

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक पिंडरा बाराणसी क्रम संख्या 2020353012131

आवेदन संख्या : 202000995012884

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2020-12-14 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम दीपक कुमार बहल

लेख का प्रकार विक्रय अनुबंध विलेख

प्रतिफल की धनराशि 197500000 / 187000000.00

1. रजिस्ट्रीकरण शुल्क 1975000

2. प्रांतिलिपिकरण शुल्क 120

3. निरीक्षण या तलाश शुल्क

4. मुद्दतार के अधिप्रमाणीकरण लिए शुल्क

5. कमीशन शुल्क

6. विविध

7. यात्रिक भत्ता

1 से 6 तक का योग 1975120

शुल्क वसूल करने का दिनांक 2020-12-14 00:00:00

दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2020-12-14 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

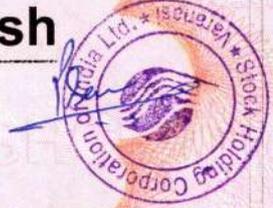
I 60 46/2020



सत्यमेव जयते

**INDIA NON JUDICIAL**  
**Government of Uttar Pradesh**

**e-Stamp**



**Certificate No.** : IN-UP15567427025155S  
**Certificate Issued Date** : 09-Dec-2020 11:01 AM  
**Account Reference** : SHCIL (FI)/ upshcil01/ VARANASI/ UP-VNS  
**Unique Doc. Reference** : SUBIN-UPUPSHCIL0124647335521268S  
**Purchased by** : MS DREAMLAND HOLDINGS LTD  
**Description of Document** : Article 5 Agreement or Memorandum of an agreement  
**Property Description** : SETTLEMENT PLOT NO. 64 AND 65, VILLAGE-SEHMALPUR,  
PARGANA-ATHGAWAN, TEHSIL PINDRA, VARANASI  
**Consideration Price (Rs.)** :  
**First Party** : MS SITKA COMMOSE PVT LTD  
**Second Party** : MS DREAMLAND HOLDINGS LTD  
**Stamp Duty Paid By** : MS DREAMLAND HOLDINGS LTD  
**Stamp Duty Amount(Rs.)** : 1,38,25,000  
(One Crore Thirty Eight Lakh Twenty Five Thousand only)

यह ई-स्टाम्प प्रमाण पत्र लक्षपत्र  
सं. I 60 46/20 ..... में प्रयुक्त  
किया गया है।



सहस्र विष्णु  
वाराणसी

.....Please write or type below this line.....

**Sitka Commosale Private Limited**

**Director**

**Sitka Commosale Private Limited**

**Director**

**For Dreamland Holdings Ltd.**

**Director**

**RS 0002729829**

**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



000513853



उत्तर प्रदेश UTTAR PRADESH

FK 845081



DEVELOPMENT AGREEMENT

Sitka Commosale Private Limited

Page 1 of 21

*[Signature]*  
Director



For Dreamland Holdings Ltd.

Sitka Commosale Private Limited

*[Signature]*  
Director

*[Signature]*  
Director





This Agreement executed this day of **15<sup>th</sup> September 2020** at Varanasi by and between:

**M/s. Sitka Commosale Pvt. Ltd.** (CIN: U51909UP2009PT-C097567) (PAN No. AAMCS7617Q) a private limited company, duly registered under the Companies Act, 1956 having its registered office at D-59/22-E-1, Shivpurva, Mahmoorganj, Sagra, Aitha, Varanasi, Uttar Pradesh – 221010 (previously at Joka 2 Diamond Harbour Road Kolkata West Bengal) through its Directors (1) **Shri Yogesh Kumar Agrawal** S/o late Shri Hare Kishan Das R/o Flat no. 51, Elaxi Enclave, Dhoopchandi, Varanasi and (2) **Shri Vivek Kumar Agrawal** S/o Shri Raghav Prasad Agrawal R/o House no. B-59/22E, Mahmoorganj, Shivpurva, Varanasi (hereinafter referred to as the **Land Owner**, *(which terms unless repugnant to the context include their heirs, legal representatives, executors, administrators and assignees)* of the **FIRST PART. Mobile no. 9415224913**

AND

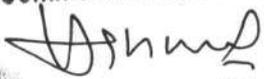
**M/s. Dreamland Holdings Ltd.** (CIN: U70101WB1986PLC-041079) (PAN No. AABCD8778J) a Public unlisted company incorporated under the Companies Act, 1956, having its registered office at 7- Kiron Sankar Roy Road, 3rd Floor, Room no. 1 & 2, Kolkata-700001, West Bengal, through its Director **Shri Deepak Kumar Bahal** S/o late Shri Ram Gopal Bahal R/o House no. B-27/92, 35, Jawahar Nagar, Bhelupur, Varanasi-221010, hereinafter referred to as the **Developer**, *(which terms unless repugnant to the context include its nominees, successors, administrators, executors and assignees)* of the **SECOND PART. Mobile no. 9415302443**

The Land Owner and the Developer shall wherever the context required is referred to collectively as the "**Parties**" and individually as a "**Party**", as the context demands.

Page 2 of 21

**Sitka Commosale Private Limited**

  
**Director**

**Sitka Commosale Private Limited**  
  
**Director**

**For Dreamland Holdings Ltd.**

  
**Director**

आवेदन सं०: 202000995012884

## विक्रय अनुबंध विलेख (बिल्डर)

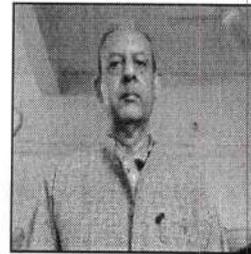
बही सं०: 1

रजिस्ट्रेशन सं०: 6046

वर्ष: 2020

प्रतिफल- 197500000 स्टाम्प शुल्क- 13825000 बाजारी मूल्य - 187000000 पंजीकरण शुल्क - 1975000 प्रतिलिपिकरण शुल्क - 120 योग : 1975120

