

# Government of Jharkhand

# Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number: 553944a37cec6eb5502e

Receipt Date: 14-Dec-2023 11:38:01 am

Receipt Amount: 500/-

Amount In Words: Five Hundred Rupees Only

Token Number: 202300162077

Office Name: SRO - Saraikela

Document Type: Development Agreement

Payee Name: KALARJUN CONSTRUCTION PVT LTD REP

THROUGH ITS DIRECTOR NITU PRABHA (

14/12/23

Vendee)

GRN Number: 2320588748





-: For Office Use :-

ditya Ray

KALARJUN CONSTRUCTION PRIVATE LIMITED
DEV / 2003 / 0005 / 2024

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।

Ashok kumar

Nitu Babha

Development agramment natur- 188,32,400/- Stemp - 500/- Actifyajour

मुल्याकन सचा मीनिका

दलावज जानियार्थिय

दस्तावंज मं बिशत भूक अतिबंधित सची से कार्क्ट

उपस्थापितं दस्तावंज ग लख्यकारी की जाति क्षेत्री शिक्षिक है। यह जारे C.N.T Act 1908 की धारा अक्रा(B) के र नर्गत नहीं है।

KALARJUN CONSTRUCTION PRIVATE LIMITED DEV / 2003 / 0005 / 2024

Attested

DEED WRI ER Licence No.-3/2017 SERAIKELLA





मियम-21 क अधान ग्राह्य भारतीय स्टाम्प अधिनियम

(इण्डियन स्टाम्प एक्ट-1899) की अनुस्यी-। या । (क) स0.22...के

## **DEVELOPMENT AGREEMENT**

विश्वायत सम्भितिष्ठ यDevelopment Agreement is made on this the 14th day of भिनेत December. 2023 at Seraikela between:-

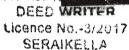
SHOK KUMAR, S/o Arjun Roy, Grand son of Late- Prem Lal Roy, by faith- Hindu, category - General (Non C.N.T) (does not covered માં જુપડ્રાઇ under CNT ACT.1908), by Nationality- Indian, by occupation-Service, Permanent Resident of – B/10, Krishi Nagar, Nagar, Patna Bihar, At Present Residing At- CF/51, NIT Campus, Adityapur, P.S.- Adityapur, District – Seraikella – Kharsawan, Jharkhand, hereinafter called the First Party /Owner (Which expressions unless repugnant to the context shall mean and include his legal heirs, successors, representatives and assigns) of the ONE PART.

(Aadhar No - \*\*\*\* \*\*\*\* 2281, Pan No - AGUPK 3070E.)

Aditya Raj

#### KALARJUN CONSTRUCTION PRIVATE LIMITED DEV / 2003 / 0005 / 2024







Nitu labha 14/12/23

-3-

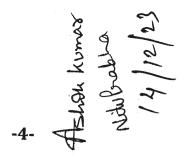
#### **AND**

Pan no – AAECK 1504E) A Private Limited Company, having its registered office at Kalarjun Geeen Enclave, Asangi, Adityapur, District-Seraikela- Kharsawan, represented through its Director NITU PRABHA W/O Ashok Kumar, Daughter of Krishnandan Prasad, by faith – Hindu, category– General (Non C.N.T)(does not covered under CNT ACT.1908), by occupation Business, Permanent Resident of – B/10, Krishi Nagar, Ashiana Nagar, Patna Bihar, At Present Residing At- CF/51, NIT Campus, Adityapur, P.S.-Adityapur, District – Seraikella – Kharsawan, Jharkhand, hereinafter called the BUILDER/ SELLER/ Second Party (Which expressions unless repugnant to the context shall mean and include her legal heirs, successors, representatives and assigns) of the OTHER PART,

(<u>Aadhar No - \*\*\*\* \*\*\*\* 7793 , Pan No - AQRPP 3911A</u>)

Aditya Raj

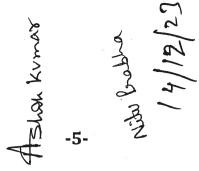
## KALARJUN CONSTRUCTION PRIVATE LIMITED DEV / 2003 / 0005 / 2024



Whereas, the land situated at mouza – Asangi , ANAC ward No-15(0)/ 22 (N) , P.S. – Adityapur , Thana No- 131 , Khata No -33(0) , Plot No- 728(0) , Total Area-9.18 Dec. has been purchased the same from its previous lawful owner/s, by means of a registered Sale Deed having Sale Deed No.- 1420, Dated- 29.05.2018, registered at District Sub Registry Office at Seraikela and mutated the same in his name in the office of C.O Gamharia vide mutation case no – 807/R27 2018-2019 dated – 20.09.2018. which is recorded in Register-II, Vol – 11, Page – 15, in the office of C.O Gamharia and paid rent thereof regularly. (Holding No - 0220001808000MO)

And Whereas, the land situated at mouza – Asangi, ANAC ward No-15(0)/22 (N), P.S. – Adityapur, Thana No-131, Khata No-33(0), Plot No-728(0), Total Area-6.89 Dec. has been purchased the same from its previous lawful owner/s, by means of a registered Sale Deed having Sale Deed No.-1117, Dated-28.04.2018, registered at District Sub Registry Office at Seraikela and mutated the same in his name in the office of C.O Gamharia vide mutation case no – 748/R27 2018-2019 dated – 30.08.2018. which is recorded in Register-II, Vol – 11, Page –5, in the office of C.O Gamharia and paid rent thereof regularly.(Holding No - 0220001741000MO.)

And Whereas, the land situated at mouza – Asangi , ANAC ward No-15(0)/22 (N) , P.S. – Adityapur , Thana No-131 , Khata No-33(0) , Plot No-728(0) , Total Area-6.89 Dec. has been purchased the same from its previous lawful owner/s, by means of a registered Sale Deed having Sale Deed No.- 192, Dated- 25.01.2018, registered at District Sub Registry Office at Seraikela and mutated the same in his name in the office of C.O Gamharia vide mutation case no – 532/R27

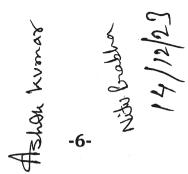


2018-2019 dated – 27.07.2018. which is recorded in Register-II, Vol – 10, Page – 80, in the office of C.O Gamharia and paid rent thereof regularly. (Holding No - 0220001745000MO.) out of Which the Executant has 3.45 Dec by way of development agreement of the Said Claimant.

**AND WHEREAS**, the First Party has been planning to develop his aforesaid property more fully described in the schedule 'A' below by constructing multi-storeyed building thereon comprising of residential units, parking spaces, etc. upon Schedule 'A' below property;

AND WHEREAS, being unable due to lack of experience and technical skill for construction of multi-storeyed building and for other circumstances the First Party / Owner subsequently decided not to develop the aforesaid property more fully described in the Schedule 'A' below of his own and to get a multi-storeyed building constructed over it by engaging a skilful Builder;

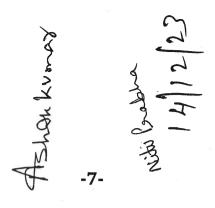
AND WHEREAS the Second Party /Builder after coming to know about the aforesaid desire of the First Party / Owner has approached the First Party /Owner to develop the said land by constructing a multi-storeyed building over his aforesaid property more fully described in the schedule "A" below; AND WHEREAS the First Party / Owner has agreed to get developed his aforesaid property more fully described in the schedule below "A" below and the Second Party/Builder has agreed to develop the schedule below property by constructing a multi-storeyed building thereon on certain terms and conditions:



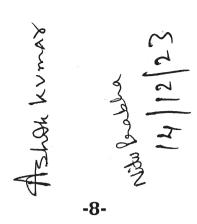
AND WHEREAS in order to avoid any litigation or future complications regarding agreed terms and conditions of development and construction of multi-storeyed building by the Second Party/Builder over the property of the First Party /Owner more fully described in the schedule "A" below, both the parties amicably decided to frame into writing, the terms and conditions to be agreed by both Parties, by executing this Development agreement.

#### **NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:**

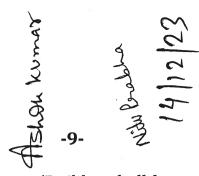
- 1. That the First Party /Owner has handed over the landed property more fully described in the schedule "A" below to the Second Party/Builder, who has agreed to develop the same by constructing a multi-storeyed building over the said property of the First Party /Owner, more fully described in the schedule "A" below.
- 2. That the Second Party/Builder shall provide the First Party / Owner Three number of Three BHK Flats and Four number of Two BHK Flats with seven numbers of parking area in ground floor over the sanctioned plan more fully described in the schedule "B" below along with Seven Numbers of Car Parking in the Ground Floor.
- 3. That if required, at the request of the First Party / Owner, the Second Party/Builder will execute and registered necessary deeds and documents with respect to the schedule "B" below property in favour of the First Party / Owner and fifty percent of cost of which shall be borne by the Second Party/Builder and rest fifty percent cost by the First Party / Owner.



