



NOTARY
DHANBAD

Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 96507a37175c73cb0b02

Receipt Date : 20-Aug-2021 06:31:34 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 : HARVINDRA SINGH CHAWLA AND
RAJENDRA SINGH CHAWLA

Purpose of stamp duty paid : DEVELOPEMENT AGREEMENT

First Party Name : NEWTECH VILLA DEVELOPERS PVT LTD.

Second Party Name : HARVINDRA SINGH CHAWLA AND
RAJENDRA SINGH CHAWLA

GRN Number : 2107089463

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

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Newtech Villa Developers Pvt. Ltd.

B. Bhargava

Harvinder Singh.

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 करे 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।



Sl. No. 02 Date 25 AUG 2021

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Receipt no. 96507a37175c73cb0b02

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DEVELOPMENT AGREEMENT

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This Development Agreement is made on this the 20th day of August 2021, by and between (1) **Sardar Harbindar Singh Chawla** also known as Shri Harvindar Singh, Son of Late. Gurucharan Singh, by faith Sikh, by occupation Business, resident of Joraphatak Road, Gurunanankpura, Near Gurudwara, Dhanbad, Jharkhand-826001 (AADHAR No. 6394 7832 6007) (PAN ADJPC8910B) & (2) **Sardar Rajendar Singh Chawla**, also known as Rajendra Singh Chawla S/o Sh. Santosh Singh, by faith Sikh, by occupation Business, resident of Telephone Exchange Road, Near TOP, Dhanbad, Dhanbad, Jharkhand-826001 (AADHAR No. 9043 6984 7987) (PAN-ABLPC3361L) 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, Panchsheel Park, New Delhi-110017, CIN No. U70100DL2011PTC219633, local office at Dhanbad Petrol Supply Co. Rani Talab, Dhैया P.S. Dhanbad Sub Division and District Sub Registry Office and District Dhanbad (Jharkhand) represented herein through its Managing Director Sh. Birender Bhagat S/o Sri Satya Narayan Bhagat , by faith Hindu, by Occupation Business,, R/o S-210, Second Floor, Panchsheel Park, New Delhi, presently at Dhanbad Petrol Supply Co. Rani Talab, Dhैया P.S. Dhanbad Sub Division and District Sub Registry Office and District Dhanbad (Jharkhand) (AADHAR No. 329688376140), 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;**

(1) Whereas the Survey Settlement Plot No. 302 measuring an area of 6 kathas 15 chataks of land of Mouza Dhanbad No. 51 within P.S. Dhanbad chowki, sadar sub registry office Dhanbad, District Dhanbad, purchased in the name of (1) Sri Sardar Tralok Singh S/o Late BakshiLabh Singh & (2) Sri Surjit Singh Chopra, S/o Sri Sardar Tralok Singh by virtue of Regd. Sale Deed No. 12405 dated 31.10.1975 and in the name of Smt. Rajinder Kaur, w/o Sardar Tralok Singh and mother of Sri Surjit Singh Chopra by virtue of Regd. Sale Deed no. 12406 dated 31.10.1975 from Sri Mani Shankar Pathak of Dhanbad, both the deeds were registered at Dhanbad sub-registry office.

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Harvinder Singh

Director



And Whereas after such purchase by the above manner said Tralok Singh and his wife Smt. Rajinder Kaur were in peaceful physical possession over the said land and mutated their names in the sherista of the Landlord the State of Bihar (now Jharkhand) and paying rent for the same.

And Whereas subsequently Smt. Rajinder Kaur died leaving behind her son Sri Surjit Singh Chopra and her husband Sardar Tralok Singh as her legal heirs and successors and thus they became the exclusive owners of the land.

And Whereas while in peaceful possession of an area of 1581.50 sq. ft. or 3.62 Decimal of land they sold the schedule land to the s. no. (1) of the First Party Shri Sardar Harvindar Singh Chawla, Son of Sh. Guru Charan Singh Chawla, by faith Sikh, by occupation Business, resident of Joraphatak Road, Dhanbad, P.O. & P.S. Dhanbad, Chowki Sadar, Saub registry office Dhanbad, Dist. Dhanbad. The same was registered vide Sale Deed No. 2237 dated 18.06.1997. Subsequently Sardar Harbindar Singh Chawla got the mutation of the land done in his own name and is in peaceful physical possession of the same.

