



# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

**Receipt Number :** ea603d423ffb1c1bfe4d

**Receipt Date :** 18-Feb-2021 12:08:45 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 :** SURYANSH DEVELOPERS AND BUILDERS

**Purpose of stamp duty paid :** DEVELOPEMENT AGREEMENT

**First Party Name :** SURYANSH DEVELOPERS AND BUILDERS

**Second Party Name :** SUNNY BHATIA AND OTHERS

**GRN Number :** 2104479649

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



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 दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

Sunny Bhatia  
Birendra Kumar

Birendra Kumar

Sunny - Bhatia

Bindu Kumari

Rishi Kumar

**DEVELOPMENT AGREEMENT**  
**THIS DEVELOPMENT AGREEMENT MADE ON THIS 18<sup>th</sup> DAY OF**  
**JULY 2021, AT DHANBAD**  
**BETWEEN**

**1. Sri Sunny Bhatia son of Sri Vinod Kumar Bhatia And 2. Smt. Bindu Kumari W/O Sri Sanjay Kumar** by faith Hindu, by caste No 1. Kshatriya Punjabi , by caste No 2. Bhumihar by occupation No.1 Business &2 Service, Residing No.1 at Sahyogi Nagar Sector-3, Sabalpur, P.O.- K.G Asharam, P.S. Saraidhela, Dist:- Dhanbad. Residing No.2 Qtr No.B/7, Near Manas Mandir, Jagjiwan Nagar, P.O, Jagjiwan Nagar, P.S.-Saraidhela, Dist:- Dhanbad.here in after referred to as the OWNER which expression shall unless it is repugnant to the context or meaning there of mean and include his and each of his heirs administrator executors of their interest ONE PART :

AND

**SURYANSH DEVELOPERS AND BUILDERS.**, having its registered office at Beside Suman 'Service Station, Sugiadih, Hirak Road, Saraidhela, Dhanbad (Jharkhand), 828127 by Partners 1. Sri Rishi Kumar, S/o Arun Kumar Singh, 2. Smt. Puja Singh W/o Sri Rishi Kumar resident of New Bank Colony, P.S. : Saridhela, Dist. Dhanbad, Jharkhand hereinafter referred to as the "DEVELOPERS" which expression shall unless it is repugnant to the context to the meaning there of mean and include its administrators, legal representatives assigns and /or successors in interest SECOND PART.

WHEREAS the First No. 1 is the owner of the lands as per sale deed no 2695 dt. 12-05-2016 in Mouza No. Sabalpur No. 11 Khata No.67 (New khata 90) Plot No. 513 (New Plot 339) Area 6.37 dec. and Khata No. 12 (New Khata No.123) Plot No. 516 (New Plot 334) Are 1.87 Dec. Total Area 8.24 Dec. or 4.99 kathas, P.S. : Dhanbad at Present P.S. Saraidhela, Distt, Dhanbad, Sub registry office Dhanbad is bounded on as follows :-

East	:-	16' Wide Rasta
West	:-	Smt. Bindu Kumari
North	:-	16' Wide Rasta
South	:-	Plot No.516cp

WHEREAS the First No.2 is the owner of the lands as per sale deed no 2629 dt. 09-05-2016 in Mouza No. Sabalpur No. 11 Khata No. 12 (New Khata No.123) Plot No, 517 (New Plot 333) Area 8.25 Dec. Total Area 8.25 Dec. or 5 kathas, P.S. : Dhanbad at Present P.S. Saraidhela, Distt, Dhanbad, Sub registry office Dhanbad is bounded on as follows :-

East	:-	Plot No.513
West	:-	Plot No.435
North	:-	16' Wide Rasta
South	:-	Plot No.518

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The above said land is within Dhanbad Municipal Corporation (hereafter referred to as the said property) acquired by owner. The said Owner is the absolute owner of the said property and coming in peaceful possession of the same as exclusive owner having perfect title and entitled in dealing with the properties according to their sweet will and desire. The said property is fully described in Schedule referred hereinafter as "the said property" about which the owner have not entered in the past any agreement for sale of the said property, with any party there of nor has made any agreement with any one, on ant part thereof.

AND WHEREAS the owner I decided the said property through a reputed and experiences developer and on being approached by developer the owner I and represented to the developer that the owner I is the absolute owners I of the said property and the same is their peaceful possession and the said property is free from all encumbrances charges, lines, attachment litigation.

Whatsoever that there is no notice of requisition from the Government authority or authorities in respect to the said property and the owner 1<sup>st</sup> have got right to transfer and convey the whole or part of the said property and after Negotiation between the parties the owners 1<sup>st</sup> are agreeable to give the said property to the developers for developing and construction residential multistoried building on the said property on the terms and condition given there under.