- 4. That soon after execution of this Development Agreement, the First Party /Owner will execute a General Power of Attorney, appointing the Second Party / Builder as their true and lawful attorney to do various acts, deeds and things with respect to her aforesaid property more fully described in the schedule "A" below, including power of sell/transfer the various Flats/Units and other spaces to be constructed by the Second Party/ Builder over the property more fully described in the schedule "A" below in favour of prospective Purchaser/ Purchasers.
- 5. That the First Party / Owner shall execute any or all such documents as may be required by the Second Party/Builder for getting any required permission from the concerned authority / authorities for obtaining building permit, sanctioned building plan etc. and to run the construction work smoothly over the aforesaid property more fully described in the schedule "A"
- 6. That the First Party/Owner shall sign in all paper such as petition, application, objection, affidavit, indemnity bond and certificates as and when shall be needed or requested by Second Party/Builder for smooth running of construction of multi-storeyed building over the Schedule below land more fully described in the schedule "A" below.
- 7. That the First Party /Owner hereby assured the Second Party/ Builder that the schedule below property is free from encumbrances, charges or liens of any kind whatsoever.



- 8. That the First Party /Owner assured the Second Party/ Builder that the schedule below property absolutely belongs to her and she has every right to dispose-off/ sell the same and to enter into this agreement with the Second Party / Builder and no other person or persons has/have got in any manner of right, title, interest or possession over the schedule "A" property.
- 9. That the First Party / Owner further assures that she will extend her full co-operation to the Second Party/ Builder and shall put his signature in all such papers, application etc. whenever and wherever necessary for smooth running of the construction or in case of any litigation that may arise out of the schedule below land.
- 10. That the Second Party/Builder, shall complete the entire construction work at it /his own cost within sixty (60) months from the date of development agreement subject to unavoidable circumstances and will be provide report of progress of construction to the First Party / Owner on request.
- 11. That the Second Party/Builder henceforth shall be entitled to advertise the project and shall be entitled to book the units with intending Purchaser/Purchasers to which the First Party / Owner shall have no right to object.
- **12.** That the Second Party/Builder shall have every right to dispose off/transfer any or all flat/units/ spaces to be constructed over the schedule below property.



- 13. That the Second Party/Builder shall be entitled to issue "No Objection certificate" in favour of intending Purchaser / Purchasers for obtaining loan by the said Purchaser / Purchasers from Bank or any financial institution and shall be entitled to negotiate with any bank for obtaining loan by creating equitable mortgage with respect to the schedule below property and/or Flats/ Units and or structure to be constructed over the same.
- 14. That the cost of construction and other consequential expenses thereof, all statutory taxes and charges shall be solely and exclusively be borne by the Second Party/Builder, for which the Second Party/Builder shall be held responsible and under no circumstances, the First Party /Owner shall be held responsible for the same.
- 15. That the Second Party/Builder shall be solely responsible for any accident, if any, occurred during the course of construction and shall be liable for the same and shall settle the same at her own cost and expenses and for which the Second Party/Builder shall be responsible.
- 16. That in case there be any defect in the title of the First Party / Owner or there be any liability or any encumbrances, then in such event the First Party/ Owner shall be liable to compensate the Second Party / Developer sufficiently for the loss sustained by the Second Party/ Developer.
- 17. That the Second Party/ Developer shall be entitled to receive and retain Photo copies of all necessary original documents of First Party /Owner's title to the Schedule "A" below property and the First Party /Owner undertakes to produce original of

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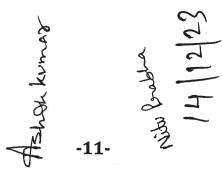
KALARJUN CONSTRUCTION PRIVATE LIMITED

DEV / 2003 / 0005 / 2024

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such title documents within a reasonable period/time for inspection by the concerned authority as and when may be asked by the Second Party/Developer.

- 18. That the Second Party/Developer, hereby assures to the First Party/Owner, that it will carryon and complete all the constructions work of the Owners Allocation Flats/Units etc. along with the Builders Allocation Flats/Unit etc. simultaneously and in no circumstance will leave the Owners Allocation Flats/Units etc. incomplete or will not delay in handing over of possession of the Owners Allocation Flats/Units etc.
- **19.** That the cost of registration with respect to the Flats, Units, Parking spaces etc. shall be borne by the prospective buyers.
- **20.** That the First Party/Owner shall pay all the ground rent and other charges payable to the concerned authorities, along with the electricity, water and other maintenance charges, if any payable, to the concerned authorities, till date.
- 21. That after getting possession of the Owners Allocation of Flats, Units, etc. with all facility, amenity and services as contained hereinbefore, the First Party / Owner Or Transferees of First Party/ Owner shall be liable to pay proportionate charges of ground rent, municipal, maintenance and other charges legally payable, to the Society/Association or till formation of such Society/Association to the Second Party / Builder as the case may be and so also the Second Party/Developer/ Transferees of Second Party/Developer shall be also be liable to pay proportionate charges of ground rent, municipal, maintenance and other charges legally



payable to the to the Society / Association or till formation of such society/ Association to the Second Party/ Builder as the case may be.

- 22. That in case of any dispute or differences between the parties arising out or relating to this Development Agreement, the same shall be settled by reference of the dispute or difference to the Arbitrators appointed by the Second Party/Developer and such arbitrations shall be conducted under the provisions of the Arbitration and Reconciliation Act, and the place of Arbitration shall be at Seraikella/ Jamshedpur.
- 23. That with mutual discussion, both parties may change terms and conditions of this development agreement before execution of Power of Attorney given by First Party to Second Party.
- **24.** That all the aforesaid terms and conditions shall be strictly binding upon both the parties.

#### **SCHEDULE "A" ABOVE REFERRED TO**

All that piece and parcel of land measuring 8500 Sq. (ft.(19.52 decimal) having Khata No. - 33 (0), Plot No. - 728(0) in Mouza - Asangi, Thana No. - 131, Ward No. - 15(0)/22(N), A.N.A.C., Adityapur, Dist.-Seraikela-Kharsanwa, Jharkhand.

### **Bounded By**

North - Plot No 728(P) (Sumita Hazra)

South - Plot No 728(P) (Vandana Rani)

East - Road

West - 25ft Wide Road

Aditya Raj KALARJUN CONSTRUCTION PRIVATE LIMITED DEV / 2003 / 0005 / 2024 -12-

### SCHEDULE "B" (First Party / Owners Allocation)

Three numbers of Three BHK Flats and Four numbers of Two BHK Flats with Seven numbers of Parking area in Ground Floor.

IN WITNESS WHEREOFF the parties has put her signature today on this the 14<sup>th</sup>day of December. 2023 at Seraikela. SUMIT KUMARHA

Witness:

DEED WE

Licence No. SERAINELL Mn'Ljey brethm.

Licence No.- 3/2017

CERAIKELLA

SUMIT KUMAR MÜKHERJEL

DEED WRITER

Licence No.- 3/2017 SERAIKELLA

SECOND PARTY/BUILDER



# Government of Jharkhand

# Receipt of Online Payment of Stamp Duty

### NON JUDICIAL

Receipt Number: 5e5e7cac2995dd7ef412

Receipt Date: 15-Dec-2023 10:48:26 am

Receipt Amount: 500/-

Amount In Words: Five Hundred Rupees Only

Token Number: 202300161264

Office Name: SRO - Saraikela

Document Type: Development Agreement

Payee Name: KALARJUN CONSTRUCTION PVT LTD REP

THROUGH ITS DIRECTOR ADITYA RAJ (

Vendee )

GRN Number: 2320604859

KALARJUN CONSTRUCTION PRIVATE LIMITED
DEV / 2003 / 0005 / 2024





-: For Office Use :-

15/12/23

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।

Kalpana Bhagat

मुल्यांकन सुची से भीकि कि

दस्तावंज म वागत मूर्म अविश्वित सूची से का शिक्ष

दस्तावंज जीच स्थित्र प्रमान

उपस्थापित दस्तावेज म लख्यकारी की जाति भी किन्सिकित है। यह जारि C.N.T Act 1908 की धारा 461(B) वे प्रनार्गत नहीं है। १८३ मिटी

KALARJUN CONSTRUCTION PRIVATE LIMITED DEV / 2003 / 0005 / 2024

SUMIT K

Licence No.-3/2017

Kalpana Bhagat
15/12/23







नियम-21 क अधीन ग्राह्य भारतीय स्टाम्प अधिनियम (इण्डियन स्टाम्य एक्ट-1899) ,की अनुसूची-1 या 1 (क) स0 💯

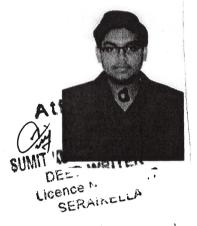
**DEVELOPMENT AGREEMENT** 

से विमुक्त या अपसित पहेंगे his Development Agreement is made on this the 15 H day of Dedember. 2023 at Seraikela between:-

KALPANA BHAGAT @ KALPANA KALWAR , W/o Shri Ravi Prakash , Daughter of Keshow Prasad Kalwar , by faith- Hindu, category - General (Non C.N.T) (does not covered under CNT ACT.1908), by Nationality- Indian, by occupation- Housewife, resident of – H.No.-4, Rajendra Nagar, Sakchi, Near Shitla Mandir, P.S.- Sakchi , Jamshedpur , District- East Singhbhum , Jharkhand , hereinafter called the First Party /Owner (Which expressions unless repugnant to the context shall mean and include her legal heirs, successors, representatives and assigns) of the ONE PART.