(2) Whereas the Survey Settlement Plot No. 302 measuring an area of 6 kathas 15 chataks of land of Mouza Dhanbad No. 51 within P.S. Dhanbad chowki, sadar sub registry office Dhanbad, District Dhanbad, purchased in the name of (1) Sri Sardar Tralok Singh S/o Late BakshiLabh Singh & (2) Sri Surjit Singh Chopra, S/o Sri Sardar Tralok Singh by virtue of Regd. Sale Deed No. 12405 dated 31.10.1975 and in the name of Smt. Rajinder Kaur, w/o Sardar Tralok Singh and mother of Sri Surjit Singh Chopra by virtue of Regd. Sale Deed no. 12406 dated 31.10.1975 from Sri Mani Shankar Pathak of Dhanbad, both the deeds were registered at Dhanbad sub-registry office.

And Whereas after such purchase by the above manner said Tralok Singh and his wife Smt. Rajinder Kaur were in peaceful physical possession over the said land and mutated their names in the sherista of the Landlord the State of Bihar (now Jharkhand) and paying rent for the same.

And Whereas subsequently Smt. Rajinder Kaur died leaving behind her son Sri Surjit Singh Chopra and her husband Sardar Tralok Singh as her legal heirs and successors and thus they became the exclusive owners of the land.

And Whereas while in peaceful possession of an area of 1581.50 sq. ft. or 3.62 Decimal of land they sold the schedule land to the s. no. (2) of the First Party Sardar Rajendar Singh Chawla, S/o Sh. Santok Singh Chawla, by faith Sikh, by occupation Business, resident of Kirkend Bazar, P.S. Putki, Chowki Sadar Sub Registry office Dhanbad. The same was registered vide Sale Deed No. 2236 dated 18.06.1997. Subsequently Sardar Rajendar Singh Chawla got the mutation of the land done in his own name and is in peaceful physical possession of the same.

AND WHEREAS in the manner above said (1) Sardar Harbindar Singh Chawla & (2) Sardar Rajendar Singh Chawla became the absolute and exclusive land owners of the above said respective lands and total land measuring 3163 Sq. Feet or 7.24 Decimal (1581.50 Sq. feet or



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Newtech Villa Developers Pvt. Ltd.

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3.62 Decimal each), fully described in detail in Schedule A annexed with this Agreement, hereinafter called the Total Land and are in peaceful physical possession of the same.

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

- A. That the above said 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.
- B. That the Landowner assures the Developer that the above said 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 above said total land. The Landowner further assures the Developer that they have not made any application/request for or availed any loan/lien against the above said total land or done anything to create any encumbrance on the above said total land.
- D. That the Landowner assure the Developer that the above said 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 total land.
- E. That the Landowner assures the Developer that they are in exclusive, lawful vacant peaceful physical possession of the above said 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 above said total land, nor any rough/fair receipt for initial advance has been received by him against the above said total land.

And Whereas the Developer relying on the above said specific assurances of the Landowner has agreed to develop the above said total land as stated in schedule "A" herein below along with other pieces of land for constructing a new multi-storeyed building on all the lands together 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.

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Newtech Villa Developers Pvt. Ltd.

