

NOTARY
DHANBAD



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : c02de0ddac17cf8edf43

Receipt Date : 21-Oct-2021 04:08:15 pm

Receipt Amount : 50/-

Amount In Words : Fifty Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : Dhanbad

Stamp Duty Paid By : VARDHAN BUILDERS AND DEVELOPERS

Purpose of stamp duty paid : DEVELOPMENT AGREEMENT

First Party Name : SUNITA DWIVEDI

Second Party Name : VARDHAN BUILDERS AND DEVELOPERS

GRN Number : 2108039212

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


VARDHAN BUILDERS AND DEVELOPERS

VARDHAN BUILDERS AND DEVELOPERS

Abhay Kumar

PARTNERS

Sunita Dwivedi



This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दूसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत एक न्यायिक अपराध है।



NOTARY
DHANBAD

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made at Dhanbad, on 21st day of October 2021 (Two Thousand Twenty One).

BY AND BETWEEN

SMT. SUNITA DWIVEDI W/O- Sri Shyama Prasad Dwivedi, by Faith- Hindu, Caste- Brahmin, by Occupation- Housewife, Resident of Chanchal Colony, P.S- Saraidhela, District- Dhanbad, State -Jharkhand, LAND OWNER (which expression shall unless excluded by/or repugnant to the context be deemed to mean and include her heirs, executors, successors, administrators, legal representatives and assigns) of the ONE PART:

A N D

M/s. VARDHAN BUILDERS AND DEVELOPERS, having its office at UG-9, Gopal Complex, Block-B, Steel Gate, P.S- Saraidhela, District- Dhanbad, Represented by its Partners, SRI ADARSH ANAND, S/O- Shri Surendra Kumar Rai, by Faith- Hindu, by Occupation - Business, R/O- Block-A, R Square Enclave, Kusum Vihar, P.O- Koyla Nagar (B.C.C.L TOWNSHIP), P.S- Saraidhela, Dist- Dhanbad, Jharkhand.

SRI AAKASH KUMAR, S/O- Late Vijay Kumar Mandal, by Faith- Hindu, by Caste- Sumandal, by Occupation- Business, Resident of Kusum Vihar, P.O- Koyla Nagar (B.C.C.L Township), P.S- Saraidhela, District- Dhanbad, hereinafter called and referred to as the DEVELOPER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, administrators, legal representatives and assigns) of the OTHER PART:

WHEREAS the land which the land owner have purchased the below mentioned schedule land by virtue of Regd. deed of sale being No. 1503 dt. 25/02/2006, Mouza - Kolakushma, Mouza No. 12, Khata No. 72, Plot No. 1891 and measuring an area 7.5 kathas or say 12.38 Decimal land from SRI SHYAMA PRASAD DWIVEDI, S/O- Late Pandit Ramanandji Dwivedi, by Faith-Hindu, by Caste- Brahmin, Resident of Chanchal Vihar Colony, P.S- Saraidhela, District- Dhanbad, registered at Dhanbad registry office and is in peaceful possession over the same by mutating his name in the sherista of the Land Revenue Department of the State of Jharkhand, vide Mutation case No- 1785 (2) 2014-2015

AND WHEREAS the owner is desirous to develop the said schedule properties as per the prevailing laws and relevant rules as well as regulations etc. in force.



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Adarsh Anand
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AND WHEREAS the Developer having come to know of the said intention of this owner has approached the said owner to develop the said properties as mentioned in the Schedule A below at their Own cost liability and responsibility and also as per terms and conditions as agreed upon between the parties.

AND WHEREAS the owner has agreed to accept the offer of the Developer and being satisfied with the considerations both the parties viz. the owner and the developer have agreed to enter into an agreement on the terms and conditions herein after for the aforesaid purpose.

AND WHEREAS in pursuance of the said Development proposals in Schedule 'A' properties the Developer propose to build up a multi storied building with parking space as per the drawing/plans approved by town planner of MADA/D.M.C, Dhanbad.

AND WHEREAS the parties have decided to enter into the terms and conditions in writing to avoid disputes and misunderstandings if any which may arise in future.

NOW THIS DEVELOPMENT AGREEMENT WITNESSES AS FOLLOWS :-

1. That the developer will construct a Multi Storied Complex over the said Schedule A land at their own cost as per the approved sanctioned plan (s) of the MADA, Dhanbad either Municipal Corporation, Dhanbad.
2. That/the Developer/Builder shall construct multi-storied building having suitable no. of flats as per the design approved by MADA/D.M.C and install in the said, building pump/overhead reservoir/ electric wiring and other installations etc. as required to be provided for the sale of the constructed flats therein on ownership basis at his Own cost.
3. The Land owner and the Developer/Builder hereby agreed that out of the total constructed area 35% (Thirty Five Percent) and Parking space will remain under the custody and ownership Owner of the lands.
4. That/the cost of preparation of drawing/plans and its approval by the MADA or other concerned authorities shall be borne by the developer. The complete building complex shall be the exclusive property of the Developer except owners share. The relevant features/specification of construction of owner have been set out in schedule 'B' as hereunder.