Aadhar No - \*\*\*\* \*\*\*\* 2970, Pan No - AEHPK 5771P

Jayvana Magat Lathara Magat 15/12/23













Aditya Pag

15/12/23

M/s. KALARJUN CONSTRUCTION PRIVATE LIMITED, (Company Pan no - AAECK 1504E) A Private Limited Company, having its registered office at Kalariun Geeen Enclave Asangi Adityanur

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AND

registered office at Kalarjun Geeen Enclave, Asangi, Adityapur, District-Seraikela- Kharsawan, represented through its Director ADITYA RAJ S/O Ashok Kumar, Grand son of - Arjun Roy, by faith - Hindu, category- General (Non C.N.T)(does not covered under CNT ACT.1908), by occupation - Business, Permanent Resident of - B/10, Krishi Nagar, Ashiana Nagar, Patna, Bihar. At Present Residing At- CF/51, NIT Campus, Adityapur, P.S.- Adityapur, District - Seraikella - Kharsawan Jharkhand, hereinafter called the BUILDER/ SELLER/ Second Party (Which expressions unless repugnant to the context shall mean and include his legal heirs, successors, representatives and assigns) of the OTHER PART,

Aadhar No - \*\*\*\* \*\*\*\* 7476, Pan No - ESDPR 8999Q.

Kalpana Bhagat Adulyaring 15/2/23

-4.

WHEREAS, the First Party is the lawful and bonafide owner, in peaceful physical possession of a piece and parcel of land measuring 3000 Sq. ft.(6.89 decimal) having Khata No. - 33 (0), Plot No.-728(0) in Mouza - Asangi, Thana No.-131, Ward No.-15(0)/22(N), A.N.A.C., Adityapur, Dist.-Seraikela-Kharsawan, Jharkhand having been purchased the same from its previous lawful owner/s, by means of a registered Sale Deed having Sale Deed No.-2317, Dated-20.11.2017, registered at District Sub Registry Office at Seraikela and mutated the same in her name in the office of C.O Gamharia vide mutation case no -193/R27 2018-2019 dated -11/06/2018. which is recorded in Register-II, Vol - 10, Page - 58, in the office of C.O Gamharia and paid rent thereof regularly.

AND WHEREAS, the First Party has been planning to develop her aforesaid property more fully described in the schedule 'A' below by constructing multi-storeyed building thereon comprising of residential units, parking spaces, etc. upon Schedule 'A' below property;

AND WHEREAS, being unable due to lack of experience and technical skill for construction of multi-storeyed building and for other circumstances the First Party / Owner subsequently decided not to develop the aforesaid property more fully described in the Schedule 'A' below of her own and to get a multi-storeyed building constructed over it by engaging a skilful Builder;



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AND WHEREAS the Second Party /Builder after coming to know about the aforesaid desire of the First Party / Owner has approached the First Party /Owner to develop the said land by constructing a multi-storeyed building over her aforesaid property more fully described in the schedule "A" below; AND WHEREAS the First Party / Owner has agreed to get developed her aforesaid property more fully described in the schedule below "A" below and the Second Party/Builder has agreed to develop the schedule below property by constructing a multi-storeyed building thereon on certain terms and conditions:

AND WHEREAS in order to avoid any litigation or future complications regarding agreed terms and conditions of development and construction of multi-storeyed building by the Second Party/Builder over the property of the First Party /Owner more fully described in the schedule "A" below, both the parties amicably decided to frame into writing, the terms and conditions to be agreed by both Parties, by executing this Development agreement.

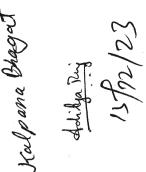
#### **NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:**

1. That the First Party /Owner has handed over the landed property more fully described in the schedule "A" below to the Second Party/Builder, who has agreed to develop the same by constructing a multi-storeyed building over the said property of the First Party /Owner, more fully described in the schedule "A" below.

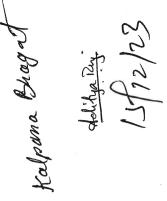


- -6
- 2. That the Second Party/Builder shall provide the First Party / Owner Two number of Three BHK Flats over the sanctioned plan more fully described in the schedule "B" below along with Two Car Parking in the Ground Floor.
- 3. That if required, at the request of the First Party / Owner, the Second Party/Builder will execute and registered necessary deeds and documents with respect to the schedule "B" below property in favour of the First Party / Owner and fifty percent of cost of which shall be borne by the Second Party/Builder and rest fifty percent cost by the First Party / Owner.
- 4. That soon after execution of this Development Agreement, the First Party /Owner will execute a General Power of Attorney, appointing the Second Party / Builder as their true and lawful attorney to do various acts, deeds and things with respect to her aforesaid property more fully described in the schedule "A" below, including power of sell/transfer the various Flats/Units and other spaces to be constructed by the Second Party/ Builder over the property more fully described in the schedule "A" below in favour of prospective Purchaser/ Purchasers.
- 5. That the First Party / Owner shall execute any or all such documents as may be required by the Second Party/Builder for getting any required permission from the concerned authority / authorities for obtaining building permit, sanctioned building plan etc. and to run the construction work smoothly over the aforesaid property more fully described in the schedule "A"





- -7-
- 6. That the First Party/Owner shall sign in all paper such as petition, application, objection, affidavit, indemnity bond and certificates as and when shall be needed or requested by Second Party/Builder for smooth running of construction of multi-storeyed building over the Schedule below land more fully described in the schedule "A" below.
- 7. That the First Party /Owner hereby assured the Second Party/ Builder that the schedule below property is free from encumbrances, charges or liens of any kind whatsoever.
- 8. That the First Party /Owner assured the Second Party/ Builder that the schedule below property absolutely belongs to her and she has every right to dispose-off/ sell the same and to enter into this agreement with the Second Party / Builder and no other person or persons has/have got in any manner of right, title, interest or possession over the schedule "A" property.
- **9.** That the First Party / Owner further assures that she will extend her full co-operation to the Second Party/ Builder and shall put her signature in all such papers, application etc. whenever and wherever necessary for smooth running of the construction or in case of any litigation that may arise out of the schedule below land.
- 10. That the Second Party/Builder, shall complete the entire construction work at it /her own cost within sixty (60) months from the date of development agreement subject to unavoidable circumstances and will be provide report of progress of construction to the First Party / Owner on request.



-8-

- 11. That the Second Party/Builder henceforth shall be entitled to advertise the project and shall be entitled to book the units with intending Purchaser/Purchasers to which the First Party / Owner shall have no right to object.
- **12.** That the Second Party/Builder shall have every right to dispose off/transfer any or all flat/units/ spaces to be constructed over the schedule below property.
- 13. That the Second Party/Builder shall be entitled to issue "No Objection certificate" in favour of intending Purchaser / Purchasers for obtaining loan by the said Purchaser / Purchasers from Bank or any financial institution and shall be entitled to negotiate with any bank for obtaining loan by creating equitable mortgage with respect to the schedule below property and/or Flats/ Units and or structure to be constructed over the same.
- 14. That the cost of construction and other consequential expenses thereof, all statutory taxes and charges shall be solely and exclusively be borne by the Second Party/Builder, for which the Second Party/Builder shall be held responsible and under no circumstances, the First Party /Owner shall be held responsible for the same.
- **15.** That the Second Party/Builder shall be solely responsible for any accident, if any, occurred during the course of construction and shall be liable for the same and shall settle the same at her own cost and expenses and for which the Second Party/Builder shall be responsible.



15/2/23

- -9-
- 16. That in case there be any defect in the title of the First Party / Owner or there be any liability or any encumbrances, then in such event the First Party/ Owner shall be liable to compensate the Second Party / Developer sufficiently for the loss sustained by the Second Party/ Developer.
- 17. That the Second Party/ Developer shall be entitled to receive and retain Photo copies of all necessary original documents of First Party /Owner's title to the Schedule "A" below property and the First Party /Owner undertakes to produce original of such title documents within a reasonable period/time for inspection by the concerned authority as and when may be asked by the Second Party/Developer.
- 18. That the Second Party/Developer, hereby assures to the First Party/Owner, that it will carryon and complete all the constructions work of the Owners Allocation Flats/Units etc. along with the Builders Allocation Flats/Unit etc. simultaneously and in no circumstance will leave the Owners Allocation Flats/Units etc. incomplete or will not delay in handing over of possession of the Owners Allocation Flats/Units etc.
- **19.** That the cost of registration with respect to the Flats, Units, Parking spaces etc. shall be borne by the prospective buyers.
- **20.** That the First Party/Owner shall pay all the ground rent and other charges payable to the concerned authorities, along with the electricity, water and other maintenance charges, if any payable, to the concerned authorities, till date.



