### **Dhanbad Municipal Corporation**

### **Certificate For Empanelled Builder**

Entity Name : SMRITI DEVELOERS Enrolment Number : DEV/2042/0011/2023

Category of Entity : Partnership Firm Enrolment Date : 08/04/2023

CIN Number : DEV/2042/0011/2023 Registration Number : DEV/2042/0011/2023

Establishment Year : 2023 Issue Date of Registration Number : 06/04/2023

Address : G-16, Madhuri Palace, Bartand, Dhanbad, Phone Number : 7004149095

Jharkhand 826001

This is to declare that **SMRITI DEVELOERS** having enrolment number **DEV/2042/0011/2023**, has been successfully registered with us with satisfactory compliance of registration criteria and to certify that registration number **DEV/2042/0011/2023** has been allocated to you as empanelled **Partnership Firm** under this local body to act as authorized **Partnership Firm** for conducting its activity as per its MOA (Memorandum of Association).

The validity of this certificate is subject to meeting the terms and conditions as specified under Annexure-I of Jharkhand Building Bye-laws 2016 and renewal of validity period of this certificate.





# Government of Jharkhand

# Receipt of Online Payment of Stamp Duty

## NON JUDICIAL

Receipt Number: 750599d0e1504655c289

Receipt Date: 12-Dec-2022 04:40:13 pm

Receipt Amount: 100/-

Amount In Words: One Hundred Rupees Only

Token Number: 20220000146849

Office Name: SRO - Dhanbad

Document Type : Development Agreement

Payee Name: MS SMRITI DEVELOPERS REP BY ITS

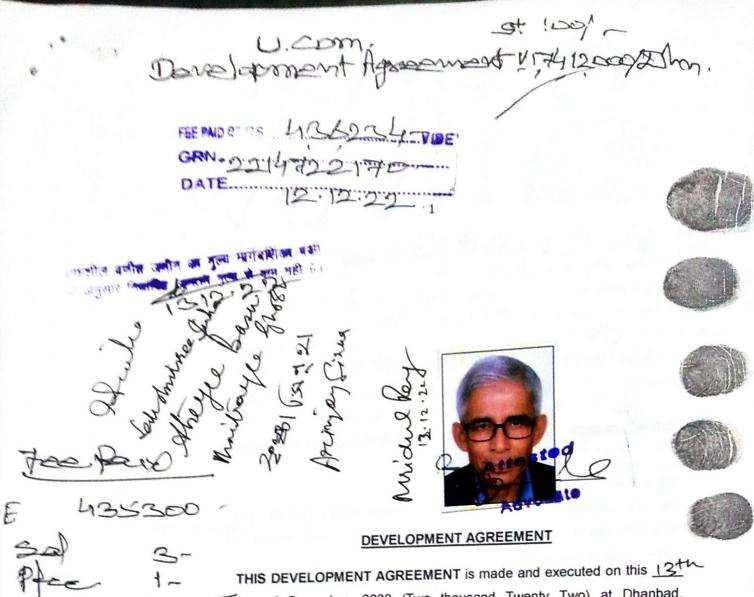
PARTNER MRIDUL ROY ( Vendee )

GRN Number: 2214722072



न्यसन व्यवस्य 21 के असीन और कारोप्कान	or Office Use : 3 3 5
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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 मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।



THIS DEVELOPMENT AGREEMENT is made and executed on this 127 day of December, 2022 (Two thousand Twenty Two) at Dhanbad, Jharkhand, BETWEEN:

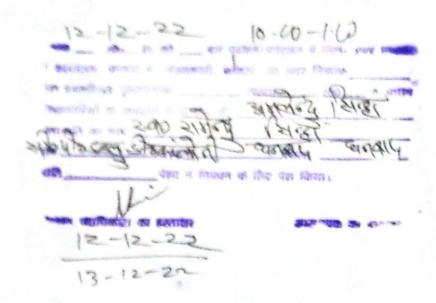
1.SRI AMALENDU SINHA (Adhar No.xxxx xxxx 7312 & PAN :

