



# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : b6de79e1b76f6c12c4a8

Receipt Date : 17-Mar-2021 12:05:06 pm

Receipt Amount : 84100/-

Amount In Words : Eighty Four Thousands One Hundred Rupees Only

Token Number : 20200000111255

Office Name : District SRO - Jamshedpur

Document Type : Development Agreement

Payee Name : DAYAL BUILDERS REP BY SURENDER PAL SINGH ( Vendee )

GRN Number : 2105049088



-: For Office Use :-

Def.  
17/03/21  
2020/111255  
17.03.21

M/s. DAYAL BUILDERS

Propnetor



2021/JSR/11435/BK1/1318

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।

किसी प्रकार की रकम वही की गई है,

Ashutosh...

17/03/2021

*Handwritten signature*  
2884400

*Handwritten signature*  
Jugla

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84100



4/c

Ashok Kumar Wadhawan  
17/03/2021

जिला अवर निव्वनाक

उपस्थापित दस्तावेज (मि) लेखकारि / पिसपल  
जाति केडीय प्रमाण/ अंकित की गई है।

नियम 21 के अधीन ब्राह्मण: भारतीय स्टाम्प-अधिनियम छोटानागपुर कारतवारी अधिनियम 1998  
(इंडियन स्टाम्प ऐक्ट), 1899 की अनुसूची की धारा 43(A) के अन्तर्गत नहीं है।  
1 या 1क, स०..... के अधीन  
यथावत् स्टाम-सहित (या स्टाम्प-शुल्क  
से विमुक्त या स्टाम्प-शुल्क अपेक्षित नहीं)।

*Handwritten notes and signatures*  
17/3/2021

*Handwritten signature*  
17/3/2021

DEVELOPMENT AGREEMENT

Keechok

THIS DEVELOPMENT AGREEMENT IS MADE on this 17<sup>th</sup> day of March, 2021, AT JAMSHEDPUR, BY AND BETWEEN;

H1) 72110-  
E 2000-  
M 63000-  
17/3/2021

ASHOK KUMAR WADHAWAN aged 59 years (UID : UID : 4712 1509 8853 and PAN : BFQPK2080A ), s/o Late Kuldip Singh by faith Hindu, by caste Arya Punjabi, Indian National, by occupation Business, R/o 117, Kachhari Mohalla, Jugsalai, P.O and P.S Jugsalai, Town Jamshedpur, District East Singhbhum, State of Jharkhand, hereinafter together referred to as the 'OWNER' which expression shall, unless it be repugnant to the context or meaning thereon be deemed to include his heirs, executors, administrators and assigns, being the Parties of the First Part.

*Handwritten signature*  
17/3/2021  
दस्तावेज जांचा

M/s. DAYAL BUILDERS

*Handwritten signature*  
Proprietor



*Handwritten signature*

M/s DAYAL BUILDERS

*S Singh*  
17/03/2021  
Proprietor



AND

M/s. DAYAL BUILDERS, a proprietorship firm, having its office at B.S. Plaza (Ground Floor), Main Road, Bistupur, P.O and P.S Bistupur, Town Jamshedpur, District East Singhbhum, being represented by its proprietor Mr. Surender Pal Singh, S/o Sardar Gurdayal Singh, by faith Sikh, by caste Chattri, by occupation Business, resident of Gouri Shankar Road, Jugsalai, within P.S Jugsalai, Town Jamshedpur, District East Singhbhum, hereinafter called and referred to as the 'DEVELOPER/ BUILDER', which expression shall, unless it be repugnant to the context or meaning thereon be deemed to include his heirs, executors, administrators and assigns, being the Parties of the Other Part:

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M/s. DAYAL BUILDERS

*S Singh*  
Proprietor

*Surender Pal Singh*  
17/03/2021

WHEREAS the OWNERS are the lawful owners and in absolute possession of the land measuring an area 3.66 Decimals, recorded under Khata no. 179, being plot no. 1438, of Mouza Jugsalai Ward no. 4, P.S. Jugsalai, Thana no. 11614, Halka IV, Town Jamshedpur, District East Singhbhum and morefully described in the Schedule hereunder written, which the owners had acquired by the virtue of a partition deed bearing deed no. 2019/JSR/4637/BK1/4249 dated 19-10-2019, registered at the District Sub Registry office at Jamshedpur and thereafter the same is mutated in the name of the Owners in the government records vide mutation case no. 1157/R27 2019-2020, order dated 30/11/2019.

AND WHEREAS the OWNERS are the lawful owners and in peaceful possession of the Schedule A hereunder written land and has been enjoying all acts of ownership thereto.

AND WHEREAS, the owners are unable to look after and manage the Schedule Premises and therefore the owners is desirous to get the Schedule Premises developed and or construct multi-storeyed buildings and or building projects over the Schedule premises through the Developer.

AND WHEREAS the owners have come to know of the workmanlike, professional and craftsmanship of the Developer and have approached the Developer for developing the Schedule Premises.

AND WHEREAS after mutual discussions and deliberations, the owners have agreed to grant to the Developer and the Developer has agreed to accept from the owners, exclusive and irrevocable rights to undertake the construction on the Schedule Premises for development of the Schedule Premises on the following terms and conditions:

M/s DAYAL BUILDERS

M/s. DAYAL BUILDERS

*Sprish*  
Proprietor

*Sprish*  
Proprietor

*Abhishek Kumar Wadhwa*  
12/03/2024

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES  
HERETO AS FOLLOWS:

1. This Agreement shall be deemed to have been commenced with effect from the date of execution of these presents and shall remain in force until completion of the development and construction of the said project.
2. The owners hereby grant exclusive and irrevocable right to the Developer for development of the Schedule Premises, terminable only at the instance of the Developer, unless specified otherwise hereinafter.
3. **DEVELOPMENT PLANS & APPROVALS**
  - (a) It is specifically agreed that the owners shall through the Developer's Architects submit plans for sanctioning of lay out for construction of buildings and/or other structures on the said property or any part or portion thereof to the appropriate agencies and have the architecture plans approved for clearance to construct the buildings.
  - (b) The said plans shall be prepared by the Architects of the Developer and at the costs of the Developer which shall be forthwith be submitted by the owners with appropriate agencies for the purposes of obtaining requisite approvals and permissions.
  - (c) That the architecture plans may only be modified or changed with prior written consent of the Developer during the stage of approval. Howsoever, after initial approval of the architecture plan, no modification, alteration or changes in the approved architecture plan shall be permitted unless submitted by the Developer to appropriate agency certifying and approving the architecture plans.
  - (d) The owners declare that they have examined and verified the draft Scheme framed and proposals made by the Developer for the development of the said project and they are fully satisfied with the

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M/s. DAYAL BUILDERS

*Sprinh*

Proprietor

M/s DAYAL BUILDERS

*Sprinh*

Proprietor

*Dr. Siddhanta Wadhwa*  
19/03/2021

same including the provisions made with regard thereto by the Developer as also with the responsibilities of the parties mentioned and described therein.

4. GENERAL POWER OF ATTORNEY

- (a) Immediately after the execution of this agreement, the owners shall execute a General Power of Attorney in favour of the Developer or any other person nominated by the Developer for carrying out day to day operations related to the construction and also for negotiations and entering into agreements with prospective Purchasers of the constructed Project with respect to his /its share , save and except the share of the owner/1<sup>st</sup> party.
- (b) The General Power of Attorney shall be executed on the same day as the date of execution of the instant Agreement. Failure of the owners to execute the General Power of Attorney shall make the Agreement terminable at the instance of the Developer, and in such eventuality, the Developer shall be entitled to receive from the owners all moneys, costs and expenses incurred by it in connection with this Agreement.
- (c) The Developer or its nominated person shall act as true and bonafide attorney of the owners in connection with the accomplishment of the Project, i.e. undertake construction activities and sale/ negotiating sales of the construction areas realised from the Project.
5. That the Developer shall be authorised to present plans for structural, electrical, sewerage etc. and obtain due approvals or consents from the appropriate authorities or agencies on behalf of the owners. The owners

M/s. DAYAL BUILDERS

*Sprinkly*  
Proprietor

M/s DAYAL BUILDERS

*Sprinkly*  
Proprietor

*Shri Hemant Chaudhary*  
17/05/2021

shall extend all co-operation during such process and any breach of failure to co-operate, when required by the Developer shall be deemed to be material breach of mandatory obligations of the owners.

#### 6. REPRESENTATION & WARRANTIES

- (a) The owner represents that the owner is the bonafide and true owners of the Schedule Premises and there is no risk, defect or encumbrance or pending litigation in relation to the title of the Schedule Premises. The owners further warrant that, if in future, there are claims on the title of the Schedule Premises on account of any lien, charge, mortgage, encumbrance, litigation affecting or prejudicing the title, the owners shall be entitled to refund of all costs incurred in the construction of the building and also the costs and expenses towards obtaining requisite consents and approvals.
- (b) The owners after the execution of this Agreement by the virtue of this Development Agreement have handed over peaceful and vacant possession of the Schedule Premises to the Developer.

#### 7. DELIVERY OF POSSESSION

- (a) Notwithstanding anything contained in the preceding clause, it is specifically agreed by and between the parties hereto that after execution hereof the Developer shall be entitled to put up fencing around the said property or any portion or portions thereof, for the purposes of preventing any encroachment.

M/s. DAYAL BUILDERS

*Spsinh*  
Proprietor

M/s DAYAL BUILDERS

*Spsinh*  
Proprietor

*Shri K. K. Wadhwa*  
12/02/2021

(b) All costs, charges and expenses in respect of the above building project shall be borne and paid by the Developer alone.

(c) As from the date hereof, the owners shall be solely entitled at their own risk to deal and/or negotiate with any attempts of the unauthorised occupants and/or trespassers on the said property and to take any proceedings against them and/or to arrive at any arrangement or agreement with them at the costs, charges and expenses of the owners alone.

(d) However, the owners shall empower and authorise the Developer and/or his nominees under the Power of Attorney to be executed as aforesaid to effectively deal and/or negotiate with any trespassers or attempt of unauthorised occupants.

#### 8. SUBMISSION OF TITLE DEEDS

(a) The owners shall deposit with the Developer all the original khatian, partition deed and mutation and related documents, which shall be securely held and retained by the Developer for the purposes of this Agreement without claiming therein any right of ownership or of a mortgagee in any manner whatsoever.

(b) The original the partition deed, mutation and related documents related to Schedule Premises shall be in the custody of the Developer for lifetime, against an ordinary receipt in favour of the owners.

#### 9. (a) TIME OF COMPLETION OF PROJECT :

That the parties agree that time is the essence of this Agreement and the Developer shall strive to complete the Entire Project within 30 months i.e

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M/s. DAYAL BUILDERS

*[Signature]*

Proprietor

M/s DAYAL BUILDERS

*[Signature]*

Proprietor

*[Signature]*  
10/03/2021



2.5 years from the date of receipt of the requisite clearances and approvals of Building plan.

**(b) TIME TO HANDOVER THE SHARE TO LANDLORD/ OWNERS :**

That the DEVELOPER / BUILDER agrees to handover the share of the respective landlords/owners upon the completion of the entire project from the date of receipt of the requisite clearances, sanctions and approvals also from the date of actual passing is handed over to the DEVELOPER/BUILDER from the concerned authorities or department.