- 21. That after getting possession of the Owners Allocation of Flats, Units, etc. with all facility, amenity and services as contained hereinbefore, the First Party / Owner Or Transferees of First Party/ Owner shall be liable to pay proportionate charges of ground rent, municipal, maintenance and other charges legally payable, to the Society/Association or till formation of such Society/Association to the Second Party / Builder as the case may be and so also the Second Party/Developer/ Transferees of Second Party/Developer shall be also be liable to pay proportionate charges of ground rent, municipal, maintenance and other charges legally payable to the to the Society / Association or till formation of such society/ Association to the Second Party/ Builder as the case may be.
- 22. That in case of any dispute or differences between the parties arising out or relating to this Development Agreement, the same shall be settled by reference of the dispute or difference to the Arbitrators appointed by the Second Party/Developer and such arbitrations shall be conducted under the provisions of the Arbitration and Reconciliation Act, and the place of Arbitration shall be at Seraikela/ Jamshedpur.
- 23. That with mutual discussion, both parties may change terms and conditions of this development agreement before execution of Power of Attorney given by First Party to Second Party.
- **24.** That all the aforesaid terms and conditions shall be strictly binding upon both the parties.

Lapuna Bhagat Large Eng 15/2/3



Salpana Bhagad Aditya iliy 15/12/23

<u>-11-</u>

#### **SCHEDULE "A" ABOVE REFERRED TO**

All that piece and parcel of land measuring 3000 Sq. ft.(6.89 decimal) having Khata No. - 33 (0), Plot No.- 728(0) in Mouza - Asangi, Thana No.- 131, Ward No.- 15(0)/22(N), A.N.A.C., Adityapur, Dist.-Seraikela-Kharsanwa, Jharkhand.

Holding no - 0220002020000MO.

### **Bounded By**

North - 25ft Wide Road

South - Plot No 728(P) (Sumita Hazra)

East - Road

West - 25ft Wide Road

**SCHEDULE "B"** (First Party / Owners Allocation)

Two number of Three BHK Flats over the sanctioned plan with Two Car Parking in the Ground Floor.

-12-

Jedpana Bragast Salpana Bragast 15/12/23

IN WITNESS WHEREOFF the parties has put her signature today on this the /J day of December. 2023 at Seraikela.

Witness:

1. Mritunjay Pradkau

To Manot Pradkau

Of Assaugi Asityahur

Mhitzey Pradkon.

15/12/23

2. Ratical reacto
Stornia manato
Vill- Thapunogune
P.S. - Servinelle
Anto HENT

[5/12/23

At ested

AR MUNHERJEF

WRITER

No.-3/2017

ARKELLA

Mon'hy grathm. 15/12/23

Jealpann Bhagat

15/12/23

FIRST PARTY/OWNER

SUMIT KUMAR MUKHERIEL DEED WRITER Licence No.- 3/2017 SERAIKELLA

Adritya Pari 15/12/23 SECOND PARTY/BUILDER



# Government of Jharkhand

# Receipt of Online Payment of Stamp Duty

#### NON JUDICIAL

Receipt Number: 82a07ddefa3cec089555

Receipt Date: 11-Dec-2023 11:39:10 am

Receipt Amount: 500/-

Amount In Words: Five Hundred Rupees Only

Token Number: 202300158825

Office Name: SRO - Saraikela

Document Type: Development Agreement

Payee Name: KALARJUN CONSTRUCTION PRIVATE

LIMITED REPRESENTED THROUGH ITS DIRECTOR NITU PRABHA ( Vendee )

GRN Number: 2320534068

Ashitya Ray

KALARJUN CONSTRUCTION PRIVATE LIMITED
DEV / 2003 / 0005 / 2024





-: For Office Use :-

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।

Nutan Kumari

Nitu Prabha

sevelopment agreement value -82,82,600/- 3tamp-500/ Achtycejoth

मुल्यांकन सूचा म अक्रिकिंग

दस्तावंज जांची भी पाम

हपस्थापित दस्तावज्ञ म लख्यकारा की जाति...(१)११)१९४ अंकित है। यह जािर C.N.T Act 1908 की बारा 481(B) के अन्तर्गत नहीं है। पत्तावेज मं वणित भूर । विवंधित सूची से OYE

जानकारिक ।

Aditya Ray

KALARJUN CONSTRUCTION PRIVATE LIMITED
DEV / 2003 / 0005 / 2024

SUMIT KOMA I MUKHEBUE DEED WRITER Licence 6-3/2017 SER: NELLA Nidon Kumari Nidu Babba

Mutan Kumari 11/12/23



मियम-21 क अधान ग्राह्य भारतीय स्टाम्प अधिनियम (इण्डियन स्टाम्प एवट-1899) की अनुसूची-1 या 1 (क) सार्क्य या अधीन एथामूल स्ट्राम्प सहिय या

-2-

## **DEVELOPMENT AGREEMENT**

December. 2023 at Seraikela between:-

SMT. NUTAN KUMARI, W/o Shri Shailesh Kumar, Daughter of Bindeshwari Roy, by faith- Hindu, category – General (Non C.N.T)

2- 2000-10 (does not covered under CNT ACT.1908), by Nationality- Indian, by occupation- Service, resident of - 234, Roy Rambriksh Path, Neharu Nagar, Boring Road, Patliputra, District- Patna, Bihar, hereinafter called the First Party /Owner (Which expressions unless repugnant to the context shall mean and include her legal heirs, successors, representatives and assigns) of the ONE PART.

<u>Aadhar No - \*\*\*\* \*\*\*\* 2342, Pan no - AVAPK 1636M.</u>

DEV / 2003 / 0005 / 2024

Juden Kurnait





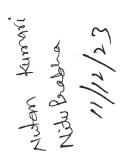
Nitu Prabha
11/12/23

-3-

#### **AND**

M/s. KALARJUN CONSTRUCTION PRIVATE LIMITED, (Company Pan no - AAECK 1504E) A Private Limited Company, having its registered office at Kalarjun Geeen Enclave, Asangi, Adityapur, District-Seraikela- Kharsawan, represented through its Director NITU PRABHA W/O Ashok Kumar, by faith - Hindu, category-General (Non C.N.T)(does not covered under CNT ACT.1908), by occupation – Business, Permanent Resident of – B/10, Krishi Nagar, Ashiana Nagar, Patna, Bihar. At Present Residing At- CF/51, NIT Campus, Adityapur, P.S.- Adityapur, District - Seraikella -Kharsawan Jharkhand, hereinafter called the BUILDER/ SELLER/ Second Party (Which expressions unless repugnant to the context shall mean and include her legal heirs, successors, representatives and assigns) of the OTHER PART,

<u> Aadhar No - \*\*\*\* \*\*\*\* 7793 , Pan No - AQRPP 3911A</u>

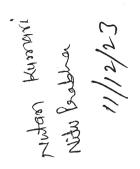


-4-

WHEREAS, the First Party is the lawful and bonafide owner, in peaceful physical possession of a piece and parcel of land measuring 2000 Sq. ft.(4.59 decimal) having Khata No. - 33 (0), Plot No.-728(0) in Mouza - Asangi, Thana No.- 131, Ward No.- 14(0)/22(N), A.N.A.C., Adityapur, Dist.-Seraikela-Kharsanwa, Jharkhand having been purchased the same from its previous lawful owner/s, by means of a registered Sale Deed having Sale Deed No.- 3208, Dated-29.10.2018, registered at District Sub Registry Office at Seraikela and mutated the same in her name in the office of C.O Gamharia vide mutation case no - 1369/R27 2018-2019 dated - 28/12/2018. which is recorded in Register-II, Vol - 11, Page - 50, in the office of C.O Gamharia and paid rent thereof regularly.

AND WHEREAS, the First Party has been planning to develop her aforesaid property more fully described in the schedule 'A' below by constructing multi-storeyed building thereon comprising of residential units, parking spaces, etc. upon Schedule 'A' below property;

AND WHEREAS, being unable due to lack of experience and technical skill for construction of multi-storeyed building and for other circumstances the First Party / Owner subsequently decided not to develop the aforesaid property more fully described in the Schedule 'A' below of her own and to get a multi-storeyed building constructed over it by engaging a skilful Builder;



-5-

AND WHEREAS the Second Party /Builder after coming to know about the aforesaid desire of the First Party / Owner has approached the First Party /Owner to develop the said land by constructing a multi-storeyed building over her aforesaid property more fully described in the schedule "A" below; AND WHEREAS the First Party / Owner has agreed to get developed her aforesaid property more fully described in the schedule below "A" below and the Second Party/Builder has agreed to develop the schedule below property by constructing a multi-storeyed building thereon on certain terms and conditions:

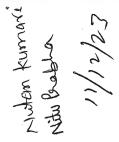
AND WHEREAS in order to avoid any litigation or future complications regarding agreed terms and conditions of development and construction of multi-storeyed building by the Second Party/Builder over the property of the First Party /Owner more fully described in the schedule "A" below, both the parties amicably decided to frame into writing, the terms and conditions to be agreed by both Parties, by executing this Development agreement.

