

# **Government of Jharkhand**

# Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number: 6c7a31137f63fb4aed70

Receipt Date: 11-Nov-2022 02:53:37 pm

Receipt Amount: 20/-

Amount In Words: Twenty Rupees Only

Document Type: Agreement or Memorandum of an

Agreement

District Name: EastSinghbhum

Stamp Duty Paid By: Vidhi Developers Pvt Ltd

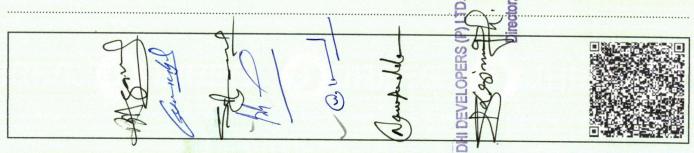
Purpose of stamp duty paid: AGREEMENT

First Party Name: Vidhi Developers Pvt Ltd

Second Party Name: NA

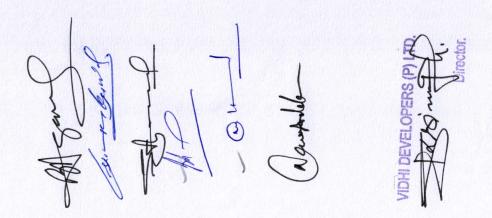
**GRN Number**: 2214254327

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



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

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



## **LAND DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** made this the day of 12 Day of December 2022 at Adityapur Seraikella, Jharkhand.

#### BETWEEN

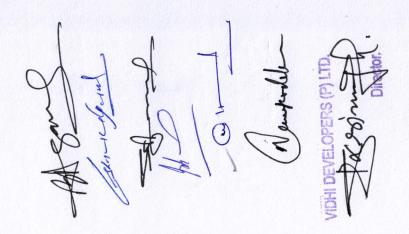
- 1.Binod Kumar Agarwal (Pan no.ABLPA6193N) R/O House No. 136, B Block, Sonari Basti Area, opposite of Dr. Patro House, Sonari, P.O. and P.S. Sonari, Jamshedpur, Jharkhand.
- 2.Ashok Kumar Agarwal (Pan No. ACDPA1298D) R/O Main Road Ulian, Kadama, P.O. and P.S Kadama, Jamshedpur, both above S/O Late Ramawatar Agarwal, by faith Hindu, Category General, nationality Indian, Occupation Business.
- 3. Sanjay Kumar Agarwal (Pan No. AAWPA4990K 4. Binay Kumar Agarwal (Pan No. ABBPA7811R), Both S/O Bhagawati Prasad Agarwal, by Faith Hindu, Category General, Nationality Indian, Occupation Business, R/O Bangalow No.A-05, Ashiyana Garden Sonari, P.O and P.S Sonari, Jamshedpur



- 5. Vijay Kumar Mittal ( Pan No.ACXPM8580C), S/O Late Ramavatar Mittal, by faith Hindu, Nationality Indian, By Occupation Business, category General, R/O Flat No. 4A, Shanti Hari Awasan, 1 Inner circle Road, Bistupur, Jamshedpur, Jharkhand
- 6. Navin Kumar Poddar, ( Pan No. ABOPP4488Q), S/O Sri Nathulal Poddar, By Faith Hindu, by category General, Nationality Indian, Occupation Business, R/O House No. 29, Road No.3, Punjabi Line, Ramdas Bhatta, Bistupur, P.O and P.S Bistupur, Jamshedpur hereinafter all above referred to as the LAND OWNER(which expression shall unless Exclude by or repugnant to the subject or context shall mean and include its successors or successors in interest, nominees administrators, executors and/or assigns) of the ONE PART.