**(c) ALLOTMENT OF UNIT / FLAT PER LANDLORD / OWNERS**

That it is agreed and decided by and between the parties that the Developer shall deliver 50 % of the total constructed area consisting of flats, parking's, units, etc. to be constructed on the Schedule A hereunder written as morefully described in the Schedule B hereunder written property.

**(d) PAYMENT OF NON-REFUNDABLE SECURITY DEPOSIT / ADVANCE**

(i) That the Developer shall pay as a non - adjustable deposit of Rs. 21,00,000.00 (Rupees Twenty One Lakhs) only to the OWNERS. That out of the said deposit the DEVELOPER had paid a sum of Rs. 10,00,000.00 (Rupees Ten Lakhs) only to the OWNERS vide the Cheque nos. 088204, dated 02/11/2020, drawn on the SBI Bank, Jusalai and undertakes to pay the remaining Rs. 11,00,000.00 (Rupees Eleven Lakhs) only to the OWNERS within three months of the execution of this agreement.

(ii) That the OWNER undertakes to pay all the costs for evicting and settling the tenants subsisting within the Schedule A hereunder premises or the costs for the same shall be adjusted from the share or the payables to the owners.

*Handwritten signature*  
17/05/2021

M/s. DAYAL BUILDERS  
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Proprietor

M/s DAYAL BUILDERS  
*Spish*  
Proprietor

10. FORCE MAJEURE

The mutual obligations of the Parties shall remain suspended during any period of natural calamity, earth quake, civil war, riot, acute shortage of building materials, labour unrest, Act of God, any governmental action restraining affecting construction work and or any unforeseen or foreseen incident, which shall be beyond the control of human being. The Parties claiming force majeure shall intimate the other party of the existence of the Force Majeure conditions and shall also notify the cessation of the Force Majeure conditions.

The Developer shall be entitled to sell and dispose of its shares of the proposed building i.e. developer's allocation, described in the Schedule 'B' to this Agreement along with common advantaged, privileges, utility services, amenities etc. to the various buyers at its discretion to which the owners shall have no objection and shall wilfully execute the necessary instruments and documents to this effect without any further consideration payable to the owners.

11. That without prejudice to the generality of the provisions contained in this Agreement, the owners specifically make declaration as hereinafter:

(a) The owners are the lawful, bonafide and true owners of the Schedule Premises and are authorised to enter into the Agreement with the Developer.

It is further declared that the owner, either jointly or severally, have not sold, transferred or conveyed the lands or any part or portion of the land or rights in relation to the Schedule Premises to any party or third party and neither there is any agreement existing executed by the owners in relation to the Schedule Premises.

*Abhishek Kumar Wadhvani*  
12/03/2024

M/s. DAYAL BUILDERS  
*Srinik*  
Proprietor

M/s DAYAL BUILDERS  
*Srinik*  
Proprietor

- (b) The owners hereby assure and admit to execute or sign any further paper, document etc. in favour the Developer for the purposes related to construction of the building on the Schedule Premises.
- (c) The owners shall execute the Agreements for sale to be executed between the Developers and the intended buyers as Conforming Party in connection with the proposed building (If needed by the Developer).
12. That the Developer and the Second Party hereby declares and covenants:
- (a) That the Developer shall be entitled to enter into agreements with various Person .agencies & Intending Buyer's in connection with the proposed building and part thereof with respect to his share.
- (b) That the Developer shall be entitled to enter into agreements for sale or otherwise with intending buyers and to receive considerations relating to various such agreements for constructed areas forming Developer Allocation.
- (c) That the expenses incurred towards preparation of building plan, passing of such plan or plans, payment to architect, civil engineer, labours, workmen, guard, purchase of building materials, fixtures, fittings installation and / or other service connection to be installed therein, documentation miscellaneous charges, levied fines, penalties imposed by Municipality or any other authorities during the construction of the proposed said building shall be fully borne by the Developer only.
- (d) Developer shall be overall responsible for the construction of the proposed building on the Schedule Premises and in an event of any disputes arising due on the Schedule Premises, the owners shall jointly

*Abhishek Kumar*  
12/03/2024

M/s. DAYAL BUILDERS

*Sprinh*  
Proprietor

M/s DAYAL BUILDERS

*Sprinh*  
Proprietor

or severally protect and defend the interest of the Developer in this regard.

13. It is also mutually agreed that this agreement has been or is being entered to create irrevocable obligations and the owners shall not be entitled in any manner to rescind or cancel this agreement or any of its provisions.
14. That, both the parties agree that the Developer shall be at liberty to carry out newspaper publication to advertise the Project for the purposes of general advertisement or generating revenues for the Project at its own risk.
15. The Developer shall be entitled to raise finances from Banks, Financial Institutions, Housing Finance Companies etc. for the purpose of construction of the said Project and for such purpose to mortgage and charge the said plot of land and to enter into, sign and execute all requisite agreements, contracts, deeds, documents, papers, declarations, affidavits for such purpose without seeking to obtain any further consent of the owners, provided however that the developer shall not attach any liability to the owners on account of its borrowings in any manner whatsoever.
16. Both parties agree that, in the event, clear and marketable title and bonafide possession of the owners appears suspicious in relation to the Schedule Premises, the Developer shall be entitled to undertake steps to clear such defects at the cost of the owners. However, if the defects in title and possession cannot be cured, then the Developer shall be entitled

M/s. DAYAL BUILDERS  
  
Proprietor

M/s DAYAL BUILDERS  
  
Proprietor

  
12/01/2021

to receive damages and compensation of the costs and expenses incurred by the Developer towards the construction work and the related activities undertaken by the Developer in connection with the construction work at the Schedule Premises.

17. TAXES AND OUTGOINGS

- (a) The owners shall pay and discharge all assessments, outgoings, taxes, etc. payable in respect of the Schedule Premises upto the date of the possession of the said property is handed over by them to the Developer. Thereafter, the same shall be paid and borne by the Developer alone at the existing rates. Any revision in the outgoings, assessment, taxes with respect to the Schedule land and premises after delivery of possession of the area of holding shall be the mutual responsibility of the Parties to this Agreement as per the proportionate holding of the constructed area, till sale of constructed buildings to the prospective buyers.
- (b) Parties agree that any manner of indirect taxes arising out from this Agreement shall be the responsibility of the Developer to discharge.
- (c) All incidents of direct or personal taxes shall be the respective liabilities of the Parties.

18. RATIFICATION

The owner's state's, declares and confirms that all acts and deeds done, executed and performed by the Developer in pursuance hereof or in pursuance of the formal development agreement to be executed by the parties hereto, in connection with the development of the housing project shall be binding at all times hereafter on the owners and the owners covenants to ratify the same as and when called upon to do so.

*Devidh Karmen Wadhawan*  
17/03/2024

M/s. DAYAL BUILDERS

*Spruh*  
Proprietor

M/s DAYAL BUILDERS

*Spruh*  
Proprietor

19. INDEMNIFICATION

The parties hereto shall indemnify and/or keep each other saved, harmless and indemnified against all losses, claims demands costs, damages proceedings, charges and expenses which any of the parties hereto may suffer in respect of any acts, deeds, matters or thing done or any omission made by the other party and/or anything arising in connection therewith.

20. AMENDMENTS

The contents of the Agreement may be altered, modified or amended with mutual consent of the Parties to this Agreement, if deemed necessary for the purposes of interest and benefit of the Project.

21. ASSIGNMENT

No part of this Agreement can be assigned by the Developer to any other Developer without obtaining the prior permission of the owners. The Developer, prior to creation of any assignment shall request the owners for creation of assignment, which shall not be unreasonably withheld.

However, the Developer shall be at liberty to engage contractors, technicians and other agencies in aid of construction of the Project at the Schedule Premises.

22. MATERIAL TO BE USED

That the DEVELOPER/BUILDER clearly mention here in writing in this agreement that the material to be used in the project shall be of good quality standard materials.

Shrikumar Wadhwa

M/S. DAYAL BUILDERS  
Proprietor

M/S DAYAL BUILDERS  
Proprietor

23. **ARBITRATION**

Any disputes and differences that may arise between the parties hereto relating to or in connection with the matter of this agreement or between the parties or their representatives shall be referred for adjudication with a sole arbitrator's to be appointed in joint consultation of the Parties. The Arbitrator shall have summary powers. The proceedings of the arbitration shall be guided by the provisions of Arbitration & Conciliation Act, 1996.

The Governing Laws for the arbitration shall be laws applicable in the State of Jharkhand, India.

24. **JURISDICTION**

Courts at Jamshedpur only shall have the exclusive jurisdiction to try and hear any and all disputes concerned with arbitration or any other dispute, which may have occurred between the Parties.

25. That as per the Jharkhand Apartment (Flat) Ownership Act, 2011 under section 5, both the party owners and the developers are competent to execute and entered into agreement for sale / sale deed of their respective share.

26. That the Builder may obtain certificate of RERA 2017 in connection with the proposed project , if any applicable from the from the appropriate , Authorities or office.

*Handwritten signature*  
17/03/2021

M/s. DAYAL BUILDERS  
*Signature*  
Proprietor

M/s DAYAL BUILDERS  
*Signature*  
Proprietor

Schedule 'A'

[Schedule Premises]

All that piece and parcel of land measuring an area of 3.66 Decimals, recorded under Khata no. 179, being plot no. 1438, situated in Mouza Jugsalai, Ward No. 4, P.S. Jugsalai, Thana no.11614, District East Singhbhum, Bounded as follows :

North :Main road;

South :Branch road;

East : Virender kumar wadhawan;

West :Hotel Kailash regency.

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Schedule 'B'

[OWNER'S Allocation]

The Developer shall deliver 50 % of all the constructed area comprising of parking, shops, commercial space, offices, flats, etc. along with undivided proportionate share in the land within the building to be constructed including all its advantages, privileges, amenities and services over Schedule A premises of this Agreement

*Virender Kumar Wadhawan*  
12/03/2024

Ms. DAYAL BUILDERS  
*S. Singh*  
Proprietor

Ms DAYAL BUILDERS  
*S. Singh*  
Proprietor



Schedule 'C'  
[Developer's Allocation]

Save and except the Owner's allocation, as stated herein above in Schedule 'B', the Entire remaining 50 % of Constructed and parking areas comprising of parking, shops, commercial space, offices, flats, etc. and undivided land right and the roof rights of the buildings to be constructed over the Schedule 'A' premises including all its advantages, privileges, amenities and services.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and the year first hereinabove written.

WITNESS 1.) Bhupinder Singh S/O INDERJEET SINGH BHATIA  
Jugala'

2. मं. वरामुदेन खान

पिता: स. हजीम खान

क. कहर.

3. Dhanyoth Singh Sadana, s/o, Dhanyant  
Singh Sadana R/O, 43 Sadana Villa,  
Indomi Baki Road, Jugsala, Jamshedpur

Certified that the finger prints of left hand of each person whose photograph has been affixed in this document has been obtained by me or before me.

