

Deepika Jharkhand
Notary Public
Dhanbad



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 52db3f75556ab72b8c82

Receipt Date : 10-Dec-2020 11:20:34 am

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : Dhanbad

Stamp Duty Paid By : MS CAMRY REALTY

Purpose of stamp duty paid : DEVELOPMENT AGREEMENT

First Party Name : BALDEO PRASAD JALAN AND OTHERS

Second Party Name : MS CAMRY REALTY

GRN Number : 2003144665

Handwritten signature/initials

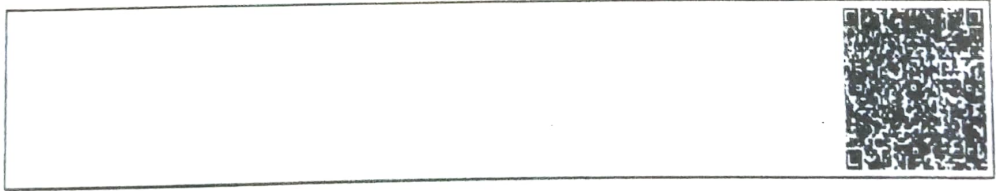
18/12/2020

SL No. 02 Date 12 MAR 2021

For MS CAMRY REALTY

Proprietor/Auth. Signatory

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



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 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।



Handwritten signature/initials

NOTARY
DHANBAD

DEVELOPMENT AGREEMENT

Sanjay Kumar
18/12/2020

This Development agreement is made and executed at Dhanbad on this 18/12 day of December 2020 by and between 1) Shri Baldeo Prasad Jalan AADHAR No.(9125-8117 0390) S/o Late Chandu Lal Jalan aged about 70 years 2) Sanjay Kumar Jalan (AADHAR No.-5504 5904 3637) S/o Shri Baldeo Prasad Jalan -aged about 44 years both by faith Hindu by caste Agrahari Vaisya ,by Occupation Business ,resident of House No 156 Near Azad Chowk Kendua Bazar P.S Kenduadih District- Dhanbad, Jharkhand hereinafter called and referred to as the OWNER/S, (which expression shall unless be excluded by or repugnant to the context be deemed to mean and include its successor ,representative, executors, administrators in interest and assign of the Party of the "FIRST PART").

Sanjay Kumar
18/12/2020

AND

M/s CAMRY REALTY , a proprietorship firm having its administrative office at Harimandir Road, Hirapur, Dhanbad, represented through its proprietor namely Sri Vinod Jindal AADHAR No (5788-0844-1745), Son of Late Bhagwat Prasad by faith Hindu, by Occupation Business ,aged about 55 years, residing at Hirapur Dhanbad Jharkhand of, hereinafter called the DEVELOPER (which expression shall unless be excluded by or repugnant to the context be deemed to mean and include its successor ,representative, executors, administrators in interest and assign of the Party of the "OTHER-PART")

AND WHEREAS, The land situated in Mouza Hirapur ,Mouza No-7 Hirapur PS-Dhanbad bearing Plot No 1036, Municipal Corporation Ward No 26 more fully described in Schedule "A" below ,purchased vide registered deed of sale being number 7129 dated 16 .8 .1961 from Kailash Nath Gupta in favor of Shri Uma Shankar Majumdar registered at Dhanbad registry office and entered in book no 1 volume number 29 ,Pages 432 to 436 in the year 1961 and recorded in register II vide Vol No 3 and Page No 578

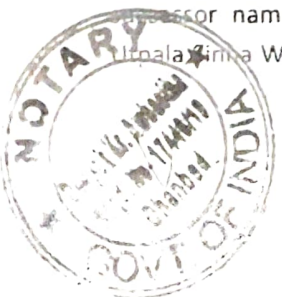
AND WHEREAS Uma Shankar Majumdar came in peaceful possession over the said land and paid rent to the state of Bihar through circle office ,town Anchal Dhanbad

AND WHEREAS as Uma Shankar Majumdar died on 31. 12 .1963 leaving behind his wife Mrs Usha Mazumdar and after the death of the said Uma Shankar Mazumdar ,his wife got her name mutated in revenue records vide mutation case no 72/11/Hira/68-69 and paid rent to the state of Bihar now Jharkhand through circle office Town Anchal Dhanbad Under thoka No 578.