#### AND

M/s. VIDHI DEVLOPERS PRIVATE LIMITED, (CIN: U70102JH2010PTC014507), a private limited company incorporated under the companies act 1956 and validly existing under Companies Act 2013, having its registered office at Dhirajganj, Gamharia, opposite Sudha Dairy, Seraikella- 832109, Jharkhand, represented by its Director MR. SANJAY KUMAR SINGH, S/o Bipin Bihari Singh, by faith Hindu, nationality Indian, Resident of Flat No. 501, K- Block, Vasundhara Estate, NH-33, Mango Jamshedpur, Jharkhand herein referred to as the DEVELOPER, (which expression shall unless excluded by or repugnant to the subject or context shall mean and include its successors or successors in interest, nominees administrators, executors and/or assigns) of the OTHER PART.



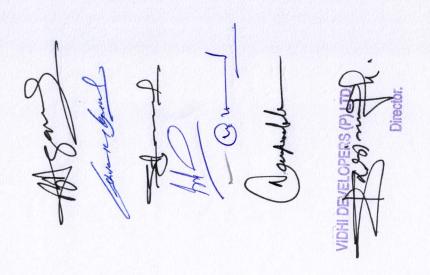
Whereas the **LAND OWNER** is sole and exclusive owner and in possession of the land measuring 84 Decimal comprise in being Khata No. 183, plot No. 967, in Mouza Dobo, Thana No.331, Halka No.2, Anchal Chandil, Thana Chandil, District Seraikella -Kharsawan, Jharkhand, and more fully described in schedule "A".

Whereas the land owner purchases the below schedule land with another adjoining land from Hi-Tech Heritage Ltd ( Pan No. AABCH7345H) through vide Deed No.2022/CHAN/340/BK-1/335, dated 07/05/2022,

Whereas M/S Hi-Tech Heritage Ltd had purchased the schedule bellow raiyat land from Amitava Dan, son of late Basant Kumar dan, through vide sale deed no. 226//2025, dated 16/09/2010, and the same mutated in his name ( Mutation Case no. 2308/2010-2011) in the office of C.O. chandil, dated 18/03/2011 the below schedule land recorded in the name Rani BalaDasi in last survey settlement 1963 ,

THAT the LAND OWNERS have absolutely seized, in possession of and otherwise well and sufficiently entitled to the land property described in Schedule "A" and in the facts and circumstances as described aforesaid, the LAND OWNER expressed their interest to the DEVELOPER, to develop the land into a Residential and commercial Complex and associated infrastructure, by entering into a suitable agreement with the DEVELOPER.

THAT the DEVELOPER, has agreed to develop the land property and believing on the aforesaid representations and disclosures of the LAND OWNER about the same being full and correct disclosures, the DEVELOPER has agreed to the LAND OWNER proposal and hereto has agreed to develop the land property into a Residential and commercial Complex and Associated infrastructure, in the

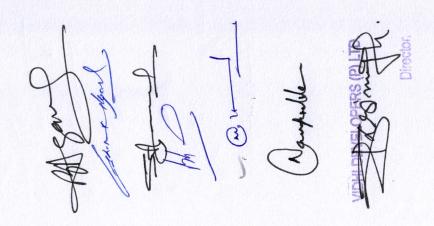


ratio of 59/41 Being the share of the LAND OWNER 41% of total Constructed area comprising of total spaces whether sold/unsold, and 59% being the share of the DEVELOPER, on the terms and conditions herein mentioned below.

# NOW THIS DEVELOPMENT AGREEMENT WITNESSES AN IT IS HEREBY AGREED BY AND BETWEEN THE LAND OWNER AND THE DEVELOPER HERETO AS FOLLOWS:-

