# झारखण्ड खनिज क्षेत्र विकास प्राधिकार, धनबाद।

पत्रांक:- न0नि0दि0--8/2018-...

सेवा में

शीयती उचा दींट खंडन्य पति- भी तुम पुमार विसे स्वं प्रमा, देवीपाइन, ही रापुर, क्षापाद ।

धनबाद, दिनाक:-\_\_\_/\_\_\_/2018 विषय:- आवासीय/व्सवसार्थिक/आँद्योगिक/संस्थागत भवन निर्माण हेतु गृह प्लान कंश नं० बीठडी०-570ए/15-16 आपके आवेदन दिनांक- 1 / ा के सम्बन्ध में। महाशय. आपके आवेदन, दलील संख्या— <u>976, 1795, 1796, 5339</u> दाखिल र अभिलेख संख्या—**29761 11103—09, 2821 111 99—2000**जमार्वदी संख्या—125**1, 1/19, 1/22, 1/13** से निर्गत लागान रसीद वर्ष-**170, 9921 1111/15 01**की अभित्रमाणित प्रति, शपथ पत्र एवं <del>Indemnity</del> Bond एवं हाळनीकी ह द्वारा किये गये अनुशंसा के आलोक में आपके द्वारा प्रस्तुत आवासीय/व्यवसायिक/औद्योगिक/सस्थागत भवन संबंधी बीठडीं० 🐠 .... के नक्शे की स्वीकृति प्रबन्ध निदेशक, झारखण्ड खनिज क्षेत्र विकास प्राधिकार धनदाद द्वारा प्रदान की गई है। निदेशानुसार सूचित करना है कि तादागुर-11 अन्तर्गत खाता नं०- 33, 12 - 603, 607 रकवा 977 - 28 वर्ग है कि भूनि पर स्वीकृत के अनुसार लाईसेंसी अभियन्ता रहेरा एक हैं। एक हैं। एक देख-रेख में कार्यारम्भ के पूर्व निर्धारित प्रयत्र में अबोहस्ताक्षरी को कार्यारम् जानकारी जपलब्द करायेंगे। स्वीकृत नवस्थ के अनुसार अधिकतम 3 (तीन) वर्षों में कार्य पूर्ण कर अबिनियम के प्रावधीनों के देहत नि

पूरा होंने की लिखित जानकारी अघोहस्ताक्षरी को उपलब्ध करायेंगे। प्रबन्ध निदेशक के लिखित पूर्वानुमति के देगैर किये गये किसी भी विचलित निर्माण को नियमित नहीं किया जा सकेंगा उसे तोड़ना ही एकमात्र विकल्प होगा। झारखण्ड खनिज क्षेत्र विकास प्राधिकार के संबंधित पदाधिकारी से निर्माण कार्य का

सगय-समय पर कराना सुनिश्चित करेंगे।

आप स्वीकृत नक्से में दर्शाये नाली से हटकर अन्य नाली का निर्माण नहीं करेंगे।

माडा भवने विनियमन के दायरे में आवासीय/व्यवसायिक/औद्योगिक/संस्थागत भवने निर्मीण हेंतु स्वीकृत नक्शा. र अधिकार एवं दरवल का प्रमाण नहीं है।

जित्त : योजन के लिये भवन निर्माण का नक्शा स्वीकृत किया गया है, निर्मित भवन का व्यवहार उसी प्रयोजन के दिस्य

जा सकेगा। भवन प्लान की स्वीकृति से आवेदक का प्रश्नगत भूमि पर मुस्वामित्व का प्रमाण स्थापित नहीं होगा।

जल संरक्षण एवं पर्यावारण सुरक्षा हेतु आवश्यक प्रबंध के लिये आप स्वय जिम्मेदार रहेंगे तथा स्वीकृति आदेश र सरकार/नेशलन विल्डिंग कोड के अद्यतन आदेशों, निदेशों एवं प्रावधानों से स्वतः प्रमावित होगा। अविक के प्रावधाने के के प्रावधाने के स्वतः प्रमावित होगा। अविक हारा उपकर के मद में कुल रू० 1/2 किया के निर्माण किया गया है।

स्टरपर डिजायन, सोवायल टेस्ट रिपोर्ट काम शुरू करने के पहले या 60 दिनों के अन्दर जमा नहीं करने पर निर्म्यण ह

स्थगित करना पड़ेगा।

प्लीन्ध के निर्माण के बाद आवेदक सूचित करेगे और अभियन्ता स्थल जाँचकर प्रतिवेदन देंगे, तत्पश्चात् ही आगे की निर कार्य जारी रहेगी। साथ ही प्लिम्बंग और इलेक्ट्रीकल सम्बन्धित नक्शा भदन निर्माण के पूर्ण होते ही निक्कित रूप से जमा कर देंगे। मविष्य में भूमि संबंधी विवाद अथवा कागजाती में कोई गलत साबित होने पर या जिले के राजस्य शाखा एवं न्यायालय ह कोई अन्यथा आदेश पारित रहने / होने पर यह आदेश स्वतः रद्द समझा जायेगा एवं तदनुसार नक्शे की स्वीकृति भी स्वतः प्रमादित होग