AND WHEREAS the owner's 1<sup>st</sup> are interested in getting a Multi-storied residential/commercial building developed and constructed on the schedule property an acquired residential build up area in the same.

AND WHEREAS the aforesaid Developers offered to construct at their own costs a Multi-storied residential building complex in the said place of land, more fully described in Schedule "I" (Land without any construction of the owner hereafter referred to as "The Building) and the Developers will give after construction of the building in the said land 30% share of the total built up area to the land owner. The specification and the standard of the construction would be according to the schedule separately attached with this agreement.

AND WHEREAS in the light of above the negotiations for the same was going on between the land owner and developers and now the owner finally decided to give the said property for development to the said developers **SURYANSH DEVELOPERS AND BUILDERS**, and the developers ensured the owner to develop the said property at the costs of the Developers without putting the land owner to any loss or damage from anybody after the execution of the agreement.

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**NOW THIS DEED WITNESSTH AND, IT HERE BY  
AGREED AND DECLARED BY THE BETWEEN  
PARTIE SHARE TO AS FOLLOWS :-**

1. That the developer shall construct residential / commercial building on the aforesaid property and physical vacant possession of the land described in the Schedule No. I here to shall be given by the owner to the developers immediately after execution of the deed.
2. And as a result of the aforesaid negotiations between the parties are to and on the representation and declaration made by the owner as here in above recorded, an Agreement have been arrived at upon the terms and conditions as aforesaid here in after appearing.
3. The Owner hereby grant to the developers and the developers hereby accepts from the land owner the right to develop the said property more particularly mentioned in the Schedule herein under in the manner appearing on the terms and conditions and stipulation in this agreement.
4. That, the developers shall appoint an Architect for drawing and preparing the plans, designs, drains and elevation of the intended building complex to be constructed on the said property including the specification of the works to be done and of the materials to be provided for the said intended building complex of good quality.
5. All expenses to be incurred and fees to be paid to the said Architect shall be paid born by the developer. It is further agreed and settled that the developers shall develop the said property ensuring the construction the maximum permissible floors area ration (hereinafter referred to as "F.A.R.") and according the development plan shall be made and submitted to the building sanctioning authority i.e. **MUNICIPAL CORPORATION DHANBAD** and if in future there is any change i.e. increase of decrease in the F.A.R. till the completion of the project the owner shall have also the decide shares in the decrease of the building area as stated above,
6. The developer shall, submit the building plan prepared by the said Architect and agreed by the owner to **MUNICIPAL CORPORATION DHANBAD** and other authorities. The plan of the proposed construction shall be submitted to **MUNICIPAL CORPORATION DHANBAD** and other appropriate authority if any, in the names of owner. The owner sig all relating papers as required by the developer for obtaining sanction of the said building plan on behalf of the owner from

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**MUNICIPAL CORPORATION DHANBAD** and or other authorities.  
If any and costs and expenses relating to above shall be paid and borne by the developers.

7. The Owner shall after the execution of this agreement, deliver physical possession of the vacant land for the purpose of construction of the proposed building to be carried out by the developers, their staff, works, Engineer, Architect and Agents etc. to enter into and utilize the premises of the said property too enable to developers to carry the various development works as required and stipulated in the Agreement.
8. That from the date of execution of this agreement cost of litigation if any shall be borne by developers if it is not due to any written commitment of the owner to anybody against the constants of this deed either before or after execution of this deed or if it is not due to error in title of the land.
9. That, the parties to this agreement agree to adhere to pre-defined time schedule of construction as detailed below by the developers, it is agreed that time is the essence of this Agreement.
10. That, subject of force major clause that is, circumstances beyond the control of the developer, the total time for the construction shall be **3 year** from the date of Agreement or any other competent authorities of from the date of giving vacant possession or clearance from **MUNICIPAL CORPORATION DHANBAD** of the land whichever is later with further grace period of six (6) months shall be allowed for the project.
11. That, the developer may sell the owner share if the owner agree and empower them in writing for the same, but this privilege may be withdrawn by the owner any time the developers in any case shall not be entitled to sell owner share except and otherwise agreed to in writing by the owner.
12. That, it is hereby expressly and irrevocably agreed and declared by the owner that after the delivery of possession of the buildup area on prorate basis of the developers as stated above in the said building complex situated over the said property the developers may deal his/their 70% share of built up area including flat, parking space and any space in any manner]. Including sales or transfer it to buyers or to the person nominated by the Developers and / or the society or incorporated body as mentioned in the last proceeding clause and that the owner will have no claim in respect of the proportionate 70% share of the developer of the flats and built up area allotted to the developers as stated above.

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The owner will execute and register as per convenience of the proportionate portion of the said property to the Developer and / or to the society or societies or incorporate body or nominees simultaneously with the handing over possession of developer 70% Share of the built up area being the proportionate share of the developers as stated above.