J. Bhargat

Director

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) Shri Sardar Harvinder Singh Chawla, Son of Late Gurucharan Singh, by faith Sikh, by occupation Business, resident of Joraphatak Road, Gurunanankpura, Near Gurudwara, Dhanbad, P.O. & P.S. Dhanbad, Chowki Sadar, Sub registry office Dhanbad, Dist. Dhanbad (AADHAR No. 6394 7832 6007) (PAN ADJPC8910B) & (2) Sh. Rajendra Singh Chawla, also known as Sardar Rajendar Singh Chawla S/o Sh. Santok alias Santosh Singh, by faith Sikh, by occupation Business, resident of Telephone Exchange Road, Near TOP, Dhanbad, Chowki Sadar Sub Registry office Dhanbad, (AADHAR No. 9043 6984 7987) (PAN-ABLPC3361L) (Jointly) and their legal heirs, successors, executors, administrators legal representatives and/or assigns, etc. etc.
- (b) **DEVELOPER** shall mean M/S NEWTECH VILLA DEVELOPERS PVT. LTD. and its successors, executors, administrators, legal representatives and/or assigns.
- (c) **TOTAL LAND** shall mean the total land, i.e., 3163 Sq. Feet or 7.24 Decimal on which proposed building is to be constructed including vacant space to be left around each building and enclosed by existing boundary wall which is detailed in schedule "A" below. However the Developer is at liberty to amalgamate this total land with other lands and construct a multi storied building on the such amalgamated land.
- (d) **BUILDING** shall mean the building proposed to be constructed over the said land (s) 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 as 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 1050 (one thousand & fifty) square feet built up area on each floor at First, Second, Third & Fourth Floors; i.e., total built up area of 4200 (Four Thousand Two Hundred) square feet along with right to use the common facilities and amenities as described in the Schedule



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Harvinder Singh

Director

hereunder, excluding terrace rights and no other built up portion on the said total land or on any other part of built up area to be constructed on the amalgamated land. The specific allocation has been done by marking the above said allocation in yellow in the pre sanctioned building plan yet to be submitted to Nagar Nigam. However, the exact allocation is subject to getting final approval plan from the Nagar Nigam and may vary, provided that the above said allocation in terms of measurement shall remain the same.

- (i) **DEVELOPER'S ALLOCATION** shall mean the entire remaining built up area except the land owner's total share of 4200 square feet of the built up area, i.e., except 1050 square feet at First, Second, Third & Fourth Floors, the entire remaining area shall belong to the Developer along with parking area and other free space on the said total land including the common facilities and amenities of the proposed building on the said total land.
- (j) **COMMON FACILITIES AND AMENITIES** shall include corridors, hallways, passage ways, drive ways, 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 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 the entire built up area on the above said total land to the Developer except for built up area of 4200 (Four Thousand Two Hundred) square feet (shown in yellow colour in the annexed site plan), the developer has agreed to develop and construct multi-storeyed building comprising of two basements, Ground, First, Second, Third and Fourth Floors therein having shops/office spaces and/or Shops 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.

(c) The landowner confirms of having handed over vacant peaceful physical possession of the above said total land to the 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 saleable area

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Director



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 with the signing of the present agreement become the absolute and exclusive owner of his share with an unfettered right to deal with his portion in any manner he likes including sale/transfer/exchange/lease/mortgage etc. etc. during the course of construction and thereafter.

- (d) The Landowner states that he has been informed by the Developer that he is Developing 158.93792 Decimal of land owned by M/s Shubh Estates Pvt. Ltd. which is adjoining the total land (schedule Land) owned by the Landowner. The Landowner, hereby covenants and authorises the Developer to apply for a common building plan in Nagar Nigam, Dhanbad in respect of the Schedule land along with the adjoining commercial land measuring 158.93792 Decimal appertaining to Mouza DHANBAD Mouza No. 51, P.S. & District Dhanbad appertaining to Municipal Khata, Plot No. 301, 302,2904,295,296; owned by M/s Shubh Estates Private Limited. Such amalgamation shall be valid and forever binding on the landowner.
- (e) The Landowner hereby covenants and authorises the Developer to apply/approach any Govt./local authority in respect of total land as stated in the schedule along with adjoining land measuring 158.93792 Decimal owned by M/s Shubh Estates Private Limited to be developed together for any development/construction related work/permission etc. etc.. The Landowner shall have no objection for the same.
- (f) The Landowner covenants that he shall have no right, claim etc. etc. what-so-ever on any other built up portion on the said total land or on any other part of built up area to be constructed on the amalgamated land including the above said total land.
- (g) That the developer has given a sum of Rs. 4,00,000/- (Rupees Four Lakhs only) as refundable interest free security deposit to the landowner in the following manner: -