AFWPS7950L) son of Late Ramendu Sinha, by category General, by occupation Business, resident of Opp. CPWD Colony, Near CMPF Office Dhanbad, 2. SMT. LAKSHMISREE SINHA (Adhar No.xxxx xxxx 0348 & PAN: DBZPS0665G) wife of Late Dipendu Sinha and D/o Late Ramendu Singh, by category General, by occupation Housewife, resident of Flat 38, 11, Hindustan Park, Sarat Bose Road, Kolkata, 3.SMT. ATREYEE BASU (Adhar No.xxxx xxxx 2314 & PAN: CBFPB9869J) wife of J.P.Basu and D/o Late Ramendu Sinha, by category General, by occupation Housewife, resident of 3A, Radha Kanto Jew Street, Shyambazar Mail, Kolkata, West Bengal, 4.SMT. MAITRAYEE GHOSH (Adhar No.xxxx xxxx 6387 & PAN:

category General, by occupation Housewife, resident of 4A, Panditiya Road, Sarat Bose Road, Kolkata, West Bengal, 5.SMT. KRISHNA SINHA

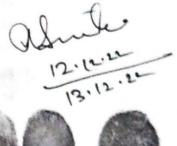
ALFPG9189A) wife of Swapan Ghosh and D/o Late Ramendu Sinha, by

(Adhar No.xxxx xxxx 2082 & PAN : EIQPS2123J) wife of Late Krishnendu





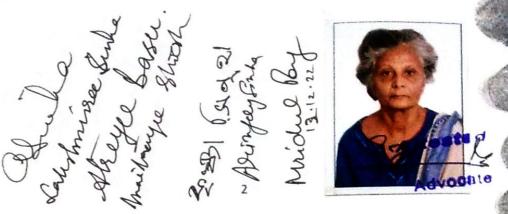












Sinha, by category General, by occupation Housewife, resident of H.No.43, Near Shiv Mandir, DGMS Colony, Police Line, Dhanbad, Jharkhand, 6. SRI ARINJOY SINHA (Adhar No.xxxx xxxx 2954 & PAN: DRCPS6191N) son of Late Krishenendu Sinha, by category General, by occupation Business, resident of H.No.43, Near Shiv Mandir, DGMS Colony, Police Line, Dhanbad, Jharkhand, hereinafter called the LAND OWNERS: (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, administrators, legal representatives and assigns) of the FIRST PART:

#### AND

M/S SMRITI DEVELOPERS (AEWFS2475R), a partnership firm and having its registered office at G-16, Madhuri Place, Bartand, Dhanbad, Jharkhand, represented by one of its Partner SRI MRIDUL ROY (Adhar No.xxxx xxxx 0796) son of Late Manik Roy, by faith Hindu, by Category General, by occupation Business, resident of Bhupendra Shanti Apartment, Jai Prakash Nagar, Dhanbad, Jharkhand, hereinafter referred to as the DEVELOPERS/ PROMOTERS/ BUILDER/ SECOND PARTY: (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, administrators, legal representatives and assigns) of the OTHER PART:

WHEREAS the first parties are the heirs and successors of Estate of his deceased Smt. Satyabati Sinha wife of Late Anukul Chandra Sinha, who was owner of the landed property purchased by virtue of sale deed No.407 dt.19.01.1953 from Mangru Roy wife of Late Chetu Roy, R/o Hirapur, Dhanbad, entered in the record of sub registry office Dhanbad as Book No.1, Volume No.5, Page No.292 to 295, in the year 1953, the land is situated under Mouza HIRAPUR, No.7, Khata No.21, Plot No.1216, measuring an area 15.67 decimals of land, after purchase she mutated her name in the record of revenue and paid rent under Jamabandi No.399,



She constructed the house over the said land and recorded in register II, vide Volume No.101 and Page No.60.



AND WHEREAS Smt. Satyabati Sinha died leaving behind two sons namely Ramendu Sinha (since deceased) and Krishnendu Sinha (since deceased) and two daughters namely Smt. Nilima Sinha (died unmarried issueless) and Smt. Anima Sarkar (since deceased) wife of Sri Bansi Badan Sarkar as legal heirs and successors of the property.