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Anand
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5. That/the owner and the prospective buyers of the flat(s) will have equitable right, interest and title over the common space like passage, common area, guard room, stair cases with railing.
6. That, the owner have already handed over the vacant possession of the schedule A property to the Developer on the day of execution of power of attorney in favour of the developer, Owner of the lands hereby grant exclusive right to the Developer/builder to prepare building plan and to have sanctioned at his own costs and to make and raise construction after demolishing the existing building on the said premises in accordance with the plan to be sanctioned by the MADA Dhanbad either Municipal Corporation, Dhanbad.
7. That, the Developer/Builder will make necessary arrangement for 'Lift System' accompanied by 'Generator Facility' in order to facilitate better access for flats at different floors.
8. That/Developer/builder need to take necessary precautionary measures for earthquake and in case of any damage to the constructed building due to earthquake or other natural calamity the owner of the land will not be responsible for the same.
9. That/the time is the essence on the part of the developer and the developer will construct and complete entire complex within a period of 36 months (3 years) from the sanction of the plan by MADA Dhanbad either Municipal corporation, Dhanbad, and Developer will construct and complete entire complex within aforesaid 36 months. But the developer must pursue for approval of sanction in a speedy manner and not in a delaying tactics.
10. That, the name of the building will be finalized as"....."
11. That, in no case the developer shall delay the completion of the entire complex except due to the reasons which are beyond the control of the developer viz. any natural calamity or any unforeseen event which may arise in future, in such case the Owner shall grant a reasonable extension of time to the developer towards completion of the complex.

That, it has been also agreed upon by the parties to this agreement that, while the work will be in progress or in the event of any family dispute arises with respect of the schedule land, resulting hampering the process of the construction work, in that event or occasion the owner shall resolve such dispute as early as possible, failing which the owner shall be jointly responsible for the delay and also be liable to pay the losses, incurred by the developer, if any.

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Abhishek Kumar
PARTNERS

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13. That/the owner have already executed an irrevocable Regd. Power of attorney in favour of the Developer on _____ to be used for the sale of the balance portions/units of the Developer i.e. the constructed or built up area/or to mortgage /lease etc. and/or for any other reasons for the purpose of the development/construction of the building for the portion of the built up area/constructed area ,of the owner/he himself will be free to mortgage etc. as per his own choice whereas rest balance unit will be determined exclusively by the Developer/without any interference of the owner. The allocation of site of 35%(Thirty Five Percent) share of the owner and balance 65% share of the developer/builder will be determined amicably by which will also be confirmed by notarized of such allocation documents.
14. That/upon completion of the newly building/the Developer/ builder shall put the owner in undisputed possession of the owner allocated 35 % (Thirty Five Percent) share as per the approved design with the rights of common facilities and amenities. The owner will give his consent for his 35% (Thirty Five Percent) share as and when the building plan will be approved by MADA Dhanbad/either Municipal Corporation/Dhanbad.
15. That/the Developer shall undertake to indemnify the owner for any losses/damages etc. or any kind whatsoever including the terms contended in the said power of attorney in respect of sale/ mortgaged etc. of the flat/built up area etc. The owner shall not any way be held liable or responsible to any statutory body/ authority or to any public or person and/or in any manner whatsoever in respect to the development the schedule property /land
16. That/the developer: will be able to take loans from any financial institution bank etc. at their own risk and cost against the project for the speedy development/construction etc. the owner will help in project loan but no way will be responsible for this loan or to repay the same.
17. That, the developer undertake to obtain all the required and all types of Government Clearance as well as sanctions/license etc. from the concerned authorities or local bodies etc. for the purposes of the proposed development and/or constructions over the schedule A properties as mentioned in the development agreement at his/Developer (s) own costs and expenses.

That/the entire and all expenses shall be borne by the developer. The owner will not be held liable or responsible for any payment whatsoever to the labours/materials suppliers, staffs employed by

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the developer and also to any Government/Semi-Government or local or/and authorities, etc in respect of the development project over the Schedule A property.

