

15 FEB 2022



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : c214d0e1590c889ae647

Receipt Date : 24-Jan-2022 11:57:15 am

Receipt Amount : 500/-

Amount In Words : Five Hundred Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : Dhanbad

Stamp Duty Paid By : SHRI KALYANI REALCON PVT LTD

Purpose of stamp duty paid : AGREEMENT

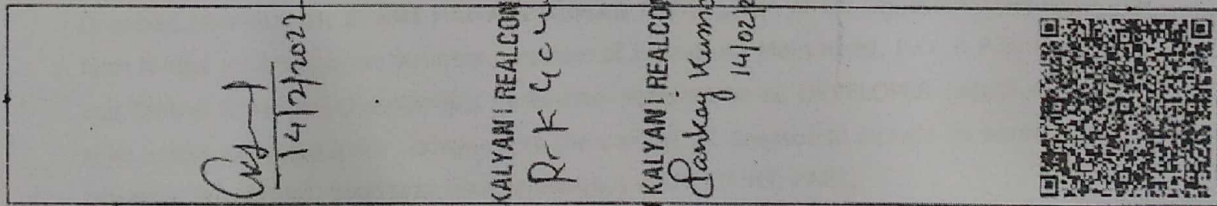
First Party Name : AS APPLICABLE

Second Party Name : SHRI KALYANI REALCON PVT LTD

GRN Number : 2209487305

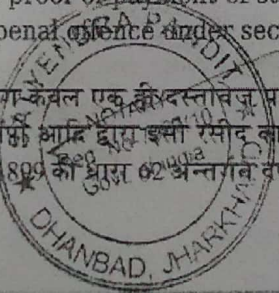
NOTARY
DHANBAD

-: This stamp paper can be verified in the e-stamp 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 दूसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।



SHRI KALYANI REALCON PVT. LTD.
R-K 9021
Director

SHRI KALYANI REALCON PVT. LTD.
R-K 9021
Director

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14-2-2022
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DHANBAD

SHRI KALYANI REALCON PVT. LTD.

Director

SHRI KALYANI REALCON PVT. LTD.

Pankaj Kumar Goyal
14/02/2022
Director

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this the 14TH day of February, Two Thousand Twenty Two

BETWEEN

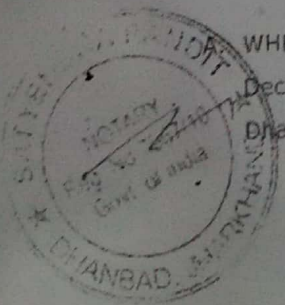
SRI GANESH KUMAR GOYAL, (PAN - ACUPG9167C) son of Sri Madan Lal Gupta, by faith Hindu, by occupation business, resident of Saraidhela Main Road, P.O. & P.S. Saraidhela and District Dhanbad, (Jharkhand), hereinafter called and referred to as **LANDLORD/ LAND OWNER** (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, successors and interests, liquidators, nominees and/ or assigns) of the ONE PART;

AND

SHRI KALYANI REALCON PRIVATE LIMITED, (CIN No. U45400JH2010PTC011144, PAN - AAPCS0163E) A Private Limited Company duly incorporated under the Indian Companies Act., having its office at Plot No. 3315, Mouza No. 8, Near Shree Kalyani Saw Mill, Main Road, Saraidhela, Dhanbad - 828127, Represented herein through its Director **1. SRI RAMESH KUMAR GOYAL**, son of Sri Madan Lal Gupta, by faith Hindu, by occupation business, resident of Saraidhela Main Road, P.O. & P.S. Saraidhela and District Dhanbad, (Jharkhand), **2. SRI PANKAJ KUMAR GOYAL**, son of Sri Ganesh Kumar Goyal, by faith Hindu, by occupation business, resident of Saraidhela Main Road, P.O. & P.S. Saraidhela and District Dhanbad, (Jharkhand), hereinafter referred to as **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and interests, liquidators, nominees and/ or assigns) of the OTHER PART;

WHEREAS:

WHEREAS, the Land owner hereto above named owned 10 Kathas or to say 16.5 Decimals of land, at Mouza Kolakushma, Mouza No. 12, under P.S. Saraidhela, Dist. Dhanbad, appertaining to old Khata No. 6 (New Khata Nos. 105 & 121), Old Plot Nos.



SHRI KALYANI.