Rs. 2,00,000/- (Rupees Two Lakhs Only) by Cheque No. 000917, dated 21.08.2021, drawn on ICICI Bank, City Center Branch, Dhanbad, in favour of **Harvinder Singh Chawla**

Rs. 2,00,000/- (Rupees Two Lakhs Only) by Cheque No. 000918, dated 21.08.2021, drawn on ICICI Bank, City Center Branch, Dhanbad, in favour of **Rajendra Singh Chawla**.

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 of 4200 square feet, fully described in clause 1(h) above. It is 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 under any circumstances.



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J. B. Singh

Director

3. (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/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.
 - (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 costs, risks and expenses.
 - (c) After ear-marking of the landowners share of allocation the developer shall be entitled to his entire remaining share of space and all of such Shop/offices or rights in the buildings and structures to be constructed in respect of which the developer can enter into any deal, sale agreement, execute conveyance deed, receive money in his own name, raise loan against mortgage etc. etc. and the transferees of the developer shall also be entitled to raise any loan against their booking of the part of the property out of developer's share.
 - (d) The Developer shall have absolute right to amalgamate the schedule total land with another plot/s and apply for a common building plan and construct the multi storied building on the amalgamated land.
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 only 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/deed of mortgage/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. The General Power of Attorney shall form an integral part of the present Development Agreement and both the documents, i. e, the Development Agreement and the General power of Attorney shall be read together. 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.
 5. 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 above said total land and all other documents that might be necessary for giving proper effect of these presents.
 6. 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 4 (four) 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 or attributable to the landowner in which event the time to complete the construction of the said building shall reasonably stand extended from time to time.

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Director

7. (a) The allocation of the landowner's share is restricted to 1050 (one thousand & fifty) square feet built up area on each floor at First, Second, Third & Fourth Floors; i.e., total built up area of 4200 (Four Thousand Two Hundred) square feet along with right to use the common facilities and amenities and as described in the Schedule hereunder including right to use space for car parking, excluding terrace rights. The landowner shall have no claim, title to any other built up portion on the said total land or on any other part of built up area to be constructed on the amalgamated land.
- (b) On completion of the said building the developer shall give notice in writing to the landowner who shall be bound to forthwith take possession of his 1050 (one thousand & fifty) square feet built up area on each floor at First, Second, Third & Fourth Floors; i.e., total built up area of 4200 (Four Thousand Two Hundred) square feet along with right to use the common facilities and amenities and as described in the Schedule hereunder, excluding terrace rights, i.e., allocated share in the said building. 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. The GST Liability, if any, that arises on the transaction involving the Development of proposed building in the Scheduled Total Land of the Land Owner, shall be borne by the Developer alone and shall form part of consideration against the share of the Developer in the proposed building. The GST liability on the Land Owners share, if arises, after taking possession of the Land Owner's share of allocation by him, shall be borne by the Land Owner alone.
- (c) 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.
- (d) That after execution of the present agreement and the General Power of Attorney, 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.
- (e) That the entire terrace on the above said total land shall belong to the Developer and the Landowner shall not have any ownership or usage right on the terrace except

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Director

for utilities like, TV antenna, cable connection etc. for his allocated portion. 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 no objection to the same.

8. A scheme shall be framed by the Developer 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.
9. (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.
10. The development of the said total land along with other land/s by constructing building containing Shops/commercial space 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.
11. (i) The landowner hereby entrusts, handover and give right to developer to enter into the said total land to develop the property and construct multi-storeyed buildings thereon containing shops and office 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 total land by constructing one or more buildings with best materials containing in the building units/Shops/office space 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,



Harvinder Singh.

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Director

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.

12. 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.
13. (i) The landowner declare that he has not agreed, committed to or contracted or entered into any agreement for sale or lease of the said 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 land and that the said 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 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.

(v) The landowner covenants that his share shall be restricted to 1050 (one thousand & fifty) square feet built up area on each floor at First, Second, Third

(Signature)

Harvinder Singh.

