



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 1b4d21b223609afdcd1e

Receipt Date : 18-Aug-2021 12:49:37 pm

Receipt Amount : 50/-

Amount In Words : Fifty Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : EastSinghbhum

Stamp Duty Paid By : HULK REALTECH PROJECTS PRIVATE LIMITED

Purpose of stamp duty paid : AGREEMENT

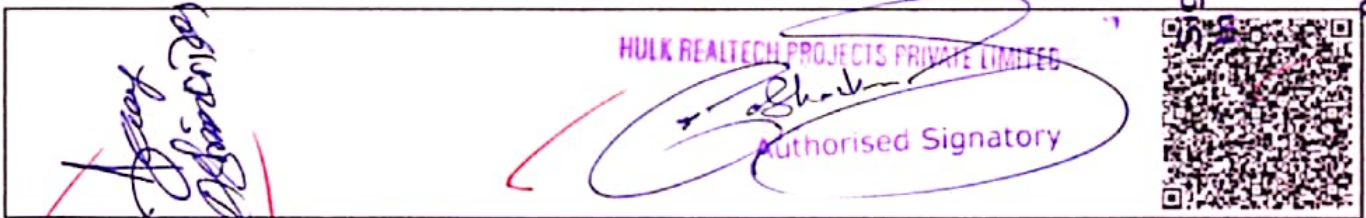
First Party Name : AJAY KUMAR DAS AND ASIM KUMAR DAS

Second Party Name : HULK REALTECH PROJECTS PRIVATE LIMITED

GRN Number : 2107051601



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



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

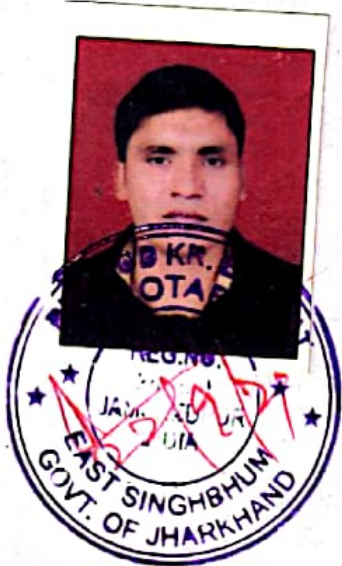
Ajay Kr Das

Asim Kr Das

Signed / Put L.T.I.
In my Presence

Advocate

Date:



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 22nd day of ~~AUGUST~~ ^{Sept.} 2021 at _____ ; Between:

- 1) SRI AJAY KUMAR DAS, (PAN- AOVPD9989G and UID No. 5405 9365 6601) and
- 2) SRI ASIM KUMAR DAS, (PAN- APLPD9683C and UID No. 5954 0825 7565)

Both sons of Late Ramesh Das;





Asim

Asim Das

HULK REALTECH PROJECTS PRIVATE LIMITED

Asim Das
Authorised Signatory

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Signed / Put L.T.I.
In my presence

Asim Das
Date:



Both by faith Hindu, by Caste Kumbhakar, by occupation Private Service, Nationality Indian, both are resident of House No.90, Bara Gamharia, Near Kali Mandir, Bara Gamharia Bagan Para, P.O. Gamharia, P.S. Adityapur, District Seraikella-Kharsawan, State of Jharkhand, Pin – 832108, hereinafter called the "OWNERS/ FIRST PARTY members" of the ONE PART.

A N D

"HULK REALTECH PROJECTS PVT. LTD.", a Company incorporated under the Indian Companies Act, 1956 having its registered Office at Holding No.40, Gurudwara Area, Bistupur, P.O. & P.S. Bistupur, Town Jamshedpur, District East Singhbhum, State of Jharkhand, Pin – 831001, represented by one of its Director namely MR. ROSHAN KUMAR, (PAN – BANPK5950M and UID No.8206 9258 5060), son of Dinesh Sharma, by faith Hindu, by Caste Barahi (Carpenter), by occupation Business, Nationality Indian, resident of H. No.91, Gomti Basti, Near Adityapur Police Station, P.S. Adityapur, District Seraikella-Kharsawan, State of Jharkhand, Pin-831013, hereinafter called the "BUILDER, PROMOTER & DEVELOPER/ SECOND PARTY of the OTHER PART.