Pankaj Kumar Goyal
Director

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R-ic 400
Director

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Director

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Sanjay Kumar Goyal 14/02/2022
Director

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1254 & 1270 (New Plot No. 1205 & 1206), which was purchased in the name of the Land Owner Sri Ganesh Kumar Goyal, vide Deed No. 3359 dated 18.07.2017 from the rightful owners Sri Manoj Kumar Singhal; And

B. WHEREAS, ever since the date of purchase as aforesaid the land owner hereto Sri Ganesh Kumar Goyal, has been in peaceful and uninterrupted possession over the said land got his names mutated vide order passed in Mutation Case No. 470/2017-18, and paying ground rent to the State regularly under volume No. 2, page No. 7 of register II of Dhanbad Circle office; And

The facts described above mean and conclude that owners hereto are the rightful OWNER of the aforesaid land measuring 10 Kathas or to say 16.5 Decimals.

C. WHEREAS, the Owner had been in search of a Developer to develop the land described in the Schedule of this Development Agreement into a Multistoried Building (Commercial and/ or Residential) Complex.

D. The Developer, "SHRI KALYANI REALCON PRIVATE LIMITED," approached the present owners and offered to Develop the property by erecting new multistoried buildings namely SHRI KALYANI PLAZA thereon on the terms and conditions mentioned hereafter.

E. Owner have represented to the Developer as follows:

I. That the Owners are absolute seized and possessed of the piece and parcel of land measuring 10 Kathas or to say 16.5 Decimals morefully and particularly described in Schedule hereunder written and hereinafter referred to as the said premises.

II. That the said Premises is free from acquisition and/ or requisition in any nature whatsoever.

That the said Premises is not effected by any Road Alignment.



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Sanjay Kumar Goyal
Director

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R.K. Goyal
Director

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SHRI KALYANI REALCON PVT. LTD.

R. K. Goud
Director

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Director

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- IV. That the Landlords have not entered into any agreement with any person in respect of the said property or created any charge on the said property and during the pendency of this Agreement for development of the Owners shall not enter into Agreement with any other Developer or Promoter or create any change in respect in the proposed multistoried building to be constructed by the Developer on the said piece of land.
- V. That no notice of attachment, requisition, acquisition received from any Competent Authority in respect of the said premises.
- VI. There is no embargo and or outstanding dues in respect of Income Tax of the Owners and/ or any notice of attachment as being received from Income Tax Authority under the provisions of the Income Tax Act 1961.
- VII. That the Owner shall comply with all requisition for the purpose of development of the said premises.

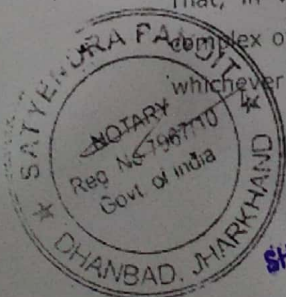
DEFINITION

Unless these presents it is repugnant or inconsistent with:

- I. OWNER shall mean the Owners mentioned in this indenture hereinabove and/ or its successors in interest, legal representatives, and assigns.
- II. DEVELOPER shall mean "SHRI KALYANI REALCON PRIVATE LIMITED", and its successors and interests, liquidators, nominees and/ or assigns;
- III. PREMISES shall mean all that the Land and Premises mentioned in the schedule hereunder within the limits of Dhanbad Municipal Corporation Authority within the District of Dhanbad and particularly described in the schedule hereunder written.

NOW THIS AGREEMENT WITNESSETH AND PARTIES MUTUALLY AGREE ON THE FOLLOWING TERMS AND CONDITIONS:

That, in view of the said Agreement for development and construction of a multistoried complex over the schedule land of this Development Agreement proposed to any construction whichever is beneficial to Developer and as per the approval of competent authority i.e.



SHRI KALYANI REALCON PVT. LTD.
Pankaj Kumar Goyal
Director

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Director

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R.K. Goyal
Director

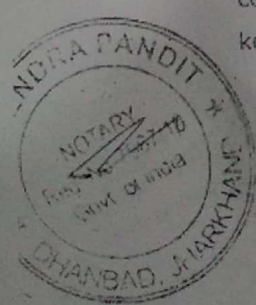
SHRI KALYANI REALCON PVT. LTD.
Ranjay Kumar Goyal 14/02/2022
Director

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Dhanbad Municipal Corporation and in lieu of which the Developer will pay the Owners a sun of Rs.90,00,000/- only (Rupees Ninety Lac) only to the land owner and the details of payment schedule has been mentioned in Foot of this document.