Newtech Villa Developers Pvt. Ltd.

(Signature)

Director



& Fourth Floors; i.e., total built up area of 4200 (Four Thousand Two Hundred) square feet along with right to use the common facilities and amenities as described in the Schedule hereunder, excluding terrace rights and he shall not have any claim/title etc. to any other built up portion on the said total land or on any other part of built up area to be constructed on the amalgamated land.

14. (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 after execution of the present Agreement and the GPA 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.
- (ii) The landowner & Developer hereby agree that the purchaser of the unit/units shall be entitled to create equitable or legal mortgage of his area of unit for obtaining loan from any financial institution or any bank or banks. It is also hereby agreed between the parties that the developer shall be entitled to create equitable or legal mortgage of his share of allocation in proposed building to any financial institution or any bank for his financial needs.
- (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.
15. The technical feasibility, compliance of all technical parameters and other technical aspects related to development will be sole responsibility of the developer.
16. 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.
17. 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.
18. That the Developer will be solely responsible for any mishap, incident, loss of life or property till the property is handed over to landowner.
19. 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.



RS 23019

Harvinder Singh

Newtech Villa Developers Pvt. Ltd.

B. B. Singh

Director


20. 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.
21. 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.
22. 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 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.
23. That the contents of this Agreement have been explained to both the parties in vernacular and they have understood the same.
24. That this irrevocable 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)

All the piece and parcel of Homestead right of commercial land measuring 3163 Sq. Feet or 7.24 Decimal situated in Mouza Dhanbad, P.S. & Municipality Dhanbad, Chowki Sadar, Sub Registry office Dhanbad, District Dhanbad.

Mouza **DHANBAD** Mouza No. 51, Khata No. 162, part of Plot No. 302 as laid down in 2 sale deeds fully described above in favour of (1) **Sardar Harbindar Singh Chawla**, also known as Harvinder Singh, Son of Sh. Guru Charan Singh Chawla, by faith Sikh, by occupation Business, resident of Joraphatak Road, Gurunanakpura, Near Gurudwara, Dhanbad, Jharkhand-826001, Land measuring 3.62 decimal or 1581.50 square feet & (2) **Sardar Rajendar Singh Chawla**, also known as Rajendra Singh Chawla S/o Sh. Santok Singh, by faith Sikh, by occupation Business, resident of Telephone Exchange Road, Near T.O.P. Dhanbad, Dhanbad, Jharkhand-826001, Land measuring 3.62 decimal or 1581.50 square feet, fully described hereunder:-

1. Land area 1581.50 sq. ft. or 3.62 Decimal of land; Mouza Dhanbad Mouza No. 51, Plot No. 302, under Khata no 162, purchased by Sardar Harbindar Singh Chawla, Son of Sh. Guru Charan Singh Chawla from Sardar Tralok Singh & Sri Surjit Singh Chopra on 18.06.1997 vide Registered Sale Deed No. 2237 dated 18.06.1997; followed by Mutation Case No.4(III)



Harvinder Singh.

Newtech Villa Developers Pvt. Ltd.



Director



2001-2002; Thoka No. _____, Page No. 1981 of Reg. II at Dhanbad Circle Office, Revenue Receipt No. _____; SAF no. SAF407620210821020531.

2. Land area 1581.50 sq. ft. or 3.62 Decimal of land, Mouza Dhanbad Mouza No. 51, Plot No. 302, under Khata no. 162, purchased by Sardar Rajendar Singh Chawla, S/o Sh. Santok Singh Chawla from Sardar Tralok Singh & Sri Surjit Singh Chopra on 18.06.1997 vide Registered Sale Deed No. 2236 dated 18.06.1997; followed by Mutation Case No.3 (III) 2001-2002, Thoka No. _____, Page No.1982 of Reg. II at Dhanbad Circle Office; Revenue Receipt No. _____; SAF no. SAF407621210821020851.

being butted and bounded as under: -

North :-

South:-

East :- Vacant land of Pathak

West :- 12 feet wide Rasta

THE SCHEDULE "B" ABOVE REFERRED TO

(THE COMMON PORTIONS)

1. Staircases on all the floors of the proposed building.
2. Staircase and the Lift Landings on all floors of the proposed building.
3. The 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



(Signature)

Harvinder Sinon.