In this Development Agreement, the following expression unless repugnant to the context shall have the meaning assigned thereto;

- a) The "Owner/ First Party" means the above named 1) SRI AJAY KUMAR DAS and 2) SRI ASIM KUMAR DAS, includes their respective heirs, successors, legal representatives, executors, administrators and assigns.

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HULK REALTECH PROJECTS PRIVATE LIMITED
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Authorised Signatory

Signed / Put L.T.I.
In my Presence
[Handwritten signature]
Advocate

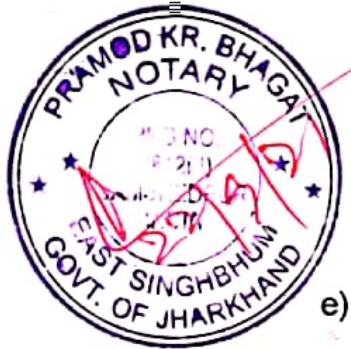
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- b) The "Developer & Builder/ Second Party" means the above named company **HULK REALTECH PROJECTS PVT. LTD.**, including its legal heirs, successors-in-office, legal representatives, executors, administrators and assigns.

- c) The "Immovable property" means ALL THAT piece and parcel of raiyati Homestead land, total measuring an area 8600 Sq.ft. i.e. 19.74 Decimals, being in Portion of New Plot No.1807, recorded under New Khata No.399, corresponding to Portion of Old Plot No.661, recorded under Old Khata No.74 of Mouza BARA GAMHARIA, P.S. Adityapur, Thana No.66, Adityapur NAC Ward No.11, District Sub-Registry Office at Seraikella, District Seraikella-Kharsawan, State of Jharkhand, more fully described in the Schedule 'A' hereunder written, is the subject matter of this Development Agreement;

- d) The "Owner's Allocation" shall mean and include **37% of the constructed area (except the 1st floor)**, consisting of flats, parking spaces etc., to be constructed over the SCHEDULE – A below property, which has been specifically described in the SCHEDULE – B of this Agreement.

- e) The "Developer's Allocation" shall mean and include the remaining **constructed area of 63%**, consisting of flats, parking spaces etc. and including its **entire roof rights**, to be constructed over the SCHEDULE – A below property, more specifically described in the SCHEDULE – C hereunder written of this Agreement.



COMMON FACILITIES AND AMENITIES : shall include staircase, landing, passage ways, vacant areas, pump/ Meter Box room, overhead water tank, other services and amenities.

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HULK REALTY PRIVATE LIMITED
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Authorised Signatory

Signed / Put L.T.I.
In my presence

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Date:

MAINTENANCE : Maintenance of the common facilities shall be the joint responsibilities for all the flat/ unit owners and occupiers, but the maintenance of internal flats and facilities shall be maintained and borne by the individual flats/ units owners.

WHEREAS, the deceased father of the first party members namely Ramesh Das, son of Late Danai Das, during his lifetime, vide a registered Sale Deed, bearing Deed No.3285, Sl. No.3371, dated 05.12.1995, registered at Sub-Registry Office, Seraikella, purchased for valuable consideration amount, all that piece and parcel of raiyati land, measuring an area 0.12 Acre (twelve decimals), being in Portion of Plot No.1807, recorded under Khata No.399 of Mouza BARA GAMHARIA, P.S. Adityapur, Thana No.66, Adityapur NAC Ward No.11, District Sub-Registry Office at Chaibasa, Sub-Registry Office at Seraikella, District West Singhbhum, from its previous lawful owners Prasadi Nandi and others and thereafter the aforesaid purchased property was recorded and mutated in his own name, vide Mutation Case No.342/ 96-97, from the office of the Superior landlord, the State, through the Circle Officer, Gamharia and rent is being paid to the landlord and obtained rent receipt in his own, entered in Volume No.6, Page No.389;