1. That, the Owners have agreed to handover the peaceful possession of the scheduled Land of this Agreement to the Developer within a period of three days from the date of Signing this Agreement and Issue of Power of Attorney and have allowed the Developer to go ahead with the development work.
2. That, the Developer will construct multistoried building (commercial) complex and shall get the plans approved from the competent authority at their own cost.
3. That, the Developer undertakes and agrees to pay the Owners Rs.90,00,000/- only (Rupees Ninety Lac) only against the schedule land of the land owner against the construction of the multi storied complex to be constructed on the land of the owner, for the development on the land of 10 Kathas.
4. That, the Developer may bring their construction of commercial, Apartments or whatsoever, on which the Owner shall not create any interference or objection for the type or quality of the construction.
5. That, the multistoried building over the schedule land of this agreement constructed at the cost of the Developer shall become the exclusive property of the Developer.
6. That, the Developer agrees and undertakes that the time is the essence of the contract and the Developer will pay the owner the aforesaid Rs.90,00,000/- only (Rupees Ninety Lac) only within 31st Day of March 2024,
7. That, the Developer undertakes and agrees that they will get the drawings of the proposed apartment over the schedule lands of this agreement duly approved by the competent authority Dhanbad Municipal Corporation at their own cost.
8. That, the Developer will be at liberty to generate funds by advertisements, selling, booking, mortgaging of shops/ offices of the proposed building of the total constructed area for the purpose of speedy construction and timely completion of the said building complex as per approved plans and specifications at its own responsibility and risk keeping no concern with the Owner.



SHRI KALYANI REALCON PVT. LTD.
Ranjay Kumar Goyal
Director

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R.K. Goyal
Director

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SHRI KALYANI REALCON PVT. LTD.

Director

R. K. Goyal

SHRI KALYANI REALCON PVT. LTD.

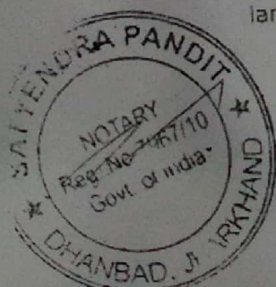
Director

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9. That, the Owner agrees and assures to hand over to the Developer the vacant and peaceful possession over the schedule land of this Development Agreement for the purpose of development of the said building complex within three days after the signing of this Agreement and issue of Power of Attorney to facilitate them to build the basic infrastructures for the speedy and timely construction of the said Apartment, like digging tube wells and removing the debris and strengthening and rising the existing compound wall and construction of the site office, labour shed etc.
10. That, the Owner undertakes to execute the Registered Power of Attorney in favour of the Developer to be used for sale/ mortgage of the units of the said building complex over the schedule land of this Agreement within a week from the date of signing of this agreement to facilitate the speedy construction of the said building complex for which Developer shall bear and pay all costs of incidental, stamp and registration etc.
11. That, the Developer in respect of the above mentioned Power of Attorney, further undertakes to indemnify the Owner against any loss of liability arising out of the sale/ mortgage of the said units to the purchasers in respect of cost of the land to be paid to them.
12. That, the Developer may take loan or financial assistance from any Bank/ Financial Institution for the speedy construction of the said building complex at its own risk and consequence and for the repayment of which the Owner shall not be held responsible at any score, whatsoever.
13. That, the Developer undertakes to obtain all sorts of Government clearances and Government sanctions from the concerned competent authorities for the proposed construction of the multistoried building complex over the schedule land of this agreement at their own cost and Owner shall not be liable for reimbursement of any costs, charges and expenses for any reason.
14. That, the Owner will not be held liable and responsible for any payments to be made whatsoever to the laborers, material suppliers and the staff employed by the Developer and the dispute/ differences related thereto and accrued thereupon to any Government Agencies or any local bodies in respect to the proposed construction over the schedule land of this Agreement and that will be the sole responsibility of the Developer



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R. K. Goyal
Director

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Director

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- including all legal consequences related thereto and Owner shall not be responsible for the same.
15. That, the Owner will not be liable or responsible for any untoward incident or accident etc. that may occur during the construction work of the said building complex and the Developer will be solely responsible for the same and indemnify the Owner in case of any such eventuality.
 16. That, the Developer shall abide by the specifications and ensure good quality of the proposed construction of the entire building and both the Owner and the Developer shall strictly abide by the terms and conditions as agreed upon in this Agreement.
 17. That, the Developer shall be solely entitled for booking and sale of units of the building complex and to receive the payments in lieu of such sale/ booking of the units, for only his share and the land owner is also entitled for the same.
 18. That, the Owner shall not be held responsible for any dispute between the purchaser of the units and the Developer. It will be the sole responsibility of the Developer to sort out the differences of any kind, if any with the purchasers.
 19. That, the Developer's liability for the payment of taxes with respect to the newly constructed building over schedule land shall cease after the handing over the units to the respective buyers and then onwards it will be the responsibility of the respective owners to pay the Government Taxes.
 20. That, the land Owner do hereby declare that the schedule property is free from all encumbrances, debts, liens, charges etc. and the land Owners have absolute marketable title over the schedule land of this Agreement and no legal case, cases, suit are pending before any legal Court of Justice in respect to schedule land of this Agreement.
 21. That, in case of any dispute between the Owner and the Developer with regard to the terms, of this agreement for developing the same will be adjudicated by the arbitrator appointed one each by either parties whose decision shall be binding and conclusive. In case of disagreement with the decision of the arbitrators, one common arbitrator with the consent of the appointed arbitrators will be appointed for final decision and the majority decision of all the arbitrators shall be binding on both the parties.