AND WHEREAS said Usha Majumdar expired on 30.10.2013 leaving behind her legal heirs successor namely ,i) Shri Ravi Shankar Mazumdar S/o Late Uma Shankar Mazumdar, ii) Mrs Utpala Sinha W/o Justice S.B Sinha D/o Late Uma Shankar Sinha ,iii) Mrs Madhumita Mazumdar

For M/s CAMRY REALTY
Vinod Jindal
Proprietor/Auth. Signatory

Vinod Jindal



W/o Late Uday Shankar Mazumdar,iv)Mr Arijit Mazumdar S/o Late Uday Shankar Mazumdar ,v)Mrs Gargi Mazumdar W/o Late kiran Shankar Mazumdar,vi)Mrs Kalyani Ghosh W/o Sanjay Ghosh D/o Late Uma Shankar Mazumdar,vii)Sayantani Mazumdar D/o Late Kiran Shankar Majumdar ,(viii)Mrs Sumdeha Mazumdar D/o of Late Kiran Shankar Mazumdar and they came in peaceful possession thereof as absolute owners

Stamp for Deed
15/12/2017

ii) to viii) here in represented by their constitute Attorney Shri Ravi Shankar Mazumdar vide Power No IV 283 dated 07.04.2017

AND WHEREAS is the said Attorney Sri Ravi Shankar Majumdar s/o Late Uma Shankar Majumdar sold and transferred to Shri Baldeo Prasad Jalan s/o Late Chandu Lal Jalan (H.U.F) and Shri Sanjay Kumar Jalan s/o Shri Baldeo Prasad Jalan vide registered sale deed number 5026 dated 7.12.2017

AND WHEREAS the said Shri Baldeo Prasad Jalan and Shri Sanjay Kumar Jalan have also got their name mutated vide mutation Case No-856/R 27 of 2017-2018 in serista of landlord and paying rent to the state of Jharkhand al-throughout

AND WHEREAS the First party /Owners became the absolute owner of the land described in the schedule below

AND WHEREAS the Landowner's Shri Baldeo Prasad Jalan and Shri Sanjay Kumar Jalan are desirous of getting the schedule property developed by Construction of Multi -storied building with Apartment or Flat system or Market complex and for that purpose they approached the Developer/Second Party

AND WHEREAS the Developer/Second Party has agreed to develop the said land on the Schedule "A" of property to construct a multi-storied building with apartment or flat system or market complex with an object of selling such apartment or flats or market complex

Handwritten signature/initials

FO. Mrs GARMY REALTY
Proprietor/with. Signatory

NOW THIS DEVELOPMENT AGREEMENT witnessed and parties have mutually agreed as under:-

1. In exchange of the consideration and the terms and condition herein agreed to and detailed hereinafter the owner do hereby agreed to convey, transfer, assign to the Developer or his nominee/nominee's the property described in Schedule-A to the owner by appropriate conveyances at all the cost of the Developer

Handwritten signature



NOTARY
DHANBAD

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2. In furtherance of the intention of this agreement the Owner/Owner's do hereby entrust and empower the Developer to do all or any of the following acts, deeds and things in relation to any matter or cause arising after the execution of this agreement

- a) To have the plans of the proposed building/ building's to be constructed on the property prepared /amended in accordance with rules and regulation of the concerned authorities and to submit the said plan to the concerned authorities with applications for the approval and sanction and sign all writing and undertaking as may be necessary in connection with the approval and sanction of the such plan in the name of the owners
- b) To appoint architects ,surveyors, engineers and contractors and other person or persons.
- c) To make applications to the appropriate authority for electrical, water connection ,and permit or permits of quotas for cement ,steel and other controlled building materials.
- d) To accept service of any writ, summons or other legal process or notice and to appear and represent the owner in any court or before any magistrate Judicial, tribunal and other tribunal such as MADA/DMC etc , in connection with the development of the said property to commence or file suits actions or other proceeding in any court or before any public officer or tribunal relating to the development of the co-operative on part or parts of the property and for any of the purpose aforesaid to sign, execute or deliver or file necessary Vakalatnamas claims, complaints ,orders applications paper and writing in any case any legal proceeding in any court of law against the interest of the owner the developer shall undertake all measure at owner's cost to perfect the title interest and the right of the owner and reasonable advice of the owner in this regard shall be obtained by the developer at all times.
- e) To enter into agreement for sale or otherwise allot flats and tenements in the aforesaid buildings/ building's to purchase except of owner's share be entitled to the consideration thereof.