AND WHEREAS, similarly, the deceased mother of the first party members namely Smt. Bisakha Das, wife of Shri Ramesh Das, during her lifetime, vide a registered Sale Deed, bearing Deed No.3286, Sl. No.3372, dated 05.12.1995, registered at Sub-Registry Office, Seraikella, purchased for valuable consideration amount, all that piece and parcel of raiyati land, measuring an area 0.11 Acre (eleven decimals), being in Portion of Plot No.1807, recorded under Khata No.399 of Mouza BARA GAMHARIA, P.S. Adityapur, Thana No.66, Adityapur NAC Ward No.11, District Sub-Registry Office at Chaibasa, Sub-Registry Office at Seraikella, District West

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HULK REALTECH PROJECTS PRIVATE LIMITED
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Authorised Signatory

Signed / Put L.T.I.
In my Presence
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Advocate

Date:

Singhbhum, from its previous lawful owners Prasadi Nandi and others and thereafter the aforesaid purchased property was recorded and mutated in her own name, vide **Mutation Case No.343/ 96-97**, from the office of the Superior landlord, the State, through the Circle Officer, Gamharia and rent is being paid to the landlord and obtained rent receipt in her own, entered in **Volume No.6, Page No.391**;

AND WHEREAS, since the purchase of the aforesaid landed property, aforesaid Ramesh Das and Bisakha Das, had been in peaceful physical possession and occupation over their respective purchased property, within any interruption from any person or concern, by exercising all acts of ownership thereto, till their respective lifetime;

AND WHEREAS, after the death of said Ramesh Das and Bisakha Das, the aforesaid property vested and devolved upon their four daughters namely i) Padmawati Das, ii) Shobha Rani Bera (since deceased), iii) Manju Bera, iv) Asha Choudhury and three sons namely i) Ajay Kumar Das, ii) Ashok Kumar Das and iii) Asim Kumar Das, being the surviving legal heirs and successors, who thus became the joint owners of the aforesaid inherited property of their deceased father and mother Ramesh Das and Bisakha Das, respectively;

AND WHEREAS, sometime in the past, said Shobha Rani Bera, died leaving behind her two sons namely i) Prashant Bera and ii) Sumant Bera, being her surviving legal heirs and successors, with respect to her share in the aforesaid property;

AND WHEREAS, later on said co-owners namely i) Padmawati Das, ii) Prashant Bera, iii) Sumant Bera, iv) Manju Bera, v) Asha Choudhury and vi) Ashok Kumar Das, relinquished their right, title, interest, claim and



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HULK REALTECH PROJECTS PRIVATE LIMITED
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Authorised Signatory

Signed / Put L.T.I.
In my presence

[Handwritten signature]
Advocate

Date:

possession of the aforesaid property and more fully described in the Schedule below, by the execution of NOC-cum-Declaration in favour of their brothers i) Ajay Kumar Das and ii) Asim Kumar Das, the first party members above referred and since then the first party members have been in peaceful physical possession and occupation over the said property, without any let, hindrance or disturbances from any person or concern and are the absolute, lawful and bonafide owners thereof, by exercising all acts of ownership thereto;

AND WHEREAS, the first party members are unable to look after, manage and maintain the said land, at all times personally, due to their occupational needs and therefore they are desirous to develop and/ or construct multistoried building and/ or building project over the said plot of land through reputed builder/ developer;

AND WHEREAS, having come to know the intention of the first party members, the second party approached the first party members and offered to develop and/ or construct a residential multistoried building over the said plot of land and having discussed in all matter relating to construct and distribute of the proposed residential multistoried building together with parking spaces and other affairs of the proposed building project, the first party members have been pleased to grant and offload the total development work to the second party;

AND WHEREAS, the parties hereto have voluntarily agreed to execute a proper deed of Development Agreement to avoid any dispute or misunderstandings and/or legal complications between the parties, their heirs, successors, successors-in-office, administrators, legal representatives etc. at any point of views and on such terms hereinafter appearing as follows :-



[Signature]

[Signature]

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HULK REALTECH PROJECTS PRIVATE LIMITED

[Signature]
Authorized Signatory

Signed / Put L.T.I.
In my Presence

[Signature]
Advocate

Date:

