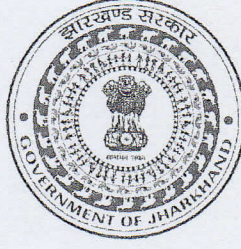


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Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 7f99c9ff371d86a1e404

Receipt Date : 06-Oct-2022 12:48:47 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Token Number : 20220000120249

Office Name : SRO - Saraikela

Document Type : Development Agreement

Payee Name : KALPANA DUBEY (Vendee)

GRN Number : 2213784448



--: For Office Use :-



[Handwritten Signature]

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।

Vicash Purohit
10/10/22

Dev. Agreement Value 11,46,29,660/- Stamp 100/- Adityapur

मुल्यांकन सूची में जोड़ किया

10/10/22

दस्तावेज जोड़ एवं मही पाया

10/10/22



Vikash Tiwari



Vikash Tiwari

उपस्थापित दस्तावेज में लेख्यकारी की जाति... यह जाति C.N.T Act 1908 की धारा 461(B) के अन्तर्गत नहीं है।

दस्तावेज में वर्णित पत्ते परिवर्धित सूची से

10/10/22

जांचकरी

नियम-21 के अधीन ग्राह्य भारतीय स्टाम्प अधिनियम (इम्प्लिडपन स्टाम्प एक्ट-1899) की अनुसूची-1 या 1 (क) से... के अधीन यथावत स्टाम्प सहित या स्टाम्प शुल्क से विमुक्त या स्टाम्प शुल्क अपेक्षित नहीं।

DEVELOPMENT AGREEMENT

This Development Agreement is made on this the 10th day of October, 2022, at Seraikella.

By and Between

Freehold
AO-2865748
E-2000
2867748

M/S Tiwari Sons Constuction Pvt.Ltd(PAN AACCT5039P) having its Office at Plot No.-FCP-8, Behind N.I.T college, " FORTUNE CITY", Village-Asangi, P.O- Adityapur Industrial Area, P.S-N.I.T, District - Seraikella-Kharswan Represented by its **Director** Mr. Vikash Tiwari , S/O- Mr. Kamakhya Tiwari, by Caste-General Non C.N.T, by Occupation- Business, R/O- Q.No.-111, Mangalam City, Tower-1, Tata-Kandra

10/10/22

Road, P.O-Gamharia ,P.S- Adityapur, District- Seraikella-Kharswan, hereinafter called the Land Owner/ First Party (which expression shall unless excluded by and/or repugnant to the context must mean and include its legal heirs, successors, administrators, legal representatives, executors, nominees, and assigns) of the First Party.

UID- XXXX XXXX 5442 PAN- ADPPT5882R

Vikas Tiwari
10/10/20

AND

Sai Kalpana Homes Builders Private Limited (PAN-AAYCS6190A) incorporated under Company Act. CIN U45403JH2017PTC009933 having its reg. Office at Block No.-275/2/1, Road No.-8, Adityapur-2, P.S- R.I.T, District-Seraikella-Kharshwan **Represented** by its Director **Kalpana Dubey** , W/O-Sri. Hare Krishna Dubey by caste- General Non C.N.T,by occupation- Business, R/O-Block No.- 275/2/1,RoadNo.-8, Adityapur-2, P.S-R.I.T ,District-Seraikella-Kharshwan,State-Jharkhand hereinafter called the Second Party/Developer/Builder/Promoter (which expression shall unless excluded by and repugnant to the context must mean and include its legal heirs, successors, executors, administrators, legal representatives, nominees and assigns) of the Second Party.
UID- XXXX XXXX 1830 ; PAN- AMWPD2004M

TITLE INDENTURE :

WHEREAS, the First Party has purchased ;a piece and parcel of raiyati land under Mouza- Asangi,Thana No.- 131,Halka-1,Ward No. 22(N)/15(O) AMC, Khata- No.- 175,Plot No.-1404 , area- **17** Decimals, from its previous owner by virtue of registered Sale Deed No. 3756 dt. 19/12/2019; registered at the District Sub-Registry Office, Seraikella and thereafter got mutated its name in the office of superior landlord through C.O Gamharia vide mutation case no.**2198/2019-2020**;which is mentioned in index II on Vol.14, page-52, and paying rent thereof ,Which holding No. is 0220001033000MO

WHEREAS, the First Party has purchased ;a piece and parcel of raiyati land under Mouza- Asangi,Thana No.- 131,Halka-1,Ward No. 22(N)/15(O) AMC, Khata- No.- 175,Plot No.-1404 , area- **14** Decimals,