SIGNATURE
18/11/2022

18/11/2022 - 5:45 PM

FOR M/S GAMITY REALTY
Vindhyajudal

Proprietor/Author: Gyaneshwari

Vindhyajudal



NOTARY
DHANBAD

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i) To mortgage the said property or any portion thereof, except the portion allotted to be owner's, with bank and /or financial institutions, to obtain loan/ working capital short-term loan to finance their aforesaid project and also to obtain loan for purchase of flat etc. As the said developer will decide at their sole discretion, the developer further affirms and undertakes that all money obtained as loan by pledging hypothecation or mortgage the said premises or creating charge on the said premises shall be exclusively invested for development of the premises only

Stamp for 18/11/2012

3. The owners agreed that they shall execute and give a separate **IRRECOVERABLE POWER OF ATTORNEY** in favour of the Developer or their nominee so that no hindrance or obstruction in execution of the construction of the building subject of this agreement occurs and absolute right to sell the Flats, Shops and Car Parking Spaces to be constructed on the Schedule-A land along with proportionate share of land except Landowner's allocation. However the Developer does hereby covenant with the owner's that the aforesaid irrevocable power of attorney shall be governed by the provisions of this agreement.

Handwritten signature/initials

4. The owner's do hereby agree to put the Developer in actual peaceful possession over the property described in Schedule-A for the purpose of effective execution of the construction of the proposed building.

5. It is hereby made clear that the Developer shall act as an independent party and not as an agent of the owners for the purpose of the construction of the proposed building over Schedule-A property and shall pay and keep the owner indemnified from and against all claims, penalty, cost, demands arising out of or connected or any of act of omission by the Developer in planning, executing or construction of the proposed building and the other works envisaged by this agreement

Handwritten signature/initials

6. The owners shall give all the copies of the title deeds and documents relating to the landed property to the developer and assure the developer to make available true-copy of title deeds and other document of the landed property as and when required by the Developer

7. All the flat or shop owners will have equitable right, title, interest over the common area like passage Terrace(rooftop), common passage etc after the said flats of the Apartments are sold to them respectively

FOR M/S GANESH REALTY

Proprietor/ Auth. Signatory

Handwritten signature/initials



8. The owner here by covenant with the developers as follows:

- a) That the area of the schedule property is more or less 5760 ft.² equivalent to 13.20 decimal)
- b) That the property is free hold and the owner have title to the same free from all encumbrances
- c) That the owner have not created any encumbrances on the said property or any part thereof by way of sale ,mortgage ,exchange ,lease trust assignment ,right, gift, lien leave, license . permission, rent ,possession charge or any other encumbrances whatsoever
- d) That there is no notice or order passed by the Regional/ Development authority, the Dhanbad Municipal Corporation or any other body or authority for either acquisition of the said property or any part thereof and there is no requisition of whatsoever nature by the Municipal Corporation or other body or other authority concerned affecting the said property or part thereof.
- e) That there is no statutory claims, demands, attachments or/ prohibitory orders made or issued by the taxation authorities ,revenue ,authorities ,municipal authorities or any other government or other local government or other local bodies or authorities concerning for affecting the said property or any part thereof.
- f) That there is no attachment either before or after judgment and there are no claims demands, suits, decrees, injunction orders lispence, notices, in solvency notice petitions or adjudication order made or issued by or at the instance or any part thereof.
- g) That apart from the owners, no one else is entitled to or has any right title interest in the said property or any part thereof either as a partner or any partnership or co-sharer in any joint family or otherwise.