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS :-

- 1) That the developer/ builder/ second party shall construct a **residential multistoried building** as per plan to be sanctioned and approved by the authority concerned.
- 2) That the second party shall prepare the building plan through an Architect, Civil Engineer or Planner, along with supporting plans such as Structural, Electrical, Sewerage etc. and shall arrange to get such plan or plans sanctioned through the appropriate authority.
- 3) That the plan/s so prepared, if requires during or after sanctioned of building plan by the authority, may be modified, revised and/ or altered as per requirement and/ or for feasibility of the proposed project being brought in knowledge of the first party members and having an agreement made for the same.
- 4) That after execution of this Development Agreement, the first party members shall execute a General Power of Attorney, in favour of **MR. ROSHAN KUMAR**, son of Dinesh Sharma, one of the **Director** of "HULK REALTECH PROJECTS PVT. LTD.", the second party above referred and the said General Power of Attorney shall be irrevocable.
- 5) That after passing the building plan and getting approved electric requirement from the competent authority, the second party shall forthwith start construction of the proposed building over the said land and will complete the proposed construction within **3 (three) years and with 6 (six) months grace period** in normal situation from the date of ground breaking ceremony. The period of construction may be delayed



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HULK REALTECH PROJECT PRIVATE LIMITED
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Authorised Signatory

Signed / Put L.T.I.
in my presence

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Date:.....

on the ground of natural calamities, Earth Quack, Civil War, Riot, Acute shortage of building materials, labour unrest, Act of God and/ or situation beyond control of the human being.

- 6) That after completion of the proposed building the builder/ developer/ second party shall deliver **37% (except the 1st floor)** of the constructed area, consisting of flats, parking spaces etc., to be constructed over the Schedule 'A' below land, together with undivided proportionate share in the Schedule 'A' below land, along with and other common utility services, advantages, amenities, privileges etc. **and Rs.2,00,000/- (Rupees Two lakhs) only (which is none refundable)**, against the full and final value of the schedule 'A' land and the same shall be treated as the owner's share/ allocation, more specifically described in the **schedule 'B' hereunder written** and the remaining constructed area i.e. save and except the owner's allocation, the second party will be entitled to sell and dispose off its/ their share i.e. **63%** of the proposed building, consisting of flats, parking spaces etc., **including its entire roof rights** i.e. developers' allocation, described in the **schedule 'C' hereunder written** and other common advantages, privileges, utility services, amenities etc. shall be deemed to be Developer's Allocation to the various buyers at its/ their choice and discretion for which the first party members shall have no objection to it.



- 7) That the first party members do hereby declare and covenant :-
- a/ They are the lawful owners of the schedule 'A' below property and there are no other co-owners, co-sharers in this property.
- b/ Prior to execution of this Development agreement the first party members have not sold or transferred or conveyed the schedule 'A'

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HULK REALTECH PRODUCTS PRIVATE LIMITED
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Authorised Signatory

Signed / Put L.T.I.
In my presence
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Advocate
Date:

below property or part thereof to any party person or concern, nor entered in any similar Agreement with anyone else and the same is free from all encumbrances, charges, mortgages, litigations or pending suit/ case in any court or office.

- c/ The first party members hereby assure the second party to extend all their co-operation for the development of the said building and for disposal of the proposed flat/s, units, parking spaces falling to the share of the second party to the intending buyers or parties. If required the first party will join in all the Sale Agreement/s as a confirming party to be executed by the Developer in favour of the prospective purchaser/s of the Flat/ unit in proposed building.
- d/ The first party members hereby undertake that, they shall be mutated the Schedule 'A' below landed property, in their joint names, from the office of the Superior Landlord, the State of Jharkhand, through the C.O., Gamharia.