Vikash Tiwari
12/10/22

from its previous owner by virtue of registered Sale Deed No. 3689 dt. 16/12/2019; registered at the District Sub-Registry Office, Seraikella and thereafter got mutated its name in the office of superior landlord through C.O Gamharia vide mutation case no. **2200/2019-2020**; which is mentioned in index II on Vol.14, page-56, and paying rent thereof, Which holding No. is 0220001033000MO

WHEREAS, the First Party has purchased ;a piece and parcel of raiyati land under Mouza- Asangi, Thana No.- 131, Halka-1, Ward No. 22(N)/15(O) AMC, Khata- No.- 175, Plot No.-1404 , area- **17** Decimals, from its previous owner by virtue of registered Sale Deed No. 3721 dt. 17/12/2019; registered at the District Sub-Registry Office, Seraikella and thereafter got mutated its name in the office of superior landlord through C.O Gamharia vide mutation case no. **2196/2019-2020**; which is mentioned in index II on Vol.14, page-58, and paying rent thereof, Which holding No. is 0220001033000MO

WHEREAS, the First Party has purchased a piece and parcel of raiyati land under Mouza- Asangi, Thana No.- 131, Halka-1, Ward No. 22(N)/15(O) AMC, Khata- No.- 175, Plot No.-1404 , area- **36** Decimals, from its previous owner by virtue of registered Sale Deed No. 2647 dt. 02/11/2020; registered at the District Sub-Registry Office, Seraikella and thereafter got mutated its name in the office of superior landlord through C.O Gamharia vide mutation case no. **308/2021-2022**; which is mentioned in index II on Vol.16, page-96, and paying rent thereof, Which holding No. is 0220001033000MO

WHEREAS, the First Party has purchased a piece and parcel of raiyati land under Mouza- Asangi, Thana No.- 131, Halka-1, Ward No. 22(N)/15(O) AMC, Khata- No.- 175, Plot No.-1404 , area- **17** Decimals,

Vicash Prasad
15/10/2020

from its previous owner by virtue of registered Sale Deed No. 1242 dt. 06/03/2020; registered at the District Sub-Registry Office, Seraikella and thereafter got mutated its name in the office of superior landlord through C.O Gamharia vide mutation case no. **244/2020-2021**; which is mentioned in index II on Vol.15, page-48, and paying rent thereof, Which holding No. is 0220001033000MO

WHEREAS, the First Party has purchased ;a piece and parcel of raiyati land under Mouza- Asangi, Thana No.- 131, Halka-1, Ward No. 22(N)/15(O) AMC, Khata- No.- 219, Plot No.-1398 , area- **3** Decimals, from its previous owner by virtue of registered Sale Deed No. 3689 dt. 16/12/2019; registered at the District Sub-Registry Office, Seraikella and thereafter got mutated its name in the office of superior landlord through C.O Gamharia vide mutation case no. **2200/2019-2020**; which is mentioned in index II on Vol.14, page-56, and paying rent thereof, Which holding No. is 0220001034000MO

WHEREAS, the First Party has purchased ;a piece and parcel of raiyati land under Mouza- Asangi, Thana No.- 131, Halka-1, Ward No. 22(N)/15(O) AMC, Khata- No.- 219, Plot No.-1398 , area- **17** Decimals, from its previous owner by virtue of registered Sale Deed No. 3662 dt. 12/12/2019; registered at the District Sub-Registry Office, Seraikella and thereafter got mutated its name in the office of superior landlord through C.O Gamharia vide mutation case no. **2203/2019-2020**; which is mentioned in index II on Vol.14, page-54, and paying rent thereof, Which holding No. is 0220001034000MO

WHEREAS, the First Party has purchased ;a piece and parcel of raiyati land under Mouza- Asangi, Thana No.- 131, Halka-1, Ward No. 22(N)/15(O) AMC, Khata- No.- 219, Plot No.-1398 , area- **17** Decimals, from its previous owner by virtue of registered Sale Deed No. 3756 dt. 19/12/2019; registered at the District Sub-Registry Office, Seraikella

Vikash Puri

10/10/22

and thereafter got mutated its name in the office of superior landlord through C.O Gamharia vide mutation case no. **2194/2019-2020**; which is mentioned in index II on Vol.14, page-56, and paying rent thereof, Which holding No. is 0220001033000MO