श्री ड्रीमलैंड होल्डिंग्स लिमिटेड द्वारा  
दीपक कुमार बहल अधिकृत पदाधिकारी/ प्रतिनिधि,  
पुत्र श्री स्वर्गीय राम गोपाल बहल  
व्यवसाय : व्यापार  
निवासी: बी 27/92,35, जवाहर नगर, भेलपुर, वाराणसी



श्री, ड्रीमलैंड होल्डिंग्स लिमिटेड द्वारा

दीपक कुमार बहल अधिकृत  
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 14/12/2020

एवं 02:40:25 PM बजे

निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

*al*  
धर्मेन्द्र कुमार  
उप निबंधक :पिंडरा  
वाराणसी  
14/12/2020

*Prakash Mishra*  
जय प्रकाश मिश्र  
निबंधक लिपिक



प्रिंट करें

## WHEREAS

1. The land owner is the owner of settlement plot no. 64 measuring 0.3320 Hectare and settlement plot no. 65 measuring 0.5180 Hectare situated in Village Sehmalpur, Pargana Athgawa, Tehsil Pindra, Distt. Varanasi, adjoining to each other, morefully detailed and described in the schedule hereunder. The land owner acquired the said plots of land through two sale deeds, both dated 24-07-2015 from its previous owner M/s. Bharat Tube Industries Pvt. Ltd. The sale deeds are registered respectively in Book no. I, Volume no. 2931 at pages 57 to 90 at sl. no. 3970 and Book no. I, Volume no. 2391 at pages 91 to 124 at sl. no. 3971. The land owner is in actual physical possession thereof as its absolute owner without any objection of any sort.
2. The land owner desired either to sell the land or part thereof or to develop the said piece of land by making constructions thereon but due to lack of technical knowhow could not proceed thereof.
3. The developer is a company incorporated under the Companies Act, having its main business of development and construction of land and buildings.
4. The land owner approached the developer to take over the development and construction work over the said land, to which offer the developer agreed upon the terms and conditions detailed herein below.

Now, therefore, the parties hereto execute this agreement recording the terms and conditions settled between them and bind themselves with the following: -

- 1- That, the land owner hereby declares that the land owner is the absolute owner of the land, detailed and described in the schedule

Page 3 of 21

**Sitka Commosale Private Limited**



*[Signature]*  
Director

**Sitka Commosale Private Limited**



*[Signature]*  
Director

**For Dreamland Holdings Ltd.**



*[Signature]*  
Director

आवेदन सं०: 202000995012884

बही सं०: 1

रजिस्ट्रेशन सं०: 6046

वर्ष: 2020

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त

विक्रेता: 1

श्री सिटका कोमोसेल प्रा0 ली0 के द्वारा योगेश कुमार  
अग्रवाल , पुत्र श्री स्वर्गीय हरेकृष्णदास अग्रवाल  
निवासी: फ्लैट नंबर 51, इलेक्सी एंक्लेव, धूपचंडी वाराणसी  
व्यवसाय: व्यापार



विक्रेता: 2

श्री सिटका कोमोसेल प्रा0 ली0 के द्वारा विवेक कुमार  
अग्रवाल, पुत्र श्री राघव प्रसाद अग्रवाल  
निवासी: डी 59/22-E, शिवपुरवा, महमूरगंज, वाराणसी  
व्यवसाय: व्यापार



क्रेता: 1

श्री ड्रीमलैंड होल्डिंग्स लिमिटेड के द्वारा दीपक कुमार बहल,  
पुत्र श्री स्वर्गीय राम गोपाल बहल  
निवासी: बी 27/92,35, जवाहर नगर, भेलपुर, वाराणसी  
व्यवसाय: व्यापार



ने निष्पादन स्वीकार किया । जिनकी पहचान

पहचानकर्ता : 1

hereunder, and the scheduled land is free from all or any lien, charges, encumbrances, acquisition, disputes and litigations.

- 2- That, upon the aforementioned declaration by the land owner, the developer has agreed to develop the land, detailed and described in the schedule hereunder, at its own costs and expenses.
- 3- That, the parties agreed to enter into this agreement on 28/03/2018 in pursuance thereof the second party on 01/04/2018 paid the first party Rs. 21,00,000/- as also mentioned herein below. The second party then prepared a development plan in respect of the scheduled land which is under process of sanction in the name of the land owner upon the expenses of the developer from Varanasi Development Authority through letter/file no. 38/18/ गृहा/विन्यास/वि0प्रा0/2018-19. The second party shall inform the Varanasi Development Authority about the execution of this development agreement between the parties to incorporate name of the developer. The land as per actual measurement is 8382 sq. mtrs. and the plans of development has been prepared accordingly.
- 4- That, the land owner shall hand over the vacant possession of the said land to the developer and do also hereby allow, authorize and give complete authority to the developer to build, construct, develop and complete a complex containing several independent units/ flats etc.
- 5- That, in lieu of the development work to be undertaken by developer with its technical knowhow, costs and the payment made to the land owner, the entire development/construction, except the portion of the developed property to be allotted to the share of the land owner as mentioned herein below, shall vest in the developer and the developer shall be entitled to transfer by way of sale or lease or to

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Sitka Commosale Private Limited



*[Signature]*  
Director

Sitka Commosale Private Limited



*[Signature]*  
Director

For Dreamland Holdings Ltd.



*[Signature]*  
Director

श्री नरेन्द्र कुमार सिंह, पुत्र श्री ब्रह्मदेव सिंह  
निवासी: बी 37/153 ए-6

व्यवसाय: अन्य

पहचानकर्ता : 2



श्री दयानन्द पाण्डेय, पुत्र श्री राम व्यास पाण्डेय  
निवासी: बी 28-70 घसियारी टोला, मधु सुदन मठ, दुर्गाकुंड,  
वाराणसी

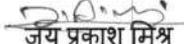
व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार  
लिए गए हैं।  
टिप्पणी :

  
धर्मन्द्र कुमार  
उप निबंधक : पिंडरा  
वाराणसी

  
जय प्रकाश मिश्र  
निबंधक लिपिक



retain all or any part of the developed property along with the proportionate land underneath.