8) THAT THE DEVELOPER/ SECOND PARTY HEREBY DECLARES AND COVENANTS:

- i/ that the second party, together with its Directors will be entitled to enter agreement/s with various intending buyers and to receive booking amount, installations, part or full payments from such buyer/s or transferees, lessees, in case of lease, against construction and disposal of the proposed flats/ units etc. falling to its/ their share i.e. Developer's Allocation, save and except the owner's allocation and shall take all responsibilities for construction of the proposed multistoried building.
- ii/ The expenses that may be incurred towards preparation of building plan, passing of such plan or plans, payment to architect, civil engineer,



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HULK REALTECH PROPERTIES PRIVATE LIMITED
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Authorised Signatory

Signed / Put L.T.I.
In my presence
[Handwritten signature]
Advocate

Date:

labours, workmen, guard, purchase of building materials, fixtures, fittings, installation and/or other service connection to be installed therein, documentation, any miscellaneous charges, levied, fines, penalties imposed by Municipality or any other authorities during the construction of the said building to be fully borne by the second party only.

iii/ the second party shall arrange for proper water line, fixtures, fittings, installations of electricity as per specification enclosed.

iv/ the second party shall take all responsibilities towards construction of proposed building and in case of any accident or incident or damage occurs during the period of construction and/ or any dispute or proceedings arises or arise in between the second party and other buyers, or any concern etc., in such event the first party members shall no way be liable or questionable for such incident, occurrence, event or proceedings. However, if any disputes arise with regards to title of schedule 'A' land, the first party members will protect the interest of the second party.



v/ the second party/ builder shall arrange to install fire extinguisher and/ or extinguish system in the proposed multistoried building.

vi/ the second party/ builder shall be paid a sum of **Rs.15,00,000/- (Rupees Fifteen lakhs) only**, to the first party / owners, as an advance/ interest free security deposit, in the following manner:-

- 1/ **Rs.5,00,000/- only, at the time of execution of this Development Agreement.**
- 2/ **Rs.10,00,000/- only, after succession mutation of the Schedule 'A' below landed property, in the name of the first party members.**

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HULK REARECTH... PRIVATE LIMITED
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Authorised Signatory

Signed / Put L.T.I.
In my Presence
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Date:

Be it mentioned that out of the aforesaid advance amount **Rs.13,00,000/- (Rupees Thirteen lakhs) only**, shall be refundable or adjustable from the owner's allocation and **Rs.2,00,000/- (Rupees Two lakhs) only**, shall not be refundable or adjustable from owners allocation.

9) THAT BOTH THE PARTIES HEREBY DECLARE AS FOLLOWS :

- a/ neither first party members and/ or the second party shall sale and transfer the proposed respective allocation to any or more party or parties, as per their discretion.
- b/ the parties shall be fair and honest and none of the parties shall cheat, deceive and deprive the other, the deprived party shall have right to take the shelter of law in proper court of law or through recourse to law.
- c/ the parties put and render their sincere efforts for the grand success of the proposed project, which however shall never be constituted any partnership between the parties.
- d/ the second party shall or may publish in news paper or any media for disposing of its/ their area, i.e. the Developer's Allocation to the intending buyers or parties, The second party shall or may raise funds from the intending buyers or any party and/ or financial institution at their discretion and risk.
- e/ in case it transpires that the premises mentioned in the schedule 'A' hereunder written is not free from all encumbrances, charges or liens and there by any suit or case and/ or defect title of the first party members, in that event the first party members shall be fully liable to the second party and shall be bound to make good of all compensation or damages, that



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HULK REALTECH PROJECTS PRIVATE LIMITED
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Authorised Signatory

Signed / Byt L.T.I.
In my Presence

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Adrogate

Date:

may be incurred to get the said premises perfect and clear in the eye of law and/ or proper court of law and such amount shall be deducted or adjusted against owners' allocation.

f/ the second party/ Developer shall not kept any portion of owners allocation constructed area of 37% in his custody for claiming the paid amount of **Rs.13,00,000/- only**, which shall be the liability of the first party/ landowners to hand over the same amounts cheque to the second party/ Developer for the secure of the said payment. And it has mutually decided that the surplus constructed area shall charged or decreased constructed areas shall be charge from either parties.

g/ that it has mutually decided that if in case further floor proposed to be develop over the sanctioned or approved plan in that case the first party/ landowners shall take the same ratio of constructed area.

h/ the parties hereto shall save harmless and keep indemnified each other against any loss, damage, incident suit or proceedings.