WHEREAS, the First Party has purchased a piece and parcel of raiyati land under Mouza- Asangi, Thana No.- 131, Halka-1, Ward No. 22(N)/15(O) AMC, Khata- No.- 288, Plot No.-1399, area- **15.84** Decimals from its previous owner by virtue of registered Sale Deed No. 2892 dt. 12/11/2020; registered at the District Sub-Registry Office, Seraikella and thereafter got mutated its name in the office of superior landlord through C.O Gamharia vide mutation case no. **760/2022-2023**; which is mentioned in index II on Vol.19, page-4, and paying rent thereof, Which holding No. is 02200011211000MO

WHEREAS, the First Party has purchased a piece and parcel of raiyati land under Mouza- Asangi, Thana No.- 131, Halka-1, Ward No. 22(N)/15(O) AMC, Khata- No.- 288, Plot No.-1128, area- **24.1** Decimals from its previous owner by virtue of registered Sale Deed No. 2869 dt. 11/11/2020; registered at the District Sub-Registry Office, Seraikella and thereafter got mutated its name in the office of superior landlord through C.O Gamharia vide mutation case no. **761/2022-2023**; which is mentioned in index II on Vol.19, page-3, and paying rent thereof, Which holding No. is 02200011211000MO

AND WHEREAS, after purchasing the above properties the First Party is in peaceful physical possession over the above mentioned lands as owner thereof without any interruption from any person or corner.

AND WHEREAS, the First Party desirous of developing the said lands as mentioned in schedule A below by constructing multistoried building consist of residential, commercial, and parking unit/s etc, but due to insufficient fund and lack of knowledge, the First Party

Vikash Puri
15/10/22
DIRECTOR

approached the Second Party and offered to develop the above land after having discussion on every aspect the Second Party agreed to develop the land as per approved building permit, hence to avoid all or any kind of future disputes, misunderstanding and/or legal complications both the parties have voluntarily agreed to enter into this Development Agreement ;in pursuance of agreement dated 12/08/2019, on the following terms and conditions.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :

1. That, this Development Agreement shall commence with effect from the date of execution of this Development agreement and shall remain in force until completion of the development and construction of the project for which this agreement is executed.
2. That the land owner hereby grant exclusive and irrevocable right to the Developer for the development of the schedule below landed property.
3. That, the Developer/Builder/Second Party must prepare at its cost the building plan through Architect, civil engineer, or planner along with supporting plans, such as structural, electrical, sewerage and shall get such plan or plans approved through A.M.C./or any appropriate authority with full support and co-ordination of the Owner/First Party. The plan so prepared if required during or after sanctioned may be modified, revised or altered according to the Builder choice and/or as which may be required for the feasibility of the project at the Builder/s cost.

Vikas Puri
10/10/22

4. That, the possession of the schedule A below property must be handed over by the Owner/First Party to the Builder/Second Party for the purpose of construction, so, that the Builder/Second Party can start development work for the project as soon as the plan gets approved, the total cost to complete the project including relevant legal expenses will be borne by the Builder/ Second Party ,the builder shall complete the project within the time frame provided by RERA.
5. That, it is mutually decided and agreed to and between the parties as under :
- a) That the Second Party shall pay Rupees Thirteen crore Fifty Five Lac Thirty Nine Thousand Five Hundred Twenty Four(Rs. 13,55.39,524) to the First Party as his share in the project vide cheque as mentioned in Schedule B. It is important to mention here that the second party must make payment as per schedule failing which Bank Interest will be charged for delay but at any cost delay should not exceed 6 month from the day of payment schedule if 6 month exceed from the day of payment then only the first party interfere in project as per relrvant law of the land.
- b) The Builder/Second Party will get the remaining 100% Share (Top to Bottom on each floor) in the total project as per actual plan, which shall be deemed as Second Party/s share/Builder's Allocation.
- c) The Builder/Second Party shall be entitled to sell, convey, or transfer, its 100% share/allocation to various buyer/s by recognized mode of conveyance, sell, mortgage, or

Vikash Jaiswal
16/10/22

therwise, to which the Owner/First Party will not have any kind of objection

6. That, the Builder/Second Party during the construction period of the proposed building is at liberty to receive advance, part payment from the various intending buyer/s at any time as and when required as per its need
7. That, the Builder/Second Party will use standard construction material and standard fittings and fixtures in making the whole construction and all the flat owner/s need to pay maintenance of common electricity, water, and other charges equally as per the decision made by the society or owner's association which will be governed by the society formed with all the flat buyer/s.
8. That, the Owner/First Party Members had executed and register General Power of Attorney in favour of the Builder/Second Party, for the schedule below property for construction of building and also empowered them for disposing off the residential unit/s along with parking space/s duly constructed for the intending buyer/s pertaining to allocation of the Builder/Second Party, and the Owner/First Party also declare that they will fully help and co-operate the Builder/Second Party, whenever required for other works or plan passing from any competent government or any other authority as required from time to time.
9. That, both the parties declare that they will remain fair in their dealings and will not deceive the other party and both of them will co-operate with each other for the smooth operation of the project and the Owner/First Party members also undertake to indemnify the Builder/Second Party from future consequences if any arise by their legal heirs, and will not cancel the General