> कार्यपालक अभिदन्ता नगर निवेशन विमाग, झमाढा, धनदाद।

ज्ञपांक:- न०नि०वि०/८-२०१८ - 260

दिनांक:- 1 / 10/2018

प्रतिलिपि:— हिंद्री रिं) गैर्डिटिं लाईसँसी अभियन्ता, धनदाद। प्रतिलिपि:— सहायक श्रमायुक्त, धनदाद को सूचनार्थ एवं आवश्यक कार्रदाई हेतु प्रेषित।

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कार्यपालक अभिगन्ता नगर निवेशन दिमाग झमाढा, घनवाद।



# Government of Jharkhand

# Receipt of Online Payment of Stamp Duty

### NON JUDICIAL

Receipt Number: 5560d34fa6645ad2860e

Receipt Date: 29-Nov-2022 01:51:13 pm

Receipt Amount: 500/-

Amount In Words: Five Hundred Rupees Only

Token Number: 20220000139830

Office Name: SRO - Dhanbad

Document Type: Development Agreement

Payee Name: MS MAA KALI DEVELOPERS REP BY ITS

PARTNERS CHOUDHARY ALOK KUMAR

VERMA AND OTHER ( Vendee )

GRN Number: 2214516553



নান প্রথম সা क সাধীন সার ভারেশকর	4 2
र करतार है। के कार <b>के अधीर</b> का कार र का सम्बद्ध महाम <b>एकर-1895</b>	# 3 100 5 1
का क्यान है। या व के कि वर्ष	2 3 2 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
मुखादा- दलहा- प्रमान कि है। प्रमान निकट	2 / 2 / 2 / 2 / 2 / 2 / 2 / 2 / 2 / 2 /
भष्टवी सं विभवत है या स्टाम्प शल्य नगरिक	\$ 3 60 20 4
पति है।	
25.11.25	· VI

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।

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Development Agreement

Development Agreement

This deed of Agreement made this <u>23</u> day of <u>Nov.</u>, 2022 (Two thousand Twenty Two), BETWEEN:

1.SMT, KALPANA CHATTERJEE (Adhar No.xxxx xxxx 6375 & PAN :AZQPC5738G) wife of Sri Tarun Madhab Chatterjee, D/o Ram Das Mukhariee and Grand Daughter of Late Ram Gobind Mukhopadhyay, by faith Hindu, by Category General, by occupation Housewife, resident of Near Chuna Godam, Saraidhela, P.S. Saraidhela, District Dhanbad, 2.SRI SANDIP KHAWAS (Adhar No.xxxx xxxx 3264 & PAN AEDPK6310A) son of Sri Manoranjan Khawas and Grand son of Late Ram Sashi Khawas, by faith Hindu, by Category General, by occupation Service, resident of Devipara, Telipara, Hirapur, P.S. & District Dhanbad, 3.SMT. USHA SINGH (Adhar No.xxxx xxxx 7706 & PAN: CEJPS8244F) wife of Sri Suman Kumar Singh, D/o Shambhu Sharan Ray and Grand Daughter of Late Ramnarayan Ray, by faith Hindu, by Category General, by occupation Housewife, resident of Devipara, Hirapur, P.S. & District Dhanbad, 4.SRI SURESH LAL (Adhar No.xxxx xxxx 7379 & PAN : ACJPL2230Q) son of Late Mungeshwar Lal and Grand son of Late Sahdev Lal, by faith Hindu, by Category General, by occupation Business, resident of Angarpathra, Akash Kanali, P.S. Katras, District Dhanbad, hereinafter jointly referred to as the OWNERS, which expression shall wherever the context so requires or admits shall mean and include their legal heirs, successors-in-title, executors, administrators, representatives and assigns thereof of the FIRST PART:

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M/S. MAA KALI DEVELOPERS, a partnership firm, having its office at Kolakushma, Saraidhela, Dhanbad, represented by its Partners 1.SRI UJJWAL SINGH RATHOUR (Adhar No.xxxx xxxx 3530 & PAN : ABUFM2372C) son of Late Balmukund Singh and Grand son of Late Alakhdeo Narayan Singh, by Category General, by occupation Business, resident of Flat No.4A, on 4th floor, Vindhyavasani Complex, Hatma, Kanke Road Ranchi, Jharkhand, 2.SRI CHOUDHARY ALOK KUMAR VERMA (Adhar No.xxxx xxxx 4501 & PAN : ABUFM2372C) son of Sri Choudhary Arun Kumar Verma and Grand son of Late Aman Prasad, by Category General, by occupation Business, resident of Loharkulhi, Saraidhela, P.S. Saraidhela, District Dhanbad, Jharkhand, hereinafter referred to as the **DEVELOPERS**: which terms unless repugnant or contrary to the context so requires shall mean and include besides the Company and its bond of Directors for the time being its/their successors-in-interest, nominees, assignee/s and official liquidator of the OTHER PART:

<u>AND</u>

The terms "first party" land owners, "second party" Builder or Developer unless repugnant to the subject of context or exclusively excluded by shall mean and include their respective legal heirs sources, executors, administrator, legal representative, successor in interest of office and assigns.