9. That all outgoing ,demands, rates, taxes etc arising from the date of this agreement shall be paid by the Developer alone and the Owner's shall only be liable for such amount remaining unpaid up to the date of this agreement

10. That consideration for the conveyance of the property described in Schedule A here-in- below and in exchange of the facilities stated here in above the Developer shall do and perform the following acts ,deed ,matters and things:-

13/12/2020

5 23 21 5 - 2101010

For M/s CAMRY REALTY
Vinod Kumar

Proprietor/Auth. Signatory

Vinod Kumar



NOTARY
DHANBAD

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18/11/2020
Smt. K. J. J.

CLERK
S. S. S.

PT. M/S. GANESH REALTY
Vinod Kumar

Auth. Signatory

Vinod Kumar

- a. The Developer shall obtain, at their own cost and effort/ the approval of plan for construction from Mineral Area Development Authority/Dhanbad Municipal Corporation and all other sanctions necessary for the construction of the proposed building and shall immediately on handing over possession by the owner's commence the construction of the Proposed Building, Strictly In accord and with the sanctioned plan by MADA/DMC, Dhanbad
- b. The Developer shall at their own cost and effort commence erect building and completely finish the entire Building with specifications as described in the Schedule "B" in good substantial and workman like manner with materials suitable for the purpose with the amenities therein appearing. Developer shall use all precautionary measures may be required in order to avoid any accidents and/or incidents in carrying out of the field project. In case of any accident and /or incident in carrying out the field project. In case of any accident and/or incidents the Developer shall alone be liable and be responsible and the OWNERS shall not in any way be liable and responsible for the same.
- c. The Developer shall indemnify the owners from and in respect of all claims compensation or expenses payable in consequences of any person or demand or demands of whatsoever nature from any authority arising from any act of omission or negligence on the part of Developer related to or in connection with the execution of the works. The Developer shall also indemnified the owners against any claim, action or proceedings which may be brought or taken against the owners in respect of any damage caused to adjoining ground building, electric poles etc. by the Developer in performance of the work envisaged in this agreement. That for the construction of the building the DEVELOPER shall engage, engineers/staff, labours etc. The Developer shall alone be liable and responsible for payment of their wages, salaries, bonus, over-time gratuity, PF, E.S.I etc and all other payments which are applicable. The DEVELOPER shall comply with all labour law, bye-laws regulations, rules, order and shall also comply with the provision of minimum wages act and other law as applicable.
- d. The developer shall complete the entire structure of the proposed building and completely finish in good substantial and workmen like manner together with Amenities described herein within 36 months from the date of the sanctioned or the deemed date of sanction of plans by Dhanbad Municipal Corporation, Dhanbad and put the owner's in full possession of the portion of the 40% of Residential/ Commercial Part or the parking part in parking space of the building described in Schedule-A falling which the developer shall be liable to pay and compensate the owner the loss of rent/Benefit from the said portion calculated at the rate of 2000 (Rupee Two Thousand) per month only



NOTARY
DHANBAD

Signature for Dhanbad
18/10/2020

- e. Provided that if any time is lost by the Developer by the happening of any event beyond the control of a Developer like tempest, general strike, then further 12 months shall be added to the period of the completion herein last above mentioned but in no case beyond that period of Grace
- f. That at the request of a DEVELOPER the land OWNER shall execute necessary sale deed or Deed in favor of the intending purchasers in respect of the DEVELOPER share in the property as and when required to do so. The Land Owner's shall execute the conveyance either personally or through their constituted power of attorney holder.
- 11. That it is here by clarified and declared that the owner shall not for any purpose be deemed to be the Employee or partners of the Developer in the execution of the construction of the building. The Developer shall always be deemed to have constructed and raised the proposed Building independently on the Schedule-A property on the terms as envisaged by the presents.
- 12. The DEVELOPER shall be entitled and have the authority to purchase all necessary stamp paper etc. in the name of LAND OWNERS or in the name of the DEVELOPER or their nominee for registration of any agreement of Sale deeds etc. to be registered and also to refund the said stamp paper whenever necessary and to receive the refund amount from the Treasury or all the Government Department in the name of the LAND OWNERS.
- 13. The DEVELOPER shall have the authority and right to sign and execute any deed or deeds or agreement and to present the same before the registering authority for registration and to admit the execution thereof of his portion of share i.e. except the portion of shares allotted to the OWNERS along with the proportionate share in the land and to receive the consideration amount and to grant any receipt for the same.
- 14. That the number of flats/Shops to be allotted to the Land-Owner's may vary but in no case Land Owners shall be entitled to get more than 40% of the Residential/ Commercial, 40% of the Parking Part in the Parking Space. Whereas the Developer share is 60% in residential/ commercial building and car parking spaces.