- 6- That, the developer shall pay to the land owner a total amount of **Rs. 14,76,73,000/- (Rupees Fourteen Crore Seventy Six Lacs Seventy Three Thousand Only)** and **10,894.72 sq. ft.** of proposed constructed carpet area with **6900.43 sq. ft.** of undivided share in scheduled land as cost of development rights in the following manner; -

**i- Funds amounting to Rs. 14,76,73,000/- in lieu of land in parts;**

A-Rs. 21,00,000/- (Rupees Twenty-One Lacs Only) already paid to the land owner vide cheque no. **000295** dated 01-04-2018 drawn on HDFC Bank Ltd., when the parties decided to enter into this agreement.

B-Rs. 4,71,24,333/- (Rupees Four Crore Seventy One Lacs Twenty Four Thousand Three Hundred Thirty Three Only) on 31<sup>st</sup> May 2022 vide post-dated cheque no. **001314** dated **31/05/2022** drawn on HDFC Bank Ltd.

C-Rs. 4,92,24,333/- (Rupees Four Crore Ninety Two Lacs Twenty Four Thousand Three Hundred Thirty Three Only) on 31<sup>st</sup> May 2023 vide post-dated cheque no. **001315** dated **31/05/2023** drawn on HDFC Bank Ltd.

D-Rs. 4,92,24,334/- (Rupees Four Crore Ninety Two Lacs Twenty Four Thousand Three Hundred Thirty Four Only) on 31<sup>st</sup> May 2024 vide post-dated cheque no. **001316** dated **31/05/2024** drawn on HDFC Bank Ltd.

It is agreed between the parties that in case upon the request of the land owner, if the developer pays any amount before the agreed

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Sitka Commosale Private Limited



*[Signature]*  
Director

Sitka Commosale Private Limited



*[Signature]*  
Director

For Dreamland Holdings Ltd.



*[Signature]*  
Director



due date to the land owner, such advanced amount shall be deducted from the next due amount and the developer shall be entitled to retain the interest over such advanced amount @ 12% p.a. from the date of payment to the date on which the said amount becomes due.

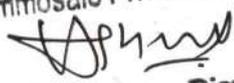
That, similarly in case the developer makes any delay in making payment to the land owner, the land owner shall be entitled to get interest @ 12% p.a. on the due agreed amount from the due date of payment to the date of actual payment. The interest liable to be paid by either party shall be calculated on annual basis. The second party shall not make delay beyond 6 (Six months) in payment of amount mentioned herein. However, in case of the further delay after six month the interest rate payable by the second party to the first party, on the aforementioned principal amount, or on any unpaid part thereof shall increase to 15% per annum, for the next three months. Also in case of any more delay, i.e., beyond 9 (nine) months, the interest rate payable by the second party as penalty, shall enhance to 18% per annum on the aforementioned principal amount, or on any unpaid part thereof. The force Majeure clause shall not apply on the interest component of the delayed payment. It is also agreed between the parties that the in case of delay in payment of aforementioned amount, the cheques (post-dated) as mentioned in clause 6(i)(B, C and D) shall be changed and fresh cheques shall be issued.

Sitka Commosale Private Limited

  
Director



Sitka Commosale Private Limited

  
Director



For Dreamland Holdings Ltd.

  
Director





**ii-Construction to be vested in the land owner towards  
Development Rights to be transferred after the Occupancy  
Certificate: -**

Flat & Parking	Carpet Area (Sq. ft.)	Covered Area (Sq. ft.)	Balcony (Sq. ft.)	Common Area Each Floor (Sq. ft.)	Society Facility Area (Sq. ft.)	Super Built Up Area (Sq. ft.)	Undivided Land / Carpet Area (Sq.ft.)	Value in Rs.
T2-601 (3BHK)	1,059.64	1,124.20	120.30	178.84	48.86	1,472	671.15	44,16,000
T2-602 (3BHK)	1,180.05	1,249.99	178.08	205.22	56.06	1,689	747.41	50,67,000
T2-603 (2BHK)	793.01	860.26	123.74	141.40	38.63	1,164	502.27	34,92,000
T2-604 (2BHK)	829.81	898.89	126.97	147.42	40.27	1,214	525.58	36,42,000
T2-605 (3BHK)	1,152.72	1,225.89	166.13	200.04	54.65	1,647	730.10	49,41,000
T2-606 (3BHK)	1,036.08	1,098.49	120.08	175.11	47.84	1,442	656.23	43,26,000
T2-607 (2BHK)	832.50	899.00	116.21	145.89	39.86	1,201	527.28	36,03,000
T2-608 (3BHK)	968.40	1,026.93	154.73	169.81	46.39	1,398	613.36	41,94,000
V-17 (4BHK)	1,521.25	1,660.48	155.48		71.29	1,887	963.52	75,48,000
V-18 (4BHK)	1,521.25	1,660.48	155.48		71.29	1,887	963.52	75,48,000
Parking No. S-7		One Car						1,00,000
Parking No. S-14		One Car						1,00,000
Parking No. S-37		One Car & Scooter						1,50,000
Parking No. S-38		One Car & Scooter						1,50,000
Parking No. S-43		One Car & Scooter						1,50,000
Parking No. S-50		One Car						1,00,000
Parking No. B-67		One Car & Scooter						1,50,000
Parking No. B-96		One Car & Scooter						1,50,000
<b>Total Area</b>	<b>10,894.72</b>	<b>11,704.62</b>	<b>1,417.20</b>	<b>1,363.72</b>	<b>515.15</b>	<b>15,000.69</b>	<b>6,900.43</b>	<b>4,98,27,000</b>

Sitka Commosale Private Limited

*[Signature]*  
Director



Sitka Commosale Private Limited

*[Signature]*  
Director



Page 7 of 21

For Dreamland Holdings Ltd.

*[Signature]*  
Director





8 (Eight) aforementioned units on the 6<sup>th</sup> floor of proposed tower II and 2 (Two) Villas (V-17 and V-18) measuring total **10,894.72 sq. ft. of carpet area with 6900.43 sq. ft.** of undivided share in scheduled land shall vest in the land owner after completion of the construction and development work over the scheduled land.