!! [Signature]  
ADVOCATE

[Signature]  
17/03/2024



# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 845bcea43adf52cc78c8

Receipt Date : 17-Mar-2021 12:37:55 pm

Receipt Amount : 84100/-

Amount In Words : Eighty Four Thousands One Hundred Rupees Only

Token Number : 20200000111033

Office Name : District SRO - Jamshedpur

Document Type : Development Agreement

Payee Name : DAYAL BUILDERS REP BY SURENDER PAL SINGH ( Vendee )

GRN Number : 2105050766

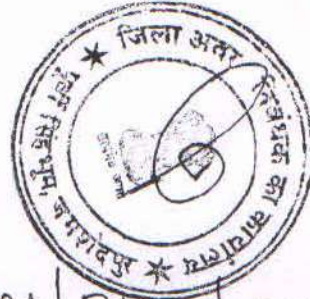


-: For Office Use :-

Def  
17-03-21  
2020/111033  
17-03-21

M/S. DAYAL BUILDERS

Spsinh  
Proprietor



2021 JSR/11431/BK1/1816

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।

इस रसीद के अलावा से फुले के किसी प्रकार की सेवा नहीं ली गई है, Jagdish Singh

17/03/2021

Development  
2884 nos

R  
Jagdish

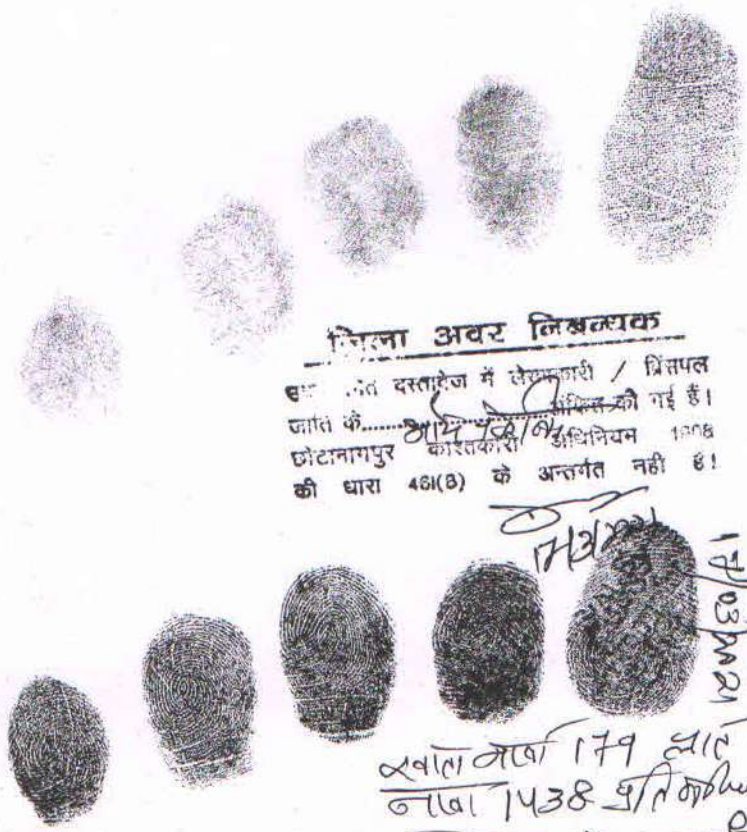
Jagdish Singh  
84100



17/03/2021

Handwritten signature

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17/3



**चिन्ता अवर निश्चयक**

एतदन्त दस्तावेज में लेखकगरी / प्रिन्सिपल  
जाति के... अति...  
छोटानागपुर कारतकरी अधिनियम 1908  
की धारा 46A(B) के अन्तर्गत नहीं है।

M/S DAYAL BUILDERS



17/03/2021  
Proprietor

खता नका 179 एन  
नका 1438 प्रतिगधन

Handwritten signature and date 17/3/2021

लघ 21 के अधीन ग्राह्या: भारतीय स्टाम्प-अधिनियम  
हेंयन स्टाम्प ऐक्ट), 1899 की अनुसूची  
या 1क, स०..... के अधीन  
धातत् स्टांम-सहित (या स्टांम-शुल्क  
विमुख या स्टांम-शुल्क

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT IS MADE on this 17th day of  
MARCH 2021, AT JAMSHEDPUR, BY AND BETWEEN;

Fee 72110--  
2000--  
63,000--

JAGDISH SINGH alias JAGDISH SINGH WADHAWAN aged 84 years  
(UID : 4278 0536 7978 and PAN : ADSPS4149M ), s/o Late Joginder Nath  
Wadhawan, by faith Hindu, Caste Arya Punjabi, Indian National, by occupation  
Business, R/o H. no. 8, Kagal Nagar, Road no. 1, P.O and P.S. Sonari, Town  
Jamshedpur, District East Singhbhum, hereinafter together referred to as the  
'OWNER' which expression shall, unless it be repugnant to the context or  
meaning thereon be deemed to include his heirs, executors, administrators and

दस्तावेज जांचा  
assigns, being the Parties of the First Part.

M/S. DAYAL BUILDERS  
Proprietor

AND

M/s. DAYAL BUILDERS, a proprietorship firm, having its office at B.S. Plaza (Ground Floor), Main Road, Bistupur, P.O and P.S Bistupur, Town Jamshedpur, District East Singhbhum, being represented by its proprietor Mr. Surender Pal Singh, S/o Sardar Gurdayal Singh, by faith Sikh, by caste Chattri, by occupation Business, resident of Gouri Shankar Road, Jugsalai, within P.S Jugsalai, Town Jamshedpur, District East Singhbhum, hereinafter called and referred to as the 'DEVELOPER/ BUILDER', which expression shall, unless it be repugnant to the context or meaning thereon be deemed to include his heirs, executors, administrators and assigns, being the Parties of the Other Part:

WHEREAS the OWNERS are the lawful owners and in absolute possession of the land measuring an area 3.66 Decimals, recorded under Khata no. 179, being plot no. 1438, of Mouza Jugsalai Ward no. 4, P.S. Jugsalai, Thana no. 11614, Halka IV, Town Jamshedpur, District East Singhbhum and morefully described in the Schedule hereunder written, which the owners had acquired by the virtue of a partition deed bearing deed no. 2019/JSR/4637/BK1/4249 dated 19-10-2019, registered at the District Sub Registry office at Jamshedpur and thereafter the same is mutated in the name of the Owners in the government records through the office of learned C.O ,Jamshedpur ,vide mutation case no. 1114/R27 2020-2021, order dated 08.12.2020.

AND WHEREAS the OWNERS are the lawful owners and in peaceful possession of the Schedule A hereunder written land and has been enjoying all acts of ownership thereto.

M/s DAYAL BUILDERS

*Surender Pal Singh*

Proprietor

17/03/2021

*Jaykish Singh*

17/03/2021

M/s. DAYAL BUILDERS

*Surender Pal Singh*

Proprietor

AND WHEREAS, the owners are unable to look after and manage the Schedule Premises and therefore the owners is desirous to get the Schedule Premises developed and or construct multi-storeyed buildings and or building projects over the Schedule premises through the Developer.

M/S DAYAL BUILDERS  
Spsm  
Proprietor  
15/03/2024

AND WHEREAS the owners have come to know of the workmanlike, professional and craftsmanship of the Developer and have approached the Developer for developing the Schedule Premises.

AND WHEREAS after mutual discussions and deliberations, the owners have agreed to grant to the Developer and the Developer has agreed to accept from the owners, exclusive and irrevocable rights to undertake the construction on the Schedule Premises for development of the Schedule Premises on the following terms and conditions:

gaurish singh  
15/03/2024

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. This Agreement shall be deemed to have been commenced with effect from the date of execution of these presents and shall remain in force until completion of the development and construction of the said project.
2. The owners hereby grant exclusive and irrevocable right to the Developer for development of the Schedule Premises, terminable only at the instance of the Developer, unless specified otherwise hereinafter.

M/S. DAYAL BUILDERS  
Spsm  
Proprietor

3. DEVELOPMENT PLANS & APPROVALS

- (a) It is specifically agreed that the owners shall through the Developer's Architects submit plans for sanctioning of lay out for construction of buildings and/or other structures on the said property or any part or portion thereof to the appropriate agencies and have the architecture plans approved for clearance to construct the buildings.
- (b) The said plans shall be prepared by the Architects of the Developer and at the costs of the Developer which shall be forthwith be submitted by the owners with appropriate agencies for the purposes of obtaining requisite approvals and permissions.
- (c) That the architecture plans may only be modified or changed with prior written consent of the Developer during the stage of approval. Howsoever, after initial approval of the architecture plan, no modification, alteration or changes in the approved architecture plan shall be permitted unless submitted by the Developer to appropriate agency certifying and approving the architecture plans.
- (d) The owners declare that they have examined and verified the draft Scheme framed and proposals made by the Developer for the development of the said project and they are fully satisfied with the same including the provisions made with regard thereto by the Developer as also with the responsibilities of the parties mentioned and described therein.

Spandan  
12/08/2021

Spandan Singh  
12/08/2021

4. GENERAL POWER OF ATTORNEY

- (a) Immediately after the execution of this agreement, the owners shall execute a General Power of Attorney in favour of the Developer or any other person nominated by the Developer for carrying out day to day operations related to the construction and also for negotiations and entering into agreements with prospective Purchasers of the

Ms. DAYAL BUILDERS  
Spandan  
Proprietor

constructed Project, with respect to his /its share , save and except the share of the owner /1<sup>st</sup> party.

- (b) The General Power of Attorney shall be executed on the same day as the date of execution of the instant Agreement. Failure of the owners to execute the General Power of Attorney shall make the Agreement terminable at the instance of the Developer, and in such eventuality, the Developer shall be entitled to receive from the owners all moneys, costs and expenses incurred by it in connection with this Agreement.
- (c) The Developer or its nominated person shall act as true and bonafide attorney of the owners in connection with the accomplishment of the Project, i.e. undertake construction activities and sale/ negotiating sales of the construction areas realised from the Project.

5. That the Developer shall be authorised to present plans for structural, electrical, sewerage etc. and obtain due approvals or consents from the appropriate authorities or agencies on behalf of the owners. The owners shall extend all co-operation during such process and any breach of failure to co- operate, when required by the Developer shall be deemed to be material breach of mandatory obligations of the owners.

#### 6. REPRESENTATION & WARRANTIES

- (a) The owners represents that the owners are the bonafide and true owners of the Schedule Premises and there is no risk, defect or encumbrance or pending litigation in relation to the title of the Schedule Premises. The owners further warrant that, if in future, there are claims on the title of the Schedule Premises on account of any lien, charge, mortgage, encumbrance, litigation affecting or prejudicing the title, the owners shall be entitled to refund of all costs incurred in the construction of the building and also the costs and expenses towards obtaining requisite consents and approvals.

M/s DAYAL BUILDERS  
*Spruh*  
12/08/2021, Proprietor

*Jagdish Singh*  
12/08/2021

- (b) The owners after the execution of this Agreement by the virtue of this Development Agreement have handed over peaceful and vacant possession of the Schedule Premises to the Developer.

7. DELIVERY OF POSSESSION

- (a) Notwithstanding anything contained in the preceding clause, it is specifically agreed by and between the parties hereto that after execution hereof the Developer shall be entitled to put up fencing around the said property or any portion or portions thereof, for the purposes of preventing any encroachment.
- (b) All costs, charges and expenses in respect of the above building project shall be borne and paid by the Developer alone.
- (c) As from the date hereof, the owners shall be solely entitled at their own risk to deal and/or negotiate with any attempts of the unauthorised occupants and/or trespassers on the said property and to take any proceedings against them and/or to arrive at any arrangement or agreement with them at the costs, charges and expenses of the owners alone.
- (d) However, the owners shall empower and authorise the Developer and/or his nominees under the Power of Attorney to be executed as aforesaid to effectively deal and/or negotiate with any trespassers or attempt of unauthorised occupants.