i/ the parties may alter or amend any terms of this Development Agreement and/ or to include any further terms therein, if found necessary with the written consent of the other party only.

j/ the parties hereof including their respective heirs, successors-in-office, administrators, legal representatives and/ or persons claiming through or in trust of them shall comply, honour and abide by all terms of this agreement.

k/ all disputes and differences arising out of this agreement between the parties regarding interpretation of terms and conditions herein contained



[Signature]

[Signature]

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HULK REALTECH PROJECTS PRIVATE LIMITED
[Signature]
Authorised Signatory

Signed / Put L.T.I.
in my presence
[Signature]
Date:

may be referred to arbitrator under the provision of Indian Arbitration and Reconciliation Act, 1996.

l/ the **Court of Seraikella** alone shall have jurisdiction to try and reaction in all actions, its proceedings, arising out of this Agreement.

m/ the schedule 'A' below land is not belonged to S.T., B.C. does not comes under the Khashmahal and the land does not related to the Temple, and/ or religious places and the Seller does not violate the section 46 (l) a & b of Chhota Nagpur Tenancy Act, 1908 and this is not Govt. land and there is no violation of the Section 22 A of Indian Registration Act, 1908, the land situated in Urban Area.

Be it mentioned that the owners' allocation and builders' allocation shall be prepared in the other sheet with respect to the proposed multistoried building, which will be treated as a part of this Indenture.



SCHEDULE : 'A'

(Description of the entire land)

ALL THAT piece and parcel of raiyati Homestead land, measuring an area **8600 Sq.ft. i.e. 19.74 Decimals**, being in **Portion of New Plot No.1807**, recorded under **New Khata No.399**, corresponding to **Portion of Old Plot No.661**, recorded under **Old Khata No.74 of Mouza BARA GAMHARIA**, P.S. Adityapur, Thana No.66, Adityapur NAC Ward No.11, District Sub-Registry Office at Seraikella, District Seraikella-Kharsawan, State of Jharkhand; which is bounded by:

North: Plot Nos.659, Nij;
South: Soren Kaibartya;
East : Road;
West : First Party/ Owner's Nij.

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HULK REAITECH PROJECTS PRIVATE LIMITED

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AUTHORISED SIGNATORY

Signed / Put L.T.I.
In my Presence

[Handwritten signature]
Advocate

Date:

SCHEDULE : 'B'

(Description of the property of Owner's allocation)

Share of construction area to be delivered and handed over by the Developer to the owners/ first party members:-

ALL THAT proposed constructed area viz.37%, consisting of flats, parking spaces etc. and other right in the common stairways, landing, ingress, egress, services, amenities, lift etc., and undivided proportionate share of land, out of the proposed entire construction to be done or executed over the schedule 'A' above land.

SCHEDULE : 'C'

(Description of the Builder's allocation)

Area of constructed building to be kept and/or hold and/or shall be deemed to the property of the second party:-

ALL THAT remaining 63% of the constructed area, consisting of flats, parking spaces etc. and including **its entire roof rights** etc. and other right in the common stair ways, landing, ingress, egress services, amenities and lift etc. and undivided proportionate share of land, out of the entire proposed construction to be done or executed over the schedule 'A' above land.



IN WITNESS WHEREOF both the parties have hereunto set their respective hands, on this Development Agreement, on the day, month, year and place first above written.

WITNESSES:

1. *पुनर्वती*

2. *Maheesh Kr. Singh*

Jayashree Das

SIGNATURE OF THE 1ST PARTY/ OWNERS

HULK REALTECH PROJECTS PRIVATE LIMITED
Audhish Singh
Audhish Singh

SIGNATURE OF THE 2ND PARTY/
BUILDER & PROMOTER

Signed / Put L.T. /
In my Presence

Advocate

Date:



Attested the Signatures of the
Executant/Executants, who Signed/
Put L.T.J. in my Presence of Sd/-
..... Advocate
District Court, and also
identified by him.

22/9/21
Pramod Kr. Bhagat
NOTARY
E. Singhbhum, J.S.R