13. That, developer shall be entitled to develop the said property by construction there on one or more building consisting of the flat or dwelling Units Flats.
  - (a) To appoint Surveyors, Engineers, Contractors Workers and other person or persons.
  - (b) To make application to the concerned authorities for obtaining electrical, water and other connection and other connection and for permit or permits or quote of quotes for cement, steel and other controlled building materials.
  - (c) To accept services of any writ summons or other legal process or notice in the land and to appear and represent the owner.
  - (d) To construct building thereon as aforesaid and to enter into agreement for sale or otherwise allotment of tenements in the said building. To give ownership of other basis out of the developers share as indicated in the building complex constructed on the said property to the buyers of purchases recommended by the Developers.
  - (e) The developers shall be entitled to allot and sell directly or through co-operative society the developers share 70% of its prospective buyers and shall be entitled to execute sale deeds in their favor in respect of developer's area as stated above.
  
14. In case of developers share, if the prospective buyer wants the land owner to confirm the deal, the land owner such sign all such documents (Agreement) but only as confirming parties. The land owner hereby declares :-
  - (a) That, the area of the said property is more or less than more fully description of the said property has been given in the Schedule no. 1 of this deed.
  - (b) That, no notice or notification for requisition or acquiescing under the status for the time being is informed has been received by the owner relating to the said property or any part thereof and the land owner re entitled to develop and/or cause to be developed the property.
  - (c) That, there is no notice or order passed by the MADA the Dhanbad, Municipal Corporation, Jharkhand State Housing Board or and other body or authority for set back there of and there is no requisition of whatsoever nature by the Municipality or other body or authority relating to be said property or of any part thereof.

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- (d) That, there are no statutory claims demands attachments or prohibitory orders made by the Taxation Authorities / Revenue Authorities or any Government or other local bodies or Authorities concerning relating to the said property or any part thereof.
- (e) That, there is no subsisting agreement in respect of the aforesaid property and if the developers find any such arrangement the developer shall be entitled to revoke the agreement and relies the expenses along with interest @ Bank rate of per annum along with the cost construction of any party done.
15. That, land owner hereby irrevocably undertake not to sell, dispose of alginate with the possession of the said vacant land or any part there of save and expect putting the developers in possession thereof for the purpose for development pursuant to this agreement during the existence of this Agreement but after the construction of the said Multi-storied and allotment of the share as stated above floor-wise of the land owner shall have full right, interest, title and possession over the share of flats and building of the said constructed multi-storied building with full right to sell dispose of the same with regard to their aforesaid proportionate share.
16. It is expressly agreed by the between the parties thereof.
- (a) That the owner shall take all steps to transfer the 70% share of the developer of the saleable built up in the building complex on completion in favor of the developers and / or its nominee and or its nominee / nominees and fulfillment of all condition stipulated in this development with regard to the said proportionate share of the developers.
- (b) That in the event of the land being subject to any betterment changes, relating the development of the property, the developer shall bear and pay the same.
17. The developers shall develop the said property in the name of **SURYANSH DEVELOPERS AND BUILDERS**. and the entire building construction including the share of the builders and owner will be named on "....." and the entire costs of the same shall be borne and met by the developers alone and the developers shall alone be responsible and liable to Government, MADA/ Municipal and other concerned authorities for the development of the said property and shall along be liable for the loss if any, of any claim arising from the development of the said property.

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18. That owner hereby agree and undertakes to execute in favour of the developers in irrevocable power of attorney for acting for and on behalf of the owner and to do all acts necessary to be done in connection with the development of the said property or otherwise however in relating to the said property and more particularly the said power of attorney shall contain the condition mentioned in clause 5 thereof.
19. All out of pockets costs, charges and legal expenses incidental to this development agreement including the stamp duty and registration charges of the conveyance or connivances' shall be borne and paid the developer or its nominee and nominees.
20. The developers shall strictly comply with the provisions **MUNICIPAL CORPORATION DHANBAD** and all other relevant laws and rules regulation and shall always keep the owner, absolutely indemnified and harmless against the action, claims and demand whatsoever which may arise due to deviation from the said sanctioned plan and/ or to violation of the provision of the law relating to the construction of the intended building complex.
21. The building plan shall include and the developer shall provide for all civil, electrical, plumbing and sanitary works including, installation of underground and overhead tanks provisions of water supply, pumps house service lifts, drainage, compound wall, internal sewerage engagements etc. as per specification and identified set out in the plan approved by **MUNICIPAL CORPORATION DHANBAD**.
22. The developers shall indemnify the owner in respect of all clauses of damages, compensation or expenses payable to any authority or person in consequence of any act omission or commission of the part an person or persons or body on the said premises or building whether in- employment of the developers or otherwise in or upon said premises or building and the owner shall not be liable or the borne to action or proceeding filed in respect of much injury brought under the work-men's compensation act or under the provisions of any other law.
23. The owner will have the right to examine the construction of the said intended building complex from time to time, through his agents architects and if such architects are dissatisfied with the quantity or quality or materials or workmanship the rate of progress of work the developers shall rectify the defects on receipts from the owner if the same is not rectified the land owner will be entitled to claims damages as shall be decided by the Arbitrators appointed by the parties hereof.