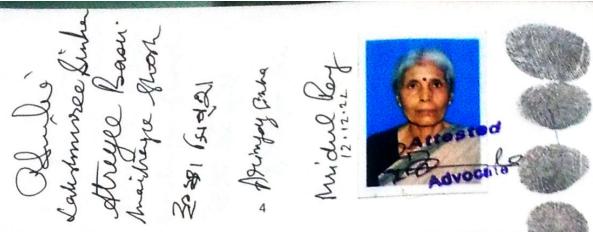


AND WHEREAS after the death of Satyabati Sinha her legal heirs and successors have mutated their name in the record of revenue vide mutation order case No.356/R27 2019-20 dt.01.07.2019 and stand in the name of (1) Lakshmisree Sinha wife of Late Dependu Sinha (2) Maitrayee Ghosh (3) Atreyee Basu (4) Amlendu Sinha (5) Smt Krishna Sinha wife of Late Krishnendu Sinha R/o CPWD Colony, Dhanbad, the revenue authority has also issued registered II on 05<sup>th</sup> July 2022. The first party no.4 Amalendu Sinha paid Holding Tax up to 2018-19 dt. 23.03.2019 vide Holding No.0280001158000A1 within DMC ward No.28.

AND WHEREAS there are some other co-sharers of the property have relinquished their rights, title and interest and possession over the said property in favour of their own blood relation who are the first parties of this agreement and to avoid future complication.

AND WHEREAS the Developer has requested the land owners to allow him to develop the said property and on the negotiation made between the parties hereto the landowners have agreed to the proposal and to authorize the developers to develop the Schedule 'A' below mentioned lands for constructing a new multistoried building on the ownership basis.

AND WHEREAS the developer has agreed to develop the said land to construct a multistoried building for residential purpose with object of selling flats etc. in the said multistoried building commonly known as RAMTARU NIWAS



AND WHEREAS the first parties are desirous to develop their land described in the schedule 'A' below through the second party and to avoid all misunderstanding, if any, between the parties including their heirs and successors-in-office, the parties hereof have jointly agreed to execute a Deed of Development agreement in respect of the said land on such terms hereinafter appearing.

AND WHEREAS it is decided by the parties hereto that land owners will get 40% of total constructed area and rest 60% constructed area will be given to Developer/builder.

AND WHEREAS the consideration of the land owners have agreed to entrust to the builder for the development of their land fully described in the schedule and construction of the said multistoried building at the said premises and in connection therewith, authorizing the developers to exercise the rights, powers, privileges and benefits of the owners and the owners will execute a power of attorney to his favour for the purpose of transferring, selling conveying and/or assigning the developer's portion of the proposed building for the said purpose for signing and executing all writing, agreements, conveyances and or other transfer documents and perfecting such deeds and developments and writing by requisition thereof. The builder Co. is agreed to pay the advance amounts to the members of the first parties.

AND WHEREAS it is mutually decided that the second party builder Co.will pay total Rs.2 crore (Rupees two crore) only for the share of 40% of constructed area to the members of the first parties hereto and out of which Rs.1,14,50,000/- (Rupees one crore fourteen lacs fifty thousand) only will be given to first party members as an advance of this agreement and the first parties will distribute the said amount among themselves in the light of ratio of 40% of their share.

AND WHEREAS Rs.25,00,000/- (Rupees Twenty five lacs) only will be transferred to Lakshmisree Sinha wife of Late Dipendu Sinha out of the



above said Amount of Rs.1,14,50,000/- as a full and final settlement of her share and all other land owners have no objection regarding the said payment to Smt. Lakshmisree Sinha.

