



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : c2eb0c25a1daa84840e1

Receipt Date : 04-Nov-2023 12:07:17 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : Dhanbad

Stamp Duty Paid By : MANVIK REALTY PRIVATE LIMITED

Purpose of stamp duty paid : DEVELOPMENT AGREEMENT

First Party Name : RAJESH KUMAR GOYAL AND OTHER

Second Party Name : MANVIK REALTY PRIVATE LIMITED

GRN Number : 2320032974

NOTARY
DHANBAD

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

Rajesh Kumar Goyal

रजिशा गोयल



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।



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06/11/2023



Rajesh Kumar Goyal
सुरजि भानु



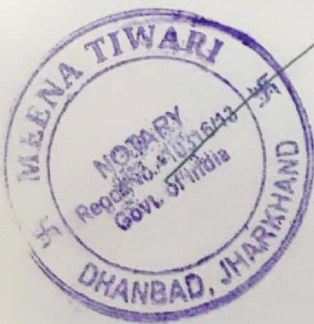
DEVELOPMENT AGREEMENT

This Development Agreement is executed and entered on _____ day of 06 NOV 2023 2023 at Dhanbad in between :-

- (1) SRI RAJESH KUMAR GOYAL (Aadhar No. - XXXX XXXX 4777 & PAN - ACVPG4357P), S/o. Surajbhan Agarwal and
- (2) SMT. SARITA GOYAL (Aadhar No. - XXXX XXXX 1476 & PAN - ACVPG4172G), W/o. Sri Rajesh Kumar Goyal, both by faith - Hindu, by Category - O.B.C., by occupation - Business, resident of S.K. Sanitary, Main Road, Near Canara Bank, Saraidhela, P.S. - Saraidhela, Dist. - Dhanbad, State - Jharkhand, hereinafter called the LAND OWNERS of the ONE PART/ FIRST PARTY.

-AND-

MANVIK REALTY PRIVATE LIMITED (PAN - AARCM3656J), represented by its Partner namely (1) SRI MOHIT KUMAR GOYAL (Aadhar No. - XXXX XXXX 5627), S/o. Sri Rajesh Kumar Goyal, by faith - Hindu, by Category - O.B.C., by occupation - Business, resident of S.K. Sanitary, Main Road, Near Canara Bank, Saraidhela, P.S. - Saraidhela, Dist. - Dhanbad, State - Jharkhand and (2) SRI AYUSH KUMAR GOYAL (Aadhar No. -





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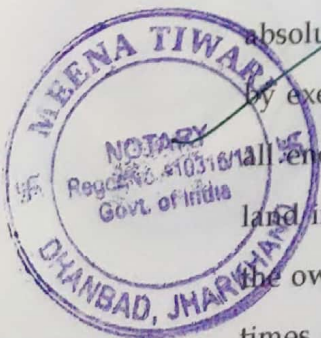
Vertical handwritten text: 'Rajesh Kumar Goyal' and 'Sarita Goyal'.



XXXX XXXX 1399), S/o. Sri Rajesh Kumar Goyal, by faith - Hindu, by Category - O.B.C., by occupation - Business, resident of Flat No. - 301, Pragati Vatika, Shanti Colony, Near Guru Kripa Auto, Saraidhela, P.S. - Saraidhela, Dist. - Dhanbad, State - Jharkhand, hereinafter called the BUILDER/ DEVELOPER of the OTHER PART/SECOND PARTY.

WHEREAS, the land which is morefully described in the schedule below of Khata No. 122 & 142, Plot No. 1273 & 1272, total Area 10 Kathas out of which 16.50 decimals of Mouza - Kolakusma, Mouza No. 12 under P.S. - Saraidhela, Chowki Sadar Sub-Registry Office and District - Dhanbad by virtue of Registered Sale Deed No. 1623, dated 22.03.2012 registered at Dhanbad Sub-Registry Office sold and execute by Sri Lakhan Gope & others in favour of (1) Rajesh Kumar Goyal and (2) Sarita Goyal (Land Owners) and inherited the said land and has been in peaceful possession over the said land by exercising diverse acts of inheritance and possession and entered into Register-II vide Volume No. 17 and Page No. 71 in the name of (1) Rajesh Kumar Goyal and (2) Sarita Goyal (Land Owners).