SHRI KALYANI REALCON PVT. LTD.

Director

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SHRI KALYANI REALCON PVT. LTD.
R.K. Goyal
Director

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Sanjay Kumar Goyal 14/02/2022
Director

NOTARY
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OWNER'S FURTHER OBLIGATION

The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said building construction on the said plot by the Developer agreement if anything is not going against the spirit of this agreement.

The Owners hereby agree and covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/ or disposing of the whole premises.

The Owners hereby agrees that the Developer may mortgage or create any charge of the said premises including construction to any bank or financial institutions to meet its financial requirements.

The Owners hereby agree and covenant with the Developer to execute all papers including the deed of conveyance that may be necessary for transfer the respective unit in favour of the purchaser/ assignees/ transferees nominated by the Developer in respect of the Developed Construction over the scheduled land.

DEVELOPER'S FURTHER OBLIGATION

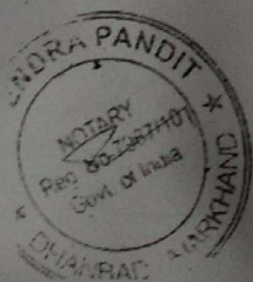
The Developer further agrees and covenants with the Owner to get the subject project cleared by all authorities that may be necessary for the purpose of construction.

The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions or rules applicable for construction of the building as a result of which the obligations and liabilities will accrue upon the Owners.

22. OWNER'S INDEMNITY

The Owner hereby indemnifies the Developer of any defect in the title of the Property and marketability of the title.

The Owner hereby undertakes and indemnifies the Developer that the Developer shall be entitled to the said construction and shall enjoy the whole premises without any



SHRI KALYANI REALCON PVT. LTD.
Sanjay Kumar Goyal
Director

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R.K. Goyal
Director

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SHRI KALYANI REALCON PVT. LTD.

R. K. Sood

Director

SHRI KALYANI REALCON PVT. LTD.

Pankaj Kumar Goyal 14/02/24

Director

NOTARY
DHANBAD

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interference or disturbance provided the Developer performs and observes and fulfills all the terms and conditions herein contained and/ or their part to be observed, performed and/ or fulfilled.

23. DEVELOPER'S INDEMNITY

The Developer hereby undertakes to keep the Owner indemnified from and against all third parties' claims and actions arising out of any part or act or commission of the Developer in or relating to the construction of the said building complex.

24. MISCELLANEOUS

It is agreed that the Developer shall have absolute right to name the building and the Owner shall not object the same. It is agreed that the Developer and/ or the Owner shall incorporate a clause in their respective document so that successor in interest does not change the name of the building once the same is completed.

It is agreed between the parties that in case of registration of these present, the Stamp Duty, registration Fees & other misc. expenses including lawyer's fee for Registration of this Agreement and/ or for Power of Attorney as contemplated under this agreement shall be paid by the Developer.

It is agreed that the Developer is free to purchase or take on development agreement from other party/ parties, any land which is adjacent/ connected to the scheduled land. The Developer shall be free to develop comprising the land taken from other vendor(s) and scheduled premises being taken from the Owner and the scheduled premises may be used for entry/ exit purpose to other lands acquired from other vendor(s), and in this regard the Owner will not have any objection or will not raise any claim.

It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been

SHRI KALYANI REALCON PVT. LTD.

R. K. Sood

Director

SHRI KALYANI REALCON PVT. LTD.

Pankaj Kumar Goyal

Director

14/12/2022

SHRI KALYANI REALCON PVT. LTD.

R.K Goyal

Director

SHRI KALYANI REALCON PVT. LTD.

Dankaj Kumar Goyal 14/01/2022

Director

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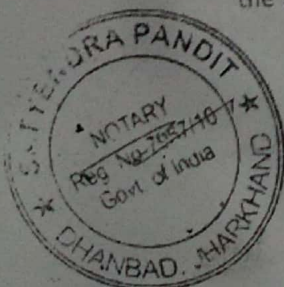
mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and the Owner shall execute additional power of attorney and/ or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all such acts, deeds, matters and things if, the same do not in any way infringe and/ or affect the rights of the Owners in respect of the said plot and/ or go against the spirit of this Agreement and the Owner hereby indemnify the Developer for the above.