New Arch Villa Developers Pvt. Ltd.

(Signature)

Director

proposed building.

10. Lift (if any) lifts well installations, lift room and the lift machine room in the proposed building.
11. Such other common paths or area, equipments, 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.
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.

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Harvinder singh

Newtech Villa Developers Pvt. Ltd.

J. Bhargava

Director



**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, Jay Pee, Ultratech, Birla Century, Birla Gold, Birla Samrat, J.K. Laxmi) (T.M.T. Bar- Pillar- TATA Tiscon, SAIL, Kohinoor 500, & FOR Roof -Sribir, Mongia)

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.

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

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).

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.(Cera, Hindware, 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.

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.



R. S. Jha
Harvinder Singh.

New Rich Villa Developers Pvt. Ltd.

B. Bhargava

Director

Lift :- OTIS, KONE some good brand.

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

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

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED AND DELIVERED THESE PRESENTS ON THE _____ DAY OF THE MONTH _____ AND YEAR 2021 FIRST ABOVE WRITTEN.

WITNESS

1. JAGJEET SINGH
S/o. Late Guru Charan Singh
Behind Gurudwara Guru Nanak Pur
Joraphatek Road Dhanbad.

SIGNED

Harvinder Singh.


Sardar Harbindar Singh Chawla

R.S Chawla


Sardar Rajendrar Singh Chawla
(First Party/Land Owner)

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

(Second Party/Developer)

Newtech Villa Developers Pvt. Ltd.

B. Bhagat

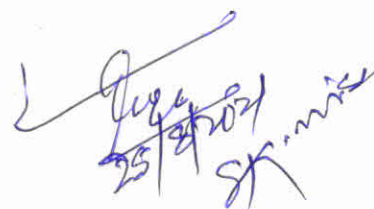

Director

Certified that the finger prints of the left hand of the First Party and the 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



NOTARY
DHANBAD
Authorized
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





City Center Branch
City Center, Luby Circular Road, Dhanbad, Jharkhand, - 826001
RTGS / NEFT IFS Code : ICIC0003346



VALID FOR THREE MONTHS ONLY

21 08 20 21
D D M M Y Y Y Y

SESHAASAI (H) / CTS - 2010

Pay Harvinder Singh Chauha

OR ORDER

Rupees Two lakh only

₹ 200000/-

A/c No. 334605000589

19/9/20 CABUS CBS
BUSINESS BANKING : NEW CURRENT ACCOUNT
Payable at par at all branches of ICICI Bank Limited in India

FOR NEWTECH VILLA DEVELOPERS PRIVATE LIMITED
Newtech Villa Developers Pvt. Ltd.

B. Bhargat

Director
AUTHORISED SIGNATORIES

Please sign above



A/c Payee Only

⑈000917⑈ 826229005⑈ 000589⑈ 29



City Center Branch
City Center, Luby Circular Road, Dhanbad, Jharkhand, - 826001
RTGS / NEFT IFS Code : ICIC0003346



VALID FOR THREE MONTHS ONLY

21 08 20 21
D D M M Y Y Y Y

SESHAASAI (H) / CTS - 2010

Pay Rajendra Singh Chauha

OR ORDER

Rupees Two lakh only

₹ 200000/-

A/c No. 334605000589

19/9/20 CABUS CBS
BUSINESS BANKING : NEW CURRENT ACCOUNT
Payable at par at all branches of ICICI Bank Limited in India

FOR NEWTECH VILLA DEVELOPERS PRIVATE LIMITED
Newtech Villa Developers Pvt. Ltd.

B. Bhargat

AUTHORISED SIGNATORIES

Please sign above



A/c Payee Only

⑈000918⑈ 826229005⑈ 000589⑈ 29