Vincent Pinar
15/10/22

Power of Attorney and this agreement till completion of the proposed project

10. **THE OWNER/FIRST PARTY HEREBY DECLARE & COVENANTS :**

- i) The Owner/First Party the sole and exclusive owners of the schedule below property, however, if after starting the project their legal heirs or any other person /institution make any interruption in the project then such loss of the Second Party must be compensated by the First Party Members.
- ii) Prior to execution of this development agreement, the Owner/ First Party had not sold, conveyed, transferred, delivered or otherwise alienated the same or part thereof nor shall they entered into any kind of agreement with any third party and the same is free from all encumbrances, charges, liens, & legal proceeding.
- iii) All legal liability and expenses shall be borne by the Builder/ Second Party, the Owner/First Party hereby authorized the Builder/Second Party to sign building plan, other required papers and the documents for the interest of the proposed project, including revised and amendment plan, papers, as may be required or deemed to be required for the proposed project.
- iv) The Owner/First/Party hereby assures the Builder/Second Party to extend all their co-operation towards the development of the said property and if required they will execute any kind of indenture in favour of the Builder/ Second Party in the interest of project.

Vikash Purohit
15/10/22
Director

11. **THE BUILDER/SECOND PARTY HEREBY DECLARES AND COVENANTS :**

- i) The Builder/Second Party shall prepare building plan or plans by an architect and get it approved by Competent Authority for the construction of multistoried building i.e. flats, shops, parking and other units as per plan and shall also arrange for electricity, water, sewerage and other services etc. in the proposed project.
- ii) The Builder/Second Party must use all standard materials, fixture, fittings and installation regarding electric, and water connection along with pipelines
- iii) The Builder/Second Party must supervise the construction at site and appoint skilled or un-skilled labour, workmen and other civil experts as and when necessary.
- iv) The expenses incurred on entire project shall be born by the builder.
- v) The Builder/Second Party shall complete the proposed construction within statutory period as provided by RERA ,provided
 - a) There must be provision for rainwater harvesting in the premises as per approved building plan.
 - b) There must be provisions for fire extinguishers as per approved building plan.
 - c) That the construction must be in accordance with approved building plan.
- v) The Builder/Second Party during the project execution are bound to abide by the laws of the State and any

Vikash Puri
10/10/22

breach to the laws of the state will become the liability of the Builder/Second Party alone.

12. **BOTH PARTIES HEREBY DECLARE AS FOLLOWS :**

- i) The parties shall put and render their sincere efforts for the success of the project, if needed may execute any further agreement (Registered or unregistered) which will be part of this agreement
- ii) The Builder/Second Party shall construct the Building as per approved plan. If the Owners/First Party interrupts the construction work for no reason, and the Builder/Second Party suffers any loss, in that case the Owners/First Party shall be liable for the same and shall also be liable to make good the loss, sustained by the Builder/Second Party, subject to performance of obligations of this agreement by the Builder/Second Party.
- iii) This Development Agreement is binding on both parties individually as well as their Co. concerned including their legal heirs and successors.

ARBITRATION :

All dispute and differences arising out of this agreement between the parties regarding interruption of any terms and conditions herein contained or determination of any liability to touching these presents shall be referred to two arbitration one to be appointed by the Owner/First Party and other to be appointed by the Development/Builder/Second Party and shall be guided by the Indian Arbitration Act. 1996.

Vicash Pawan
10/10/22

JURISDICTION :

The Court of Seraikella alone has jurisdiction in any or all the matters arising out of this development agreement.

SCHEDULE A

All that piece and parcel of home stead land under mouza Asangi, Thana No. 131, Ward No. Old-15 AMC, New-22 AMC, P.S-R.I.T

Khata No.	Plot No.	Area	Boundary
175	1404	101Decimal.	N : Plot No.1396 S : Rasta E : Plot No. 1396 W : Plot No.1398
219	1398	37 Decimal	N-Milan Chadar No. 2 S-plot no.1127 E- Portion of Plot No.1128 W-Plot No. 1129 & 1130
288	1399	15.84 Dec.	N -Plot No. -1373 S-Plot No.- 1400 E- Plot No.-1398 W- Part Of Plot No.1399
288	1128	24.10Decimal	N - Plot No. V. Land S-Plot No.- Plot No.1127 E- V. Land W- Plot No.1129 & 1130
		Total Area- 177.94 Decimal	

Vikash Purohit
14/10/22

IN WITNESS WHEREOF We, the above named executants have hereunto set our hand and signature on this the10th day ofOct., 2022 at Seraikella in the presence of witnesses.