# **NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:**

1. That the First Party /Owner has handed over the landed property more fully described in the schedule "A" below to the Second Party/Builder, who has agreed to develop the same by constructing a multi-storeyed building over the said property of the First Party /Owner, more fully described in the schedule "A" below.



- -6-
- 2. That the Second Party/Builder shall provide the First Party / Owner Two number of Two BHK Flats over the sanctioned plan more fully described in the schedule "B" below along with Two Car Parking in the Ground Floor.
- 3. That if required, at the request of the First Party / Owner, the Second Party/Builder will execute and registered necessary deeds and documents with respect to the schedule "B" below property in favour of the First Party / Owner and fifty percent of cost of which shall be borne by the Second Party/Builder and rest fifty percent cost by the First Party / Owner.
- 4. That soon after execution of this Development Agreement, the First Party /Owner will execute a General Power of Attorney, appointing the Second Party / Builder as their true and lawful attorney to do various acts, deeds and things with respect to her aforesaid property more fully described in the schedule "A" below, including power of sell/transfer the various Flats/Units and other spaces to be constructed by the Second Party/ Builder over the property more fully described in the schedule "A" below in favour of prospective Purchaser/ Purchasers.
- 5. That the First Party / Owner shall execute any or all such documents as may be required by the Second Party/Builder for getting any required permission from the concerned authority / authorities for obtaining building permit, sanctioned building plan etc. and to run the construction work smoothly over the aforesaid property more fully described in the schedule "A"



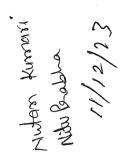
6. That the First Party/Owner shall sign in all paper such as petition, application, objection, affidavit, indemnity bond and certificates as and when shall be needed or requested by Second Party/Builder for smooth running of construction of multi-storeyed building over the Schedule below land more

-7-

7. That the First Party /Owner hereby assured the Second Party/ Builder that the schedule below property is free from encumbrances, charges or liens of any kind whatsoever.

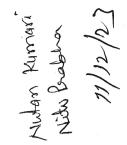
fully described in the schedule "A" below.

- 8. That the First Party /Owner assured the Second Party/ Builder that the schedule below property absolutely belongs to her and she has every right to dispose-off/ sell the same and to enter into this agreement with the Second Party / Builder and no other person or persons has/have got in any manner of right, title, interest or possession over the schedule "A" property.
- 9. That the First Party / Owner further assures that she will extend her full co-operation to the Second Party/ Builder and shall put her signature in all such papers, application etc. whenever and wherever necessary for smooth running of the construction or in case of any litigation that may arise out of the schedule below land.
- 10. That the Second Party/Builder, shall complete the entire construction work at it /her own cost within sixty (60) months from the date of development agreement subject to unavoidable circumstances and will be provide report of progress of construction to the First Party / Owner on request.



- -8-
- 11. That the Second Party/Builder henceforth shall be entitled to advertise the project and shall be entitled to book the units with intending Purchaser/Purchasers to which the First Party / Owner shall have no right to object.
- **12.** That the Second Party/Builder shall have every right to dispose off/transfer any or all flat/units/ spaces to be constructed over the schedule below property.
- 13. That the Second Party/Builder shall be entitled to issue "No Objection certificate" in favour of intending Purchaser / Purchasers for obtaining loan by the said Purchaser / Purchasers from Bank or any financial institution and shall be entitled to negotiate with any bank for obtaining loan by creating equitable mortgage with respect to the schedule below property and/or Flats/ Units and or structure to be constructed over the same.
- 14. That the cost of construction and other consequential expenses thereof, all statutory taxes and charges shall be solely and exclusively be borne by the Second Party/Builder, for which the Second Party/ Builder shall be held responsible and under no circumstances, the First Party /Owner shall be held responsible for the same.
- 15. That the Second Party/Builder shall be solely responsible for any accident, if any, occurred during the course of construction and shall be liable for the same and shall settle the same at her own cost and expenses and for which the Second Party/Builder shall be responsible.

- 16. That in case there be any defect in the title of the First Party / Owner or there be any liability or any encumbrances, then in such event the First Party/ Owner shall be liable to compensate the Second Party / Developer sufficiently for the loss sustained by the Second Party/ Developer.
- 17. That the Second Party/ Developer shall be entitled to receive and retain Photo copies of all necessary original documents of First Party /Owner's title to the Schedule "A" below property and the First Party /Owner undertakes to produce original of such title documents within a reasonable period/time for inspection by the concerned authority as and when may be asked by the Second Party/Developer.
- 18. That the Second Party/Developer, hereby assures to the First Party/Owner, that it will carryon and complete all the constructions work of the Owners Allocation Flats/Units etc. along with the Builders Allocation Flats/Unit etc. simultaneously and in no circumstance will leave the Owners Allocation Flats/Units etc. incomplete or will not delay in handing over of possession of the Owners Allocation Flats/ Units etc.
- **19.** That the cost of registration with respect to the Flats, Units, Parking spaces etc. shall be borne by the prospective buyers.
- **20.** That the First Party/Owner shall pay all the ground rent and other charges payable to the concerned authorities, along with the electricity, water and other maintenance charges, if any payable, to the concerned authorities, till date.



-10-

- 21. That after getting possession of the Owners Allocation of Flats, Units, etc. with all facility, amenity and services as contained hereinbefore, the First Party / Owner Or Transferees of First Party/ Owner shall be liable to pay proportionate charges of ground rent, municipal, maintenance and other charges legally payable, to the Society/Association or till formation of such Society/Association to the Second Party / Builder as the case may be and so also the Second Party/Developer/ Transferees of Second Party/Developer shall be also be liable to pay proportionate charges of ground rent, municipal, maintenance and other charges legally payable to the to the Society / Association or till formation of such society/ Association to the Second Party/ Builder as the case may be.
- 22. That in case of any dispute or differences between the parties arising out or relating to this Development Agreement, the same shall be settled by reference of the dispute or difference to the Arbitrators appointed by the Second Party/Developer and such arbitrations shall be conducted under the provisions of the Arbitration and Reconciliation Act, and the place of Arbitration shall be at Seraikela/ Jamshedpur.
- 23. That with mutual discussion, both parties may change terms and conditions of this development agreement before execution of Power of Attorney given by First Party to Second Party.
- **24.** That all the aforesaid terms and conditions shall be strictly binding upon both the parties.

Nuders Kurnerii Nidu Babba

-11-

## **SCHEDULE "A" ABOVE REFERRED TO**

All that piece and parcel of land measuring 2000 Sq. ft.(4.59 decimal) having Khata No. - 33 (O), Plot No.- 728(O) in Mouza - Asangi, Thana No.- 131, Ward No.- 14(O)/22(N), A.N.A.C., Adityapur, Dist.-Seraikela-Kharsanwa, Jharkhand.

Holding no - 0220002019000MO.

### **Bounded By**

North - Plot No 728(P) (Vandana Rani)

South -20Ft Wide Road

East - Road

West - 25ft Wide Road

**SCHEDULE "B"** (First Party / Owners Allocation)

Two number of Two BHK Flats over the sanctioned plan with Two Car Parking in the Ground Floor.

Nudan Kumari ndu Babban

-12-

IN WITNESS WHEREOFF the parties has put her signature today on this the 11 th day of December. 2023 at Seraikela.

### Witness:

1. Mrituatay practices

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OF Assaugh. Near

hari mandir, Adepphur

Most hyley Brookhom.

11/12/23

2. hatilal mahato sto Amil

Makeyo vill-Thapunesuse

P. S. Servineuse

Ad ATA 4 Edi

1/12/23

Attosted

Mrity by Pradhor.

11/12/23

SUMIT KUMAN MUKHERIER

DEED WATER 2/2

Licence No. 1/2017

Nulan Kumari

11/12/23

FIRST PARTY/ OWNER

Nitu Poobla 11/12/23 SECOND PARTY/BUILDER

SUMIT KUMAR MUKHERIAL TO DEED WRITER Sicence No. 3/2017



4637



## **Government of Jharkhand**

## **Receipt of Online Payment of Stamp Duty**

#### NON JUDICIAL

Receipt Number: 348fdda7c0de7956dd8d

Receipt Date: 13-Dec-2023 12:25:37 pm

Receipt Amount: 500/-

Amount In Words: Five Hundred Rupees Only

Token Number: 202300161330

Office Name: SRO - Saraikela

Document Type: Development Agreement

Payee Name: KALARJUN CONSTRUCTION PRIVATE

LIMITED REPRESENTED THROUGH ITS

DIRECTOR ADITYA RAJ (Vendee)

**GRN Number:** 2320572573

KALARJUN CONSTRUCTION PRIVATE LIMITED
DEV / 2003 / 0005 / 2024





-: For Office Use :-

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

Sumitatiazra

Aditya Raj

Development agreement value - 2487,700 - Skomp -500 - Achtyapom

मुल्यांकन सुची से जांडि कि

दस्तावंज जांच रिन्न

दस्तावेज म विशेत भूक शिविगंधिव सूची रो MEE

उपस्थापित दस्तावंज म ख़ख्यकारी की जाति.....(1))) अकित है। यह जाति C.N.T Act 1908 可 ਬਾਰਾ 461(B) 录 अन्तर्गत नहीं है।