WHEREAS the land area 4.50 dec., under New Khata No.123, Old Khata No.12, New Plot No.481, Old Plot No.607, of Mouza Sabalpur, Mouza No.11, under P.S. Saraidhela, chowki sadar registry office Dhanbad, District Dhanbad, which is morefully described in the schedule below, purchased vide regd, sale deed No.4796 dated 19.06.1992, registered at Dhanbad registry office, from Ram Briksha Vishwakarma in favour of own name of the owner No.1 (Smt. Kalpana Chatterjee), and mutated vide mutation case No.170 (II) 2000-01 and paying rent for the same under Thoka No.422 and recorded in register II, vide volume No.2 and Page No.132 and Online rent paid vide receipt No.0432203163 of 2018-19 in the name of Kalpana Chatterjee, Ward No.23, Holding No.0230003061000M0.

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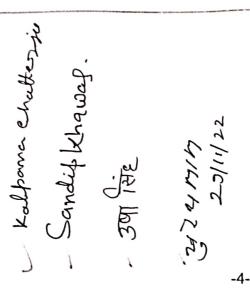
AND WHEREAS the land area 4.50 dec., under New Khata No.123, Old Khata No.12, New Plot No.481, Old Plot No.607, of Mouza Sabalpur, Mouza No.11, under P.S. Saraidhela, chowki sadar registry office Dhanbad, District Dhanbad, which is morefully described in the schedule below, purchased vide regd. sale deed No.4795 dated 19.06.1992, registered at Dhanbad registry office, from Ram Briksha Vishwakarma in favour of own name of the owner No.2 (Sri Sandip Khawas), and mutated vide mutation case No.282 (II) 1999-2000 and paying rent for the same under Thoka No.419 and recorded in register II, vide volume No.2 and Page No.133 and Online rent paid vide receipt No.0016870347 of 2018-19 in the name of Sandip Khawas, Ward No.23, Holding No.0230003062000M0.

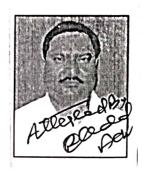
AND WHEREAS the land area 5 kathas or to say 8.25 dec., under New Khata No.97, Old Khata No.33, New Plot No.487, Old Plot No.603, of Mouza Sabalpur, Mouza No.11, under P.S. Saraidhela, chowki sadar registry office Dhanbad, District Dhanbad, which is morefully described in the schedule below, purchased vide regd. sale deed No.976 dated 21.01.2011, registered at Dhanbad registry office, from Rita Singh in favour of own name of the owner No.3 (Smt. Usha Singh), and mutated vide mutation case No.2926 (II) 2010-11 and paying rent for the same under Thoka No.1251 and recorded in register II, vide volume No.1 and Page No.447 and Online rent paid vide receipt No.0314405589 of 2018-19 in the name of Usha Singh, Ward No.23, Holding No.0230003128000M0.

WHEREAS the land area 5 kathas or to say 8.25 dec., under New Khata No.97, Old Khata No.33, New Plot No.487, Old Plot No.603, of Mouza Sabalpur, Mouza No.11, under P.S. Saraidhela, chowki sadar registry office Dhanbad, District Dhanbad, which is morefully described in the schedule below, purchased vide regd. sale deed No.5339 dated 23.08.1996, registered at Dhanbad registry office, from Ramjee Prasad in favour of own name of the owner No.4 (Sri Suresh Lal), and mutated vide mutation case No.992 (II) 2000-01 and paying rent for the same under Thoka No.443 and recorded in register II, vide volume No.2 and Page No.131 and Online rent paid vide receipt No.0992320343 of 2018-19 in the name of Suresh Lal, Ward No.23, Holding No.0230003064000M0.

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AND WHEREAS the owners are jointly and mutually agreed upon and desirous to construct a multi storied building for residential purpose for their gains and to develop the same upon the said land and in order to accomplish the same the owners have mutually agreed to hand over the said land.

AND WHEREAS the Developer approached the owners to render their services on the terms and conditions hereinafter appearing in this deed of agreement for developing and promoting the said land.

AND WHEREAS the owners have agreed to the proposal of the Developer.

AND WHEREAS the parties owner and Developer 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.1,64,50,000/- (Rupees One Crore sixty four lacs Fifty Thousand) only.

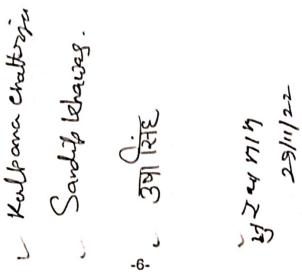
NOW it is hereby agreed by and between the parties to this agreement as follows:

1. That the owners have been agreed that after the execution of this agreement, the owners will allow and permit the said developer to enter into the said land morefully described in the schedule 'A' of this agreement and to build a multi storied building for residential as per sanctioned plan duly approved by DMC/MADA, strictly adhering to the specification laid down by the sanctioning authority for benefit of both the parties, The Plan of Building was sanctioned by land owners through the competent authority DMC/MADA.