Handwritten signature and date: 18/10/20

For M/s CAMRY REALTY
Vinod Kumar

Proprietor/Auth. Signatory

Handwritten signature: Vinod Kumar



NOTARY
DHANBAD

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SCHEDULE-'A'

All that piece and parcel of land situated at Mouza Hirapur Chowki, Sadar registry office Dhanbad, P.S & Municipal Corporation Dhanbad, in the District of Dhanbad. Mouza : Hirapur, Mouza No-07, Ward No 26, Khata No 80 (Eighty), Plot No 1036, Area 08 Kathas or to say 13.20 dec(thirteen point two zero decimals)

North : Birju Saw
South : Rasta
East : Rasta
West : A multi Storied Apartment of Bijay Jaiswal

SCHEDULE-"B"

ARCHITECTURAL & STRUCTURAL SPECIFICATION:

1. Foundation	RCC isolated footing foundation as per structural design tied with grade beam
2. Structure	RCC Frame structure with Bricks works in cement mortar as per specified
3. Flooring	Marble/Tiles Flooring (Size 1'0" x 1'0")
4. Walls	All internal wall cement plastered with plaster of Paris all external wall of Snocem finish
5. Door	Door Frame of wood, shutter will be 30 mm thick flush Shutter, painted with a coat of primer of steel
6. Windows	Fully glazed steel windows with grills painted with a coat of primer.
7. Electrical	a) Concealed PVC circuit wiring using copper conductors with standard quality(Electrical accessories fixtures not included) b) All Electrical switches and accessories of standard make
8. Kitchen	a) Flooring - Marble/Tiles b) Working Platform- Green Marble with steel sink c) Dado - 24" High Glazed tiles
9. Bathrooms	a) Flooring - Marble/Tiles (Size 1'0" x 1'0") b) Dado - Glazed tiles up to 5ft Height. c) Fittings - All C.P fittings will be standard make of chromium plated d) Sanitary ware- White Glazed vitreous sanitary ware and only cistern will acrylic fiber glass in white color.

Samir Jaiswal
18/11/2020

60515 910070

For M/S CAMRY REALTY
Vinod Jaiswal

Proprietor/auth. Signatory

Vinod Jaiswal



SERVICE & AMENITIES:

1. Water Supply	24 Hours water supply from own deep tube well.
2. Sewerage	Suitable arrangement for rain water & waste water disposal will be provided as per design of Architect. Soil water disposal through common septic tank.
3. TV/Dish	One T.V Point will be provided in each Flat
4. Telephone	One Telephone point will be provided in each Flat

SCHEDULE-"C"

Being amount paid as an advance -	CHQ NO - 006559 AXIS BANK (CITY CENTRE) Amount:- 500,000/- (Five Lakh)
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IN WITNESS WHEREOF both the parties have put their signature after fully understanding the contents thereof in presence of the witnesses on the day, months and year first above written:

18/12/2021

Witnesses

① Rahul Munshi
S/o Bhagirath Pol. Munshi
R/o P.O. Daludih,
P.S. Rajganj.

Land Owners /First Party

1) Baldeo Prasad Jalan

(Baldeo Prasad Jalan)

2) Sanjay Kumar Jalan

18/12/2021

(Sanjay Kumar Jalan)

Signature of Developer/Second Party

For M/s CAMRY REALTY

(Signature)
12/12/2021 (Vinod Jindal) Proprietor/Auth. Signatory
Camry Realty

(Signature)



NOTARY
DHANBAD

Authorised
u/s (8) (1) (a) of the Notaries
Act 1952 (Act No 53 of 1952)