AND WHEREAS one of the first party member Arinjoy Sinha son of Late Krishnendu Sinha and Smt. Krishna Sinha will get one 2 BHK Flat measuring an area 1000 Sq. ft. S.B. Area (approximately) within the share of 40% of land owners. The Land owners will get total 40% of constructed area which is equivalent to 6840 Sq.ft. in all respect. The remaining area of 1750 Sq.ft. or Rs.57,50,000/- (Rupees Fifty seven lacs fifty thousand) only will be given after completion of the Apartment or handing over the flat(s) to land owners as per their preference AND

Property/Land: Shall mean all that land 15.67 decimals (or to with its current boundary wall) described in Schedule 'A' hereunder written.

Owner's Allocation: Shall mean and include 40% share out of the total constructed area to be distributed in each floor to the owners or on mutual consent the floor may changed.

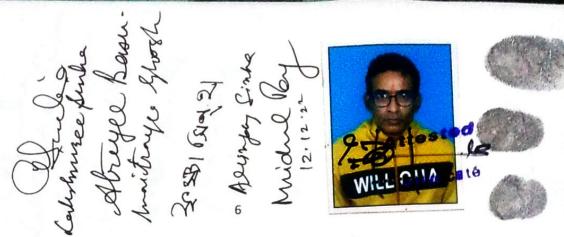
Developer's Allocation : Shall mean and include the remaining 60% constructed area.

Common facilitied & Amenities : Shall mean and include stairways, passage-ways, pump rooms, elevators, overhead water tanks, vacant roof unless otherwise indicated.

Commencement : This Agreement shall	commence on and effect from the
Date of Ground breaking dated	no repelle and recover dispersely

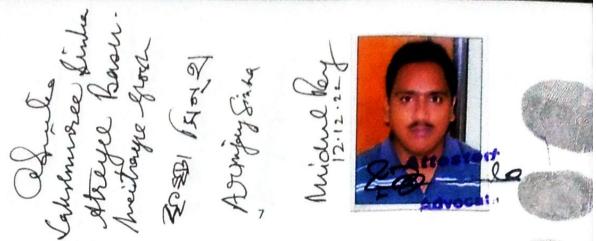
NOW THIS DEED OF AGREEMENT INCLUDING ALL THE TERMS AND WITNESSETH:

 That the promoters/Developer shall get the building plan prepared through any reputed Engineer/Architects or Planner along with supporting plans such as structural plan, electrical plan, sewerage plan



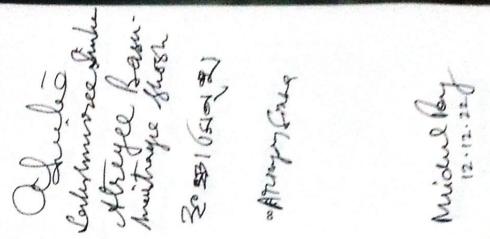
etc. and shall get duly approved by the appropriate authority at its/theirs own cost and expenses.

- That the plan so prepared, if required during or after sanction may be modified revised and/or altered according to promoters choice or the need as may so occur in future for feasibility of the project in consultation with and consent of the land owners.
- 3. That soon after passing the building plan by the authority the promoters/Developer shall forthwith start construction of the proposed building and complete the same strictly in accordance with the plan with all fixture, fittings and installation within 36 (thirty six) months from the date of sanction of approval of plan by the competent authority.
- 4. That, after completion of the total building, the builder shall hand over the ready and complete 40% of the constructed area including flats and parking area in all respect of proportionate to the area of the land of the first parties which is described in schedule 'A' below, in case of shortage of parking space the said shortage will be compensated from the land owners allocation.
- 5. That the remaining 60% constructed area excluding the owner's allocation shall be transferred/sold to various intending buyers by way of recognized mode of conveyance by the second party without any objection and concern of the first parties.
- 6. That the second party during the course of completion of the building shall be at liberty to receive advance or full payments of the flats and services falling on its/their share from the respective buyers at any time according to its/their own convenience/need.
- 7. That the first parties shall execute and register the General Power of Attorney in favour of the second party in respect of the land (more fully described in the Schedule 'A' below) for the construction of the residential building by the second party and to receive installments, call money/ price of the flats falling to the share of second party from respective intending buyers either in full or any installments and having power to get the building plan approved, to supervise the construction

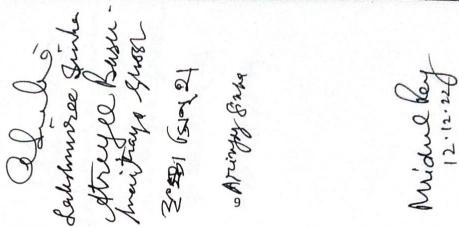


at site and in general to manage the affairs of the building/land including right to protect and defend their legal interest, title, its final disposal or completion of the project in all respects.