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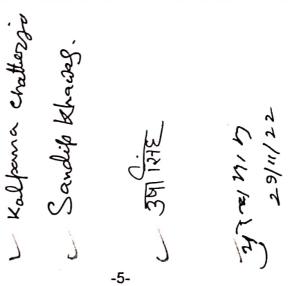
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- 8. That, the owner shall give the right to developer to raise the construction over the schedule 'A' land and along with the right to sale of flats and other structures over the schedule land except the 34.95% of the construction area inclusive of common area and service area. This 34.95% of the constructed area will be given to the owner by the developer in consideration or price of the schedule 'A' land.
- 9. That, the owner shall be at liberty to sell, mortgage, lease or let out the whole or any part of their exclusive share of 34.95% of the total constructed area inclusive of common area and services area over which the developer or any co-sharer shall raise no objection. And similarly, the developer shall be at liberty to sell, mortgage, lease or let out the whole or any part of their exclusive share of 65.05% of the total constructed area inclusive of common area and service area over which the owner or any co-sharer shall raise no objection.
- 10. That, the time being the essence of contract the developer shall complete the entire construction over the schedule land within a stipulated period of 48 months and 6 months grace period by deploying efficient and skilled workmen with using standard materials and as per specification of the construction given with this agreement. This stipulated period will be count from the date of the sanction of the building plan from DMC/MADA.
- 11. That, the developer shall be solely responsible and answerable to the authority concerned for any defective workmanship and shall be answerable to the intending purchaser of the flats. The owner shall not be responsible in any manner for the same.
- 12. That, the developer hereby agreed and undertakes that the 34.95% of the total constructed area inclusive of common area and service area which was already described in the schedule 'B' of this agreement, shall be handed over to the owner on or before the stipulated period of 48 months and 6 months grace period.

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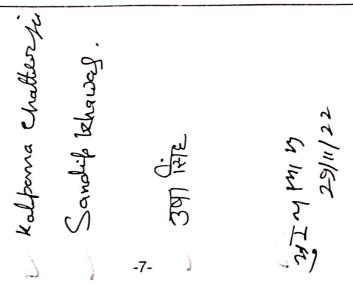
2. That, it has been agreed by both the parties that the said developer shall raise the construction of the multi storied complex strictly in accordance with the sanctioned plan and specifications obtained from DMC/MADA the competent authority of Dhanbad, which the developer shall obtain at his own cost and shall abide by all the laws and by-laws.

However, the said developer shall be at liberty to alter the said sanctioned plan, where it becomes extremely necessary to suit and specification requirement of intending purchaser but he shallnot use it sparingly or lavishly and the required plan shall be subjected to approval of the competent authority DMC/MADA, the owner shall not interfere in this matter.

- 3. That, it has been agreed upon by both the parties to this agreement that the developer shall start the construction work in accordance with duly sanctioned and approved plan by DMC/MADA in within 2 (Two) months from the date of sanctioned plan.
- 4. That, on obtaining sanctioned plan from DMC/MADA by the developer the owner shall hand over the vacant possession of the scheduled land to start the subsequent construction work over the schedule land.
- 5. That, it shall be incumbent upon the owner that they shall hand over the schedule land, free from all encumbrances with freely marketable value having perfect right title and it shall also be incumbent upon the owner to remove defect, if any, with respect to the title of the said land, for which he will be solely responsible.
- 6. That, it shall be noted that the owner shall hand over the original papers of the said land to the developer, but if the original papers could not be handed over at the time of agreement, the certified copies of the original papers have been given to the developer, but the original papers should be given after the share of owners are cleared.
- 7. That, it is agreed by both the parties of the agreement that the owner shall have to give a registered power of attorney to the developer for executing all the concerned activities.

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- 13. That, the developer shall make, build, construct the said 34.95% area at his own cost and deliver the same to the owner within the stipulated period, which shall be deemed to be the price of the schedule 'A' land which is given by the owner to the developer.
- 14. That, as mentioned above, that the owner has no right over the 65.05% of the constructed area inclusive of common area and service area. But it has been also agreed by the parties of this agreement that the owner shall have equal right of easement and right of ingress and egress through the main common entrance and other common places freely and as and when required.
- 15. That, it has been also agreed by both the parties that the owner shall have drainage and sewerage water connection etc. in common with other allottees or occupants of the flats equally.
- 16. That, save and except owner's allocation, as described in the schedule 'B' of this agreement, the developer shall have exclusive and absolute right over the rest of the constructed area comprising of flat spaces & parking spaces, etc. and the same shall be deemed to be developer's exclusive property and the developer shall be at liberty to deal with or dispose off the same.
- 17. That, the developer shall execute such documents which shall be necessary to show the demarcation of the owner's allocation and other constructed area for common use for the peaceful enjoyment of the owner.
- 18. That, if any type of dispute will arise of the said property, that will be solved by the Developer, and for that will help by the owner to the developer.

