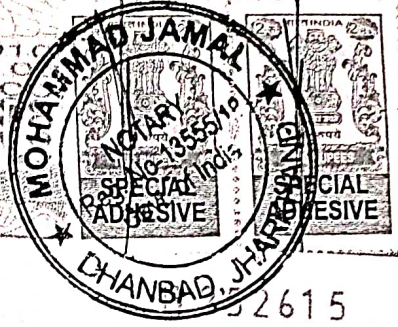
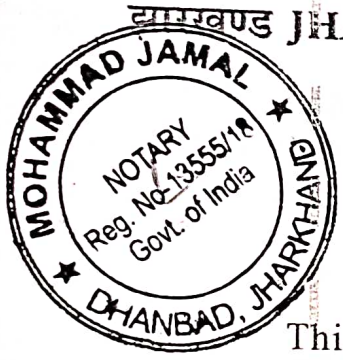
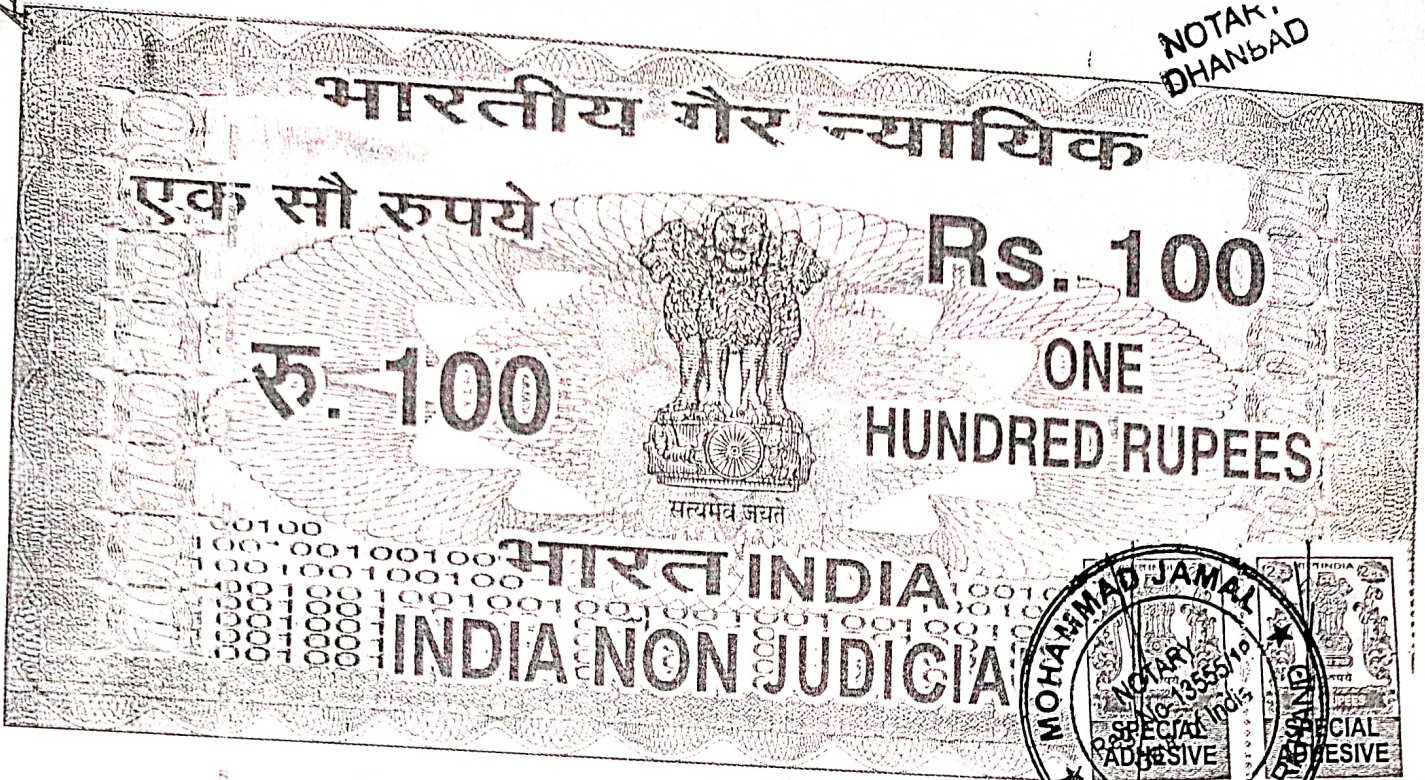


NOTARY
DHANBAD



DHANBAD JHARKHAND

DEVELOPMENT AGREEMENT

This Development— Agreement is made on this the 23 Day of April, 2021.