8. SUBMISSION OF TITLE DEEDS

- (a) The owners shall deposit with the Developer all the original khatian, partition deed and mutation and related documents, which shall be securely held and retained by the Developer for the purposes of this Agreement without claiming therein any right of ownership or of a mortgagee in any manner whatsoever.

M/s DAYAL BUILDERS

*Sp/Smh*

17/02/2021 Proprietor

*Geogjish Singh*

17/02/2021

M/s. DAYAL BUILDERS

*Sp/Smh*

Proprietor



(b) The original partition deed, mutation and related documents related to Schedule Premises shall be in the custody of the Developer for lifetime, against an ordinary receipt in favour of the owners.

9. (a) **TIME OF COMPLETION OF PROJECT :**

That the parties agree that time is the essence of this Agreement and the Developer shall strive to complete the Entire Project within 30 Months i.e 2.5 years from the date of receipt of the requisite clearances and approvals of Building plan.

(b) **TIME TO HANDOVER THE SHARE TO LANDLORD/ OWNERS :**

That the DEVELOPER / BUILDER agrees to handover the share of the respective landlords/owners upon the completion of the entire project from the date of receipt of the requisite clearances, sanctions and approvals also from the date of actual passing is handed over to the DEVELOPER/BUILDER from the concerned authorities or department.

(c) **ALLOTMENT OF UNIT / FLAT PER LANDLORD / OWNERS**

That it is agreed and decided by and between the parties that the Developer shall deliver 50 % of the total constructed area consisting of flats, parking's, units, etc. to be constructed on the Schedule A hereunder written as morefully described in the Schedule B hereunder written property.

(d) **PAYMENT OF NON-REFUNDALE SECURITY DEPOSIT / ADVANCE**

(i) That the Developer shall pay as a non - adjustable deposit of Rs. 21,00,000.00 (Rupees Twenty One Lakhs) only to the OWNERS. That out of the said deposit the DEVELOPER shall pay a sum of Rs. 10,00,000.00 (Rupees Ten Lakhs Thousand) only today to the OWNERS vide the Cheque nos.088202 dated 02/11/2020 drawn on the State Bank Of India, Jugsalai

M/s DAYAL BUILDERS

*Spruh*  
17/03/2021 Proprietor

*Jugdish Singh*  
17/03/2021

M/s. DAYAL BUILDERS  
*Spruh*  
Proprietor

Branch , Jamshedpur and undertakes to pay the remaining Rs. 11,00,000.00 (Rupees Eleven Lakhs) only to the OWNERS within three months of the execution of this agreement.

(ii) That the OWNER undertakes to pay all the costs for evicting and settling the tenants subsisting within the Schedule A hereunder premises or the costs for the same shall be adjusted from the share or the payables to the owners.

#### 10. FORCE MAJEURE

The mutual obligations of the Parties shall remain suspended during any period of natural calamity, earth quake, civil war, riot, acute shortage of building materials, labour unrest, Act of God, any governmental action restraining affecting construction work and or any unforeseen or foreseen incident, which shall be beyond the control of human being. The Parties claiming force majeure shall intimate the other party of the existence of the Force Majeure conditions and shall also notify the cessation of the Force Majeure conditions.

The Developer shall be entitled to sell and dispose of its shares of the proposed building i.e. developer's allocation, described in the Schedule 'B' to this Agreement along with common advantaged, privileges, utility services, amenities etc. to the various buyers at its discretion to which the owners shall have no objection and shall wilfully execute the necessary instruments and documents to this effect without any further consideration payable to the owners.

Ms. DAYAL BUILDERS

*Sprmh*  
Proprietor

*Dayal Singh*  
17/04/2021  
18/04/2021  
Proprietor

11. That without prejudice to the generality of the provisions contained in this Agreement, the owners specifically make declaration as hereinafter:

- (a) The owners are the lawful, bonafide and true owners of the Schedule Premises and are authorised to enter into the Agreement with the Developer.

It is further declared that the owners, either jointly or severally, have not sold, transferred or conveyed the lands or any part or portion of the land or rights in relation to the Schedule Premises to any party or third party and neither there is any agreement existing executed by the owners in relation to the Schedule Premises.

- (b) The owners hereby assure and admit to execute or sign any further paper, document etc. in favour the Developer for the purposes related to construction of the building on the Schedule Premises.
- (c) The owners shall execute the Agreements for sale to be executed between the Developers and the intended buyers as Conforming Party in connection with the proposed building (If needed by the Developer)

12. That the Developer and the Second Party hereby declares and covenants:

- (a) That the Developer shall be entitled to enter into agreements with various agencies and intending buyers in connection with the proposed building and part thereof with respect to his share.
- (b) That the Developer shall be entitled to enter into agreements for sale or otherwise with intending buyers and to receive considerations relating to various such agreements for constructed areas forming Developer Allocation.
- (c) That the expenses incurred towards preparation of building plan, passing of such plan or plans, payment to architect, civil engineer, labours, workmen, guard, purchase of building materials, fixtures, fittings installation and / or other service connection to be installed therein, documentation miscellaneous charges, levied fines, penalties imposed by Municipality or any other authorities during the

M/s. DAYAL BUILDERS

*Spsmh*  
Proprietor

*Joogdish Singh*  
M/s. DAYAL BUILDERS  
*Spsmh*  
Proprietor  
18/08/2021  
18/08/2021  
Proprietor

construction of the proposed said building shall be fully borne by the Developer only.

- (d) Developer shall be overall responsible for the construction of the proposed building on the Schedule Premises and in an event of any disputes arising due on the Schedule Premises, the owners shall jointly or severally protect and defend the interest of the Developer in this regard.
13. It is also mutually agreed that this agreement has been or is being entered to create irrevocable obligations and the owners shall not be entitled in any manner to rescind or cancel this agreement or any of its provisions.
14. That, both the parties agree that the Developer shall be at liberty to carry out newspaper publication to advertise the Project for the purposes of general advertisement or generating revenues for the Project at its own risk.
15. The Developer shall be entitled to raise finances from Banks, Financial Institutions, Housing Finance Companies etc. for the purpose of construction of the said Project and for such purpose to mortgage and charge the said plot of land and to enter into, sign and execute all requisite agreements, contracts, deeds, documents, papers, declarations, affidavits for such purpose without seeking to obtain any further consent of the owners, provided however that the developer shall not attach any liability to the owners on account of its borrowings in any manner whatsoever.
16. Both parties agree that, in the event, clear and marketable title and bonafide possession of the owners appears suspicious in relation to the Schedule Premises, the Developer shall be entitled to undertake steps to clear such defects at the cost of the owners. However, if the defects in title and possession cannot be cured, then the Developer shall be entitled to receive damages and compensation of the costs and expenses

Jagdish Singh  
17/08/2021

M/s DAYAL BUILDERS  
Sparsh  
Proprietor  
17/08/2021

M/s. DAYAL BUILDERS  
Sparsh  
Proprietor

incurred by the Developer towards the construction work and the related activities undertaken by the Developer in connection with the construction work at the Schedule Premises.

17. **TAXES AND OUTGOINGS**

- (a) The owners shall pay and discharge all assessments, outgoing, taxes, etc. payable in respect of the Schedule Premises upto the date of the possession of the said property is handed over by them to the Developer. Thereafter, the same shall be paid and borne by the Developer alone at the existing rates. Any revision in the outgoing, assessment, taxes with respect to the Schedule land and premises after delivery of possession of the area of holding shall be the mutual responsibility of the Parties to this Agreement as per the proportionate holding of the constructed area, till sale of constructed buildings to the prospective buyers.
- (b) Parties agree that any manner of indirect taxes arising out from this Agreement shall be the responsibility of the Developer to discharge.
- (c) All incidents of direct or personal taxes shall be the respective liabilities of the Parties.

*Joogdish Singh*  
17/03/2021

M/s DAYAL BUILDERS  
*Pran*  
Proprietor  
17/03/2021

18. **RATIFICATION**

The owners state's, declares and confirms that all acts and deeds done, executed and performed by the Developer in pursuance hereof or in pursuance of the formal development agreement to be executed by the parties hereto, in connection with the development of the housing project shall be binding at all times hereafter on the owners and the owners covenants to ratify the same as and when called upon to do so.

M/s. DAYAL BUILDERS  
*Pran*  
Proprietor

19. INDEMNIFICATION

The parties hereto shall indemnify and/or keep each other saved, harmless and indemnified against all losses, claims demands costs, damages proceedings, charges and expenses which any of the parties hereto may suffer in respect of any acts, deeds, matters or thing done or any omission made by the other party and/or anything arising in connection therewith.

Jagdish Singh  
17/08/2021

20. AMENDMENTS

The contents of the Agreement may be altered, modified or amended with mutual consent of the Parties to this Agreement, if deemed necessary for the purposes of interest and benefit of the Project.

21. ASSIGNMENT

No part of this Agreement can be assigned by the Developer to any other Developer without obtaining the prior permission of the owners. The Developer, prior to creation of any assignment shall request the owners for creation of assignment, which shall not be unreasonably withheld.

However, the Developer shall be at liberty to engage contractors, technicians and other agencies in aid of construction of the Project at the Schedule Premises.

M/s DAYAL BUILDERS  
Spsinh  
17/08/2021 Proprietor

22. MATERIAL TO BE USED

That the DEVELOPER/BUILDER clearly mention here in writing in this agreement that the material to be used in the project shall be of good quality standard materials.

M/s. DAYAL BUILDERS  
Spsinh  
Proprietor

24. **ARBITRATION**

Any disputes and differences that may arise between the parties hereto relating to or in connection with the matter of this agreement or between the parties or their representatives shall be referred for adjudication with a sole arbitrator's to be appointed in joint consultation of the Parties. The Arbitrator shall have summary powers. The proceedings of the arbitration shall be guided by the provisions of Arbitration & Conciliation Act, 1996.

The Governing Laws for the arbitration shall be laws applicable in the State of Jharkhand, India.

*Joseph Singh*  
15/03/2021

25. **JURISDICTION**

Courts at Jamshedpur only shall have the exclusive jurisdiction to try and hear any and all disputes concerned with arbitration or any other dispute, which may have occurred between the Parties.

M/s DAYAL BUILDERS  
*Dayal*  
15/03/2021 Proprietor

26. That as per the Jharkhand Apartment (Flat) Ownership Act, 2011 under section 5, both the party owners and the developers are competent to execute and entered into agreement for sale / sale deed of their respective share.

27. That the Builder may obtain certificate of RERA 2017 in connection with the proposed project , if any applicable from the from the appropriate , Authorities or office.



M/s. DAYAL BUILDERS  
*Dayal*  
Proprietor

**Schedule 'A'**

[Schedule Premises]

All that piece and parcel of land measuring an area of 3.66 Decimals, recorded under Khata no. 179, being plot no. 1438, situated in Mouza Jugsalai, Ward No. 4, P.S. Jugsalai, Thana no.11614, District East Singhbhum,

Bounded as follows :

North : Main road;

South : Branch road;

East : Hotel Green Park;

West : Jaidev kumar wadhawan.