IN WITNESS WHEREOF The parties have put their respective seal and signature on the date first above mentioned.

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हे बनुसा दायाव : अव स्था वास ने अव स्थे अव स्थे अव स्था वास ने अव

All that piece and parcel of Raiyati land situated in Mouza SABALPUR P.S. Saraidhela, chowki, sadar registry office Dhanbad, District Dhanbad, Mouza No.11, New Khata No.123 (One hundred twenty three), Old Khata No.12 (Twelve), New Plot No.481 (Four hundred eighty one), Old Plot No.607 (Six hundred seven), area 09 dec. (Nine decimals) and New Khata No.97 (Ninety seven), Old Khata No.33 (Thirty three), New Plot No.487 (Four hundred eighty seven), Old Plot No.603 (Six hundred three), area 16.50 dec. (sixteen point five zero decimals), grand total area 25.50 dec. (Twenty five point five zero decimals) of residencial land in other Road, which is buted and bounded by:-

North: Part of this Plot.

South: Maa Kali Sthan.

East: 25 feet wide village Road.

West: 16 feet wide Colony Road.

#### SCHEDULE 'B'

The executor shall be entitled to get 34.95% of the total constructed area inclusive of common area and service area proportionately in the proposed building which is to be constructed by the Developer 34.95% of the roof will be under control of owner, but as it is the common area, there should not any type of masonry construction, tower fixing and gardening work etc.

#### SCHEDULE 'C'

The executor shall be entitled to get 65.05% of the rest of the constructed area inclusive of common area and service area proportionately and 65.05% of the roof shall remain under developer's allocation, but as it is the common area, there should not be any type of masonry construction, tower fixing and gardening work etc.

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Floor	Flat No.A	Flat No.B	Flat No.C	Flat No.D	Flat No.E	Flat No.F
Ground	Developer	Sri Suresh	Sri	Developer	Sri	Developer
floor	share	Lal (Land	Suresh	share	Suresh	share
	onaro	lord)	Lal (Land	Silare		Silare
	1	1014)			Lal (Land	
, et _		1	lord)		lord)	
1 <sup>st</sup> floor	Sandip	Developer	Developer	Sri	Developer	Developer
	Khawas	share	share	Sandip	share	share
	(Land lord)			Khawas		
				(Land		
				lord)	* 2 *	
2 <sup>nd</sup>	Developer	Developer	Developer	Developer	Smt.	Developer
floor	share	share	share	share	Usha	share
				_	Singh	
				7.	(Land	. ***
		- 4			lord)	- 11
3 <sup>rd</sup>	Smt.	Smt. Usha	Developer	Developer	Developer	Developer
floor	Kalpana	Singh	share	share	share	share
	Chatterjee	(Land		1 5	-	*
	(Land lord)	lord)		1		
4 <sup>th</sup> floor	Smt.	Developer	Developer	Developer	Developer	Smt. Usha
	Kalpana	share	share	share	share	Singh
	Chatterjee	and a second				(Land
	(Land lord)				in fer i	lord)

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### PHOTOGRAPHS OF SECOND PARTY NO.1:





### PHOTOGRAPHS OF SECOND PARTY NO.2:





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.

R.K. Mandal Advocale Dhombod 29/11/22

WITNESSES:

- 1. Rajvit Kun - Rawinfor Prost bhoped Bank Man Naeyer Michan 2. PS | Bank more Dharts

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Koushik Madhab Chattey'a S/o Tarun Madhab Chatteyie Sabal pur New Maa Kali Than Saraidhela, Dhanbad LAND OWNERS: 1.SMT. KALPANA CHATTERJEE wife of Sri Tarun Madhab Chatterjee, resident of Near Chuna Godam, Saraidhela, P.S. Saraidhela, District Dhanbad, 2.SRI SANDIP KHAWAS son of Sri Manoranjan Khawas, resident of Devipara, Telipara, Hirapur, P.S. & District Dhanbad, 3.SMT. USHA SINGH wife of Sri Suman Kumar Singh, resident of Devipara, Hirapur, P.S. & District Dhanbad, 4.SRI SURESH LAL son of Late Mungeshwar Lal, resident of Angarpathra, Akash Kanali, P.S. Katras, District Dhanbad.

<u>DEVELOPERS</u>: M/S. MAA KALI DEVELOPERS, a partnership firm, having its office at Kolakushma, Saraidhela, Dhanbad, represented by its Partners 1.SRI UJJWAL SINGH RATHOUR son of Late Balmukund Singh, resident of Flat No.4A, on 4<sup>th</sup> floor, Vindhyavasani Complex, Hatma, Kanke Road Ranchi, Jharkhand, 2.SRI CHOUDHARY ALOK KUMAR VERMA son of Sri Choudhary Arun Kumar Verma, resident of Loharkulhi, Saraidhela, P.S. Saraidhela, District Dhanbad.