KALARJUN CONSTRUCTION PRIVATE LIMI DEV / 2003 / 0005 / 2024

Atteste DEED V Licence No.-5,7377





SERAIKELLA sumita Hazra

नियम-21 के अधीन ग्राहय

भारतीय स्टाम्प अधिनियम (इण्डियन स्टाम्प एक्ट-1899) की अनुसूची-1 या 1 (क) सार्र......के

#### **DEVELOPMENT AGREEMENT**

अधीन यथावत स्टाम्प सुनिय या Development Agreement is made on this the 13th day of अपेसित December. 2023 at Seraikela between:-

SUMITA HAZRA, W/o Murlidhar Hazra, Daughter of Samir Kumar Mukherjee , by faith- Hindu, category - General (Non C.N.T) (does not covered under CNT ACT.1908), by Nationality- Indian, by occupation- Service, resident of - Chilgu, Po- Chilgu, Ps- Chandil, 6294250 District- Seraikella Kharsawan, Jharkhand, hereinafter called the First Party /Owner (Which expressions unless repugnant to the context shall mean and include her legal heirs, successors, representatives and assigns) of the ONE PART.

<u> Aadhar No - \*\*\*\* \*\*\*\* 3378, Pan No - AFVPH 9349M.</u>

Aditya Raj

KALARJUN CONSTRUCTION PRIVATE LIMITED

Sumite Hezra,













Aditya Rey 13/12/23

-3-

#### **AND**

Pan no – AAECK 1504E) A Private Limited Company, having its registered office at Kalarjun Geeen Enclave, Asangi, Adityapur, District-Seraikela- Kharsawan, represented through its Director ADITYA RAJ S/O Ashok Kumar, Grand son of - Arjun Roy, by faith – Hindu, category- General (Non C.N.T)(does not covered under CNT ACT.1908), by occupation – Business, Permanent Resident of – B/10, Krishi Nagar, Ashiana Nagar, Patna, Bihar. At Present Residing At- CF/51, NIT Campus, Adityapur, P.S.- Adityapur, District – Seraikella - Kharsawan Jharkhand, hereinafter called the BUILDER/ SELLER/ Second Party (Which expressions unless repugnant to the context shall mean and include his legal heirs, successors, representatives and assigns) of the OTHER PART,

<u>Aadhar No - \*\*\*\* \*\*\*\* 7476</u>, <u>Pan No - ESDPR 89990</u>.

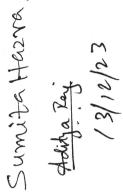
Sumita Hazra. Adirta Raj 13/12/23

-4-

WHEREAS, the First Party is the lawful and bonafide owner, in peaceful physical possession of a piece and parcel of land measuring 1500 Sq. ft.(3.44 decimal) having Khata No. - 33 (0), Plot No.-728(0) in Mouza - Asangi, Thana No.-131, Ward No.-15(0)/22(N), A.N.A.C. Adityapur, Dist.-Seraikela-Kharsawan, Jharkhand having been purchased the same from its previous lawful owner/s, by means of a registered Sale Deed having Sale Deed No.-3931, Dated-15.12.2021, registered at District Sub Registry Office at Seraikela and mutated the same in her name in the office of C.O Gamharia vide mutation case no - 2241/R27 2021-2022 dated - 06/04/2022. which is recorded in Register-II, Vol - 18, Page - 32, in the office of C.O Gamharia and paid rent thereof regularly.

AND WHEREAS, the First Party has been planning to develop her aforesaid property more fully described in the schedule 'A' below by constructing multi-storeyed building thereon comprising of residential units, parking spaces, etc. upon Schedule 'A' below property;

AND WHEREAS, being unable due to lack of experience and technical skill for construction of multi-storeyed building and for other circumstances the First Party / Owner subsequently decided not to develop the aforesaid property more fully described in the Schedule 'A' below of her own and to get a multi-storeyed building constructed over it by engaging a skilful Builder;



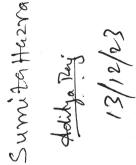
-5-

AND WHEREAS the Second Party /Builder after coming to know about the aforesaid desire of the First Party / Owner has approached the First Party /Owner to develop the said land by constructing a multi-storeyed building over her aforesaid property more fully described in the schedule "A" below; AND WHEREAS the First Party / Owner has agreed to get developed her aforesaid property more fully described in the schedule below "A" below and the Second Party/Builder has agreed to develop the schedule below property by constructing a multi-storeyed building thereon on certain terms and conditions:

AND WHEREAS in order to avoid any litigation or future complications regarding agreed terms and conditions of development and construction of multi-storeyed building by the Second Party/Builder over the property of the First Party /Owner more fully described in the schedule "A" below, both the parties amicably decided to frame into writing, the terms and conditions to be agreed by both Parties, by executing this Development agreement.

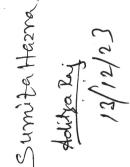
## **NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:**

1. That the First Party /Owner has handed over the landed property more fully described in the schedule "A" below to the Second Party/Builder, who has agreed to develop the same by constructing a multi-storeyed building over the said property of the First Party /Owner, more fully described in the schedule "A" below.

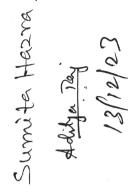


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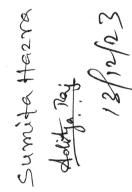
- 2. That the Second Party/Builder shall provide the First Party / Owner One number of Three BHK Flats over the sanctioned plan more fully described in the schedule "B" below along with One Car Parking in the Ground Floor.
- 3. That if required, at the request of the First Party / Owner, the Second Party/Builder will execute and registered necessary deeds and documents with respect to the schedule "B" below property in favour of the First Party / Owner and fifty percent of cost of which shall be borne by the Second Party/Builder and rest fifty percent cost by the First Party / Owner.
- 4. That soon after execution of this Development Agreement, the First Party /Owner will execute a General Power of Attorney, appointing the Second Party / Builder as their true and lawful attorney to do various acts, deeds and things with respect to her aforesaid property more fully described in the schedule "A" below, including power of sell/transfer the various Flats/Units and other spaces to be constructed by the Second Party/ Builder over the property more fully described in the schedule "A" below in favour of prospective Purchaser/ Purchasers.
- 5. That the First Party / Owner shall execute any or all such documents as may be required by the Second Party/Builder for getting any required permission from the concerned authority / authorities for obtaining building permit, sanctioned building plan etc. and to run the construction work smoothly over the aforesaid property more fully described in the schedule "A"



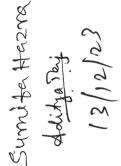
- -7-
- 6. That the First Party/Owner shall sign in all paper such as petition, application, objection, affidavit, indemnity bond and certificates as and when shall be needed or requested by Second Party/Builder for smooth running of construction of multi-storeyed building over the Schedule below land more fully described in the schedule "A" below.
- 7. That the First Party /Owner hereby assured the Second Party/ Builder that the schedule below property is free from encumbrances, charges or liens of any kind whatsoever.
- 8. That the First Party /Owner assured the Second Party/ Builder that the schedule below property absolutely belongs to her and she has every right to dispose-off/ sell the same and to enter into this agreement with the Second Party / Builder and no other person or persons has/have got in any manner of right, title, interest or possession over the schedule "A" property.
- 9. That the First Party / Owner further assures that she will extend her full co-operation to the Second Party/ Builder and shall put her signature in all such papers, application etc. whenever and wherever necessary for smooth running of the construction or in case of any litigation that may arise out of the schedule below land.
- 10. That the Second Party/Builder, shall complete the entire construction work at it /her own cost within sixty (60) months from the date of development agreement subject to unavoidable circumstances and will be provide report of progress of construction to the First Party / Owner on request.



- 11. That the Second Party/Builder henceforth shall be entitled to advertise the project and shall be entitled to book the units with intending Purchaser/Purchasers to which the First Party / Owner shall have no right to object.
- **12.** That the Second Party/Builder shall have every right to dispose off/transfer any or all flat/units/ spaces to be constructed over the schedule below property.
- 13. That the Second Party/Builder shall be entitled to issue "No Objection certificate" in favour of intending Purchaser / Purchasers for obtaining loan by the said Purchaser / Purchasers from Bank or any financial institution and shall be entitled to negotiate with any bank for obtaining loan by creating equitable mortgage with respect to the schedule below property and/or Flats/ Units and or structure to be constructed over the same.
- 14. That the cost of construction and other consequential expenses thereof, all statutory taxes and charges shall be solely and exclusively be borne by the Second Party/Builder, for which the Second Party/Builder shall be held responsible and under no circumstances, the First Party /Owner shall be held responsible for the same.
- 15. That the Second Party/Builder shall be solely responsible for any accident, if any, occurred during the course of construction and shall be liable for the same and shall settle the same at her own cost and expenses and for which the Second Party/Builder shall be responsible.