WHEREAS, the party of the One Part hereto is the exclusive and absolute owner of the property full described in the schedule of this Agreement by exercising diverse acts of ownership and possession. The land is free from encumbrances and is fit for construction of the proposed building on the land in question and also there is no dispute as regards rights of land as and the owner to have the responsibility to keep the developer indemnified all the times and if any dispute arisen within the family. If there will be any dispute regarding land, the land owner will be totally responsible. The land owner has



Rev. M. K. Singh
21/01/2024

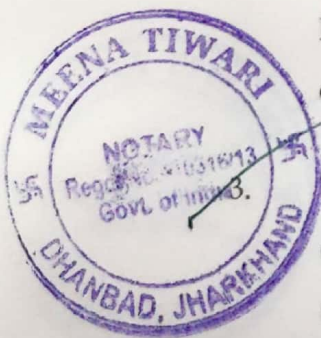
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agreed to give the builder all the papers of land in original (Deed with key plan and site plan, certified copy of mutation, Khatiyani or Terij and Current Rent Receipt) at the time of agreement.

AND WHEREAS, the developer have agreed to develop the said land and to construct a multistoried building with Commercial cum Residential system with object of selling such Commercial cum Residential Building.

NOW THESE PRESENTS WITNESSES AND THE PARTIES HEREBY AGREED AS FOLLOWS :-

1. That, this agreement for development and construction is being made on the express understanding at the Developer would comply with and/or cause compliance with all the statutory provisions in relation to such Development and construction and for this purpose the expenses that might be incurred would be solely borne by the Developer.
2. That, the Developer hereby agrees and undertakes to obtain necessary sanction and permission for construction of multistoried building by MADA/Dhanbad Municipal Corporation, Town Planning Department on the premises fully described in the Schedule of this agreement.



That, consideration of the land owner having agreed to entrust to the developer the development of their land fully described in the Schedule and construction of the said multistoried building at the said premises and if connection therewith, authorizing the developer to exercise the right, powers privileges and benefits of the owners and the owner executing a Power of Attorney its favour for the purpose of transferring,

Rev. K. M. S. S. S. S.
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selling conveying and/or assigning the Developer's portion of the proposed building for the said purpose for signing and executing all writing, agreements, conveyances and or other transfer documents and perfecting such deeds and developments and writings by requisition thereof. The Developer agrees to give 35% of Commercial Cum Residential space to the Land Lord on each floor in lieu of the cost of the land within three years with a grace period of Six month from the date of sanction of the map.

4. That, the developers of the said land and construction of multistoried building thereon would be according to plan to be sanction/approval according to the specifications and particulars given therein.
5. That, the developments of the said land and construction of the said multistoried building would be at the sole risk and expenses of the Developer and Developers would comply with all statutory provisions, rules and regulations in relation thereto and the owner shall not be held liable for the same in any manner, but shall always co-operate with Developers.

That, the agreement of development shall be registered as per provision of section 7 of Jharkhand Apartment Act 2005 (Jharkhand Act 11/2005).

That, as per provision of Sec. 7 of the Jharkhand Apartment Act 2005, after completion of the Apartment, the Developer and Land owner will exclusively and individually sale their respective share i.e. 35% of Commercial cum Residential space of land lord share and 65% of Commercial cum Residential space of Developer share on each floor.



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8. That, after sanctioning of plan of the multistoried building a supplementary agreement shall be entered into showing respective portions (shown in colors) of the parties i.e. Developer and Land Owner.
9. That, 35% of Commercial cum Residential space will be given to the land owner. Power of Attorney will not be given by the land owner, to the Developer for the said 65% of Commercial cum Residential space and Power of Attorney will be given to the Developer by the land owner only for the 65% of Commercial cum Residential space of the respective share of the developer only.
10. That, land owner will sign of this agreement after satisfaction with Market side.
11. That, Builder will make transaction/sale agreement, sale deed or purchase from his own share i.e. 65% of Commercial cum Residential space only as because his right on 65% of Commercial cum Residential space only.



That, all the shops owners will have equitable right, title, interest over the common areas like passage, garden, common passage, lift, guard room, generator etc. after the said shops of the multistoried building are sold to them respectively.

13. That, the developer will positively construct the said multistoried building as per specification and Approved plan of the multistoried building by the competent authority within Three years with a grace

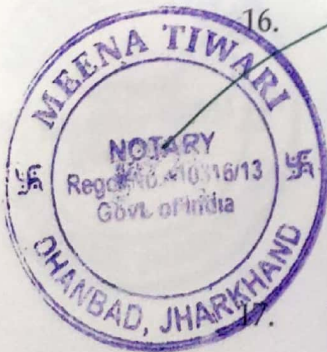
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period of Six months from the date of approval of the plans by the Mineral Area Development Authority/Dhanbad Municipal Corporation (Town Planning Department) for the said construction over the schedule land in this agreement. The developer shall insure that the processes of approval of plan by MADA/Dhanbad Municipal Corporation. The owner shall deliver to the developer all title deeds/documents in connection with the said lands.