SCHEDULE: MOUZA: SABALPUR, Mouza No.11, New Khata No.123, Old Khata No.12, New Plot No.481, Old Plot No.607, area 09 dec. and New Khata No.97, Old Khata No.33, New Plot No.487, Old Plot No.603, area 16.50 dec., grand total area 25.50 dec. of land Butted and bounded as follows:

North: Part of this Plot.

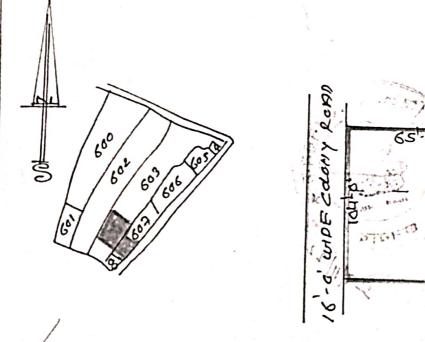
South ; Maa Kali Sthan.

East: 25 feet wide village Road.

West: 16 feet wide Colony Road.

Shown in colour Red.

WIDE VILLAGE



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# **Government of Jharkhand**

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number: ddcc35f58f3bb457dd56

Receipt Date: 03-Jun-2022 12:08:05 pm

Receipt Amount: 100/-

Amount In Words: One Hundred Rupees Only

Document Type: Partnership

District Name: Dhanbad

Stamp Duty Paid By: Ujjwal Singh Rathour

Purpose of stamp duty paid: Partnership Deed

First Party Name: Ujjwal Singh Rathour

Second Party Name: Ritesh Kumar Sharma

GRN Number: 2211508969

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



DHANBA

This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेन प्रमानिशास्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुन: प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी स्मान के दूसरे दस्ति प्रमाण एक मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 मुद्रांगत दण्डनीय अपरोहें

No.5056/J/Patna

1 JUN 2022

## DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made on this 03rd day of June 2022 BETWEEN:

(1) <u>UJJWAL SINGH RATHOUR</u>, Son of Balmukund Singh, by faith Hindu, by occupation - Business, R/o - Flat no- 4A, 4<sup>th</sup> Floor, Vindhyavasani Complex, Hatma, Kanke Road, Morabadi, Dist: Ranchi, 834008 (Jharkhand) having <u>PAN- AFAPR5239M</u>, <u>D.O.B.-21.12.1982</u>, and <u>Andhaar No. 3342-5758-3530</u> hereinafter called the FIRST <u>PARTY</u>.

AND

(2) <u>RITESH KUMAR SHARMA</u>, Son of Ram Niwas Sharma, by faith Hindu, by occupation - Business, R/o - Q no- 2/67, New Colony, Near Hanuman Mandir, Jagjiwan Nagar, Dist: Dhanbad, 826003 (Jharkhand) having <u>PAN- CEKPS4742B</u>, <u>D.O.B - 15.03.1988</u>, and <u>Aadhaar No- 9930-7855-6967</u> herereinafter called <u>SECOND PARTY</u>.

### **AND**

(3) CHOUDHARY ALOK KUMAR VERMA, Son of Choudhary Arun Kumar Verma, by faith Hindu, by occupation - Business, R/o - Near Coalfield Academey, H No- 48, Loharkulhi, Saraidhela, Dist: Dhanbad, 828127 (Jharkhand) having PAN-AVEPV7393E, D.O.B - 01.03.1984, and Aadhaar No- 3937-1687-4501 herereinafter called THIRD PARTY.

WHEREAS the above parties have decided to carry on a business under the name and style of M/S MAA KALI DEVELOPERS with its principal place of business at, Maa Kali Tower, Near Kali Sthan, Sabalpur, P.O. – HANDAR. G. Ashram, Dhanbad, 828109 (Jharkhand) with effect from the 03rd day of June 2022.

WHEREAS the parties deem it proper to reduce all the terms and condition on which they have agreed to work in partnership with effect from of June 2022 to writing by means of **DEED OF PARTNERSHIP**.

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- i) It is agreed that all the parties—shall act as working partners
  who shall engage themselves actively in conducting the affairs of
  the partnership business.
  - ii) While the partners are conscious of the fact that dedicated effort and attention to the business by the working partners is crucial and foremost for providing continued vigor to the business by that reckoning such partners deserve adequate incentive and handsome compensation. Yet considering the restrictive provisions of section 40 (b) of the I.T. Act'1961 as amended from time to time and to relieve the firm of the financial burden they have agreed to make the disbursement of reward for services varying with the level of earning by the partnership business from year to year.
  - iii) The remuneration payable to 1st, party and Second party as working partners shall be in proportion of <u>EQUAL</u>, respectively of the following amounts:
    - (i) On the first Rs. 3,00,000 of Rs. 1,50,000 or at the rate the book profit of 90 % of the book profit whichever is more
      - (ii) On the Balance at the rate of 60 %

For the purpose of this clause 'book profit' means the net profit as shown in the Profit and Loss Account for the relevant previous year, computed in the manner laid down in chapter IV – D of the I.T. Act, 1961 as increased by the aggregate amount of the remuneration payable to all the partners of the firm of such amount has been deducted while computing net profit.