NOTARY
DHANBAD

BETWEEN

1. SMT. SHUBHRA BAKSHI (AADHAR —315419733696, PAN — CXBPB3331F), W/o SRI UJJAL KANTI BAKSHI, D/o SATYABRATA SARKAR & CHHAYA SARKAR, Grand D/o LATE BHUTNATH SARKAR, by occupation — Housewife, & 2. SMT. ARUNA BAKSHI (AADHAR — 696949917123, PAN — ABZPB3185H), W/o SRI KAJAL BAKSHI, D/o LATE ATAL CHANDRA SURAL & LATE CHAMPARANI SURAL , Grand D/o LATE DINONATH SURAL, by occupation — Retired from Service, both by faith - Hindu, Category

Kajal Bakshi
Aruna Bakshi
1)
2)

23 APR 2021

S. No. 03 Date.....

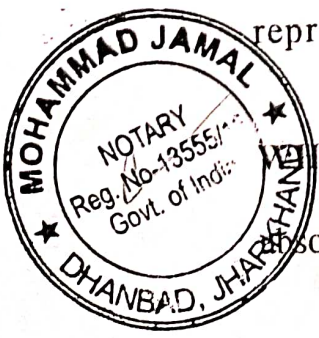
Bakshi
Aruna Bakshi

Kajal Bakshi

- General resident of Adarsh Nagar, Telipara, Hirapur, Dhanbad, hereinafter called and referred to as **LAND OWNERS / FIRST PARTY** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successor-in-interest, executors, administrators and permitted assignees) of the **ONE PART.**

AND

M/S BINA CONSTRUCTION represented through its Proprietor **SRI' KAJAL BAKSHI**, (AADHAR —289442712490, PAN —ADZPB0951B), S/o **LATE BANKIM CHANDRA BAKSHI & BINAPANI BAKSHI**, Grand S/O **LATE JYOTI PRASAD BAKSHI**, by occupation - Business, by faith- Hindu, Category - General, having its office in the residential Building of **SRI KAJAL BAKSHI** at Adarsh Nagar, Telipara, Hirapur, Dhanbad, hereinafter called and referred to as **DEVELOPER / SECOND PARTY** which expression shall unless exclude by or repugnant to the context of meaning hereof and include its successors, administrators, legal representative, receivers and assigns of the **OTHER PART.**



WHEREAS SMT. SHUBHRA BAKSHI & SMT. ARUNA BAKSHI are absolute owner of 16.51 decimals of land in Thana No. 7, Khata No. 109 &

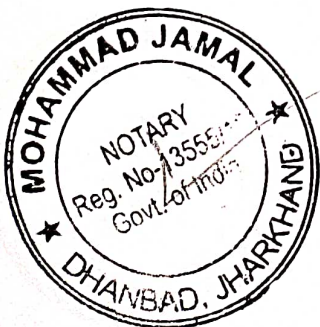
Shubra Bakshi
Aruna Bakshi

Kajal Bakshi

62, Plot No. 2195 & Plot No. 2203, Mouza — Hirapur, Distt. — Dhanbad, received the land as GIFT from **SRI UJJAL KANTI BAKSHI & SRI KAJAL BAKSHI** vide registered Gift Deed no. 5795 dt. 17.08.2012 & deed No. — 6443 Dt. — 20/09/2012 of Sub-Registry Office, Dhanbad, morefully described in SCHEDULE — 'A' and hereinafter referred to as the said land, Mutation of the land in the name of **SMT. SHUBHRA BAKSHI & SMT. ARUNA BAKSHI** has been done by mutation case no.1022/14-15 and 997/14-15 , and till today **SMT. SHUBHRA BAKSHI & SMT. ARUNA BAKSHI** has been in peaceful possession over the Land.