14. That, owner hereby given permission to Developer to enter the said property for the purpose of development and construction of the multistoried building.
15. That, owner shall execute the necessary Power of Attorney authorizing the developer to do all such acts and things that are necessary for the development of the said land, construction of the building and to obtain advance booking for the multistoried building of shops to be constructed on the said premises.
16. That, owner shall sign and execute from time to time plans, applications for layouts subdivision, construction of the building and other applications necessary to be submitted to the authorities concerned at the request of and at the cost of Developer.

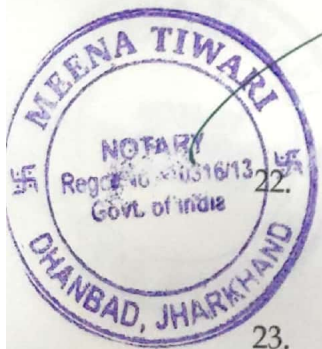


That, owner shall develop the land by dozing and earth filling in own cost and making provision for drainage, boundary wall etc. at the cost paid by the developer to the owner.

Ravaj Kumar Sanyal
Rajat Kumar

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18. That, owner assure the developer that said land is free from all kind on encumbrances like delegation lien, attachment, mortgage etc. and shall hand over undisturbed position so the Developer in case of failure shall return the advance money.
19. That, the owner shall not be liable for any action fines, penalties or costs and expenses for any violation of any statutory provisions in relation to the said development and construction by the Developer.
20. That, owner shall not object to any construction or laying of sewerage, drainage, water pipes, cable or other provisions made in accordance with the law and scheme of construction of the said multistoried building.
21. That, the developer will be at liberty to generate funds by advertisement/selling/booking/mortgaging of shops of the proposed multistoried building for the purpose of speedy construction and timely completion of the said multistoried building as per approved plans and specifications to the extent of 65% share of the developers.
22. That, the true copy of the power of the attorney and the agreement copy will be given to the owner by the developer.
23. That, the owner undertake to execute the Registered Power of Attorney in favour of the Developer to be used for Sale/Mortgage of the Shops of the said multistoried building over the Schedule land of this Agreement as soon as the real construction work of the multistoried building takes place.



Rohit Kumar Singh,

सरिता तिवारी

24. That, the developer in respect of the above mentioned Power of Attorney, further undertakes to indemnify the owner against any loss or liability arising out of the Sale/Mortgage the said shops to the purchasers.
25. That, the developer undertakes to obtain all sorts of Government clearances and Govt. sanction from the concerned competent authority for the purposes of construction of the multistoried building over the Schedule land of this Agreement at its own cost and responsibility.
26. That, the owner will not be held liable and responsible for any payments to be made whatsoever to the laborer, workers and staff employed by the Developer and to any Government over the schedule land of this Agreement and that will be the sole responsibility of the developer.
27. That, the owner will not be held liable and responsible for any untoward incident or accident etc. that may occur during the construction work of the said apartment and the developer will be solely responsible for the said and indemnify the owner in case of any such eventuality.
28. That, the developer shall abide by the specifications and good quality of the proposed construction of the entire building and both the owner and developers shall strictly abide by the terms and conditions as agreed upon this agreement.
29. That, the developer shall be solemnly entitle for booking and sale of shops and to receive the payment in lieu of sale/Booking of this proposed multistoried building built at the cost of the developer to the extent of the share of the developer.



Pravir Kumar Singh
20/01/2018

- 30. That, the developer undertakes to keep the owner fully indemnified against and harmless from any losses, costs, charges, expenses or claim by any of developer construction, workers or agents or for any breach of any statutory or contractual obligations.
- 31. That, all disputes arising out of this Agreement or regarding any matter connected with this agreement shall be settled by negotiations, if no settlement can be arrived as a result of these negotiations, the dispute shall be referred to the arbitration of two arbitrators, one to be appointed by each party. The decision of the arbitrators shall be final and binding upon both the parties.
- 32. That, the Agreement is exclusively subject to the jurisdiction of the competent Civil Court, Dhanbad.