- -9.
- 16. That in case there be any defect in the title of the First Party / Owner or there be any liability or any encumbrances, then in such event the First Party/ Owner shall be liable to compensate the Second Party / Developer sufficiently for the loss sustained by the Second Party/ Developer.
- 17. That the Second Party/ Developer shall be entitled to receive and retain Photo copies of all necessary original documents of First Party /Owner's title to the Schedule "A" below property and the First Party /Owner undertakes to produce original of such title documents within a reasonable period/time for inspection by the concerned authority as and when may be asked by the Second Party/Developer.
- 18. That the Second Party/Developer, hereby assures to the First Party/Owner, that it will carryon and complete all the constructions work of the Owners Allocation Flats/Units etc. along with the Builders Allocation Flats/Unit etc. simultaneously and in no circumstance will leave the Owners Allocation Flats/Units etc. incomplete or will not delay in handing over of possession of the of the Owners Allocation Flats/ Units etc.
- **19.** That the cost of registration with respect to the Flats, Units, Parking spaces etc. shall be borne by the prospective buyers.
- **20.** That the First Party/Owner shall pay all the ground rent and other charges payable to the concerned authorities, along with the electricity, water and other maintenance charges, if any payable, to the concerned authorities, till date.



-10-

- 21. That after getting possession of the Owners Allocation of Flats, Units, etc. with all facility, amenity and services as contained hereinbefore, the First Party / Owner Or Transferees of First Party/ Owner shall be liable to pay proportionate charges of ground rent, municipal, maintenance and other charges legally payable, to the Society/Association or till formation of such Society/Association to the Second Party / Builder as the case may be and so also the Second Party/Developer/ Transferees of Second Party/Developer shall be also be liable to pay proportionate charges of ground rent, municipal, maintenance and other charges legally payable to the to the Society / Association or till formation of such society/ Association to the Second Party/ Builder as the case may be.
- 22. That in case of any dispute or differences between the parties arising out or relating to this Development Agreement, the same shall be settled by reference of the dispute or difference to the Arbitrators appointed by the Second Party/Developer and such arbitrations shall be conducted under the provisions of the Arbitration and Reconciliation Act, and the place of Arbitration shall be at Seraikela/ Jamshedpur.
- 23. That with mutual discussion, both parties may change terms and conditions of this development agreement before execution of Power of Attorney given by First Party to Second Party.
- **24.** That all the aforesaid terms and conditions shall be strictly binding upon both the parties.

<u>-11-</u>

Sumita Harra Aditya Paj 13/12/23

### **SCHEDULE "A" ABOVE REFERRED TO**

All that piece and parcel of land measuring 1500 Sq. ft.(3.44 decimal) having Khata No. - 33 (0), Plot No.- 728(0) in Mouza - Asangi, Thana No.- 131, Ward No.- 15(0)/22(N), A.N.A.C., Adityapur, Dist.-Seraikela-Kharsanwa, Jharkhand.

Holding no - 0220002021000MO.

### **Bounded By**

North - Plot no - 728 (P) (Kalpana Bhagat)

South - Plot No 728(P) (Ashok Kumar)

East - Road

West - 25ft Wide Road

**SCHEDULE "B"** (First Party / Owners Allocation)

One number of Three BHK Flats over the sanctioned plan with One Car Parking in the Ground Floor.

-12-

Sumita Hazra Adulazey [2/1/23

IN WITNESS WHEREOFF the parties has put her signature today on this the 3th day of December. 2023 at Seraikela.

SUMIT KUMAN MUKHERJEE DEED WRITER Licence No.- 3/2017

Witness:

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13/12/23

Mn'ty'ng Brakm. 12/12/23

Sumiter Harre, 3/11/23
FIRST PARTY/OWNER

SUMIT WUMAR MUKHERJEE SUMIT DEED WRITER Licence No. - 3/2017 Licence No. - 3/2017

SECOND PARTY/BUILDER



# Government of Jharkhand

# Receipt of Online Payment of Stamp Duty

#### NON JUDICIAL

Receipt Number: d8f183190cd20c29a39d

Receipt Date: 13-Dec-2023 12:38:18 pm

Receipt Amount: 500/-

Amount In Words: Five Hundred Rupees Only

**Token Number:** 202300161366

Office Name: SRO - Saraikela

Document Type: Development Agreement

Payee Name: KALARJUN CONSTRUCTION PRIVATE

LIMITED REPRESENTED THROUGH ITS

DIRECTOR ADITYA RAJ ( Vendee )

**GRN Number**: 2320573242

Lolitya Ray

KALARJUN CONSTRUCTION PRIVATE LIMITED DEV / 2003 / 0005 / 2024





-: For Office Use :-

13/12/23

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।

Vardara Pani

Aditya Raj

Development agreement natur. 82, 62,600/ Stamp-SOD/- Achtyejour

मुल्यांकन सुची में नी कि

दस्तावंज म बांगेत #विवंधित स्वी संजा**भ**र

उपस्थापित दस्तावेज म लख्यकारी की जाति अगा किमें अंकित है। यह जारि C.N.T Act 1908 की धारा 461(B) के अन्तर्गत नहीं है।

DEV / 2003 / 0005 / 2024





SEA.



नियम-21 क अधान ग्राह्य भारतीय स्टाम्प अधिनियम (इण्डियन स्टाम्प एक्ट-1899) ट अनुसूची-1 या 1 (क) स्त् कि. अधीन यथावत स्टाम्प्रेस्ट्रिश

**DEVELOPMENT AGREEMENT** 

degathis Development Agreement is made on this the 13 H day of ਪ੍ਰੀ ਹੈ ਹੈ ਵਿੱਦ ember. 2023 at Seraikela between:-

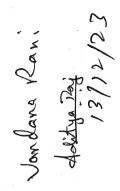
Heb- 81315 00 2000 >10

C3315=10

VANDANA RANI, W/o Abhishek Singh, Daughter of Arbind Kumar, by faith- Hindu, category - General (Non C.N.T) (does not covered under CNT ACT.1908), by Nationality- Indian, by occupation-Housewife, resident of - LIG 173, Housing Colony, Adityapur 2, Ps -

R.I.T, District- Seraikella Kharsawan., Jharkhand, hereinafter called the First Party /Owner (Which expressions unless repugnant to the context shall mean and include her legal heirs, successors, representatives and assigns) of the ONE PART.

<u> Aadhar No – \*\*\*\* \*\*\*\* 5481, Pan No – BUGPR 6958B.</u>





Aditya Roj 13/12/23

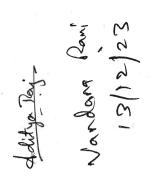
-3-

AND

M/s. KALARJUN CONSTRUCTION PRIVATE LIMITED, (Company Pan no – AAECK 1504E) A Private Limited Company, having its registered office at Kalarjun Geeen Enclave, Asangi, Adityapur, District-Seraikela- Kharsawan, represented through its Director ADITYA RAJ S/O Ashok Kumar, Grand son of - Arjun Roy, by faith – Hindu, category- General (Non C.N.T)(does not covered under CNT ACT.1908), by occupation – Business, Permanent Resident of – B/10, Krishi Nagar, Ashiana Nagar, Patna, Bihar. At Present Residing At- CF/51, NIT Campus, Adityapur, P.S.- Adityapur, District – Seraikella - Kharsawan Jharkhand, hereinafter called the BUILDER/ SELLER/ Second Party (Which expressions unless repugnant to the context shall mean and include his legal heirs, successors, representatives and assigns) of the OTHER PART,

Aadhar No - \*\*\*\* \*\*\*\* 7476, Pan No - ESDPR 8999Q.





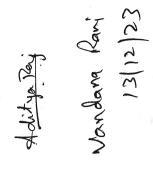
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-4-

WHEREAS, the First Party is the lawful and bonafide owner, in peaceful physical possession of a piece and parcel of land measuring 2000 Sq. ft.(4.59 decimal) having Khata No. - 33 (0), Plot No.-728(0) in Mouza - Asangi, Thana No.-131, Ward No.-15(0)/22(N), A.N.A.C. Adityapur, Dist.-Seraikela-Kharsawan, Jharkhand having been purchased the same from its previous lawful owner/s, by means of a registered Sale Deed having Sale Deed No.-2017, Dated-16.07.2018, registered at District Sub Registry Office at Seraikela and mutated the same in her name in the office of C.O Gamharia vide mutation case no -806/R27 2018-2019 dated -20.09.2018 which is recorded in Register-II, Vol -11, Page -12, in the office of C.O Gamharia and paid rent thereof regularly.