And **whereas** the Land Owner/First Party for monetary gains and their own residential needs is desirous of getting a Multistoried Building/Apartment constructed over the Schedule 'A' land and for which the Land Owner contacted the **Developer/ Second Party** which has been duly accepted by the Second Party/ Developer and thus both the parties came to an understanding for this Development Agreement, which is as follows:-

1. That the above mentioned **First Party/ Land Owner** appoints the **Second Party/ Developer** as Developer for the land/ property mentioned in Schedule — A which has been accepted by the Developer. The Developer will develop/ construct a multi-storeyed

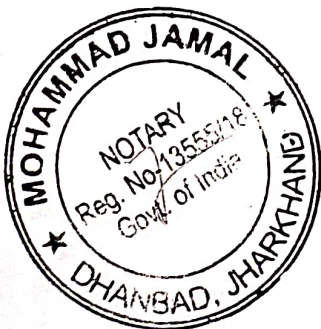


Agreement
Bakshi

Kajal Bakshi

building over the land morefully described in Schedule — A hereunder.

2. That the plan for construction of a Basement (Parking)+ Ground + 2 floor (Residential) multi-storeyed building has already been approved by the Competent Authority i.e. Dhanbad Municipal Corporation vide their Memo No. DMC/BP/0357/W25/2020 dt. 22/04/2021.
3. That the name of the Building will be in the name and style of **“BAKSHI HEIGHTS”**
4. **The Second Party** will have option of making deviation in the approved plan as advised by the Designer / Architect of the Second Party, and the First Party will have no objection to the deviation made by **the Second Party**. That the **First Party** has agreed that the **Second Party** will have right to make modification/ alteration in the plan approved by the Competent Authority and for this permission of the **First Party** will not be required.
5. The First Party after signing of this agreement will assist and co-operate in all the manners to the **Second Party**, their employees, engineers and Architects so as to enable the **Second Party** to



Abulhasan
Agha

Kajal Bakhshi

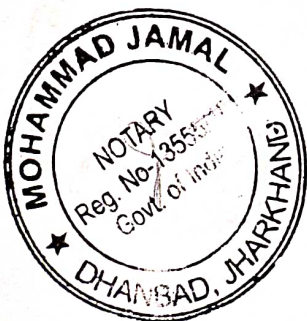
develop and construct a multi-storeyed building over the said land morefully described in Schedule - 'A'.

6. (a) That it has been mutually agreed between the **First and Second Parties** that on account of cost of land the **Second Party** will handover 4 Nos. of flats out of the total 12 nos. of flats constructed over the land of the **First Party / Land Owner**

(b) That Basement Floor will be reserved for Car Parking and Ground, First, Second Floors will be residential Flats and on each Floor 4 nos. Flats totaling (4 Nos. x 3 Floors) = 12 Flats will be constructed. Location and Floor Wise description of Flats to be handed over to the First Party, as share of First Party, is as follows:

Sl. No	Floor	Flat No.	Location
01	First Floor	1/A	As per Sanctioned Plan
02	First Floor	1/B	As per Sanctioned Plan
03	First Floor	1/C	As per Sanctioned Plan
04	First Floor	1/D	As per Sanctioned Plan

(c) The rest 08 Nos. Flats (all but excluding above 4 Nos. flats.) will Share/Portion of the Second Party/ Developer.



Basanti
Anurupa Baidya

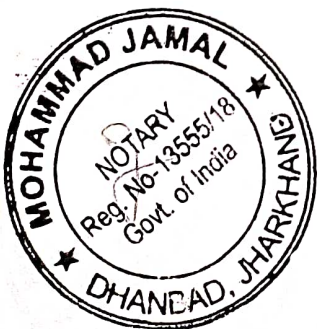
Kojal Baidya

7. (a) That the First Party, his, heirs, or appointed representatives will have full right over his share of constructed area and the First Party will be at liberty to use his share of constructed area either in full or part for his own accommodation or for sale, lease, transfer, mortgage etc. as desired by the First Party.

(b) That the Second Party, their heirs, appointed representatives will have full right over his share of constructed area and the Second Party will be at liberty to use his share of constructed area either in full or part for his own accommodation or for sale, lease, transfer, mortgage etc. as desired by the Second Party.

(c) That the First Party and Second Party will have joint utility rights proportionate to their respective shares over common areas such as Parking, common passage, stairs, lift shafts, plumbing shafts, open spaces etc.

8. That the First Party will have no other demand in future. The First Party will be bound to execute/ sign to the papers/ documents/ Agreements/ Sale Deeds with respect to the portion/ share of the Second Party whenever required without any delay and in executing/ signing such papers/ documents the First Party does not



Abdullah
Anwar
Pakistani

Kajal Bhatnagar

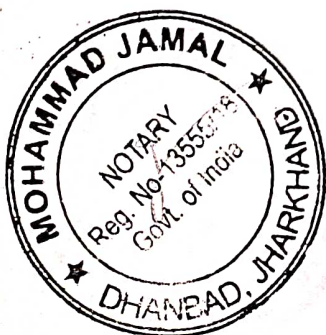
have/ will not have any objection. Similarly the Second Party will have no objection in execution of any documents/ Deeds if required with respect to the portion/ share of the First Party.