The land owner also shall pay to the developer the cost of exclusive parking area linked with the units to be allotted to the land owner.

The above units having total carpet area of **10,894.72 sq.ft.** to be developed on the 6th floor in the proposed tower II, Villa 17 and Villa 18 in the scheduled land shall vest in the land owner after completion of the construction and development work over the scheduled land. The construction area shall be allotted to the land owner after completion of the project. It is also agreed between the parties that at any time during the construction of the project upon mutual consultation and decision the land owner may opt to take funds instead of one or more flats, in that case the aforementioned flats shall vest in the developer and the developer shall pay the cost of that flat exclusive parking area linked with the units.

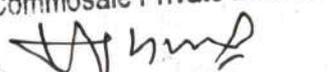
- 7- That, in case the development and construction over the scheduled land is stopped due to any objection with regard to the title or possession of the land owner or on account of any charge or lien on the scheduled property or due to *inter-se* dispute between the shareholders/directors of the land owner, the developer shall be entitled to recover the entire amount paid to the land owner with interest @ 12% p.a. along with all other costs and expenses incurred by the developer.

Sitka Commosale Private Limited

  
Director



Sitka Commosale Private Limited

  
Director



Page 8 of 21

For Dreamland Holdings Ltd.

  
Director





- 8- That, the developer as far as possible shall develop the scheduled land as shown in the sanctioned layout plan.
- 9- That, all the remaining constructed unit/flats to be built over the scheduled land shall vest in the developer, which shall be entitled to transfer the same in the manner it deems fit and to fix price for the sale/lease/mortgage of the building or its part and shall also be entitled to book the same and receive advances/sale consideration/lease rent and other receivables from the prospective transferees at its sole discretion without any interference from the land owner.
- 10- That, the developer shall endeavor to complete the project within 5 (five) years from the registration of this developer agreement. If the developer is not able to complete the project within the stipulated period, in that case the developer will get 3 (three) years grace period/extension for completion of the project, however this clause shall subject to force majeure reasons and any unforeseen circumstances
- 11- That, the developer shall be entitled to make or change the lay-out, designs and specifications of the construction, planning, marketing and naming of the complex. All liabilities arising out of such change shall be that of the second party only.
- 12- That, apart from the constructed saleable area, as shown in the development plan, the developer shall also provide certain common areas and common facilities for the benefit of the occupiers of the entire building to be developed. That the maintenance of common areas and common facilities of the entire complex to be developed over the scheduled land shall be the joint responsibility of all the unit

Sitka Commosale Private Limited



*[Handwritten Signature]*

Director

For Dreamland Holdings Ltd.



*[Handwritten Signature]*  
Director

Sitka Commosale Private Limited



*[Handwritten Signature]*

Director



holders of the complex. The maintenance charges of common areas and common facilities shall be proportionately apportioned to each unit/flat as may be in proportion to their super built up area of the entire super built-up area of the complex. The society membership fees, deposits, maintenance charges, and other charges and fees are to be paid also by the land owner, to the maintenance authority of the complex in all circumstances, even if the units allotted to land owner remains vacant. The rules and regulations of the society or association or the authority maintaining the complex shall also be binding upon the land owner or their transferees. The cost of electricity connection, installation and recurring electricity charges shall be paid per units wise also by the land owner.

- 13- The developer shall be free to put up the hoardings/boards, bring out brochures and commence the marketing of the proposed project from the date of registration of the project. The developer shall be free to advertise the project in whatsoever name and manner as it deems fit, as and when required, at his own cost and expenses.
- 14- That, the name of the project shall be "Harnarain Aeropolis".
- 15- The developer shall be entitled to carry out the construction activity by appointing sub-contractors, petty contractors etc. The workmen appointed by the said contractors shall be properly insured against personal injuries. The said workmen shall not be construed as the employees or being in the services of the land owner in any manner whatsoever. The land owner shall have no liability whatsoever in this regard.
- 16- All costs, charges and expenses incurred for construction and completion of the project including architects/consultants fees

Sitka Commosaie Private Limited



*[Signature]*

Director

Sitka Commosaie Private Limited



*[Signature]*

Director

For Dreamland Holdings Ltd.



*[Signature]*

Director



occurring due after the execution of this agreement shall be discharged by the developer and the land owner shall bear no responsibility in this context.

- 17- That, the parties to the agreement shall be liable for their share of taxes, duties, fees and other liabilities under the law of land and in no case it shall be shifted on the other party.
- 18- That, it is reiterated, both the parties shall be entitled to exploit the units/flats vested in each party as detailed herein above in any manner they choose. The developer is also hereby authorized, to transfer in any manner including transfer by sale, the units/flats vested in it detailed above along with the proportionate land underneath. The land owner also hereby authorizes the developer to do all acts and deeds not specifically mentioned in this agreement for the development of the land detailed in schedule hereunder and also to sell, lease, give on license or transfer in any manner the units/flats vested in it along with the proportionate share in the land and parking space without any objection of the land owner. Similarly the landowner is also hereby authorized, to transfer in any manner including transfer by sale, the units/flats vested in it detailed above along with the proportionate land underneath. The developer also hereby authorizes the landowner to do all acts and deeds not specifically mentioned in this agreement for the development of the land detailed in schedule hereunder and also to sell, lease, give on license or transfer in any manner the units/flats vested in it along with the proportionate share in the land and parking space without any objection of the developer.

Sitka Commosale Private Limited



*[Signature]*  
Director

Sitka Commosale Private Limited



*[Signature]*  
Director

Page 11 of 21

For Dreamland Holdings Ltd.