However the remuneration payable to the working partners shall be limited to the profit in a case where the remuneration payable as per clause (c) exceeds profits.

Though principally the interest and remuneration due to each partner will accrue day to day with the commencement of the accounting year, yet it is agreed that ordinarily the interest and remuneration due to each partner will be calculated and paid or credited to his account only once on ascertainment of book profit after the close of financial year except earlier in the event of the retirement / death of a partner or change in the constitution or dissolution of partnership. The partners shall however have the

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NOW THIS INDENTURE WITNESSETH and the parties hereto hereby agree as follows: -

- 1) That the FIRM NAME shall be M/S MAA KALI DEVELOPERS and its principal place of business shall be at Maa Kali Tower, Near Kali Sthan, Sabalpur, P.O. K. G. Ashram, Dhanbad, 828109 (Jharkhand) or at such other place as shall be found more convenient and agree upon between the partners. The branch offices shall be opened as may be decided by the partners time to time.
- That the partnership shall be deemed to have COMMENCED on and from 03<sup>rd</sup> day of June 2022.
- That the business of the partnership will ordinarily be that of Building Construction, Civil work, Real Estate etc. thereof. but the partners shall have the option to embark upon any new line of business and open and close branches and all the terms and conditions of the partnership shall apply to them.
- 4) That the partnership shall be AT WILL and will continue so long as the partners may desire. In case any partner should desire to retire from the said partnership, he shall give at least two calendar month notice in writing to this effect to other partner. In case of death of one of the partner, other partner will be entitled to continue and carry on the business of the said firm and the heirs or legal representatives of the deceased partner may become partner on the same terms and conditions as were applicable to the deceased partner unless otherwise agreed.
- 5) That the parties hereto shall participate in the PROFITS AND LOSSES of the partnership as ascertained from year to year as follows:
  Percentage

1)	FIRST PARTY	33.34 %
2)	SECOND PARTY	33.33 %
3)	THIRD PARTY	33.33%

That the parties hereto shall contribute such sums of money towards the capital of the partnership as may be mutually agreed upon and such contribution shall carry interest @ 12 % per annum, unless otherwise mutually decided by the parties hereto.

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option to make interim withdrawals towards interest and / or remuneration as the case may be, at such intervals as may be deemed expedient and the sum so paid on this account shall be adjusted against the final figure determined on finalization of accounts after the close of the account period.

- 8) That All the matters related to GST, and other License, and any other legal matters, all Bank operation, shall be executed by party of the first part or by any other partner as mutually agreed there upon.
- That in relation to purchases and /or sales of finished products, Raw 9) materials, Consumable Stores etc. shall be done by the party of the first part for and on behalf of the firm or by any other partner as mutually agreed there upon.
- That any additions /deletion /amendment /modifications in the clauses 10) of this deed of partnership may be made by the consent of all the concerned partners by resolving the required changes as aforesaid and the changes so resolved shall be part and parcel of this partnership deed.
- the payment of interest, expenses relating to the 11) remuneration etc. paid or credited to the partners shall be debited to account of the firm and taken in to consideration in profit and loss arriving at the net divisible profit or loss amongst the partners.
- That if necessary the partners may by mutual consent and 12) on such terms and conditions as they shall decide upon, take in any new partners in the said firm.

That the partners shall be JUST AND FAITHFUL to each other in all matters and transactions relating to the said partnership firm.

That no partner shall without the written consent of other partners: -

acknowledge a debt so as to extend the period of limitation against the firm.

employ any money, goods or effects belonging to the partnership or engage credit thereof in any manner except on account and for the benefit and interest of the said firm;

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- (c) except in ordinary course of business, give any security or promise for payment of money on account of the firm; and
- Assign, charge, transfer, mortgage or otherwise alienate his / her (d) share in the firm.
- That each of the partners shall be jointly and / or severally entitled: -15)
  - to open and operate account (s) with any Bank (s) and to secure (a) and arrange overdrafts from any Bank (s) against security of goods and stock-in-trade or otherwise on such terms and conditions as he / they may think fit and to sign all papers and documents in connection therewith;
  - to borrow money and raise loans from any person, state or (b) Central Government, financial corporation or any other public or private body.
  - to sign, draw, accept, negotiate, pay, satisfy or receive any (c) bills of exchange, hundies, promissory notes, cheques, orders for payment or delivery of money, security or bills of lading or other negotiable or mercantile instruments for and on behalf of the firm in the usual course of business;
  - to ask, demand, sue for recovery and receive whether in cash, (d) cheque or any other mode from any Government department, private establishment or Local authority all monies, dues, articles and things which shall become due, owing and payable to or recoverable by the firm on any account and to give an effectual receipt or discharge for the same;

to apply for all kinds of licenses and to secure them and also to apply for quota rights and for the purpose to appear before the authorities appointed for the same and to sign all papers in this connection;

to submit tenders before the Government department (s) and to accept orders there from and for the purpose to appear before the authorities concerned and to sign all papers in connection therewith:

firm before Commercial Tax,

to appear and represent (g) the Income Tax, Service Tax, Customs and Excise authorities