9. That the Development Agreement is in no way a partnership between the two parties.

10. That after possession of portion of the First Party his nominated person/ purchaser and after possession of portion of Second Party his nominated person/ purchaser/ firm, will have undivided ownership rights over the land proportionate to their share.

11. That the First Party from today after signing of this agreement hands over possession of land mentioned in Schedule — 'A' to the Second Party to enable the Second Party to develop and to construct a multi-storeyed building over the land.

12. That the First Party hereby agrees and declares that in relation to the Schedule - 'A' land no other Development Agreement prior to today's signing of this agreement has been executed by the First Party and neither any agreement of any nature will be executed by him in future and if found so it will be treated as contrary to the terms of this agreement and will be treated as null and void.



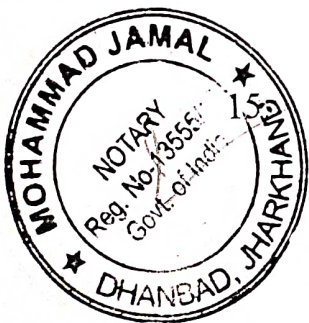
Abulhasan
Amara Pakshi

Kajal Bhatnagar

13. That the First Party has agreed with the Second Party that the First Party or his heirs will not sell the Schedule land to anyone and will not execute any document which is contrary to the terms and conditions of this agreement.

14.(a) That construction of the building will be completed within 3 years (Three Years) along with a grace period of further six months from the date of Execution of this Development Agreement. The Land Owner/ First Party has agreed that for the time loss due to the natural calamities, labour strikes, lock-out etc. which is beyond reasonable control of the Second Party, additional time will be granted by the First Party which will be in addition to the stipulated time Schedule of within 3 years (Three Years) with a grace period of 6 months.

(b) That in the event of the Second Party failing to handover the portion of First Party as per time Schedule as stipulated in Clause 14(a), the market rent for the portion of First Party will be given by the Second Party.

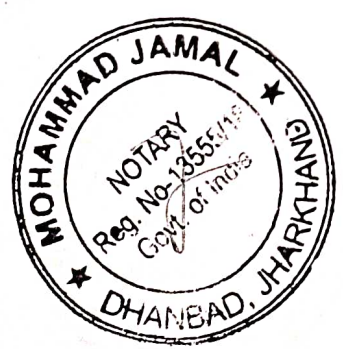


That the First Party /Land Owner hereby declare to the Second Party as follows:-

Arumer Bakshi

Kajal Bakshi

- (a) That the Schedule – ‘A’ land is undisputed and is in their peaceful possession and there is no loan on the Schedule ‘A’ land/ property and the flat constructed over the land is saleable to any person/ firm
- (b) That No Land Acquisition Notice has ever been issued by any Government Authority with respect to the Schedule - A Land.
- (c) That no other person has any right over the Schedule - A land and only the First Party/Land Owner has full right over the Schedule - A.
- (d) That if any claim is made by heirs/ dependents of the First Party than it will met by the share of First Party only and the Second Party /Developer will be kept free from such claims.
- (e) That the First Party /Land Owner has authorized the Second Party /Developer to do all the development related works in their (Second Party's) name and at their expenses and the First Party will have no right to interfere in any manner in construction of the proposed multi-storeyed building except for the portion/share of the First Party.



Baluchi
Arzuna Baluchi

Koyal Baluchi

(f) That the Second Party (Developer) will have full right to enter into agreement for sale, sale by registered Sale Deed or for execution of any other sort of Deed for the Second Party's portion/share of flats, parking spaces of the proposed multi-storeyed building and the First Party will not have any objection to this. Whenever the Second Party Developer requires signature of the First Party over these papers (agreement to sale, Sale Deed etc.), the First Party, will happily sign these papers.

15. The First Party hereby agrees to bear additional cost required for electric meter connection and maintenance charge of his share of flats.

16. Whereas a Registered General Power of Attorney has already been executed in favour of the second party/Developer by the first party / Land owner Vide Gift Deed No. – 5795 Dated – 17/08/2012 and Deed No – 6443 dated – 20/09/2012 registered at SRO Dhanbad so that the Developer should not face any difficulty, in construction of the proposed multi-storeyed building and in transferring the constructed flats and parking spaces to the clients of the Second Party.



