



झारखण्ड JHARKHAND

D 421979

### DEVELOPMENT AGREEMENT

This Agreement of Development is made on this 15<sup>th</sup> Day of MARCH in the year 2018 By & Between :-

(1) **TASNEEM FATMA**, D/o. TABASSUM JAHAN by faith Muslim, by occupation student R/o Mannan Chowk, Maulana Azad Colony, Lowadih, Ranchi Jharkhand-834010  
(2) **NAFISHA KHATOON** W/o. JAWED ALAM by faith Muslim, by occupation Hosusewife R/o. Hanif Colony P.S. & Dist-Hazaribagh, Jharkhand-825301. (3) **SHAHANAJ BEGUM** W/o. MD. SHAHID ALAM by faith Muslim, by occupation Housewife, R/o. H No.31, Kamar Makhdumi Road, Matkuria, Near Noorie Masjid Wasseypur, Dhanbad (Jharkhand)-826001 (4) **ISRAT JAHAN**, W/o. SABIR ALAM by faith Muslim by occupation Housewife R/O. House No.10 Ambikapur, Surguja Chhattisgarh-497001. Herein after jointly called and referred to as **LAND OWNERS** which expression shall unless excluded by an repugnant to the context he deemed to mean & include their heirs, successors, representatives and assignee of the **FIRST PART**.

**BULTRON ESTATES PRIVATE LIMITED** represented by its Director, **MD. AASIF RASHID ANSARI**, S/o. Abdul Rashid Ansari by faith Muslim resident of Ansari Mansion Ghani Colony, Bhuli Road, Near Sub post office, Dhanbad Jharkhand-826001, P.S. Bank More, Dist-Dhanbad herein after called and referred to as the **DEVELOPER** which expression shall unless excluded by any repugnant to the context be deemed to mean & include its legal heirs, successors, representatives, assignee etc. of the **OTHER PART**.

*Tasneem Fatma*  
*Mahin Khatoon*  
*Shahnaz Begum*

*इसरात जहाँ*



धनबाद कोयला कारोबार निगम

कोयला पत्राधिकारी  
धनबाद

No. 3502 Date 22-2-18  
 Name Md. Asif Husain Ali  
 Address above entry  
 P.S. Bareilly  
 Value of Stamp 100/-  
 Through Post (G.P. Order)  
 Part of Stamp

copied  
 Chandan Kumar Lala  
 S.V. Dhanbad, No. 1/82-B

STAMP

Whereas, Land owners have absolute right, title, interest and possession over the properties in **MOUZA DHANBAD, MOUZA NO:-51 KHATA NO:-54**, Plot No:-134, 135, 137, Area **38 Decimals** area of Land is being allotted for the purpose of Development, which is described more specifically in schedule A.

And Whereas, the first part are desirous of getting the said schedule land to develop by construction of multistories building i.e, commercial cum residential building and for that owners approach the DEVELOPERS for the said purpose.

AND WHEREAS, the DEVELOPER has satisfied about the right, title, interest and possession of the OWNERS after looking into their title deeds of the aforesaid Schedule A property and technically feasibility of the construction work of the proposed multistoried building on the ownership flats/units/premises basis and all other related matter.

NOW THESE PRESENTS WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS :

1. DEFINATION : Unless there is anything repugnant to the subject or context the following terms will have the meaning assigned to them:
  - a. OWNERS : shall mean 1) **TASNEEM FATMA**, D/o. TABASSUM JAHAN by faith Muslim, by occupation student R/o Mannan Chowk, Maulana Azad Colony, Lowadih, Ranchi Jharkhand-834010 (2) **NAFISHA KHATOON** W/o. JAWED ALAM by faith Muslim, by occupation Housewife R/o. Hanif Colony P.S. & Dist-Hazaribagh, Jharkhand-825301. (3) **SHAHANAJ BEGUM** W/o. MD. SHAHID ALAM by faith Muslim, by occupation Housewife, R/o. H No.31, Kamar Makhdumi Road, Matkuria, Near Noorie Masjid Wasseypur, Dhanbad (Jharkhand)-826001 (4) **ISRAT JAHAN**, W/o. SABIR ALAM by faith Muslim by occupation Housewife R/O. House No.10 Ambikapur, Surguja Chhattisgarh-497001.
  - b. DEVELOPER: shall mean First Choice Developer, a Proprietorship firm having its Head Office at Arah More, P.S. & Dist Dhanbad, and its executors, administrators, successors-in-office, legal representative, and/or assigns.
  - c. LAND: shall mean the land which is more fully described in the schedule A given below.
  - d. BUILDING: shall mean the building proposed to be constructed over the said land with sanctioned plan Dhanbad Municipal Corporation or Any Competent Authority.
  - e. SALEABLE SPACE: shall mean the space in the building available for independent use and occupation inclusive of proportionate share of the space required after making due provisions for the common facilities and the space required there for.
  - f. ARCHITECTS: shall mean such Architect or Architect may be appointed from time to time for the project at the said building.
  - g. BUILDING PLAN : shall mean such Architect appointed by the Developer for the