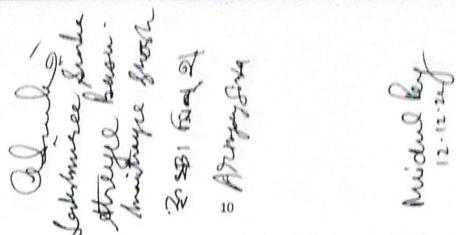
- 8. That in case of any legal litigation raised by the third parties regarding land, it shall be referred to land owners exclusively for clearance of the litigation whatsoever, and under no circumstances the developer should be involved in such litigation.
  - (i) That, in case such legal litigation prolongs for more than two calendar months causing break in development work and holding the builder from progress in the said project, a real estate arbitrator may be jointly appointed by the first and second parties to determine the cost of investment on the said project which may be recovered from the owners by the developers.
  - (ii) The first parties will not raise any dispute with the developers regarding their share as the allotment of shares of the owners allocation will be done by discretion of the second party/developers.
- 9. That the first parties/owner's will not be liable or be held responsible for any accident, untoward incident, court cases etc. which may occur during the construction activities in respect to the developers project. The developer will be solely responsible and liable for the same and indemnify the owner in case of such eventuality or happening.
- 10. The first parties will neither indulge nor interfere with the matters of the building affairs. The construction of the building shall be whole and sole liability of the second party.
- 11. The first parties shall not sell their flats falling to their share during the construction of the proposed building, they are only entitled to do so only after taking handover from the second party or after allocation of their share in shape of Flat (s).



- 12. The First parties shall handover all original documents regarding land to the second party. The second party shall deliver the certified copies of the sale deeds to first party.
  - THAT THE FIRST PARTY/OWNER DOES HERE BY DECLARE AND CONVENANT.
- 13. The first parties are the exclusive owners of all that land described in the schedule 'A' below and there is no other co-owners or co-sharers over the said land except them.
- 14. Prior to execution of this agreement, the first parties have not transferred the said land to any party or entered in any other agreement with any other party and the same is free from all encumbrances, charges or litigations and attachments.
- 15. The first party shall sign the building plan, other required documents for the interest of the proposed building project and for transferring the proposed flats to the intending parties at the cost of the prospective buyers and the second party.
- 16. The first parties shall execute a General power of attorney in favour of the second party in respect of their respective land on such terms as the party may mutually agreed upon.
- 17. The first parties hereby assures the Second party to extend all their co-operation for the development of the said land and for disposal of the proposed flats falling to the share of the second party to intending parties or buyers.
- 18. The first parties shall pay the proportionate charges falling to their share for electric meter, generator and common maintenance i.e. salary for security guard, sweepers, caretakers etc. in the proposed building after handover.
- 19. After taking hhandover of the flats falling to the proportionate share, the first parties will never use the flats other than the residential purpose. THAT THE DEVELOPERS/SECOND PARTY HEREBY DECLARE AND CONVEYANTS.