AND WHEREAS, the First Party has been planning to develop her aforesaid property more fully described in the schedule 'A' below by constructing multi-storeyed building thereon comprising of residential units, parking spaces, etc. upon Schedule 'A' below property;

AND WHEREAS, being unable due to lack of experience and technical skill for construction of multi-storeyed building and for other circumstances the First Party / Owner subsequently decided not to develop the aforesaid property more fully described in the Schedule 'A' below of her own and to get a multi-storeyed building constructed over it by engaging a skilful Builder;



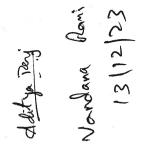
-5-

AND WHEREAS the Second Party /Builder after coming to know about the aforesaid desire of the First Party / Owner has approached the First Party /Owner to develop the said land by constructing a multi-storeyed building over her aforesaid property more fully described in the schedule "A" below; AND WHEREAS the First Party / Owner has agreed to get developed her aforesaid property more fully described in the schedule below "A" below and the Second Party/Builder has agreed to develop the schedule below property by constructing a multi-storeyed building thereon on certain terms and conditions:

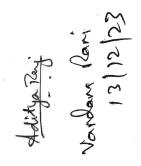
AND WHEREAS in order to avoid any litigation or future complications regarding agreed terms and conditions of development and construction of multi-storeyed building by the Second Party/Builder over the property of the First Party /Owner more fully described in the schedule "A" below, both the parties amicably decided to frame into writing, the terms and conditions to be agreed by both Parties, by executing this Development agreement.

# **NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:**

1. That the First Party /Owner has handed over the landed property more fully described in the schedule "A" below to the Second Party/Builder, who has agreed to develop the same by constructing a multi-storeyed building over the said property of the First Party /Owner, more fully described in the schedule "A" below.

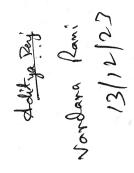


- -6-
- 2. That the Second Party/Builder shall provide the First Party / Owner Two number of Two BHK Flats over the sanctioned plan more fully described in the schedule "B" below along with Two Car Parking in the Ground Floor.
- 3. That if required, at the request of the First Party / Owner, the Second Party/Builder will execute and registered necessary deeds and documents with respect to the schedule "B" below property in favour of the First Party / Owner and fifty percent of cost of which shall be borne by the Second Party/Builder and rest fifty percent cost by the First Party / Owner.
- 4. That soon after execution of this Development Agreement, the First Party /Owner will execute a General Power of Attorney, appointing the Second Party / Builder as their true and lawful attorney to do various acts, deeds and things with respect to her aforesaid property more fully described in the schedule "A" below, including power of sell/transfer the various Flats/Units and other spaces to be constructed by the Second Party/ Builder over the property more fully described in the schedule "A" below in favour of prospective Purchaser/ Purchasers.
- 5. That the First Party / Owner shall execute any or all such documents as may be required by the Second Party/Builder for getting any required permission from the concerned authority/authorities for obtaining building permit, sanctioned building plan etc. and to run the construction work smoothly over the aforesaid property more fully described in the schedule "A"



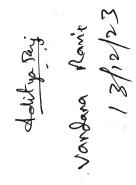
- -7-
- 6. That the First Party/Owner shall sign in all paper such as petition, application, objection, affidavit, indemnity bond and certificates as and when shall be needed or requested by Second Party/Builder for smooth running of construction of multi-storeyed building over the Schedule below land more fully described in the schedule "A" below.
- 7. That the First Party /Owner hereby assured the Second Party/ Builder that the schedule below property is free from encumbrances, charges or liens of any kind whatsoever.
- 8. That the First Party /Owner assured the Second Party/ Builder that the schedule below property absolutely belongs to her and she has every right to dispose-off/ sell the same and to enter into this agreement with the Second Party / Builder and no other person or persons has/have got in any manner of right, title, interest or possession over the schedule "A" property.
- **9.** That the First Party / Owner further assures that she will extend her full co-operation to the Second Party/ Builder and shall put her signature in all such papers, application etc. whenever and wherever necessary for smooth running of the construction or in case of any litigation that may arise out of the schedule below land.
- 10. That the Second Party/Builder, shall complete the entire construction work at it /her own cost within sixty (60) months from the date of development agreement subject to unavoidable circumstances and will be provide report of progress of construction to the First Party / Owner on request.





-8-

- 11. That the Second Party/Builder henceforth shall be entitled to advertise the project and shall be entitled to book the units with intending Purchaser/Purchasers to which the First Party / Owner shall have no right to object.
- **12.** That the Second Party/Builder shall have every right to dispose off/transfer any or all flat/units/ spaces to be constructed over the schedule below property.
- 13. That the Second Party/Builder shall be entitled to issue "No Objection certificate" in favour of intending Purchaser / Purchasers for obtaining loan by the said Purchaser / Purchasers from Bank or any financial institution and shall be entitled to negotiate with any bank for obtaining loan by creating equitable mortgage with respect to the schedule below property and/or Flats/ Units and or structure to be constructed over the same.
- **14.** That the cost of construction and other consequential expenses thereof, all statutory taxes and charges shall be solely and exclusively be borne by the Second Party/Builder, for which the Second Party/ Builder shall be held responsible and under no circumstances, the First Party /Owner shall be held responsible for the same.
- **15.** That the Second Party/Builder shall be solely responsible for any accident, if any, occurred during the course of construction and shall be liable for the same and shall settle the same at her own cost and expenses and for which the Second Party/Builder shall be responsible.



-9-

- 16. That in case there be any defect in the title of the First Party / Owner or there be any liability or any encumbrances, then in such event the First Party/ Owner shall be liable to compensate the Second Party / Developer sufficiently for the loss sustained by the Second Party/ Developer.
- 17. That the Second Party/ Developer shall be entitled to receive and retain Photo copies of all necessary original documents of First Party/Owner's title to the Schedule "A" below property and the First Party /Owner undertakes to produce original of such title documents within a reasonable period/time for inspection by the concerned authority as and when may be asked by the Second Party/Developer.
- 18. That the Second Party/Developer, hereby assures to the First Party/Owner, that it will carryon and complete all the constructions work of the Owners Allocation Flats/Units etc. along with the Builders Allocation Flats/Unit etc. simultaneously and in no circumstance will leave the Owners Allocation Flats/Units etc. incomplete or will not delay in handing over of possession of the Owners Allocation Flats/Units etc.
- **19.** That the cost of registration with respect to the Flats, Units, Parking spaces etc. shall be borne by the prospective buyers.
- **20.** That the First Party/Owner shall pay all the ground rent and other charges payable to the concerned authorities, along with the electricity, water and other maintenance charges, if any payable, to the concerned authorities, till date.

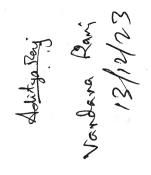




21. That after getting possession of the Owners Allocation of Flats, Units, etc. with all facility, amenity and services as contained hereinbefore, the First Party / Owner Or Transferees of First Party/ Owner shall be liable to pay proportionate charges of ground rent, municipal, maintenance and other charges legally payable, to the Society/Association or till formation of such Society/Association to the Second Party / Builder as the case may be and so also the Second Party/Developer/ Transferees of Second Party/Developer shall be also be liable to pay proportionate charges of ground rent, municipal, maintenance and other charges legally payable to the to the Society / Association or till formation of such society/ Association to the Second Party/ Builder as the case may be.

-10-

- 22. That in case of any dispute or differences between the parties arising out or relating to this Development Agreement, the same shall be settled by reference of the dispute or difference to the Arbitrators appointed by the Second Party/Developer and such arbitrations shall be conducted under the provisions of the Arbitration and Reconciliation Act, and the place of Arbitration shall be at Seraikela/Jamshedpur.
- 23. That with mutual discussion, both parties may change terms and conditions of this development agreement before execution of Power of Attorney given by First Party to Second Party.
- **24.** That all the aforesaid terms and conditions shall be strictly binding upon both the parties.



<u>-11-</u>

### **SCHEDULE "A" ABOVE REFERRED TO**

All that piece and parcel of land measuring 2000 Sq. ft.(4.59 decimal) having Khata No. - 33 (O), Plot No.- 728(O) in Mouza - Asangi, Thana No.- 131, Ward No.- 15(O)/22(N), A.N.A.C., Adityapur, Dist.-Seraikela-Kharsanwa, Jharkhand.

Holding no - 0220001742000MO.

#### **Bounded By**

North - Plot no - 728 (P) (Ashok Kumar)

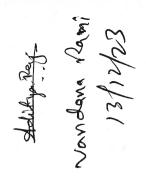
South - Plot No 728(P) ( Nutan Kumari )

East - Road

West - 25ft Wide Road

**SCHEDULE "B"** (First Party / Owners Allocation)

Two number of Two BHK Flats over the sanctioned plan with Two Car Parking in the Ground Floor.



-12-

IN WITNESS WHEREOFF the parties has put her signature today on this the 13<sup>H</sup> day of December. 2023 at Seraikela.

Witness:

1. Mostry'ay Por elhon. & 10 Monnej Por elhon Asongs D.J. T. Adelyan

2. Rafiral readate fo fair
Naherto Vin Hapurgue
P-1. Seminer

All MEN

12/12/23

rom'tjeg Predhn.
13/11/23

Vandana Rani 13/12/23
FIRST PARTY/OWNER

JUMIT DEED NO. 3/2017
LICENCE RAIKELLA

SECOND PARTY/BUILDER 13/12/23