Bahar
Arzuna Baiski

Kajal Baiski

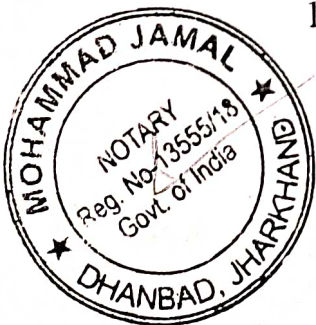
17. The Second Party (Developer) has agreed to the First Party for the following:-

(a) The total cost of construction of the multi-storeyed building will be borne by the Second Party and the First Party will not make any expenses.

(b) That the Second Party will not do anything which affects or harm the right, title of the First Party.

18. That if so required, the First Party/ Land Owner will be bound to execute Sale Deeds in favour of persons/ purchaser nominated by the Second Party for the Flats, parking spaces, common areas of the portion/ share of the Second Party. If the First Party do not execute such sale deeds than the Second Party will give 15 days' notice to the First Party and if even after receipt of notice the First Party does not execute the sale deeds, than the Second Party/ Developer will have right to take suitable legal action to get such sale deeds executed in favour of their customer/ purchaser.

19. That First Party himself as well as purchasers of the flats of the portion of First Party will be bound to become member of the Co-operative Society/ Committee Constituted for maintenance and service of the



Bakshi
Anurag Bakshi

Najim Bakshi

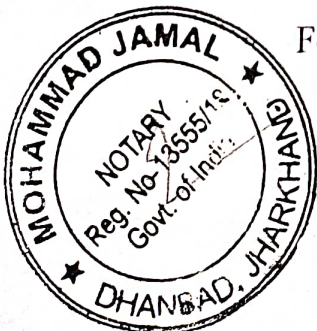
multi-storeyed building and will also be bound to pay the monthly maintenance charges as fixed by the Committee!, Housing Society of all the flats owner. That all owner of Shop/Office/ Flat/Multi Complex or whatever will have equitable right, Interest, Title over Common like passage, terrace, lift guard room, Generator etc. after the unit of the complex are sold to them respectively.

SCHEDULE 'A' ABOVE REFERRED TO

Description of the land of the First Party over which the Apartment Building namely "BAKSHI HEIGHTS" is being constructed. The piece of land over which the Multi-Storied Apartment Building will be constructed, measures in area 16.51 decimals of land situated in Thana No. 7, Khata No. 109 & 62, Plot No. 2195 & Plot No. 2203, Mouza — Hirapur, Distt. - Dhanbad (Jharkhand).

The 16.51 Decimal Land butted and bounded as follows:

This is to certify that this land do not belong to Government Land, Forest Land and is out of Government Acquired Land.



Bahuti
Aruna Bakshi
Kajal Bakshi

In witness whereof the parties hereto have set their hands and have signed this agreement at the place and on the day, month and year first written hereinabove and in presence of the following witness.

1) Bahuti
2) Aruna Bakshi
Signature of the First Party

23/4/21
SUBHASH PRASAD SINGH
ADVOCATE
E/No- 252/2000
CIVIL COURT, DHANBAD, JHARKHAND

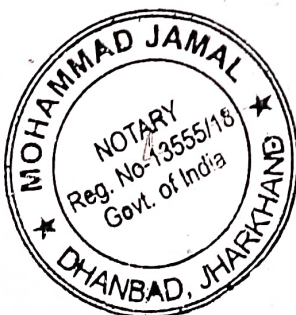
Kajal Bakshi
Signature of the Second Party

Certified that contents of this sale deed have been read over by the vendors and confirming party and also explained in Hindi to them who having fully understood the same have executed the deed voluntarily and freely and whose signature and thumb impression are hereby attested.