*[Signature]*  
Director



- 19- That, the land owner hereby also gives specific power in favour of the developer company and authorize them to apply and obtain all kinds of sanctions, permissions, approvals, quotas of various commodities as may be required in the construction of the project including rights of getting water, electricity and telephone connections, to book, mortgage, lease/rent, and sell the flat(s)/villas allotted to the developer's share. The land owner also authorizes the developer company to get the sale deeds, agreement for sale, etc. executed and registered including rights to transfer pro-rata interest in scheduled land of the developer's share as and when required, by virtue of this agreement and authorization is hereby granted.
- 20- The developer will obtain Completion Certificate (CC) from the competent authority as applicable.
- 21- **Indemnity:**
- i- The land owner hereby undertakes to indemnify the developer for all the cost and losses arising due to obstruction of the construction work if it occurs due to any dispute in title, ownership or possession, of the First party over the scheduled land or any interference and/or disturbance caused by and/or behalf of the First Party for any other reason PROVIDED the developer performs and fulfills all terms and conditions hereby contained.
  - ii- The developer hereby undertakes to keep the land owner indemnified against all third-party claims and actions arising out of any sort of act or omission of the developer in or relating to the construction of the said project; and also against all or any

Page 12 of 21

Sitka Commosale Private Limited



*[Handwritten Signature]*

Director

Sitka Commosale Private Limited



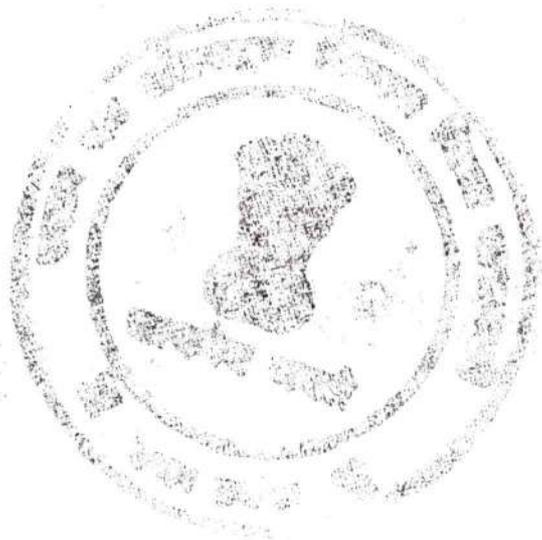
*[Handwritten Signature]*

Director

For Dreamland Holdings Ltd.



*[Handwritten Signature]*  
Director



obligation arising out of non-fulfillment of any conditions set forth by any authority in NOC's/Sanctions, etc., either in the name of the first party or in the name of the second party.

- iii- The developer hereby undertakes to keep the land owner indemnified against all action suits, costs, proceedings and claims that may arise out of the developer's action with regard to the development of the scheduled land and/or in the matter of construction of the said project and/ or for any defect therein.
  - iv- If any accident or mishap takes place during construction of the project whether due to negligence or otherwise of the developer, the architect or their labors or contractors, the same shall be on account of the developer, and that the land owner shall be fully absolved of any liability or claim thereof or there from.
- 22- The land owner and the developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to construe a partnership between the developer and land owner or as a joint venture between the parties hereto in any manner nor the parties hereto constitute an association of persons.
- 23- Any notice or consent which may or is required to be given pursuant to this agreement by either of the parties will be in writing and shall be without prejudice to any other mode of service available and deemed to have been served on the other party if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgement due to their respective registered addresses set forth in the beginning of the this agreement.

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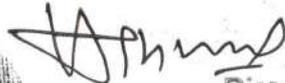
Sitka Commosale Private Limited



Director



Sitka Commosale Private Limited



Director

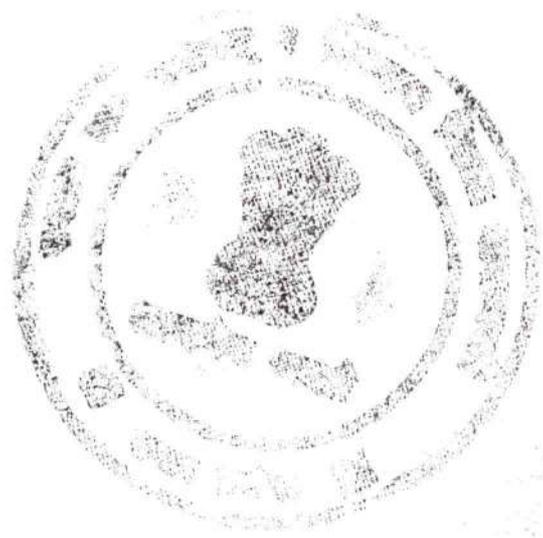


For Dreamland Holdings Ltd.



Director





24- That, after all the payments agreed to be made by the developer to the land owner is made, the developer will have right to borrow funds from any bank or financial institution for the purpose of carrying out its obligations under this agreement and/or any other agreement or writing in pursuance thereof. If for this purpose any document creating charge over the property is to be executed, it shall be limited to the developer's share of developed property along with proportionate rights in the scheduled land alone. All costs, charges and expenses including any interest on the loan amounts shall be borne and paid by the developer alone. The fund(s)/loan(s) so raised by the developer shall be repaid by the developer and the land owner shall not be responsible for the repayment of such loan(s) including all costs, charges and interest.

It is expressly agreed and confirmed by the developer that all the liabilities under any such loans whether of repayment of principal or interest amount, or any other costs or charges there under shall always be the liability of the developer alone.

The developer hereby indemnifies and shall for all times hereafter keep the widest nature in connection with the enforcement of any such loans by any bank or financial institution against the said land as aforesaid.

25- That, the first party understands that it may have to execute and sign various documents, including but not limited to the documents of security, in respect of the portion of the scheduled land, to be executed as per the requirements of the Varanasi development authority. The First party shall co-operate to fulfill such requirements, promptly as and when required. However, it is

Page 14 of 21

Citika Commosale Private Limited



*[Handwritten Signature]*

Director

For Dreamland Holdings Ltd.