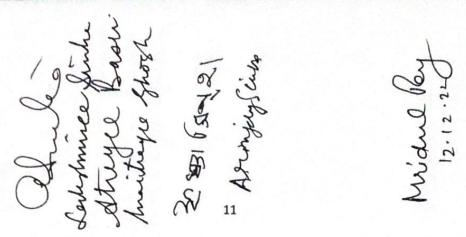
- 20. The Second party shall construct the proposed building as per approved plan from the proper authority Dhanbad Municipal Corporation/Jharkhand Real Estates (R & D).
- 21. The Second party shall arrange for water, electricity etc. in the proposed building.
- 22. The Second party shall use all standard quality of building materials and fittings.
- 23. The Second party shall be entitled to enter in agreements with the intending buyers and to receive installments, call monies and part consideration amounts and/or full payments from such intending parties against construction and disposal of such flats, parking and services, falling to their shares save except the owner's allocation.
- 24. Be it mentioned that the second party shall not dispose of or transfer the flats and parking (open space) falling to the 40% share of the first parties.
- 25. The second party shall supervise the construction and shall appoint, Architect, skilled or unskilled labors other experts in civil construction and shall pay them remunerations and to discharge them as and when necessary.
- 26. Whatsoever expenses that may be incurred towards construction of the proposed building including payments to labours, purchase of materials and other fittings install services etc. shall be borne by the second party.
- 27. The Second party shall complete the proposed construction within 36 (Thirty six) months from the date of approval of plan by the authority. The construction may be delayed with grace period of six months subject to reason and cause of act of God, natural calamities, riots, war, strike (unavailability of building materials or labours/masons) and such other reasons beyond control or reach of the human being unless otherwise the developer will pay some compensation for undue delay made by second party.



 The second party shall take all responsibilities for construction of the proposed building.

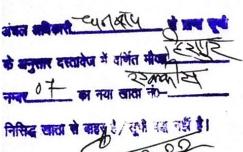
THAT THE FIRST PARTY AND SECOND PARTY DO HEREBY DECLARE AND ADMDIT AS FOLLOWS:

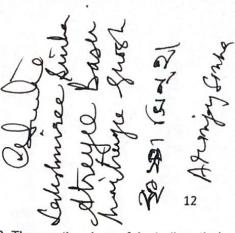
- Neither of the parties shall sell and transfer the share of the proposed construction of other to any party or parties.
- 30. That, the second party/developer will positively construct the said apartment as sper specification and approved plan of the apartment by the competent authority within 3 (three) years from the date of approval of the plans by the DMC/JRERA for the said construction over the schedule land of this agreement. The developers shall insure that the processes of approval of plan by DMC/JRERA/FIRE BRIDGE Deptt. Shall not to be or more than six months Developer. The time of completion may be extended due to force major or other unavoidable circumstances.
- 31. That, owner hereby given permission to Developer to enter the said property for the purpose of development and construction of the multistoried building.
- 32. No construction shall be done beyond approval of the building plan. In case the second party obtains the approval of any further floor, in that event the second party may construct on the vacant floor at their discretion and risk and shall be liable to hand over to the first parties newly constructed area amounting to 40% of the whole construction.
- 33. The parties shall be fair and honest to terms of this development agreement.
- 34. The parties shall put their sincere efforts for the success of this project, which however shall never constitute or deemed to be constituted any partnership between the parties.
- 35. The electricity power connection in the proposed building from government as may be installed shall be borne by the flat buyers and the first party thereof in proportionate to their share in the proposed building. However, the common building electrification shall be

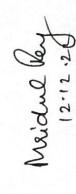


provided by the developer/second party for operation of common lighting water pumps, elevators etc.

- 36. The second party shall construct the proposed building as per specification enclosed and annexed with this agreement. For any other extra work or alteration or modification other than specification or replacement of fittings, such extra cost shall be born by the flat buyers and the first parties.
- 37. To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for the said flat/Unit/Apartment and proportionately for the new building and/or common parts/areas and wholly for the said flat/Unit/Apartment and/or to make deposits on account thereof in the manner mentioned hereunder to the Developer and upon the formation of the Holding association to such Holding organization. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the said Flat/Unit/Apartment has been taken or not by the Purchaser/Land owners.
- 38. The second party shall make advertisement by way of publication in newspaper or through media to dispose of the developer's allocation to the intending parties.
- 39. The second party shall be entitled to raised fund from the intending buyer(s) or through any financial source at their risk. The builder will liable to pay taxes to State/Central Govt. if any applicable for the proposed multistoried building.
- 40. The parties hereto shall save harmless and keep indemnified to each other against any loss/damage/incident suit or proceedings.
- 41. In case any of the parties expires during the period of construction or before the completion of the project as stated herein, the legal heirs of such deceased shall be substituted in place of the deceased.
- 42. The parties may alter or amend any term of this agreement if found necessary.