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whether original or appellate and also to appear in any courts, Tribunal or Tribunals or any other Government Department in connection with any suit or proceedings whether civil or criminal in which the firm is interested and to sign all papers, forms, documents, applications, applications, bonds, returns etc. in connection with the said matter:

- to sign, execute and enter into all sorts of contracts, (h) engagements and agreements pertaining to the business of the firm with any Government body, private establishment or local authority;
- to submit any dispute relating to the business of the firm to (i) arbitration
- to compromise or settle any debt to the partnership and to grant (j) discharge thereof; and
- to act on behalf of the firm generally. (k)
- property of the said That the stock - in - trade, capital and 16) in no way be shall partner Partnership as well as of liable for personal debt of other partner (s).
- That the partners shall maintain regular books of accounts 17) and proper entries shall be made therein of all receipts, payments, transactions, engagements and properties of the partnership and the said books of accounts, all receipts, papers and writings shall be kept all the office of the partnership firm and every partner or his / her agent shall have free access at all reasonable times to read, inspect, examine and copy the same.

EOUAL RIGHTS in the shall have partners That the control and management of the said partnership business.

That at the end of each financial year the books of accounts shall be closed and profit and loss account snan or distributed amongst the ascertained for the year, shall be credited to or distributed amongst the his inbefore. In case of loss they shall bear the same according to their respective shares.

> regarding difference disputes and the partnership That all which may arise during the continuance of the partnership business or

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thereafter between the partners or their respective representatives or heirs with regard to the construction or interpretation of these presents or as to the conduct of the business or touching the rights and liabilities or other interest of the partners or as to any other things or matters relating to the said partnership including its dissolution or winding up or its assets or business, shall be decided by ARBITRATORS one to be appointed by each of the parties hereto and the decision taken by majority of such arbitrators shall be final and binding on all the parties hereto and their respective representatives / heirs.

21) That all or any of the terms and conditions of this Deed may be MODIFIED, ALTERED OR VARIED AND ANY NEW TERMS AND CONDITIONS MAY BE ADDED TO by the mutual consent of the parties hereto, to be expressed either in writing or implied from conduct.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

BY THE WITHIN NAMED PARTIES	(First Party)
IN THE PRESENCE OF:-	Dethous
1)	(Ujjwal Singh Rathour)
	(Second Party)
	D.Kunn
2)	(Ritesh Kumar Sharma)

(Third Party)

(Kr. V.)

(Choudhary Alok Kumar Verma)

Page | 7

DHANBAD
Authorised
u/s 8 (!) (e) of Notaries
1952 (Act no 52 of 10s

SUBHASH PRASAD SINGH

EINO-252/2000 IL COURT, DHANBAD, JHARKHAN



### Government of India Form GST REG-06

[See Rule 10(1)]

### Registration Certificate

Registration Number: 20ABUFM2372C1ZH

1.	Legal Name		MAA KALI DEVELOPERS			
2.	Trade Name, if any		MAA KALI DEVELOPERS			
3.	Additional trade names, if an	ıy	null			
4.	Constitution of Business		Partnership			
5.	Address of Principal Place of Business	Ī	SARAIDHELA, PLOT NO- 185, KHATA NO- 30, MOUZA NO- 12, MOUZA - KOLAKUSMA, Kola Kusma, Dhanbad, Dhanbad, Jharkhand, 828127			
6.	Date of Liability					
7.	Period of Validity		From	11/07/2022	То	Not Applicable
8.	Type of Registration		Regular			
9	Particulars of Approving Au	Validity unknown				
SÉRVICES TAXÁFETWORK(4) Signature Date: 2022.07.11 12:45:36 IST						
Name Raju Das						
Designation Superinter		endent				
Jurisdictional Office Dhanbad Urban						
9. Date	Date of issue of Certificate 11/07/2022					
Note: 7	The registration certificate is req	uired to be	e prominently d	lisplayed at all	places of business	in the State.

This is a system generated digitally signed Registration Certificate issued based on the approval of application granted on 11/07/2022 by the jurisdictional authority.



**GSTIN** 

20ABUFM2372C1ZH

Legal Name

MAA KALI DEVELOPERS

Trade Name, if any

MAA KALI DEVELOPERS

Additional trade names, if

nul

#### **Details of Additional Places of Business**

Total Number of Additional Places of Business in the State

(



**GSTIN** 

20ABUFM2372C1ZH

Legal Name

MAA KALI DEVELOPERS

Trade Name, if any

MAA KALI DEVELOPERS

Additional trade names, if null

#### Details of Managing / Authorized Partners

1

UJJWAL SINGH RATHOUR

Designation/Status

**PARTNER** 

Resident of State

Jharkhand

Name

Name

RITESH KUMAR SHARMA

Designation/Status

**PARTNER** 

Resident of State

Jharkhand

3

2



CHOUDHARY ALOK KUMAR VERMA Name **PARTNER** Designation/Status

Resident of State

Jharkhand