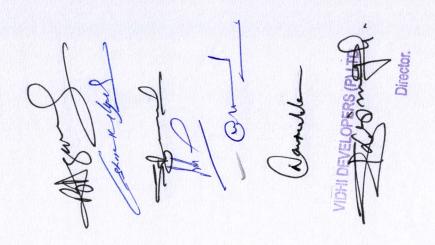
#### **DEFINITIONS**

1. LAND OWNER: Shall mean 1.Binod Kumar Agarwal ( Pan no.ABLPA6193N) R/O House No. 136, B Block, Sonari Basti Area, opposite of Dr. Patro House, Sonari, P.O. and P.S. Sonari, Jamshedpur, Jharkhand.2.Ashok Kumar Agarwal (Pan No. ACDPA1298D) R/O Main Road Ulian, Kadama, P.O. and P.S Kadama, Jamshedpur, both above S/O Late Ramawatar Agarwal, by faith Hindu, Category General, nationality Indian, Occupation Business.3. Sanjay Kumar Agarwal ( Pan No. AAWPA4990K 4. Binay Kumar Agarwal (Pan No. ABBPA7811R), Both S/O Bhagawati Prasad Agarwal, by Faith Hindu, Category General, Nationality Indian, Occupation Business R/O Bangalow No.A-05, Ashiyana Garden Sonari, P.O and P.S Sonari, Jamshedpur,, 5. Vijay Kumar Mittal ( Pan No.ACXPM8580C), S/O Late Ramavatar Mittal, by faith Hindu, Nationality Indian, By Occupation Business category General, R/O Flat No. 4A, Shanti Hari Awasan, 1 Inner circle Road, Bistupur, Jamshedpur, Jharkhand,6. Navin Kumar Poddar, ( Pan No. ABOPP4488Q), S/O Sri Nathulal Poddar, By Faith Hindu, by category General, Nationality Indian, Occupation Business R/O House No. 29, Road No.3, Punjabi Line, Ramdas Bhatta, Bistupur, P.O and P.S Bistupur,



Jamshedpur the land property mentioned in **Schedule "A"** below and their respective executors, administrators, representatives, heirs, successors in interest.

- 2. DEVELOPER: Shall mean M/s. Vidhi Developers Pvt. Ltd., represented by its Director Mr. Sanjay Kumar Singh S/o. Mr. Bipin Bihari Singh, by Faith Hindu, nationality Indian, Address: Vinayak Garden, Dhiraj Ganj, Tata Kandra Maid Road, Seraikella, Kharshawan, Jharkhand, which shall mean and its executors, administrators, representatives, heirs, successors in interest.
- **3. LAND PROPERTY:** Shall mean all that piece of land, being more particularly described in the Schedule "A".
- 4. COMMON FACILITIES: Shall mean common facilities and amenities and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and management of the Residential Complex on Schedule "A" land. The LAND OWNER & DEVELOPER shall have proportionated right, title, interest in common facilities and amenities including the right to use thereof and available in the said residential complex till the time the Common facilities shall be transferred to the society formed & maintained by the Resident Association. After formation of society, all the right, title, interest in common facilities and amenities shall be transferred to the society.
- 5. COMMON EXPENSES: Shall mean and include proportionate share of the cost, charges and expenses for working, maintenance, upkeep,



repairs, replacement of common parts and common facilities including proportionate share of municipal, property and other taxes and levies related to or connected with the said Residential Complex and the land property. All the common expenses shall be borne by the DEVELOPER till the time the Common facilities shall be transferred to the society formed & maintained by the Resident Association. After formation of society, all the common expenses shall be borne by the society.

- 6. LAND OWNER ALLOCATION: Shall mean and include the total constructed area in the form of Residential spaces, Commercial spaces, parking spaces, other amenities, including unsold area, in the aforesaid LAND Property including any such construction, that will be done in future on the said land property herewith agreed upon by the LAND OWNER and DEVELOPER as being exclusively allocable to the LAND OWNER and / or their nominee or nominees.
- 7. DEVELOPER'S ALLOCATION: Shall mean include the total constructed area in the form of Residential spaces, commercial spaces, parking spaces including unsold area, in the aforesaid LAND Property including any such construction, that will be done in future on the said land property herewith agreed upon by the LAND OWNER and DEVELOPER as being exclusively allocable to the DEVELOPER.
- 8. TRANSFER: Shall mean with its grammatical variations transfer by voluntary handing over of possession and by any other mean/s, adapted for effecting what is understood as a transfer of space (Residential spaces) in the Residential Complex to purchasers thereof, although the



same may not be within the definition of the terms as given in the Transfer of Property Act or other enactment.