**Schedule 'B'**

[OWNERS' Allocation]

The Developer shall deliver 50 % of all the constructed area comprising of parking, shops, commercial space, offices, flats, etc. along with undivided proportionate share in the land within the building to be constructed including all its advantages, privileges, amenities and services over Schedule A premises of this Agreement.

**Schedule 'C'**

[Developer's Allocation]

Save and except the owner's allocation, as stated herein above in Schedule 'B', the remaining constructed 50 % area i.e. all the remaining flats, parking's, units etc., to be consisted of parking, shops, commercial space, offices, flats, undivided land right and the roof right to be constructed over the Schedule 'A' premises including all its advantages, privileges, amenities and services.

*Jagdish Singh*  
17/08/2021

M/S DAYAL BUILDERS  
*Sandy*  
Proprietor  
17/08/2021

M/S. DAYAL BUILDERS  
*Sandy*  
Proprietor



IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and the year first hereinabove written.

WITNESS A.

2. मां: अयामुद्दिन खान  
पिता: स. मां: एनीम खान  
Q. A. Khan.

3. Dharmjith Singh Sadana, s/o Dhanyant Singh Sadana, R/O 43 Sadana Villa, Thane, Back Road, Jajalal, Jamshedpur

Certified that the finger prints of left hand of each person whose photograph has been affixed in this document has been obtained by me or before me.

Jagdish Singh  
17/03/2021

H. N. Dayal  
ADVOCATE

M/s DAYAL BUILDERS

S. Parkh

Proprietor  
17/03/2021



2

# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 798249523428e594ef0e

Receipt Date : 17-Mar-2021 12:48:59 pm

Receipt Amount : 42100/-

Amount In Words : Forty Two Thousands One Hundred Rupees Only

Token Number : 20200000111097

Office Name : District SRO - Jamshedpur

Document Type : Development Agreement

Payee Name : DAYAL BUILDERS REP BY SURENDER PAL SINGH ( Vendee )

GRN Number : 2105051333

M/s DAYAL BUILDERS

*Surender Pal Singh*  
Proprietor



-: For Office Use :-

*Def*  
*17/03/21*  
*2020/11/097*  
*17.03.21*

2021/JSR/1437/BK1/1319



*JSR*

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।

*इस रसीद से वास्तव में भुगतान के प्रमाण के बिना प्रमाण की सेवा नहीं की गई है।*

*Jardar Kumar*

17/03/2021

Development Agreement  
1442200

PS  
Jugsalai

Stamp  
42/00



51/113

Hc

खाना नुमा 179 एच.ओ. नुमा  
1428 एच.ओ. नुमा  
दस - नुमा  
17/3/2021



Jaidev Kumar  
17/03/2021

**जिला अवर निबन्धक**

उपस्थापित दस्तावेज में लेखिका/प्रिंसपल  
जाति के ... अंकित की गई है।  
छोटानागपुर कारतकारी अधिनियम 1908  
की धारा 48(B) के अन्तर्गत नहीं है।

17/3/2021

यम 21 के अधीन ग्राह्या: भारतीय स्टाम्प-अधिनियम  
(डियन स्टाम्प ऐक्ट), 1899 की अनुसूची  
या 1फ, सं. 5 के अधीन  
घावत् स्टाम-सहित (या स्टाम्प-शुल्क  
विमुख का स्टाम्प-शुल्क अपेक्षित नहीं)।

**DEVELOPMENT AGREEMENT**

निबन्धन-प्राधिकारी

THIS DEVELOPMENT AGREEMENT IS MADE on this 17th day of  
March, 2021, AT JAMSHEDPUR, BY AND BETWEEN;

Jaidev Kumar

श्री 2605-  
श्री 3150-  
E 2000-

JAIDEV KUMAR WADHAWAN alias JAYDEV KUMAR WADHAWAN  
(UID : 2067 7373 6027 and PAN : AAFPW4957K) S/o Late Ranjeet Singh , by  
faith Hindu, Caste Arya Punjabi Indian National, by occupation Business, R/oH.  
No. 118, Hotel Basera, Station Road, Kachhari, Tatanagar, Jugsalai, P.O  
Tatanagar and P.S Jugsalai, Town Jamshedpur, District East Singhbhum, State  
of Jharkhand, hereinafter together referred to as the 'OWNERS' which  
expression shall, unless it be repugnant to the context or meaning thereon be  
deemed to include his heirs, executors, administrators and assigns, being the  
Parties of the First Parti.

17/3/2021  
दस्तावेज जांचा

M/s DAYAL BUILDERS

Proprietor



*Handwritten signature*

M/s DAYAL BUILDERS

*Handwritten signature*

Proprietor

17/03/2021



AND

M/s. DAYAL BUILDERS, a proprietorship firm, having its office at B.S. Plaza (Ground Floor), Main Road, Bistupur, P.O and P.S Bistupur, Town Jamshedpur, District East Singhbhum, being represented by its proprietor Mr. Surender Pal Singh, S/o Sardar Gurdayal Singh, by faith Sikh, by caste Chattri, by occupation Business, resident of Gouri Shankar Road, Jugsalai, within P.S Jugsalai, Town Jamshedpur, District East Singhbhum, hereinafter called and referred to as the 'DEVELOPER/ BUILDER', which expression shall, unless it be repugnant to the context or meaning thereon be deemed to include his heirs, executors, administrators and assigns, being the Parties of the Other Part:

*Handwritten signature: Surender Kumar*  
17/03/2021

3

M/s DAYAL BUILDERS

*Handwritten signature*

Proprietor

WHEREAS the OWNERS are the lawful owners and in absolute possession of the land measuring an area 1.83 Decimals, recorded under Khata no. 179, being plot no. 1438, of Mouza Jugsalai Ward no. 4, P.S. Jugsalai, Thana no. 11614, Halka IV, Town Jamshedpur, District East Singhbhum and morefully described in the Schedule hereunder written, which the owners had acquired by the virtue of a partition deed bearing deed no. 2019/JSR/4637/BK1/4249 dated 19-10-2019, registered at the District Sub Registry office at Jamshedpur and thereafter the same is mutated in the name of the Owners in the government records vide mutation case no. 1115/R27 2020-2021, order dated 08/12/2020.

AND WHEREAS the OWNERS are the lawful owners and in peaceful possession of the Schedule Ahereunder written land and has been enjoying all acts of ownership thereto.

AND WHEREAS, the owners are unable to look after and manage the Schedule Premises and therefore the owners is desirous to get the Schedule Premises developed and or construct multi-storeyed buildings and or building projects over the Schedule premises through the Developer.

AND WHEREAS the owners have come to know of the workmanlike, professional and craftsmanship of the Developer and have approached the Developer for developing the Schedule Premises.

AND WHEREAS after mutual discussions and deliberations, the owners have agreed to grant to the Developer and the Developer has agreed to accept from the owners, exclusive and irrevocable rights to undertake the construction on the Schedule Premises for development of the Schedule Premises on the following terms and conditions:

Jaiden Kumar  
17/03/2021

4 |

M/s DAYAL BUILDERS

*S. Singh*

Proprietor

M/s DAYAL BUILDERS

*S. Singh*

Proprietor

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES  
HERETO AS FOLLOWS:

1. This Agreement shall be deemed to have been commenced with effect from the date of execution of these presents and shall remain in force until completion of the development and construction of the said project.
2. The owners hereby grant exclusive and irrevocable right to the Developer for development of the Schedule Premises, terminable only at the instance of the Developer, unless specified otherwise hereinafter.
3. **DEVELOPMENT PLANS & APPROVALS**
  - (a) It is specifically agreed that the owners shall through the Developer's Architects submit plans for sanctioning of lay out for construction of buildings and/or other structures on the said property or any part or portion thereof to the appropriate agencies and have the architecture plans approved for clearance to construct the buildings.
  - (b) The said plans shall be prepared by the Architects of the Developer and at the costs of the Developer which shall be forthwith be submitted by the owners with appropriate agencies for the purposes of obtaining requisite approvals and permissions.
  - (c) That the architecture plans may only be modified or changed with prior written consent of the Developer during the stage of approval. Howsoever, after initial approval of the architecture plan, no modification, alteration or changes in the approved architecture plan shall be permitted unless submitted by the Developer to appropriate agency certifying and approving the architecture plans.
  - (d) The owners declare that they have examined and verified the draft Scheme framed and proposals made by the Developer for the development of the said project and they are fully satisfied with the

Jaydev Kumar  
17/03/2021

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M/s DAYAL BUILDERS

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Proprietor

M/s DAYAL BUILDERS

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Proprietor

same including the provisions made with regard thereto by the Developer as also with the responsibilities of the parties mentioned and described therein.

#### 4. GENERAL POWER OF ATTORNEY

- (a) Immediately after the execution of this agreement, the owners shall execute a General Power of Attorney in favour of the Developer or any other person nominated by the Developer for carrying out day to day operations related to the construction and also for negotiations and entering into agreements with prospective Purchasers of the constructed Project.
- (b) The General Power of Attorney shall be executed on the same day as the date of execution of the instant Agreement. Failure of the owners to execute the General Power of Attorney shall make the Agreement terminable at the instance of the Developer, and in such eventuality, the Developer shall be entitled to receive from the owners all moneys, costs and expenses incurred by it in connection with this Agreement.
- (c) The Developer or its nominated person shall act as true and bonafide attorney of the owners in connection with the accomplishment of the Project, i.e. undertake construction activities and sale/ negotiating sales of the construction areas realised from the Project.
5. That the Developer shall be authorised to present plans for structural, electrical, sewerage etc. and obtain due approvals or consents from the appropriate authorities or agencies on behalf of the owners.

Jayden Kumar  
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M/s DAYAL BUILDERS

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M/s DAYAL BUILDERS

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Proprietor

The owners shall extend all co-operation during such process and any breach of failure to co- operate, when required by the Developer shall be deemed to be material breach of mandatory obligations of the owners.

## 6. REPRESENTATION & WARRANTIES

- (a) The owners represents that the owners are the bonafide and true owners of the Schedule Premises and there is no risk, defect or encumbrance or pending litigation in relation to the title of the Schedule Premises. The owners further warrant that, if in future, there are claims on the title of the Schedule Premises on account of any lien, charge, mortgage, encumbrance, litigation affecting or prejudicing the title, the owners shall be entitled to refund of all costs incurred in the construction of the building and also the costs and expenses towards obtaining requisite consents and approvals.
- (b) The owners after the execution of this Agreement by the virtue of this Development Agreement have handed over peaceful and vacant possession of the Schedule Premises to the Developer.

## 7. DELIVERY OF POSSESSION

- (a) Notwithstanding anything contained in the preceding clause, it is specifically agreed by and between the parties hereto that after execution hereof the Developer shall be entitled to put up fencing around the said property or any portion or portions thereof, for the purposes of preventing any encroachment.

M/s DAYAL BUILDERS

  
Proprietor

M/s DAYAL BUILDERS

  
Proprietor

Jordan Kumar  
1808/30/PS1



- (b) All costs, charges and expenses in respect of the above shall be borne and paid by the Developer alone.
- (c) As from the date hereof, the owners shall be solely entitled at their own risk to deal and/or negotiate with any attempts of the unauthorised occupants and/or trespassers on the said property and to take any proceedings against them and/or to arrive at any arrangement or agreement with them at the costs, charges and expenses of the owners alone.
- (d) However, the owners shall empower and authorise the Developer and/or his nominees under the Power of Attorney to be executed as aforesaid to effectively deal and/or negotiate with any trespassers or attempt of unauthorised occupants.