SEED AT  
Tasneem Fatma  
Musica Khatoon  
Shahna Begum



construction of the Building on the said property and sanctioned by the Dhanbad Municipal Corporation and/ or other competent authorities.

- h. OWNER'S ALLOCATIONS: shall mean the portion of the super built-up area in the proposed building, which is to be allocated to the owner as a part OWNER'S portion in accordance with the terms and condition of these presents including the proportionate share in the common facilities and amenities.
- i. DEVELOPER ALLOCATIONS: shall mean the remaining portion of the building on the said property after the allocation made to the owner including the proportionate share in the common facilities and amenities of the proposed building on the said properties.
- j. COMMON FACILITIES AND AMENITIES: shall include corridor, hall ways, lift, stair ways, passage way, drive way, common lavatory, pump room, tube well, underground reservoir, over headed water tank, water pump, motors generators.

NOW THIS DEED OF AGREEMENT INCLUDING ALL THE TERMS AND CONDITION WITNESSETHAS FOLLOWS:-

1. That the promoters/ Developer/ 2nd Party shall get the building plan prepared through any reputed Engineer/ Architects of planner and shall be submitted in the DMC/ sanction authority their own cost expenses.
2. That the plan of the Building so prepared of required during or after sanction may be modified revise and Alter according to promoters choice or the need as may so occur in future for feasibility of the project by modification Permission of DMC / Sanction authority
3. That soon after passing the building plan by the authority the promoters/ Developer shall forthwith start construction of the proposed building and complete in all manner the same strictly in accordance with the said plan with all fixture fittings an installation within 36 (Thirty Six) months from the date of handover of the Plot.
4. That after completion of the building the Developer shall handover the ready and complete 40% of the total area passed by the Dhanbad Municipal Corporation or any competent authority with complition certificate issued by DMC/ Sanction Authority.
5. That the remaining total constructed area excluding the Land owner's allocation shall be transferred sold to various intending buyers by way of recognized mode of conveyance by the Builder/ second party without any objection and concern of the Land Owner/ First party.
6. That the First Party & second Party during the course of constructions of the building Shall be at liberty to receive advance or full payments of the flats & Shops and services falling on its/ share from the respective buyers at any time according to its/ their own convenience / need.
7. That the first parties executed and registered the Development agreement with general power of attorney in favour of the second party vide power no 142 . Cost of stamp duty and registration charge will be born by the second Party.

Field No. 1  
Jaswanto Jalmae.  
Mabisa  
Shahna & Degum  
Khanom





shall be borne by the second part.

- G. The second party shall complete the proposed construction within 36 months from the date of ground breaking the construction may be delayed subject to reason and cause of act of god natural calamities rites, war strike (unavailability of building materials or labors/masons) and such other reasons beyond control or reach of the human being.
- H. The second party shall take all responsibilities for construction of the proposed building.
- I. The second party shall take all responsibilities for construction of the proposed building.
- J. The second party shall use the General Power of Attorney given by first Party exclusively for the purpose of construction of the proposed building and shall indemnify the 1st party from any loss due to misuse of the Power of Attorney.

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

1. That the FIRST PART i.e, the Land owners shall get 40% of the total area passed by the the competent authority which is more specifically described in schedule B. The Second Party i.e, the Developer shall get 60% of the total area passed by the competent authority.
2. That the total area is 38 Decimal of land which is being allotted for the development purpose.
3. That the SECOND PARTY i.e; Developer shall give Rupees 38 Lakhs as a security money to the FIRST PARTY i.e; the land owners, which should be refunded by the FIRST PARTY i.e; the land owners to the SECOND PARTY i.e; the Developer as soon as the FIRST PART will receive advance on booking on its share allocation without any delay.
4. The parties shall be fair and honest to terms of this development agreement.
5. 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.
6. 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.
7. 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 borne by the flat

Handwritten notes on the left margin:  
Jassem Fatma  
Mubina Ishaq  
Shahma & BC Gum



buyers and the first party.