Drafted by..... (At Dhanbad)

Witness:

Rejendra Bisoi
Prabir Das



NOTARY
DHANBAD
23/4/21
Authorised
u/s 297 (i) (c) of the Cr. P.C. 1973
(Act No 11 of 1974) & u/s (8) (4)
of the Notaries Act 1952
(Act No 53 of 1952)

आदेश नं 1557/आक 21/10/2021

अनुसूची 21-प्रपत्र 1/पृष्ठ 112।

सम्पत्ति अवधार-प्रमाणपत्र

प्रमाण पत्र सं... 1049... 2021

आदेश सं... 1049... 2021

पुंजी की... M/s Bina Corp...
 संविदा के सम्बन्ध में विभाजन सम्पत्तियों पर और अवधारों का स्विचिंग प्रमाण-पत्र रखा जाय।
 (आवेदन में दिये गये हथके अनुसार विवरण 2) *Heaps of Dabed*

इसलिए मैं इसके द्वारा प्रमाणित करता हूँ कि उक्त सम्पत्ति को प्रभावित करने वाले सम्पत्तियों और अवधारों के बारे में बही 1 में और उक्त सम्पत्ति अनुक्रमणिका में ता... *To fill date*... तक सत्यापन करे गए और वेही सत्यापन के बाद निम्न सम्पत्तियों और अवधारों का पता पता है।

क्रम सं.	क) संपत्ति का विवरण	निष्पादन की तारीख	ख) दस्तावेज नंबर और मूल्य	पति के नाम		दस्तावेज की प्रतिलिपि के प्रति विवरण		
				निष्कारक	शरीदार	पृष्ठ 1	2	3
	Name - <i>Heaps of Khate</i>							
	<i>21958</i>	<i>2203</i>	<i>Total Area - 16.5 dec</i>					

क) दस्तावेज के अनुसार विवरण दर्ज करें। *R. H. Sen*
 ख) संवक-पत्र की दशा में व्याज की दर और शुभताग की अंश दर्ज करें। यहाँ, कि इसके बारे में उल्लेख हो।
 2. पट्टे की दशा में पट्टे की अवधि और वार्षिक लगान दर्ज करें।

में यह भी प्रमाणित करना है कि उपरोक्त संव्यवहार और अवधारों को छोड़, ऊपर प्रामाणिकता की प्रमाणित करने वाले किसी अन्य संव्यवहार और अवधार पर पता नहीं चलता है।

निम्न व्यक्ति में सलासी की और प्रमाण-पत्र तैयार किया :

(हस्ताक्षर) - *[Signature]*

(पदनाम) - *Clerk*

सलासी का साधन और प्रमाणपत्र की उक्त निम्न व्यक्तियों में की

(हस्ताक्षर) - *[Signature]*

(पदनाम) - *Clerk*

कर्यालय *Dist. Sub-Registry Office*



तारीख *21/10/2021*

[Signature]
निम्न पदाधिकारी एवं हस्ताक्षर

दिश्यायी - इस प्रमाणपत्र में जो संव्यवहार और अवधार दिखाये गये हैं वे आवेदक द्वारा गणा प्रामाणिकता विवरण की अनुसार पाये गये हैं। यदि आवेदक द्वारा दिये गये विवरण से निम्न विवरण देकर किसी इन्हीं सम्पत्तियों की निम्नलिखित सलासियों में दिखाया गया हो; तो वेही सलासियों से प्रमाणित संव्यवहार (इन्वेन्शन) इस प्रमाण पत्र में शामिल न किये जायेंगे।

2) निम्नपत्र अधिनियम की धारा ५७ के अधीन जो व्यक्ति बहियों और अनुक्रमणियों (इन्वेन्शन) की प्रविष्टियों देखाया करते हो, अथवा जो उनका प्रतिनिधि सेवा करते हो अथवा निम्ने विनिर्दिष्ट सम्पत्तियों के अवधारों के प्रमाणपत्रों की जनरल हो उन्हें सलासी स्वयं करना होगा। विहित कीस पर गुप्तान करने पर बहिमा और अनुक्रमणियों उनके सामने रख दी जायेंगी।

क) किन्तु यदि यथागत मामले में आवेदक ने स्वयं सलासी नहीं की है, इसलिए कर्यालय में अपेक्षित सलासी अपने परदास साधनानी से की है। फिर भी विभाग प्रमाणपत्र में दिये गये सलासी विभाग की विरती भूत के लिए किसी भी तरह जिम्मेदार नहीं होगा।

ख) और यदि यथागत मामले में आवेदक ने अपेक्षित सलासी स्वयं की है और यदि उपरोक्त दिये गये संव्यवहार और अवधारों के सत्यापन के बाद प्रमाणपत्र तैयार किया गया है। इसलिए विभाग आवेदक को न किये गये ऐसे संव्यवहारों और अवधारों की छूट के लिए किसी भी तरह जिम्मेदार न होगा। जितने उचित सम्पत्ति पर प्रभाव पड़ता है।

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