- 43. The parties hereof including their respective heirs & successors in office shall be bound by the terms and conditions of this agreement and any other terms as may be amended (if necessary).
- 44. Jurisdiction: The Court of Dhanbad alone shall have jurisdiction to try and reaction in all actions its proceedings arising out of this agreement.
- 45. Arbitration: All dispute and differences arising out of this agreement between the parties regarding interpretation of any term and conditions herein contained and/or determination of any liabilities or touching these presents shall be referred to two arbitrators one to be appointed by the owners and the other to be appointed by the developers and shall be guided by the India Arbitration Act. 1996 or the latest amended Act in force.

That the parties owners and Developers have decided to reduce the terms and conditions in writing to avoid misunderstanding in future and the commercial valuation of the below mentioned schedule property of Rs.1,74,12,000/- (Rupees one Crore Seventy four lacs twelve thousand) only.

### **SCHEDULE "A"**

All that piece and Parcel of Raiyati land in Mouza HIRAPUR, Mouza No.07, P.O. & P.S. Dhanbad, District Dhanbad, appertaining to Khata No.21 (Twenty one), Plot No.1216 (One thousand two hundred sixteen), measuring an area 15.67 dec. (Fifteen point six seven decimals) of residential land in other Road, as per plan attached herewith and shown in colour Red, which is butted and bounded as follows:-

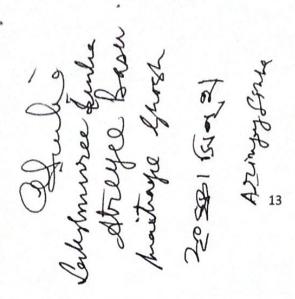
North: Pradeep Kumar Rai.

South: CPWD Road.

East : Raju Agarwal.

West: Coal Board Colony.

Municipal Ward No.28 & Holding No.0280001158000A1.



Maidul Bey

Certified that the finger prints of the left hand of the Parties, whose photographs affixed in the document have been duly obtained before me, prepared the document as per details supplied by the parties.

Signature.

WITNESSES:

1. vikast kumar Gupta S/o Late Kamal fr. Gupta Pandar Pala, Dhanbad 12:12:22

2. Sourcer Dutte 8/0 minister. Dutter Govind per Duabel 12.12.20

First party - ti) bii Amalen du Sinha slo late Romendu Sinha d OPP. C.P.W.D. Colony. Near Compt office Phanbard (2) Smt. Laxshmisree Sinha will late Dipendy Sinha 29/0 late Ramendu Sinka & Flaturo 38.11, Hindustan park. Sarat Bose Road Holkata (3) Sml. Atroyee Basu WIO J. P. Basu & DIO late Ramendy Sinher of 3-A, Radha Kanto Jew Street bhyom bazar mail Kolkata 14) fmt. maitrayee Chosh wio bwapan Chosh & Do late Ramendu Sinha of 4-A. panditing Road Sarat Bose Road, Kolkata (5) Smt. Hrishna Sinha will late Krishnendy Sinha of HINO 43 Near Shir mandir D.G. m.s. Colony, police line. Dhanbad. Coshi Avinsoy Sinha 3/0 late Krishendu Sinha d 1140 43 Near Shir mandir. D.G.m.s Colony, Phanbad bacond party-m/s smriti Developers, Rep-by one of its partner si mridul Roy 510 late manik Roy of Bhupendra Shanti Apartment, Jai prakash Nogar, ps. & dist Ohanbed Khata No. 21 Schedule - mouzo Hirapur No. 7. Area 15.67 Dec Plot NO: 1216 pradeep Kumal Rai Boundary - NONTH C.P. W.D Road South: Rasu Agarwal E956 Goal Board colony West Shown inves C.P.W. D Zoad