**8. SUBMISSION OF TITLE DEEDS**

- (a) The owners shall deposit with the Developer all the original khatian, partition deed and mutation and related documents, which shall be securely held and retained by the Developer for the purposes of this Agreement without claiming therein any right of ownership or of a mortgagee in any manner whatsoever.
- (b) The original the partition deed, mutation and related documents related to Schedule Premises shall be in the custody of the Developer for lifetime, against an ordinary receipt in favour of the owners.

**9. (a) TIME OF COMPLETION OF PROJECT :**

That the parties agree that time is the essence of this Agreement and the Developer shall strive to complete the Entire Project within 30 Months (i.e

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M/s DAYAL BUILDERS

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M/s DAYAL BUILDERS

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Proprietor

*Jai Dev Kumar*  
17/03/2021

2.5 years) from the date of receipt of the requisite clearances and approvals.

**(b) TIME TO HANDOVER THE SHARE TO LANDLORD/ OWNERS :**

That the DEVELOPER / BUILDER agrees to handover the share of the respective landlords/owners upon the completion of the entire project from the date of receipt of the requisite clearances, sanctions and approvals also from the date of actual passing is handed over to the DEVELOPER/BUILDER from the concerned authorities or department.

**(c) ALLOTMENT OF UNIT / FLAT PER LANDLORD / OWNERS**

That it is agreed and decided by and between the parties that the Developer shall deliver 50 % of the total constructed area consisting of flats, parking's, units, etc. to be constructed on the Schedule A hereunder written as morefully described in the Schedule B hereunder written property.

**(d) PAYMENT OF NON- REFUNDABLE SECURITY DEPOSIT/ ADVANCE**

(i) That the Developer shall pay as a non - adjustable deposit of Rs. 10,50,000.00 (Rupees Ten Lakhs Fifty Thousand) only to the OWNERS. That out of the said deposit the DEVELOPER had paid a sum of Rs. 5,00,000.00 (Rupees Five Lakhs) only today to the OWNERS vide the Cheque nos. 088207, dated 02/11/2020, drawn on the State bank of India, Jugsalai ,Jamshedpur and undertakes to pay the remaining Rs. 5,50,000.00 (Rupees Five Lakhs Fifty Thousand) only to the OWNERS within three months of the execution of this agreement.

(ii) That the OWNER undertakes to pay all the costs for evicting and settling the tenants subsisting within the Schedule A hereunder premises or the costs for the same shall be adjusted from the share or the payables to the owners.

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M/s DAYAL BUILDERS

  
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M/s DAYAL BUILDERS

  
Proprietor

*Jaydev Kumar*  
17/03/2021

10. FORCE MAJEURE

The mutual obligations of the Parties shall remain suspended during any period of natural calamity, earth quake, civil war, riot, acute shortage of building materials, labour unrest, Act of God, any governmental action restraining affecting construction work and or any unforeseen or foreseen incident, which shall be beyond the control of human being. The Parties claiming force majeure shall intimate the other party of the existence of the Force Majeure conditions and shall also notify the cessation of the Force Majeure conditions.

The Developer shall be entitled to sell and dispose of its shares of the proposed building i.e. developer's allocation, described in the Schedule 'B' to this Agreement along with common advantaged, privileges, utility services, amenities etc. to the various buyers at its discretion to which the owners shall have no objection and shall wilfully execute the necessary instruments and documents to this effect without any further consideration payable to the owners.

11. That without prejudice to the generality of the provisions contained in this Agreement, the owners specifically make declaration as hereinafter:

(a) The owners are the lawful, bonafide and true owners of the Schedule Premises and are authorised to enter into the Agreement with the Developer.

It is further declared that the owners, either jointly or severally, have not sold, transferred or conveyed the lands or any part or portion of the land or rights in relation to the Schedule Premises to any party or third party and neither there is any agreement existing executed by the owners in relation to the Schedule Premises.

Jayden Kumar  
17/03/2021

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M/s DAYAL BUILDERS

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M/s DAYAL BUILDERS

*S Singh*  
Proprietor

- (b) The owners hereby assure and admit to execute or sign any further paper, document etc. in favour the Developer for the purposes related to construction of the building on the Schedule Premises.
- (c) The owners shall execute the Agreements for sale to be executed between the Developers and the intended buyers as Conforming Party in connection with the proposed building (If needed by the Developer)

12. That the Developer and the Second Party hereby declares and covenants:

- (a) That the Developer shall be entitled to enter into agreements with various agencies in connection with the proposed building.
- (b) That the Developer shall be entitled to enter into agreements for sale or otherwise with intending buyers and to receive considerations relating to various such agreements for constructed areas forming Developer Allocation.
- (c) That the expenses incurred towards preparation of building plan, passing of such plan or plans, payment to architect, civil engineer, labours, workmen, guard, purchase of building materials, fixtures, fittings installation and / or other service connection to be installed therein, documentation miscellaneous charges, levied fines, penalties imposed by Municipality or any other authorities during the construction of he said building shall be fully borne by the Developer only.
- (d) Developer shall be overall responsible for the construction of the proposed building on the Schedule Premises and in an event of any disputes arising due on the Schedule Premises, the owners shall jointly

Jaydev Kumar  
17/03/2021

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M/s DAYAL BUILDERS  
Proprietor

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Proprietor

or severally protect and defend the interest of the Developer in this regard.

13. It is also mutually agreed that this agreement has been or is being entered to create irrevocable obligations and the owners shall not be entitled in any manner to rescind or cancel this agreement or any of its provisions.
14. That, both the parties agree that the Developer shall be at liberty to carry out newspaper publication to advertise the Project for the purposes of general advertisement or generating revenues for the Project at its own risk.
15. The Developer shall be entitled to raise finances from Banks, Financial Institutions, Housing Finance Companies etc. for the purpose of construction of the said Project and for such purpose to mortgage and charge the said plot of land and to enter into, sign and execute all requisite agreements, contracts, deeds, documents, papers, declarations, affidavits for such purpose without seeking to obtain any further consent of the owners, provided however that the developer shall not attach any liability to the owners on account of its borrowings in any manner whatsoever.
16. Both parties agree that, in the event, clear and marketable title and bonafide possession of the owners appears suspicious in relation to the Schedule Premises, the Developer shall be entitled to undertake steps to clear such defects at the cost of the owners. However, if the defects in title and possession cannot be cured, then the Developer shall be entitled

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M/s DAYAL BUILDERS  
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M/s DAYAL BUILDERS  
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Proprietor

*Jaiden Kumar*  
17/03/2021

to receive damages and compensation of the costs and expenses incurred by the Developer towards the construction work and the related activities undertaken by the Developer in connection with the construction work at the Schedule Premises.

17. **TAXES AND OUTGOINGS**

- (a) The owners shall pay and discharge all assessments, outgoing, taxes, etc. payable in respect of the Schedule Premises upto the date of the possession of the said property is handed over by them to the Developer. Thereafter, the same shall be paid and borne by the Developer alone at the existing rates. Any revision in the outgoing, assessment, taxes with respect to the Schedule land after delivery of possession of the land shall be the mutual responsibility of the Parties to this Agreement as per the proportionate holding of the constructed area, till sale of constructed buildings to the prospective buyers.
- (b) Parties agree that any manner of indirect taxes arising out from this Agreement shall be the responsibility of the Developer to discharge.
- (c) All incidents of direct or personal taxes shall be the respective liabilities of the Parties.

18. **RATIFICATION**

The owners state, declares and confirms that all acts and deeds done, executed and performed by the Developer in pursuance hereof or in pursuance of the formal development agreement to be executed by the parties hereto, in connection with the development of the housing project shall be binding at all times hereafter on the owners and the owners covenants to ratify the same as and when called upon to do so.

*Jaydev Kumar*  
*18/08/21*

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M/s DAYAL BUILDERS  
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Proprietor

M/s DAYAL BUILDERS  
*Sprish*  
Proprietor

19. **INDEMNIFICATION**

The parties hereto shall indemnify and/or keep each other saved, harmless and indemnified against all losses, claims demands costs, damages proceedings, charges and expenses which any of the parties hereto may suffer in respect of any acts, deeds, matters or thing done or any omission made by the other party and/or anything arising in connection therewith.

20. **AMENDMENTS**

The contents of the Agreement may be altered, modified or amended with mutual consent of the Parties to this Agreement, if deemed necessary for the purposes of interest and benefit of the Project.

21. **ASSIGNMENT**

No part of this Agreement can be assigned by the Developer to any other Developer without obtaining the prior permission of the owners. The Developer, prior to creation of any assignment shall request the owners for creation of assignment, which shall not be unreasonably withheld.

However, the Developer shall be at liberty to engage contractors, technicians and other agencies in aid of construction of the Project at the Schedule Premises.

22. **MATERIAL TO BE USED**

That the DEVELOPER/BUILDER clearly mention here in writing in this agreement that the material to be used in the project shall be of good quality standard materials.

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M/s DAYAL BUILDERS

*[Signature]*  
Proprietor

M/s DAYAL BUILDERS

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Proprietor

*Jordan Kuma*  
*17/03/2021*

23. **ARBITRATION**

Any disputes and differences that may arise between the parties hereto relating to or in connection with the matter of this agreement or between the parties or their representatives shall be referred for adjudication with a sole arbitrator to be appointed in joint consultation of the Parties. The Arbitrator shall have summary powers. The proceedings of the arbitration shall be guided by the provisions of Arbitration & Conciliation Act, 1996.

The Governing Laws for the arbitration shall be laws applicable in the State of Jharkhand, India.

24. **JURISDICTION**

Courts at Jamshedpur only shall have the exclusive jurisdiction to try and hear any and all disputes concerned with arbitration or any other dispute, which may have occurred between the Parties.

25. That as per the Jharkhand Apartment (Flat) Ownership Act, 2011 under section 5, both the party owners and the developers are competent to execute and entered into agreement for sale / sale deed of their respective share.

26. That the Builder may obtain certificate of RERA 2017 in connection with the proposed project , if any applicable from the from the appropriate , Authorities or office.

Jayidhar Kumar  
15/08/2021

M/s DAYAL BUILDERS  
Proprietor

M/s DAYAL BUILDERS  
Proprietor



**Schedule 'A'**

**[Schedule Premises]**

All that piece and parcel of land measuring an area of 1.83 Decimals, recorded under Khata no. 179, being plot no. 1438, situated in Mouza Jugsalai, Ward No. 4, P.S. Jugsalai, Thana no.11614, District East Singhbhum,

Bounded as follows :

North : Main road;

South : Branch Road;

East : Jagdish singh Wadhawan;

West : Virender Kumar Wadhawan.

**Schedule 'B'**

**[OWNER'S Allocation]**

The Developer shall deliver 50 % of all the constructed area comprising of parking, shops, commercial space, offices, flats, etc. along with undivided proportionate share in the land within the building to be constructed, including all its advantages, privileges, amenities and services over Schedule A premises of this Agreement.