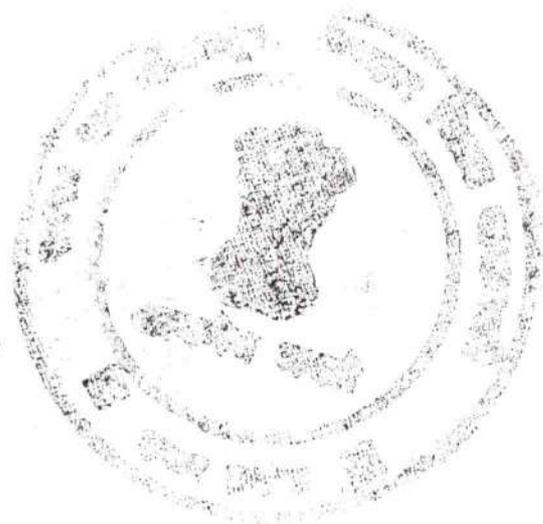
*[Handwritten Signature]*  
Director

Citika Commosale Private Limited



*[Handwritten Signature]*

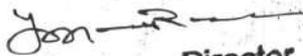
Director



reiterated that all or any obligations and liability arising out and set forth in such documents regarding development and construction work over the scheduled property shall be of the second party.

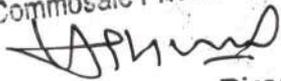
- 26- No amendments to this agreement shall be effective unless they are in writing and signed by the authorized representatives of each party.
- 27- This agreement comprises of the entire understanding between the parties and supersedes all prior oral/written discussions in relation to the subject matter hereof.
- 28- **Force Majeure:** That, it is agreed that the delay caused in getting the said building constructed due to any force majeure such as riots, disturbance of peace, fire, flood and earthquake or any act of God or any other natural calamity in the area of construction or any other happening, which paralyses and actually brings to a standstill, normal life in the city and in the building industry on the site of the construction or some other reasons such as strikes, non-availability of building materials, transporter's strike, governmental restrictions and /or reasons of civil commotion or due to any defect in the title of the land owner or due to any dispute with the neighbors, due to any stay/ injunctions/restrains orders passed by any competent court/tribunal/authority, which may be beyond the control of the developer, it would not be the responsibility of the developer and time consumed in clearance for the above mentioned hurdles shall not be counted in the stipulated period stated above. However the force Majeure clause shall not apply on the interest component of the delayed payment.

Sitka Commosale Private Limited

  
Director



Sitka Commosale Private Limited

  
Director



Page 15 of 21

For Dreamland Holdings Ltd.

  
Director





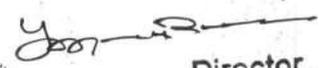
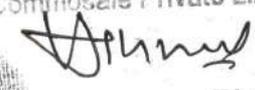
29- **Arbitration:**

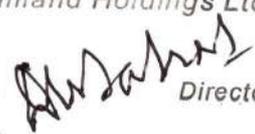
Any dispute, difference, controversy or claim arising at any time between the parties hereto as to the construction, meaning, effect and interpretation of any of the terms and conditions herein contained or touching these presents or determination of any right, duties, liabilities and the obligation of the parties in relation to this agreement shall be referred to sole/single arbitrator mutually nominated by both the Parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force.

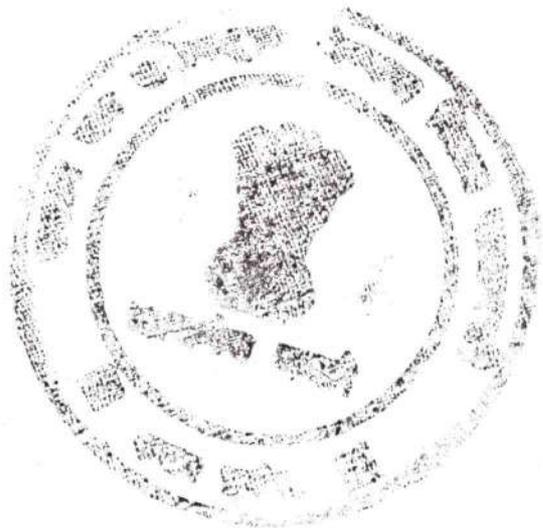
30- **Stamp Duty and Registration**

- i. The stamp duty and registration charges incidental to this agreement shall be borne by the developer only.
- ii. That, if in future or during the progress of the developmental work, the parties find that either there should be some correction, clarification or change in the terms, the same shall be written on a stamp paper of Rs.100/- and such document shall form the part of this development agreement.
- iii. That, the signatories of this deed have been duly authorized to execute this deed from their respective companies vide Board resolution date 03<sup>rd</sup> July, 2020 of the land Owner Company and Board resolution dated 01<sup>st</sup> July, 2020 of the developer company.
- iv. That two sets of this document are prepared, one for the owner and one for the developer and both shall be considered as original. The developer shall keep the document with the large stamp and a copy of thereof on lesser stamp shall be kept by the land owner.

Page 16 of 21

Sitka Commosale Private Limited  
  
Director  
  
SITKA COMMOSE PRIVATE LIMITED  
  
Director  


For Dreamland Holdings Ltd.  
  
Director  

**SCHEDULE-1**

**Particulars of the land above referred to:-**

All that land bearing settlement plot no. 64 having an area of 0.3320 Hectare and Settlement plot no. 65 having as area of 0.5180 Hectare, total measuring 0.85 hectare or 8,500 square meter situated at Village Sehmalpur, Pargana Athgawan, Tehsil Pindra, Distt. Varanasi, bounded as follows: -

East : - Chak Road, thereafter Arazi no. 81.

West : - Main Road

North : - Nali

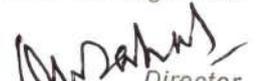
South : - Arazi no. 66 and 78.

Sitka Commosale Private Limited

  
Director



For Dreamland Holdings Ltd.

  
Director



Sitka Commosale Private Limited

  
Director





**IN WITNESS WHEREOF** the parties hereto have executed this Agreement in 2 sets in English Language (each constituting an original) the day and year first hereinabove written.