Read over and explained the contents of this Deed to the Executants, who admitted it to be true and correct.

The annual rent of Rs. 10/- only, payable to the State Government through C.O. Jamshedpur.

SCHEDULE - "B"

(Owner's Allocation)

The Builder shall pay Rs. 13,55,39,524(Rupees Thirteen crore Fifty Five Lac Thirty Nine Thousand Five Hundred Twenty Four) to the Owner by following Cheque

Cheque No.	Drawn On Bank	Date	Amount
552164	S.B.I Sonari	12/09/2023	Rs 80,00,000/
552163	DO	14/03/2023	Rs.80,00,000/
552166	DO	11/03/2025	Rs. 8,00,000,00/
552176	DO	11/03/2026	Rs. 3,15,39,524/
552165	DO	12/09/2024	Rs.80,00,000/

TOTAL AMOUNT 13,55,39,524(Rupees Thirteen crore Fifty Five Lac Thirty Nine Thousand Five Hundred Twenty Four)

Vikash Tiwari
10/10/22

SCHEDULE C

(Developer's Allocation)

Entire flats/units constructed over the land mentioned in the schedule of this agreement along with amenities attached therewith as per approved building permit of the project.

SCHEDULE - "D"

1. The structure will be of R.C.C. frame structure.
2. The External wall will be 230mm thick brick and partition wall will be 115mm thick brick work.
3. All floors will be designer floor tiles.
4. Toilet up to 5'6" height glazed tile & flooring will be anti skit floor tiles finish.
5. Kitchen will be green polished marble slab size 7'-0"x2'-0".
6. Kitchen glazed tiles height 2'-0" & flooring will be anti skit floor tiles.
7. All door frames will be wooden frame or steel frame with flush door.
8. All windows are Aluminium with glazed and grating.
9. All other internal walls are finished lime punning/plaster pairs.
10. Necessary 1st class fitting and fixture will be provided for door and windows.
11. Each toilet will be provided with vitreous China clay E.W.C. (European/Indian) C.P. Shower etc. and one sink will be provided in Kitchen and one wash basin will be provided per the requirement.

Vikas P. W. S.
15/10/22

12. All the electrical work will be concealed with high density copper wire PWC conduct.
13. The room of each flat will have the following provision of Electric point:
 - i) Bed Room : light point, on fan point, one plug point an the bedroom A.C. point.
 - ii) Drawing/Dining : two light points, two fan point, one plug point, one T.V. point and one Refrigerator point, washing machine point.
 - iii) Toilet : One light point, 05 Amps, power point, one Exhaust point and one 15 Amps. Power point.
 - iv) Kitchen : one light point, two 05 Amps. power point, one Exhaust point and one 15 Amps. power point.
14. Extra cost will be charged for extra work.
15. One Call bell point on the main door.

IN WITNESS WHEREOF the parties aforementioned have signed this Development Agreement on this day, month, year and place first mentioned above at the outset

WITNESSES :

1. Kamal Kant Sharma,
S/o, Ram Ashrafi
Road no. 8, Aditya par

2. Rahul K. Mishra S/o Dewaikanath
Mishra P. O. Aditya par
P. S. Aditya par

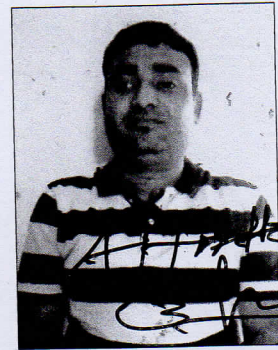
UID. XXXX XXXX 2959

Kamal Kant Sharma





Vikash Piwar



Vikash Piwar
(land owner)



Kalpana Dubey



SAI KALPANA HOMES BUILDERS (P) LTD.

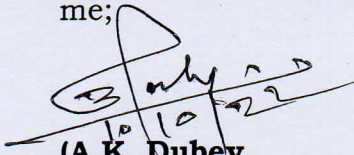
Kalpana Dubey

DIRECTOR

(Developer)

Certificate

Certified that the finger prints of left hand of each person whose photograph is affixed in the document have been obtained before/ by me;



(A.K. Dubey
Advocate
En. No. 1265/2000