SCHEDULE

All that piece and parcel of raiyati land situated in Mouza - KOLAKUSMA, Mouza No. 12, Khata No. 122 (One Hundred Twenty Two) & 142 (One Hundred Forty Two), Plot No. 1273 (One Thousand Two Hundred Seventy Three) & 1272 (One Thousand Two Hundred Seventy Two), total Area 10 ahas out of which 16.50 decimals. As per plan attached herewith and shown in colour Red, butted and bounded by :-

- North :- Road
- South :- Plot No. 1272(P)
- East :- Om Kumar Saw
- West :- 15 feet wide Road



For/ink kymc-2021

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SPECIFICATIONS :-

- Structure : RCC frame structure with brick work in cement mortar as per Design & specification
- Cement : Std. Make (Laffarge, Konark, Dalmia, ACC)
- Out paint of the building : Anti Fungus, weather coat/as per 3D views design etc.
- Iron TMT : ISI mark Std. make
- Drain water pipe : ISI mark Std. make
- Elevation : A unique blend of original & modern architecture
- Flooring : Vitrified tiles flooring (size - 2'-0"x2'-0")
- Walls : All internal wall cement plastered with plaster of Parts, all External wall of weather coat finish.
- Doors : Doors frames of wood, shutters will be 32mm thick flush shutter, painted with a coat of primer with steel fitting.
- Windows : Fully glazed steel/powder coated Aluminum windows with grills painted with a coat of primer.
- Electrical : (a) Concealed PVC circuit wiring using copper conductors with Standard quality (Electrical accessories fixtures not included)
(b) All electrical switches and accessories of Modular standard make (Anchor, Hevels etc.)
- Bathrooms : (a) Flooring-vitrified tiles flooring (size 1'-0"x1'-0")
(b) Dado - Glazed white tiles up to full height
(c) Fittings - All C.P. fittings will be of standard make & chromium plated. (Jaguar, Essco)



Rajni Kumar Sanyal.

24/12/2013

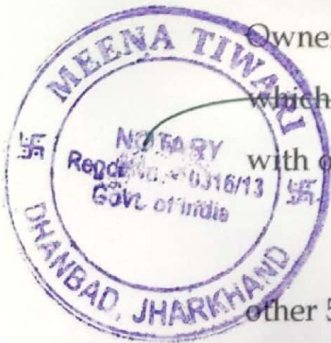
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- (d) Sanitary ware - White glazed vitreous sanitary ware and only cistern will be acrylic fiber glass in white color.

FACILITIES :-

- Stair : One Stair for general use.
Lift : Lift zoom up zoom down to your floor (KONE/JOSHSON).
Water Supply : 24 Hours water supply from deep boring tube wall.
On Extra Cost : Electric connection & separate transformer for the Apartment on extra cost.
Electricity :
Generator : Standby generator goes in action if there is power failure on extra cost.

That, as per Development Agreement Builder/Developer to sign, present and execute any deed or document of sale, agreement, lease, mortgage before any Registrar or Sub Registrar in any Registry Office on behalf of Land Owner/First Party and to admit its execution thereof and to do all other things, which is necessary to complete the registration on our behalf in connection with our property described in the schedule below.



That, the Land Owners does not come under the Category of SC/ST and other 51 Castes mentioned in under section 46 of C.N.T. Act 1908.

That, as per rate fixed by the Jharkhand Government, the Stamp Duty and Registration Fees paid for Rs. 1,16,75,000/- (Rupees One Crore Sixteen Lakhs Seventy Five Thousand only).

Ravish Kumar - 2022.

सरिता गोयल

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IN WITNESS WHEREOF both the parties hare hereunto set and subscribed their hands at Dhanbad on this the day, month and year first above written.

Ravish Kumar 2022.

सरिता गोयल

(Signature of the Land Owners)

Photograph and Finger prints of The Builder/Developer :-



ATTESTED
DHANBAD

Handwritten signature in green ink.

Meena Kumar Goel



Ajayesh Goyal



(Signature of Builder/Developer)



Rajm Kumar Sord.

Handwritten signatures and scribbles, including the name 'Rohit Kumar Goyal'.

IN WITNESS WHEREOF the parties here to have executed this Agreement prepared and delivered one each to the Land Owners & the Developer on the first above written in presence of witnesses.

WITNESSES:-

1. ROHIT KUMAR GOYAL
S/O RAJESH KUMAR GOYAL
MAIN ROAD SARAIIDHELA
DHANBAD, JHARKHAND
2. Neha Goyal.
w/o Rohit Goyal.
Main Road Saraidhela
Dhanbad, Jharkhand.

20/11/2024

ATTESTED
NOTARY DHANBAD
Authorised.
u/s (B) (1) (a) of the Notaries
Act 1952 (Act No. 53 of 1952.)

Certified that the finger prints of the left hand of each person, whose photographs is affixed in the document, have been obtained before me, prepared in my office as per draft supplied by the parties :-