- 9. BUILT UP AREA: Shall mean include the carpet area, individual wall, common wall area.
- 10. Words imparting singular shall include plural and vice-versa.
- 11. Words imparting masculine gender shall include feminine and neutral genders. Like wise words imparting feminine gender shall include masculine and neutral gender and words imparting neutral gender shall include masculine and feminine genders.

#### THESE AGREEMENT CONSIDERATIONS

- 1. THAT the LAND OWNER assures and guarantees, there is no existing agreement regarding the development or sale of the said land and that all other arrangement, if any, prior to this agreement, have been canceled and are being superseded by this agreement.
- 2. THAT the LAND OWNER assures and guarantees that the land property is free from any encumbrance attachment, charge, claim or demand whatsoever by or from any one whatsoever. The LAND OWNER will bear the responsibility, if in the future any legal complication/s arises regarding the title right of schedule "A" land.

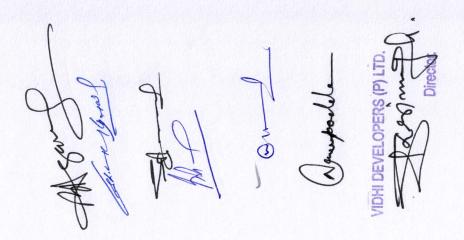


- 3. THAT the DEVELOPER will develop and construct the Residential and commercial Complex, comprising Flats shop, showrooms, Parking, named "VINAYAK VISTA. " on Schedule "A" land as per building plan duly sanctioned by the authorized and competent authority of Jharkhand government.
- 4. THAT While preparing the plan the DEVELOPER will try to achieve the maximum F.A.R (Floor Area Ratio) as per building by laws of Jharkhand government. All the obligatory action will be completed by the DEVELOPER in respect of development, construction and transfer of the entire residential spaces, parking spaces etc. The LAND OWNER'S will not bear any cost or charges for the above-mentioned jobs.
- 5. THAT the DEVELOPER shall at his own costs construct, create and complete in all respects of the proposed Residential and commercial Complex. The DEVELOPER shall pay 41% of total realization from the buyer only from residential, commercial and parking space (Development Charge, Power backup charges, Maintenance security charges etc not included in total consideration) to the LAND OWNER as and when received. The DEVELOPER shall open a separate bank account/escrow account as per RERA Guidelines& shall credit all the realizations from the project in that account. The DEVELOPER shall prepare statement of entire realization from the project at month end and shall provide the same to the LAND owner within 7 days of following month. The DEVELOPER shall be fair and transparent & shall make full disclosure to the LAND OWNER regarding the realization from the buyer as and when required by the LAND OWNER.



Where any residential/commercial space being unsold at the time of completion of the project, the LAND OWNER & the DEVELOPER shall have proportionate share on the unsold flats in the ratio of 41:59 respectively & shall be distributed in same ratio, and land owner will have first preference to opt the unsold flats or units.

- 6. THAT the DEVELOPER and LAND OWNER mutually finalize or decide the selling rate of the commercial part of the Project and the DEVELOPER shall be entitled to negotiate, finalize, transfer and receive the consideration amount from the prospective buyers on mutually finalized rate of the entire commercial part of the Project and after receiving the consideration amount from the purchaser the Developer shall transfer 41% of the total consideration amount to the Land Owner of their share.
- 7. THAT the DEVELOPER once get building approval plan from authorized government authority then Developer and land owner mutually allocate their share of entire residential part of the Project and the Land Owner decide the selling rate of their own share and the DEVELOPER is being authorized by land owners for negotiate, finalize, transfer, sell and receive the consideration amount from the prospective buyers of the Land Owner share on finalized selling rate by land owner and the same amount will be transfer to Land Owner on every 15th day of each month by the developer.
- 8. THAT the developer shall initially sell his 10 flats of residential part of the project of his share after that 41% of land owner share parallelly will be

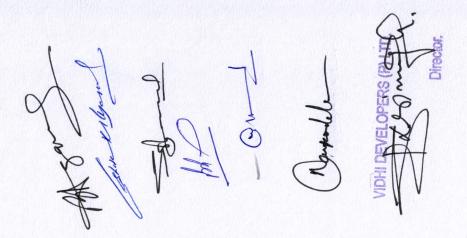


sell to the prospective buyer and shall transfer the 41% consideration amount to the land owner.