Any notice required to be given by the Developer shall be deemed to have been served on the Owners if, delivered by hand and duly acknowledged or send by prepaid registered post with acknowledgement due and on the Developer if, delivered by hand or send by prepaid registered post with acknowledgement due to the known address which appears in this agreement.

It is hereby agreed between parties that the Developer shall have absolute right to transfer all the rights and interests of this agreement along with the possession of the scheduled premises to its nominee(s)/ assignee(s) which may be any group concern, other firm/ company or any individual on exclusive decision of the Developer, and such nominee(s)/ assignee(s) shall be restricted to the covenants of this agreement. The Owner shall execute needful legal/ formal document with the nominee(s)/ assignee(s) of the Developer and shall also assist on any further requirement in this regard.

25. FORCE MAJEURE

The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the force majeure and shall be suspended from the obligations during the tenure of the force majeure. Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lockout and/ or any other act or commissions beyond the control of the parties hereto.



SHRI KALYANI REALCON PVT. LTD.

Dankaj Kumar Goyal
Director

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R.K Goyal
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Director

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SCHEDULE

SHRI KALYANI REALCON PVT. LTD.

Director

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SHRI KALYANI REALCON PVT. LTD.

Director

Sanjay Kumar Goyal 14/02/2022

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All that piece and parcel of Raiyati land situate at Kolakushma, Mouza No. 12, under P.S. Saraidhela, Dist. Dhanbad,

Appertaining to old Khata No. 6, Old Plot Nos. 1254 & 1270

New Khata No. 105

New Plot No. 1206, out of which measuring an area 8.25 Decimals

New Khata No. 121

New Plot No. 1205, out of which measuring an area 8.25 Decimals

Total area measuring 16.5 Decimals or to say 10 Kathas of land, being butted and bounded as under:-

North: 13 feet wide road.

South: Hirak Ring Road.

East: Portion of this Plot.

West: Portion of this Plot (Smt. Gayatri Devi).

Details of Payment schedule

Rs.90,00,000/- only (Rupees Ninety Lac) only to be paid by the developer to the Land Owner by -14th February 2022 to 31st March 2024.

Rs.5,00,000/- only (Rupees Five Lac) only shall be paid on the date of signing of this agreement vide Cheque No. 969225 dated 14.02.2022 of Canara Bank, Saraidhela, Dhanbad.

And Balance Rs.85,00,000/- only (Rupees Eighty Five Lac) only shall be paid within 31st

March 2024.

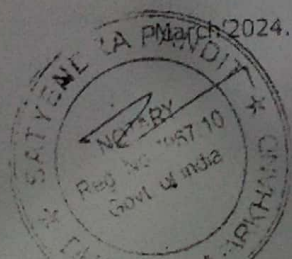
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SHRI KALYANI REALCON PVT. LTD.

Director

R-K 40

SHRI KALYANI
Sanjay Kumar Goyal
Director



NOTARY
DHANBAD

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IN WITNESS WHEREOF the parties hereto have signed this Development Agreement at Dhanbad, on 14th Day of February' 2022 in presence of the witnesses, named hereunder:-

SIGNATURE OF THE OWNER

[Signature]
14/2/2022

SIGNATURE OF THE DEVELOPER

SHRI KALYANI REALCON PVT. LTD.

R K Goyal
Director

SHRI KALYANI REALCON PVT. LTD.

Pankaj Kumar Goyal
14/02/2022 Director

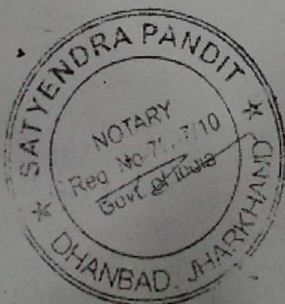
WITNESSES:-

1. MADAN LAL Gupta
M.L. Gupta: 14/2/2022
Sandhya's Husband.

Attested
[Signature]
Satyendra Pandit
Notary Dhanbad

2. Ram Kissen Singh.
14/2/2022

Authorised
u/s 207 (i) (c) of the Cr. P.C. 1973
(Act No 11 of 1974) & u/s (8) (i)
of the Notaries Act 1952
(Act No 53 of 1952)



SHRI KALYANI REALCON PVT. LTD.
R K Goyal Director

SHRI KALYANI REALCON PVT. LTD.
Pankaj Kumar Goyal Director