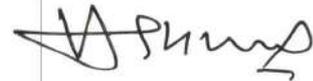
SIGNED AND DELIVERED by the within named **OWNER**

**For M/s Sitka Commosale Pvt. Ltd.**



**Director  
(Yogesh Kumar Agrawal)**

**For M/s Sitka Commosale Pvt. Ltd.**



**Director  
(Vivek Kumar Agrawal)**

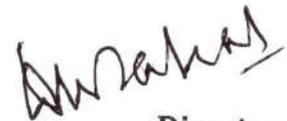
SIGNED AND DELIVERED by the within named **DEVELOPER**

**For M/s Dreamland Holdings Ltd.**

**Sitka Commosale Private Limited**

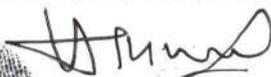


**Director**



**Director  
(Deepak Kumar Bahal)**

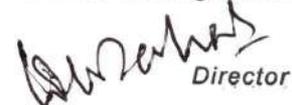
**Sitka Commosale Private Limited**



**Director**



**For Dreamland Holdings Ltd.**

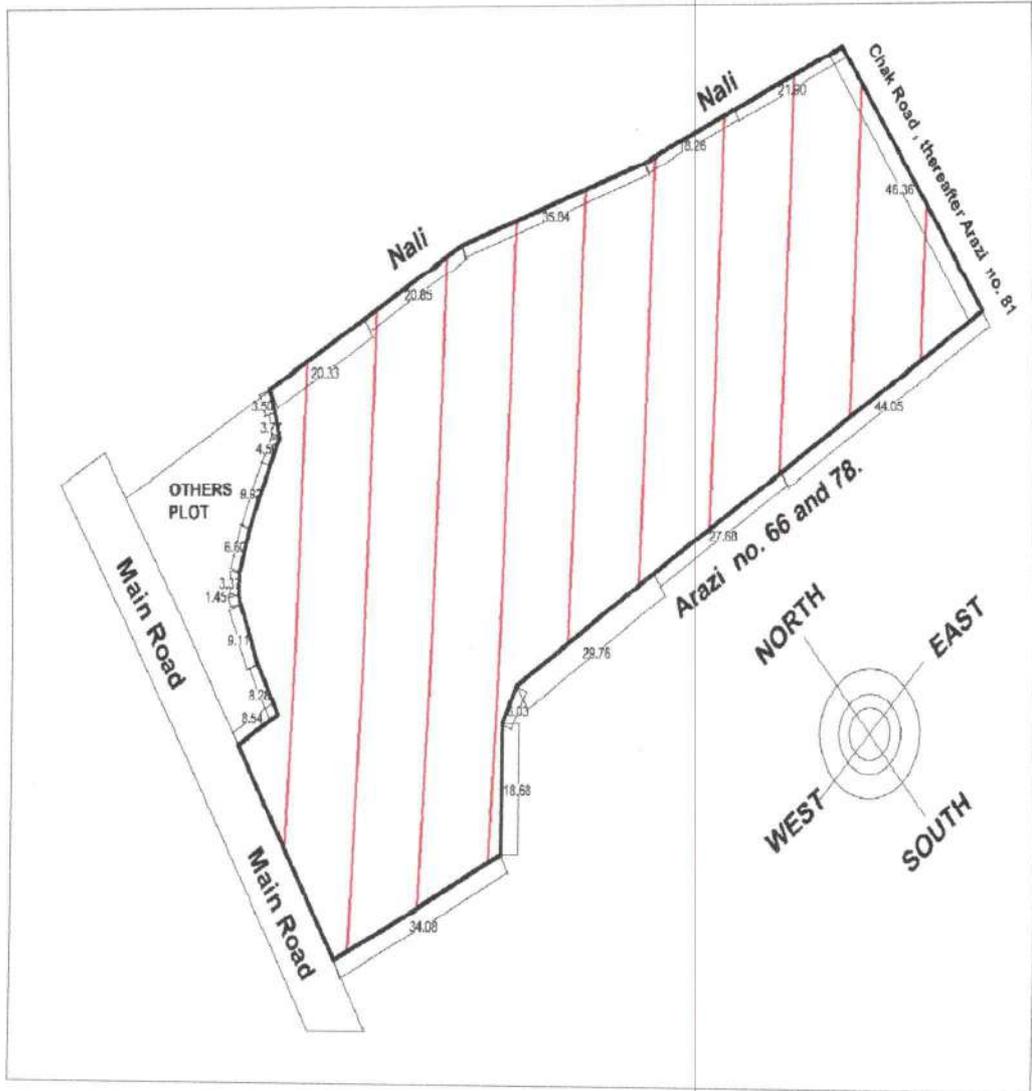


**Director**





**Site Plan of Scheduled Property**



Sitka Commosale Private Limited

Director



Page 19 of 21

Sitka Commosale Private Limited

Director



For Dreamland Holdings Ltd.

Director





**Valuation of the property under valuation as per Government circle rate:**

Land area under agreement 8500 square meters

@ Rs. 20,000/- per square meters = ✓

Rs. 17,00,00,000/-

+ 10% for property having road on two sides:

Rs. 1,70,00,000 /-

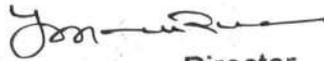
Total Valuation -

**Rs. 18,70,00,000/-** ✓

**Note:-**

1. The property under agreement is non-agricultural non-commercial.
2. The property under agreement does not lie on any road segment notified under the part-2 of प्रारूप- 3 of the circle rate list as prescribed by the District Magistrate Varanasi. However, the said property lies within 200 meters from the center of "Reliance Petrol Pump to Airport Colony" segment of the Varanasi- Jaunpur Highway and has been valued at the rate of non-agricultural land at
3. The property under agreement does not lie within 100 meters of वाणिज्य बहुल गतिविधियां area.
4. The property under agreement does not lie within 100 meters of any वाणिज्यिक संकुल.
5. The property has road on two sides.
6. That the total amount payable to the land owner as per this agreement is Rs. 14,76,73,000/- and the Calculated value of all the specific units to be transferred to the land owner after construction is Rs. 4,98,27,000/- Total being Rs. 19,75,00,000/-.
7. Thus the stamp is being paid on this amount of Rs. 19,75,00,000/-
8. **Stamp be paid = Rs. 1,38,25,000/- through E stamp No. IN-UP15567427025155S dated 09-December-2020**

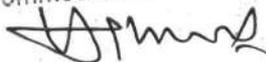
Sitka Commosale Private Limited



Director



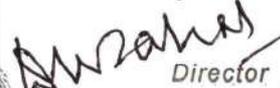
Sitka Commosale Private Limited



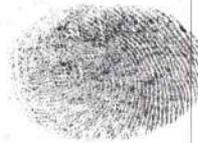
Director



For Dreamland Holdings Ltd.