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24. The Construction of the proposed building shall be done according to be architectural specification as given in details as per plan approved by **MUNICIPAL CORPORATION DHANBAD.**
25. In case of any deference arising out of relating to the land or construction of the intended building there on covered by this agreement or relating to the interpretation of any one or more of the clauses and conditions herein contained or any matter whatsoever arising out this development agreement, such differences and disputes shall be settled by a references and arbitration of three arbitrators to be appointed and nominated in the manner following and the one arbitrator shall be appointed each by owner and developer and the one arbitrators nominated by developer and land owner shall jointly nominated a third arbitrator whose decision shall apply finally land owner, developer and the two arbitrators nominated by each of them.
26. The decision of the arbitrator shall be final and binding on both parties hereof.
27. That this agreement deed is prepared and typed in duplicate on two separate stamp papers and after its execution the original of this deed will be given to the developer and its one copy deed will be given to the owner but both deeds shall have same legal value.

#### FIRST NO.1 SCHEDULE – I

All that piece and parcel of land having following description Land:

All that piece and parcel of Raiyat land situated in Mouza No. Sabalpur No. 11 Khata No.67 (New khata 90) Plot No. 513 (New Plot 339) Area 6.37 dec. and Khata No. 12 (New Khata No.123) Plot No. 516 (New Plot 334) Are 1.87 Dec. Total Area 8.24 Dec. or 4.99 kathas, P.S. : Dhanbad at Present P.S. Saraidhela, Distt, Dhanbad, Sub registry office Dhanbad is bounded on as follows :-

East	:-	16' Wide Rasta
West	:-	Smt. Bindu Kumari
North	:-	16' Wide Rasta
South	:-	Plot No.516cp

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**FIRST NO.2 SCHEDULE - I**

All that piece and parcel of land having following description Land:  
All that piece and parcel of Raiyat land situated in Mouza No. Sabalpur No. 11  
Khata No. 12 (New Khata No.123) Plot No. 517 (New Plot 333) Area 8.25 Dec.  
Total Area 8.25 Dec. or 5 kathas, P.S. : Dhanbad at Present P.S. Saraidhela, Distt,  
Dhanbad, Sub registry office Dhanbad is bounded on as follows :-

East	:-	Plot No.513
West	:-	Plot No.435
North	:-	16' Wide Rasta
South	:-	Plot No.518

**PARTICULARS OF CONSTRUCTION/SPECIFICATION**

Construction to be made and equipment, fitting and fixture to be installed and provided in the building shall be new and of standard mark and of good quality and according to the plans and device of the architect including the following:

FOUNDATION	As per design of architect.
STRUCTURE	R.C.C Frame structure.
ROOF SLABS	R.C.C.
DOORS	Wood frame with Flush door in all rooms And P.V.C door in all bathrooms.
FLOORING	Vitrified tiles 2x2 AND All corridors and stairs marble cut piece
WINDOWS	Full glazed steel windows with grills.
TOILET	5'Height Ceramic Tiles and White glazed vitreous sanitary ware & Anti-Skid Tiles in Floor.
ELECTRICAL	Branded / ISI Mark wires and switches
PLUMBING	Branded / ISI Mark Pipe and Fittings.
KITCHEN	Flooring Vitrified tiles flooring and platform Black marble with steel sink.

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WALLS	All internal walls cement plaster with plaster of Paris & a coat of Primer and external Walls of Snowsem finished.
WATER SUPPLY	24 Hour water supply from deep boring tube well.
ELECTRICITY	Electricity connection & separate transformer for the Apartment on extra cost.

On the date of agreement and signature by the land owner's the developer's paid liquid money through Dena bank Cheque No. 009511 Rs. 5, 00,000/- (Five Lakh Only) and Dena bank Cheque No. 009512 Rs. 5, 00,000/- (Five Lakh Only) both the land owner. The amount will be refundable at the time handover of land owner share.

Any type of extra work demanded by the land owner will be chargeable or government electric connection on extra cost.

The said land under agreement for development is completing vacant and no structure (Temporary or Permanent) under boundary wall and no trees are standing on the ground.

This proposal for mutual understanding and there should not be any difference and dispute between the land owners and developer.

WITNESS:

1.

*Aishi Kumar*

Signature of Developer

*Sunny Bhatia*

2.

*Birdi Kumari*

Signature of Land Owner