*Virender Kumar*  
17/03/2021

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M/s DAYAL BUILDERS

*[Signature]*  
Proprietor

M/s DAYAL BUILDERS

*[Signature]*  
Proprietor

Schedule 'C'  
[Developer's Allocation]

Save and except the Owner's allocation, as stated herein above in Schedule 'B', the Entire remaining 50 % of Constructed and parking areas comprising of parking, shops, commercial space, offices, flats, etc. and undivided land right and the roof rights of the buildings to be constructed over the Schedule 'A' premises including all its advantages, privileges, amenities and services.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and the year first hereinabove written.

WITNESS 1. <sup>Bhupinder Singh S/O INDERJEET SINGH D11471A</sup>  
Tuglaka.

2. मां: <sup>श्यामसुन्दर खान</sup>  
पिन स. <sup>हनीम खान</sup>

3. <sup>G. Khanna</sup>  
Dhanjoti Singh Sadana, s/o. Dharamand Singh  
Sadana, R/O 43

Certified that the finger prints of left hand of each person whose photograph has been affixed in this document has been obtained by me or before me.

M/S DAYAL BUILDERS  
*Spruh*  
Proprietor

*H. S. Khanna*  
ADVOCATE

*Jarinder Kaur*  
18/02/2021

M/S DAYAL BUILDERS  
*Spruh*  
Proprietor



# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : fbba0ce9e26e2cc81d0d

Receipt Date : 17-Mar-2021 12:17:05 pm

Receipt Amount : 42100/-

Amount In Words : Forty Two Thousands One Hundred Rupees Only

Token Number : 2020000111065

Office Name : District SRO - Jamshedpur

Document Type : Development Agreement

Payee Name : DAYAL BUILDERS REP BY SURENDER PAL SINGH ( Vendee )

GRN Number : 2105049694



M/s DAYAL BUILDERS

*Surender*  
Propri.

:- For Office Use :-



*Def...*  
*on 17/03/21*  
*17-03-21*

*2020/111065*  
*17-03-21*

*2021/ISR/1433/BK1/1317*

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।

*के निम्नलिखित की सेवा वही नहीं है*

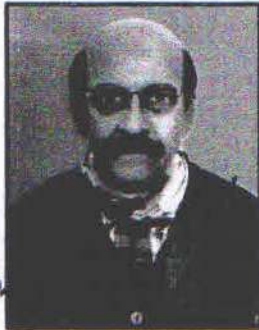
*Surender Kumar*

*17/03/2021*

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Virender Kumar  
17/03/2021

नियम 21 के अधीन ग्राह्या: भारतीय स्टाम्प-अधिनियम  
(इंडियन स्टाम्प ऐक्ट), 1899 की अनुसूची  
1 या 1क, स०..... के अधीन  
यथावत् स्टाम-सहित (या स्टाम्प-शुल्क  
से विमुख या स्टाम्प-शुल्क अपेक्षित नहीं)।

जिला अवर डिप्युटी क्लर्क

जम्शेदपुर जिला / जिला  
कारतकारी अधिनियम 1908  
के अन्तर्गत नहीं हैं।

जल 179 लाल  
1438 लाल  
17/3/21

निबंधन  
17/3/21

DEVELOPMENT AGREEMENT

Keddy

H 36000--  
E 2000--  
A 31500--

THIS DEVELOPMENT AGREEMENT IS MADE on this 17<sup>th</sup> day of March ,  
2021, AT JAMSHEDPUR, BY AND BETWEEN;

VIRENDER KUMAR alias VIRENDER KUMAR WADHAWAN (UID : 9145  
5239 0264 and PAN : ADFPK9081R) S/o Late Ranjeet Singh, by faith Hindu, by caste

दस्तावेज  
17/3/2021

Arnya Punjabi, Indian National, by occupation Business, R/o 118, Kachhari  
Chhalla, Station Road, Tatanagar, Jugsalai, P.O and P.S Jugsalai, Town  
Jamshedpur, District East Singhbhum, State of Jharkhand, hereinafter together  
referred to as the 'OWNER' which expression shall, unless it be repugnant to  
the context or meaning thereon be deemed to include his heirs, executors,  
administrators and assigns, being the Parties of the First Part.

Virender Kumar

M/S DAYAL BUILDERS

Prop.

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M/s. DAYAL BUILDERS

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Proprietor

17/03/2021

AND

M/s. DAYAL BUILDERS, a proprietorship firm, having its office at B.S. Plaza (Ground Floor), Main Road, Bistupur, P.O and P.S Bistupur, Town Jamshedpur, District East Singhbhum, being represented by its proprietor Mr. Surender Pal Singh, S/o Sardar Gurdoyal Singh, by faith Sikh, by caste Chattri, by occupation Business, resident of Gouri Shankar Road, Jugsalai, within P.S Jugsalai, Town Jamshedpur, District East Singhbhum, hereinafter called and referred to as the 'DEVELOPER/ BUILDER', which expression shall, unless it be repugnant to the context or meaning thereon be deemed to include his heirs, executors, administrators and assigns, being the Parties of the Other Part:

Handwritten signature: Surender Kumar

M/s DAYAL BUILDERS

Handwritten signature

Proprietor

WHEREAS the OWNER is the lawful owner and in absolute possession of the land measuring an area 1.83 Decimals, recorded under Khata no. 179, being plot no. 1438, of Mouza Jugsalai Ward no. 4, P.S. Jugsalai, Thana no. 11614, Halka IV, Town Jamshedpur, District East Singhbhum and morefully described in the Schedule hereunder written, which the owner had acquired by the virtue of a partition deed bearing deed no. 2019/JSR/4637/BK1/4249 dated 19-10-2019, registered at the District Sub Registry office at Jamshedpur and thereafter the same is mutated in the name of the Owner in the government records vide mutation case no. 1113/R27 2020-2021, order dated 08/12/2020.

AND WHEREAS the OWNER is the lawful owner and in peaceful possession of the Schedule A hereunder written land and has been enjoying all acts of ownership thereto.

AND WHEREAS, the owner is unable to look after and manage the Schedule Premises and therefore the owner is desirous to get the Schedule Premises developed and or construct multi-storeyed buildings and or building projects over the Schedule premises through the Developer.

AND WHEREAS the owner has come to know of the workmanlike, professional and craftsmanship of the Developer and have approached the Developer for developing the Schedule Premises.

AND WHEREAS after mutual discussions and deliberations, the owner has agreed to grant to the Developer and the Developer has agreed to accept from the owner, exclusive and irrevocable rights to undertake the construction on the Schedule Premises for development of the Schedule Premises on the following terms and conditions:

M/s. DAYAL BUILDERS  
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Proprietor  
17/08/2021

Virendra Kumar  
17/08/2021

M/s DAYAL BUILDERS  
Spsnh  
Proprietor

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES  
HERETO AS FOLLOWS:

1. This Agreement shall be deemed to have been commenced with effect from the date of execution of these presents and shall remain in force until completion of the development and construction of the said project.
2. The owner hereby grant exclusive and irrevocable right to the Developer for development of the Schedule Premises, terminable only at the instance of the Developer, unless specified otherwise hereinafter.
3. **DEVELOPMENT PLANS & APPROVALS**
  - (a) It is specifically agreed that the ownershall through the Developer's Architects submit plans for sanctioning of lay out for construction of buildings and/or other structures on the said property or any part or portion thereof to the appropriate agencies and have the architecture plans approved for clearance to construct the buildings.
  - (b) The said plans shall be prepared by the Architects of the Developer and at the costs of the Developer which shall be forthwith be submitted by the owner with appropriate agencies for the purposes of obtaining requisite approvals and permissions.
  - (c) That the architecture plans may only be modified or changed with prior written consent of the Developer during the stage of approval. Howsoever, after initial approval of the architecture plan, no modification, alteration or changes in the approved architecture plan shall be permitted unless submitted by the Developer to appropriate agency certifying and approving the architecture plans.
  - (d) The ownerdeclare that they have examined and verified the draft Scheme framed and proposals made by the Developer for the development of the said project and they are fully satisfied with the

M/s. DAYAL BUILDERS

*[Signature]*

Proprietor

18/03/2021

*Virender Kumar*

18/03/2021

M/s DAYAL BUILDERS

*[Signature]*

Proprietor

same including the provisions made with regard thereto by the Developer as also with the responsibilities of the parties mentioned and described therein.

4. GENERAL POWER OF ATTORNEY

(a) Immediately after the execution of this agreement, the owner shall execute a General Power of Attorney in favour of the Developer or any other person nominated by the Developer for carrying out day to day operations related to the construction and also for negotiations and entering into agreements with prospective Purchasers of the constructed Project.

(b) The General Power of Attorney shall be executed on the same day as the date of execution of the instant Agreement. Failure of the owner to execute the General Power of Attorney shall make the Agreement terminable at the instance of the Developer, and in such eventuality, the Developer shall be entitled to receive from the owner all moneys, costs and expenses incurred by it in connection with this Agreement.

(c) The Developer or its nominated person shall act as true and bonafide attorney of the owner in connection with the accomplishment of the Project, i.e. undertake construction activities and sale/ negotiating sales of the construction areas realised from the Project.

5. That the Developer shall be authorised to present plans for structural, electrical, sewerage etc. and obtain due approvals or consents from the appropriate agencies on behalf of the owner. The owner shall extend all co-operation during such process and any breach of failure to co-operate,

M/s. DAYAL BUILDERS

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17/08/2021

*Virenderkumar*  
17/08/2021

M/s DAYAL BUILDERS

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Proprietor



when required by the Developer shall be deemed to be material breach of mandatory obligations of the owner.

#### 6. REPRESENTATION & WARRANTIES

- (a) The owner represents that the owner is the bonafide and true owner of the Schedule Premises and there is no risk, defect or encumbrance or pending litigation in relation to the title of the Schedule Premises. The owner further warrant that, if in future, there are claims on the title of the Schedule Premises on account of any lien, charge, mortgage, encumbrance, litigation affecting or prejudicing the title, the owner shall be entitled to refund of all costs incurred in the construction of the building and also the costs and expenses towards obtaining requisite consents and approvals.
- (b) The owner after the execution of this Agreement by the virtue of this Development Agreement have handed over peaceful and vacant possession of the Schedule Premises to the Developer.

#### 7. DELIVERY OF POSSESSION

- (a) Notwithstanding anything contained in the preceding clause, it is specifically agreed by and between the parties hereto that after execution hereof the Developer shall be entitled to put up fencing around the said property or any portion or portions thereof, for the purposes of preventing any encroachment.

M/s. DAYAL BUILDERS

*Spruh*  
Proprietor  
18/03/2021

M/s DAYAL BUILDERS

*Spruh*  
Proprietor

*Virender Kumar*  
18/03/2021

- (b) All costs, charges and expenses in respect of the above shall be borne and paid by the Developer alone.
- (c) As from the date hereof, the owner shall be solely entitled at their own risk to deal and/or negotiate with any attempts of the unauthorised occupants and/or trespassers on the said property and to take any proceedings against them and/or to arrive at any arrangement or agreement with them at the costs, charges and expenses of the owner alone.
- (d) However, the owner shall empower and authorise the Developer and/or his nominees under the Power of Attorney to be executed as aforesaid to effectively deal and/or negotiate with any trespassers or attempt of unauthorised occupants.