Director





# Sitka Commosale Private Limited

REGD. OFFICE - D- 59/22-E-1, Shivpurva, Mahmoorganj, Sigra, Aitha, Varanasi - Uttar Pradesh - 221010

Extract of the minutes of meeting held on **03.07.2020** of the Board of Directors of the Company, **Sitka Commosale Private Limited** at Companies Registered office i.e., **D-59/22-E-1, Shivpurva, Mahmoorganj, Sigra, Aitha, Varanasi -UP 221010 INDIA**

**RESOLVED**, that the company has decided to enter into an agreement with M/s. Dreamland Holdings Ltd. for the development of company's land being settlement plot no. 64 & 65 situated in Village Sehmalpur, Pargana - Athgawan, Tehsil - Pindra, District - Varanasi. The Company had earlier entered into a Memorandum of Understanding with M/s Dreamland Holdings Ltd. on 28.03.2018. Now certain terms and conditions, as agreed to between the company and M/s Dreamland Holdings Ltd. have changed, a further development agreement has to be executed between the parties.

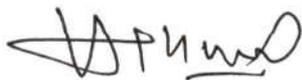
The Board of Directors of the company unanimously further **RESOLVED** and authorize **Mr. Vivek Kumar Agrawal** and **Mr. Yogesh Kumar Agrawal** to decide upon the final terms and conditions of the development agreement and execute the said development agreement with M/s Dreamland Holdings Ltd. under their signatures and under the seal of the company. Also, further **RESOLVED**, that all the documents, applications, agreements etc. to be executed in furtherance of the said development agreement shall also be executed by aforementioned Mr. Vivek Kumar Agrawal and Mr. Yogesh Kumar Agrawal.



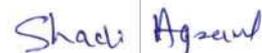
YOGESH KUMAR AGRAWAL  
(DIN: 01237326)



NEETA AGRAWAL  
(DIN: 01237359)

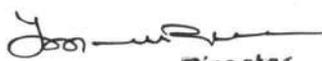


VIVEK KUMAR AGRAWAL  
(DIN: 06911116)

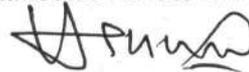


SHACHI AGRAWAL  
(DIN: 06911098)

Sitka Commosale Private Limited

  
Director

Sitka Commosale Private Limited

  
Director

For Dreamland Holdings Ltd.

  
Director




**Dreamland**

**Holdings Ltd.**

Extract of the minutes of meeting held on **01.07.2020** of the Board of Directors of the Company, **Dreamland Holdings Ltd.** at Varanasi office of the company i.e., **D 59/19 A-4 A 0/1, VINAY KUNJ, C-5 CHANDRIKA NAGAR, COLONY, SIGRA, VARANASI - 221010.**

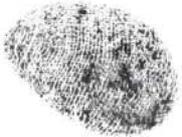
**RESOLVED**, that the Company has decided to enter into an agreement with Sitka Commosale Private Limited for development of company's land being settlement plot n. 64 & 65 situated in Village - Sehmalpur, Pargana - Athgawan, Tehsil - Pindra, District - Varanasi.

Further **RESOLVED**, that the undersigned Directors of the company do hereby unanimously appoint and authorize **Shri Deepak Kumar Bahal**, one of the Directors of the company, to finalise the terms and conditions of the development agreement and also to do all further necessary acts and deeds in respect of the said development agreement and other such further documents, under his signatures and seal of the company.

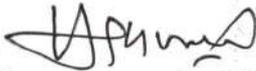
Sitka Commosale Private Limited



Director



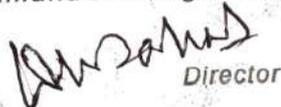
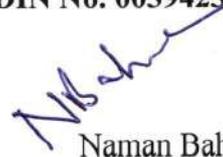
Sitka Commosale Private Limited



Director



For Dreamland Holdings Ltd.

  
Director  
Deepak Kumar Bahal  
(DIN No. 00394232)  
Naman Bahal  
(DIN No. 03400553)  
Nitesh Bahal  
(DIN No. 03417818)

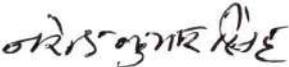


**Witnesses:-**

1- Name: - Mr. Narendar Singh

Father's Name: - Late Brahmdev Singh

Full Address: - B-37/153, A-6, Birdopur, Chhitupur, Varanasi - 221010

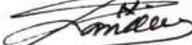
Signature: - 



2- Name: - Mr. Dayanand Pandey

Father's Name: - Ram Baiyash Pandey

Full Address: - B-28/70, Ghasiyari Tola, Madhu Sudan math, Durgakund, Varanasi- 221010

Signature: - 



**Drafted by:-**

**(AMIT VARMA)**  
Advocate  
Civil Courts, Varanasi.  
**Mob. no.:-9919891569**

**Typed by:-**

  
**R.K. Computer**  
Central Bar Building, Shop no. 8,  
Collectrate Court, Varanasi

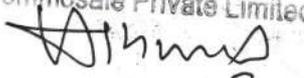
Sitka Commosale Private Limited



  
Director

Sitka Commosale Private Limited



  
Director

For Dreamland Holdings Ltd.



  
Director

आवेदन सं०: 202000995012884

बही संख्या 1 जिल्द संख्या 5316 के पृष्ठ 391 से 438 तक क्रमांक  
6046 पर दिनांक 14/12/2020 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

*Dharmendra Kumar*  
धर्मन्द्र कुमार

उप निबंधक : पिंडरा

वाराणसी

14/12/2020