19. That, the owner shall not be liable and/or be held responsible for any accident untoward incident and court cases etc. which may occur during the development/construction activities in respect of this development project. The developer will be solely responsible and liable for the same and indemnify the owner in case of such eventually or happening.
20. That, the developer also undertakes to construct the building/apartment etc. strictly as per specification/drawing and workmanship with due diligence of the authorities or bodies etc. as the case may be, detail of which indicated/subscribed in schedule B hereunder.
21. That, the owner shall not be held responsible for any dispute and/or differences which may arise in between the developer or its agents or with anybody including the purchasers of flats etc. it is the responsibility of the developer to short out such disputes/differences if any by himself and at his own cost.
22. That, the owner shall clear all dues in respect of land rent/municipal taxes/electrical or any loan dues etc. if any as on the date of this agreement with respect to the schedule A land and thereafter all liabilities shall be shifted over on the developer.
23. That, in the event of or for any reasons the developer fails to complete the construction within stipulated time/the it must be extended and decided by mutual consent of both the parties.
26. That, all disputes and/or differences etc. which may are between the developer and the owner in respect to development construction etc. related to this agreement, the same shall be settled through Firstly Between the parties amicably and if at all dispute is not setteled amicably between the parties then such disputes shall be resolved exclusively at Dhanbad Civil Court as per statutory provisions .



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SCHEDULE 'A'

All that Piece and Parcel of **RAIYATI LAND** situated in Mouza- Kolakushma, P.S. Dhanbad, choky, sadar registry Office Dhanbad , District-Dhanbad. **MOUZA** :Kolakushma, Mouza No- 12, Old Khata No- 72 , New Khata No- 520, 611, Old Plot No- 1891, New Plot No- 2506/4984, 2507/4986 , 2508/4984 Measuring an area 7.5 kathas or to say 12.38 Decimal land , as per plan attached herewith and shown in colour Red, which is Butted and bounded by :-

- North** : 25 ft wide proposed road .
South : Part of this Plot..
East : Part of this Plot.
West : 25 ft wide proposed road .

SCHEDULE 'B'

BRIEF ARCHITECTURAL AND STRUCTURAL SPECIFICATIONS.

1. **FOUNDATION** : Isolated combined R.C.C. footings or Mat/raft foundation or as Per R.C.C. structural design,
2. **STRUCTURAL** : R.C.C. Frame- Structure.
3. **CIVIL WORK** : Brick work with Fly Ash Bricks in 1:6 Cement mortar.
4. **FLOORING** : Ceremic tile flooring in cement in all flat of good quality & appearance/flats however all common movement area and stairs shall be fine of pavement stone/designer pavers.
5. **PLASTER** : Plaster in cement mortar 1:6 on brick and 1:4 on R.C.C. surface.
6. **DOORS** : Door and good quality wood/wood Chowkhat.
7. **WINDOWS** : Aluminium frame with glass windows .
8. **TOILETS** : White glazed tiles (dado) upto 6'-0" height wit wash basin, shower/W.C. (i.w.c.) in common toile and E.W.C. in masters bedroom/ concealed G.I. pipes with hot an cold arrangements shower flooring in toilets Marble tiles or Ceremic Floor tiles.
9. **KITCHEN** : Working platform of Marble top with Marble/Nickel Steel sink/glazed tiles dado upto 2'0 ' height from working top Flooring of Tiles/size 2 'x2'.
10. **ELECTRICAL** : Concealed P.V.C. conduit with copper



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Wiring and standard electrical accessories/Adequate light/power points with all modern safety equipments wiring along will separate line for Generator.

11. PLUMBING : All internal G.I. Pipes shall concealed Branded or any ISI.
12. FINISH : All internal walls ceiling in putty.
13. White wash basin with plumbing connections to be provided in the dining spaces as well as in the toilets.

Electricity:

A separate connection shall have to be taken by the flat owners in their own name and at their own cost except for common lighting motor pump and lift the connection shall be taken by the builder at their own cost . Land Owner will pay electricity and generator charges of her 35% share of flats to the Developer except Two Flats.

GENERAL :

Basement shall be of properly water proofing treated PCC Floored Box room to be provided as far as technically feasible to lift with collapsible gate to carry minimum 4 persons each lift. The Architect fire alarm, fire fighting systems and water spraying facilities. The providing cement to be used shall be of used from any automatic plants (ISI), Steel Mild Steel manufacturing by Maithon/SMS/Prestige

SALIENT FEATURES OF FLATS

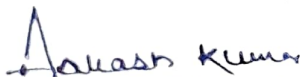
1. Two cable connection in drawing room and master bedroom.
2. 24 hours water supply from overhead tank.
3. Generator or common services for water supply will be provided to flat..
4. Concealed electrification with copper wiring.

WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day, month and year first above written.

NOTE :-1) DEVELOPER WILL PAY TOTAL RS. 10,00000/- (TEN LAKH) TO SMT SUNITA DWIVEDI/LAND OWNER WHICH SHALL BE REFUNDED TO DEVELOPER BY LAND OWNER OR IN CASE SUCH AMOUNT IS NOT REFUNDED THEN SUCH AMOUNT SHALL BE ADJUSTED @ RS.1800 PER SQFT.

2) THE TOTAL SIGNING AMOUNT RS. 10,00000/- IN WHICH RS. 5,00000/- (FIVE LAKH) WILL PAY TO THE LAND OWNER AT THE TIME OF SIGNING OF DEVELOPMENT AGREEMENT (THROUGH RTGS

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