M/s. DAYAL BUILDERS

*[Signature]*  
Proprietor  
17/03/2021

8. SUBMISSION OF TITLE DEEDS

- (a) The owner shall deposit with the Developer all the original khatian, partition deed and mutation and related documents, which shall be securely held and retained by the Developer for the purposes of this Agreement.
- (b) The original the partition deed, mutation and related documents related to Schedule Premises shall be in the custody of the Developer for lifetime, against an ordinary receipt in favour of the owner.

9. (a) TIME OF COMPLETION OF PROJECT :

That the parties agree that time is the essence of this Agreement and the Developer shall strive to complete the Entire Project within 30 Months i.e

*Virender Kumar*  
17/03/2021

M/s DAYAL BUILDERS

*[Signature]*  
Proprietor

2.5 years from the date of receipt of the requisite clearances and approvals.

**(b) TIME TO HANDOVER THE SHARE TO LANDLORD/ OWNER :**

That the DEVELOPER / BUILDER agrees to handover the share of the respective landlords/owner upon the completion of the entire project from the date of receipt of the requisite clearances, sanctions and approvals also from the date of actual passing is handed over to the DEVELOPER/BUILDER from the concerned authorities or department.

**(c) ALLOTMENT OF UNIT / FLAT PER LANDLORD / OWNER**

That it is agreed and decided by and between the parties that the Developer shall deliver 50 % of the total constructed area consisting of flats, parking's, units, etc. to be constructed on the Schedule A hereunder written as morefully described in the Schedule B hereunder written property.

**(d) PAYMENT OF NON-REFUNDABLE SECURITY DEPOSIT/ ADVANCE**

(i) That the Developer shall pay as a non - adjustable deposit of Rs. 10,50,000.00 (Rupees Ten Lakhs Fifty Thousand) only to the OWNER. That out of the said deposit the DEVELOPER had paid a sum of Rs. 5,00,000.00 (Rupees Five Lakhs) only today to the OWNER vide the Cheque no. 088205, dated 02/11/2020, drawn on the State Bank of India, G.Town Branch, Bistupur, Jamshedpur and undertakes to pay the remaining Rs. 5,50,000.00 (Rupees Five Lakhs Fifty Thousand) only to the OWNER within three months of the execution of this agreement.

(ii) That the OWNER undertakes to pay all the costs for evicting and settling the tenants subsisting within the Schedule A hereunder-premises or the costs for the same shall be adjusted from the share or the payables to the owner.

10. FORCE MAJEURE

The mutual obligations of the Parties shall remain suspended during any period of natural calamity, earth quake, civil war, riot, acute shortage of building materials, labour unrest, Act of God, any governmental action restraining affecting construction work and or any unforeseen or foreseen incident, which shall be beyond the control of human being. The Parties claiming force majeure shall intimate the other party of the existence of the Force Majeure conditions and shall also notify the cessation of the Force Majeure conditions.

The Developer shall be entitled to sell and dispose of its shares of the proposed building i.e. developer's allocation, described in the Schedule 'B' to this Agreement along with common advantaged, privileges, utility services, amenities etc. to the various buyers at its discretion to which the owner shall have no objection and shall wilfully execute the necessary instruments and documents to this effect without any further consideration payable to the owner.

11. That without prejudice to the generality of the provisions contained in this Agreement, the owner specifically make declaration as hereinafter:

- (a) The owner are the lawful, bonafide and true owner of the Schedule Premises and are authorised to enter into the Agreement with the Developer.

It is further declared that the owner, either jointly or severally, have not sold, transferred or conveyed the lands or any part or portion of the land or rights in relation to the Schedule Premises to any party or third party and neither there is any agreement existing executed by the owner in relation to the Schedule Premises.

M/s DAYAL BUILDERS  
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Proprietor

M/s. DAYAL BUILDERS  
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17/03/2021

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17/03/2021

- (b) The owner hereby assure and admit to execute or sign any further paper, document etc. in favour the Developer for the purposes related to construction of the building on the Schedule Premises.
- (c) The owner shall execute the Agreements for sale to be executed between the Developers and the intended buyers as Conforming Party in connection with the proposed building (If needed by the Developer)

12. That the Developer and the Second Party hereby declares and covenants:

- (a) That the Developer shall be entitled to enter into agreements with various agencies in connection with the proposed building.
- (b) That the Developer shall be entitled to enter into agreements for sale or otherwise with intending buyers and to receive considerations relating to various such agreements for constructed areas forming Developer Allocation.
- (c) That the expenses incurred towards preparation of building plan, passing of such plan or plans, payment to architect, civil engineer, labours, workmen, guard, purchase of building materials, fixtures, fittings installation and / or other service connection to be installed therein, documentation miscellaneous charges, levied fines, penalties imposed by Municipality or any other authorities during the construction of he said building shall be fully borne by the Developer only.
- (d) Developer shall be overall responsible for the construction of the proposed building on the Schedule Premises and in an event of any disputes arising due on the Schedule Premises, the owner shall jointly

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Virender Kumar  
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Proprietor

or severally protect and defend the interest of the Developer in this regard.

13. It is also mutually agreed that this agreement has been or is being entered to create irrevocable obligations and the owner shall not be entitled in any manner to rescind or cancel this agreement or any of its provisions.
14. That, both the parties agree that the Developer shall be at liberty to carry out newspaper publication to advertise the Project for the purposes of general advertisement or generating revenues for the Project at its own risk.
15. The Developer shall be entitled to raise finances from Banks, Financial Institutions, Housing Finance Companies etc. for the purpose of construction of the said Project and for such purpose to mortgage and charge the said plot of land and to enter into, sign and execute all requisite agreements, contracts, deeds, documents, papers, declarations, affidavits for such purpose without seeking to obtain any further consent of the owner, provided however that the developer shall not attach any liability to the owner on account of its borrowings in any manner whatsoever.
16. Both parties agree that, in the event, clear and marketable title and bonafide possession of the owner appears suspicious in relation to the Schedule Premises, the Developer shall be entitled to undertake steps to clear such defects at the cost of the owner. However, if the defects in title and possession cannot be cured, then the Developer shall be entitled

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Proprietor

to receive damages and compensation of the costs and expenses incurred by the Developer towards the construction work and the related activities undertaken by the Developer in connection with the construction work at the Schedule Premises.

17. TAXES AND OUTGOINGS

- (a) The owner shall pay and discharge all assessments, outgoing, taxes, etc. payable in respect of the Schedule Premises upto the date of the possession of the said property is handed over by them to the Developer. Thereafter, the same shall be paid and borne by the Developer alone at the existing rates. Any revision in the outgoing, assessment, taxes with respect to the Schedule land after delivery of possession of the land shall be the mutual responsibility of the Parties to this Agreement as per the proportionate holding of the constructed area, till sale of constructed buildings to the prospective buyers.
- (b) Parties agree that any manner of indirect taxes arising out from this Agreement shall be the responsibility of the Developer to discharge.
- (c) All incidents of direct or personal taxes shall be the respective liabilities of the Parties. GST as applicable for the Owner's share shall be borne separately by the owner.

18. RATIFICATION

The owner's state's, declares and confirms that all acts and deeds done, executed and performed by the Developer in pursuance hereof or in pursuance of the formal development agreement to be executed by the parties hereto, in connection with the development of the housing project shall be binding at all times hereafter on the owners and the owners covenants to ratify the same as and when called upon to do so.

M/s. DAYAL BUILDERS  
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Proprietor  
17/03/2021

Virender Kumar  
17/03/2021

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Proprietor

19. **INDEMNIFICATION**

The parties hereto shall indemnify and/or keep each other saved, harmless and indemnified against all losses, claims demands costs, damages proceedings, charges and expenses which any of the parties hereto may suffer in respect of any acts, deeds, matters or thing done or any omission made by the other party and/or anything arising in connection therewith.

20. **AMENDMENTS**

The contents of the Agreement may be altered, modified or amended with mutual consent of the Parties to this Agreement, if deemed necessary for the purposes of interest and benefit of the Project.

21. **ASSIGNMENT**

No part of this Agreement can be assigned by the Developer to any other Developer without obtaining the prior permission of the owner. The Developer, prior to creation of any assignment shall request the owner for creation of assignment, which shall not be unreasonably withheld.

However, the Developer shall be at liberty to engage contractors, technicians and other agencies in aid of construction of the Project at the Schedule Premises.

22. **MATERIAL TO BE USED**

That the DEVELOPER/BUILDER clearly mention here in writing in this agreement that the material to be used in the project shall be of good quality standard materials.

M/s. DAYAL BUILDERS

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Proprietor  
17/03/2021

*Virender Kumar*  
17/03/2021



23. **ARBITRATION**

Any disputes and differences that may arise between the parties hereto relating to or in connection with the matter of this agreement or between the parties or their representatives shall be referred for adjudication with a sole arbitrator to be appointed in joint consultation of the Parties. The Arbitrator shall have summary powers. The proceedings of the arbitration shall be guided by the provisions of Arbitration & Conciliation Act, 1996.

The Governing Laws for the arbitration shall be laws applicable in the State of Jharkhand, India.

24. **JURISDICTION**

Courts at Jamshedpur only shall have the exclusive jurisdiction to try and hear any and all disputes concerned with arbitration or any other dispute, which may have occurred between the Parties.

25. That as per the Jharkhand Apartment (Flat) Ownership Act, 2011 under section 5, both the party owner and the developers are competent to execute and entered into agreement for sale / sale deed of their respective share.

26. That the Builder may obtain certificate of RERA 2017 in connection with the proposed project , if any applicable from the from the appropriate , Authorities or office.

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Proprietor  
17/03/2021

Vinay Kumar  
17/03/2021

Schedule 'A'

[Schedule Premises]

All that piece and parcel of land measuring an area of 1.83 Decimals, recorded under Khata no. 179, being plot no. 1438, situated in Mouza Jugsalai, Ward No. 4, P.S. Jugsalai, Thana no.11614, District East Singhbhum,

Bounded as follows :

North : Main road;

South : Branch road;

East : Jaidev kumar wadhwan;

West : Ashok kumar Wadhwan.

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Schedule 'B'

[OWNER's Allocation]

The Developer shall deliver 50 % of all the constructed area comprising of parking, shops, commercial space, offices, flats, etc. along with undivided proportionate share in the land within the building to be constructed including all its advantages, privileges, amenities and services over Schedule A premises of this Agreement.

M/s. DAYAL BUILDERS  
Proprietor:  
17/08/2021

Vijay Kumar  
17/08/2021

Schedule 'C'

[Developer's Allocation]

Save and except the Owner's allocation, as stated herein above in Schedule 'B', the Entire remaining 50 % of Constructed and parking areas comprising of parking, shops, commercial space, offices, flats, etc. and undivided land right and the roof rights of the buildings to be constructed over the Schedule 'A' premises including all its advantages, privileges, amenities and services.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and the year first hereinabove written.

WITNESS

1. Bheupinder Singh S/O INDERJEET SINGH BHATTI  
Jugsala

2. Dhanyojth Singh Sadana, s/o Dhannam Singh  
Sadana R/O 43, Sadana Villa, Pooni Basti  
Road, Jugsala, Jamsheerpur.

Certified that the finger prints of left hand of each person whose photograph has been affixed in this document has been obtained by me or before me.

H. Willamson  
ADVOCATE

M/s. DAYAL BUILDERS  
17/03/2021  
Proprietor

Vishendra Kumar  
17/03/2021