- 9. THAT in case of urgent need of money developer can sell of his 59% of share below finalized selling rate to the prospective buyer and the land oner will not raise any objection.
- agent of the LAND OWNER for the purpose of construction of the proposed Residential Complex over the said land property described in Schedule 'A' and shall keep the LAND OWNER indemnified from and against all claims, penalties, costs, demands arising out of or connected to any act or omission by the DEVELOPER in planning, executing or constructing the proposed Residential Complex as contemplated under this Agreement. It is further clarified and declared that the LAND OWNER shall not for any purpose be deemed to be the Employers or Partners of the DEVELOPER in execution of construction of the proposed Residential Complex. The DEVELOPER shall always be held to have constructed the proposed Residential Complex independently as per the terms of this agreement.
- **11. THAT the LAND OWNER** will not unnecessarily interfere and shall cooperate whenever called upon the construction of the said Residential Complex on Schedule 'A' land.
- **12. THAT the DEVELOPER** will have absolute right to sell the entire built-up area of Residential and commercial spaces, in the said Complex to be constructed on Schedule 'A' land.



- 13. THAT the LAND OWNER will hand-over temporarily (whenever required) the following original documents to the DEVELOPER pertaining to Schedule 'A' land and the DEVELOPER hereby undertakes to return the said documents to the LAND OWNER after all legal formalities related to the development of the Residential Complex are completed in all respect. However, in any case the DEVELOPER has to return the original documents on passing of the drawing by competent authority or one year from the date of signing of this agreement, whichever is earlier.
  - a) Original purchase Deed.
  - b) Link Deed related to Schedule 'A' land.
  - c) Mutation Slip.
  - d) Current Revenue Receipt.
- 14. THAT after the execution of this agreement, the DEVELOPER will start necessary processing, planning and booking for the sale of, Residential commercial spaces, in the proposed Complex on Schedule 'A' land. The LAND OWNER will not raise any question or objection to the DEVELOPER doing necessary processing as mentioned.
- **15. THAT the DEVELOPER** will prepare and submit the said building plan for approval by the authorized and competent authority of Jharkhand government, within 90(Ninety) days from the signing of this Agreement, subject to all Up To Date relevant documents are provided by the LAND OWNER.



- 16. THAT the DEVELOPER will construct and complete the entire proposed Residential and commercial Complex in good work man-ship manner with all amenities specified herein within 42 (forty-two) months from the date of sanction of the plan by the authorized and competent authority of, Jharkhand government&6 (Six) Months will be grace period and the DEVELOPER will use all standard materials as per attached schedule of materials as part of this agreement.
- 17. THAT all out goings, demands rates, taxes in respect of below schedule land from the date of this Agreement shall be paid by the DEVELOPER and the LAND OWNER shall be liable for such amounts remaining unpaid till the date of this agreement. The electricity connection shall be taken by the developers in the name of Project Title & the charges shall be paid by the DEVELOPER itself. EWS construction or EWS charges and RERA fees and charges for extra paying layout will be borne by Developer.
- 18. THAT if the construction work of the said Complex is delayed due to Natural Calamities, General Strike, Riot, Flood, Earthquake, Tempest and for situations of similar nature, then in such a situation the DEVELOPER shall keep the LAND OWNER informed well in time and so much of the time, so lost, shall be further added to the period of completion of the said building as mentioned here-in-before.
- 19. THAT it shall be not obligatory on the part of the DEVELOPER or their nominee/nominees to became members of the Owners Association or society, formed by the purchasers/owners of the Residential Complex and this association of the Purchasers/owners will maintain the property and shall pay all the charges of various Government Duties and levies and



repair and any other outgoing relating to the said land property and the Residential Complex shall be payable by all the purchasers/owners. The Owners Association shall be the apex body, relating to all the interests of all the owners and shall work for the peaceful living of all members in the Residential Complex.

**20. THAT the DEVELOPER** can amalgamate (Join) adjoining plots of Schedule "A" and construct a single large Residential and commercial Complex; the LAND OWNER shall not raise any objection to this arrangement. However, the proportionate share of the LAND OWNER. Shall not be less than the constructed area as derived below: -

A= total area of Land owned by Land owner

B= total area of other adjoining land

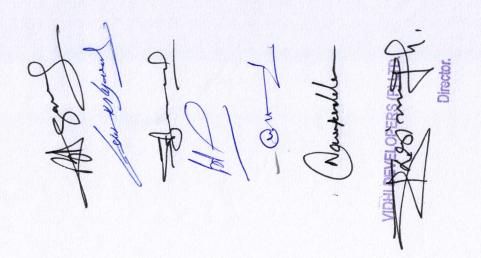
C= Total Area i.e. A+B

D= Total built-up area on the entire project land

E= Land Owners' share

 $F = ((D \times A)/C) \times 41\%$ 

- 21. The DEVELOPER or his nominee shall be exclusively authorized for construction work to be done by the DEVELOPER. The land owner shall execute general power of attorney in favor of developer with regard to the project Land, if he considers necessary for effective completion of the project & selling space to the buyer. However, Land owner shall transfer the space to the buyer only when the land owner shall receive its share with regard to the respective space.
- 22. THAT the terms expression in this Agreement unless to the contrary or repugnant to the context, shall also have the meaning assigned to them



as to be recited in the deeds/ documents to be executed and registered in pursuance of this Agreement.

- **23. THAT** the agreement is made in two copies, both are true and exact copies of each other.
- **24. THAT** in case of any dispute/s arising between the parties the court of authority situated at **Seraikella** Jharkhand will have jurisdiction to decide the same.
- 25. The DEVELOPER shall be exclusively liable to bear all the Taxes, duties and other statutory liabilities including GST, Income Tax, PF, ESIC, Gratuity, Labour dues or any other amount by way of interest, fee, penalty etc to be imposed by any statutory body in connection with the development, construction & transfer of the residential spaces on the Land property.
- **26. THAT** The Developer shall not be liable to bear taxes, duties, GST, income tax etc. of the unsold land owner share.
- **27. THAT** this agreement shall be executed in duplicate and one of them to be kept by each party & both copies shall be treated as original.
- **28. THAT** land owner shall authorize any person when required sign or get done registered development agreement in the circle office or any government offices.

**IN WITNESSES WHEREOF,** the parties here to have put their respective signature on this Agreement, on this 12 day of December 2022 at Seraikella, Jharkhand, referred to as the commencement of this Agreement.

LAND OWNER (FIRST, PARTY)

1.Mr. Binod Kumar Agarwal

2.Mr. Ashok Kumar Agarwal

3.Mr. Sanjay Kumar Agarwal

4.Mr. Binay Kumar Agarwal

5.Mr. Vijay Kumar Mittal

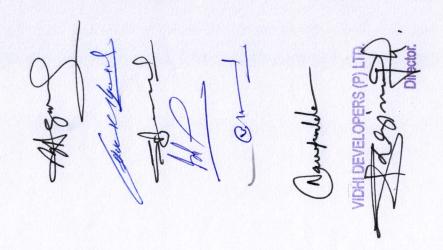
6.Mr. Navin Kumar Poddar

**DEVELOPER (SECOND PARTY)** 

Mr. Sanjay Kumar Singhor

**Director** 

**Vidhi Developers Private Limited** 



#### **WITNESS**

1.

2.

## **SCHEDULE "A"**

ALL THAT pieces and parcel of the revenue paying raiyati Residential land measuring total land 84 decimal comprised in khata no 183, Plot no. 967, situated in mouza Dobo, Halka No. II, within the local limit of Chandil Block, thana No.331, P.S. Chandil, under registry office Saraikella, in the district of SarikellaKharsawan, in the state of Jharkhand. And bounded by as following.

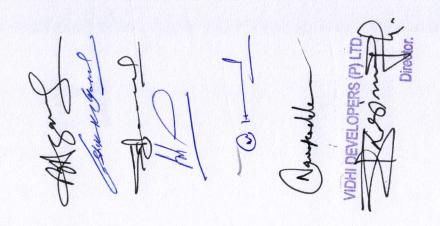
### Plot No.967 (84 decimal)

North – plot no.964, and 967(P)

South - Plot No. 969,970 and 967(P)

East - Road

West - Road and Plot No. 965



As per mutual consent of the both party the Residential/commercial spaces which will be constructed as per the following construction specifications: -

FOUNDATION: R.C.C foundation as per design of structural consultants.

**STRUCTURE:** R.C.C Frame structure.

**WALL:** Wall shall be constructed with first class red brick/ fly ash brick/concrete blocks/brick. External wall thickness will be 10"/8" and internal wall thickness will be 5".

Plaster: In cement motor 1:6

Flooring: Vitrified Tiles flooring, Kajaria / Marbito or equivalent.

Balcony & Open Terrace flooring: Floor tiles (Anti Skid)

Parking area flooring: Crazy flooring in parking lots.

**Water proofing:** All roofs and toilets shall be treated with water proofing compound.

**External wall finishing**: All External walls shall be finished with putty over two coat of weather shield paint.

**Internal Wall finishing**: All Internal walls shall be finished with plaster of paris punning on plastered surface and a coat of cement prime.

CHOWKHATS: Wooden/WPC (equivalent of size 5"x 2")

**Entrance doors**: Entrance door shutters of 32mm thick ISI Mark one side Teak finish flush door, finished with natural polish and other side painted with two coats synthetic enamel of specified colour over the coat of primer and putty.

**Other doors:** 30mm thick ISI Mark Flush Door stutters painted with synthetic enamel over a coat of primer and putti



Windows: Aluminum Window (Double Shutter)

Stair Case: Railing - stainless steel

Flooring: Green Marble.

#### **KITCHEN**

a) Flooring: Floor tiles (Anti Skid)

b) Working Platform: Granite Slab / Green Slabc) Dado: Premium quality 24" High Glazed tiles

d) Sink: Stainless Steel Sink.

Corridor: Anti Skid tiles, Kajaria/Marbito or equivalent (Anti Skid)

#### **BATHROOM**

- a) Flooring: Kajaria / Marbito or equivalent (Anti Skid)
- b) Walls: Glazed Tiles up to 7 feet level.
- c) Sanitary: White Glazed vitreous sanitary ware Hindware/Classica/ Cera or Equivalent.
- d) Fittings: Chromium plated of continental series of Jaguar make or equivalent.
- e) Cistern: White Acrylic / fibre glass cistern.
- f) Plumbing: Double line (Hot & Cold) Plumbing and C.P. Fittings provided in all bathrooms.

#### **ELECTRICAL**

- A) All Internal wiring in concealed conduits with ISI Mark copper cable.
- B) All electrical Modular switches and accessories of ISI Mark.
- C) Adequate lighting/sockets, outlets etc. provided in each room.
- D) point provided with 15 AMP power plug Drawing & master bedroom.



T.V / Cable: One T.V. Point provided in Drawing room

Telephone Point: One telephone plug provided in drawing room.

Water Supply: Adequate Water supply shall be provided.

Lift: THYSON KRUPP / OTIS Elevator or equivalent in each apartment block.

Electricity: Three phase connection to all the flats with a provision of separate meter.

Power back up: provided 800 watts emergency power back up with automatic change over.

## Charges to be paid by the Land Owner:

Any extra work requested by the Land Owner shall be charged at prevailing market rates, and same has to be paid to the Developer.