8. 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.
9. The second party shall be entitled to raise funds from the intending buyer(s) through any financial source at their risk, cost and liability and first parties will in no way liable for that.
10. The second parties shall have the power to execute and register the sale deed(S) in favor of the intending buyer(S)
11. The parties hereto shall save harmless and keep indemnified to each other against any loss/ damage/ incident suit or proceedings.
12. 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.
13. The parties may alter or amend any term of this agreement if found necessary.
14. 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.
15. Maintenance of the common facilities shall be the joint responsibility for all th owners and occupiers but the maintenance of the internal flat and facilities shall be maintained and borne by the individual flat owners.
16. That the First Party & Second Party Both will have the full rights on the roof area i.e. Terrace & the outer wall of the multi storied building to be constructed.
17. JURISDICTION: the court of Dhanbad alone shall have jurisdiction to try and reaction in all actions its proceedings arising out of this agreement.
18. ARBITRATION: all dispute and differences arising out of this agreement between the parties regarding interpretation of any term and condition herein contained and / or determination of any liabilities or touching these presents shall be referred to two arbitrators one to be appointed by the land 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

श्री श्री जसमूल जामना  
नाहन कलकत्ता  
शहनाज बेगम

BUILTRON ESTATES PVT. LTD.  
*Asif Rashid*  
DIRECTOR

## SCHEDULE OF SPECIFICATION

- Shabnaz Begum  
Nubisa Khanam  
Soni Vio
- a) RCC FRAME structure and RCC ROOF SLAB
  - b) Interior Wall finished with Plaster of Paris.
  - c) Floor Vitrified Tiles in all Area.
  - d) 32 MM flush door painted with colour.
  - e) Aluminium Sliding windows with glass Pannel.
  - f) Glazed Tiles on Walls up to 6'-0' Heights in Toilets. Size 12"x18" (Somani, Kalaria, equivalent).
  - g) RCC shelves to be made on extra cost in Wardrobes or wherever requested.
  - h) All the kitchen Slab will have polished Granite Marble Fitting with Steel Sink.
  - i) 2'-0' High Glazed Tiles will be provided from kitchen slab and Aqua guard Point shall also be provided.
  - j) concealed water line with C.P. Fitting. (Jagwar, Jal, SS or equivalent)
  - k) concealed Electrical line with piano type switch with ISI mark.
  - l) Extra Water Connection will be provided from Municipal Corporation at Extra cost on request of flat owners.
  - m) Underground water Reserision O.H. Tank connected with deep fube well.
  - n) Lift Provide of lift for six Passengers (OTIS)

BUILTRON ESTATES PVT. LTD.

*Rasif Rashid*  
DIRECTOR



## SCHEDULE A

(1) TASNEEM FATMA, All that pieces & parcel of raiyati land in Mouza:- Dhanbad, Mouza No. 51 within P.S. & Dist-Dhanbad appertaining to Khata No.51, Plot No:-134, (3 Decimal of Land), Plot No. 135 (7 Decimal of Land) Total Area of Land is 10 Decimal.

NORTH : Plot No. 127 SOUTH:- Plot of NAFISHA KHATOON  
EAST : Plot of SHAHANAJ BEGUM WEST : Plot No. 136 & 137.

(2) NAFISHA KHATOON All that pieces & parcel of raiyati land in Mouza:- Dhanbad, Mouza No. 51 within P.S. & Dist-Dhanbad appertaining to Khata No.51, Plot No:- 134 (7 Decimal of Land), Plot No. 137, (2.5 Decimal of Land) Total Area of Land is 9.5 Decimal.

NORTH : Plot No. 137 & Plot No. 134 SOUTH:- Bhuli Road  
EAST : Passage WEST : Plot of ISRAT JAHAN

(3) SHAHANAJ BEGUM All that pieces & parcel of raiyati land in Mouza:- Dhanbad, Mouza No. 51 within P.S. & Dist-Dhanbad appertaining to Khata No.51, Plot No:-134 (1 Decimal of Land), Plot No. 135, (8.5 Decimal of Land) Total Area of Land is 9.5 Decimal.

NORTH : Plot No. 127 SOUTH :- Plot No. 134 ends  
EAST : Plot No. 122 & 123 WEST : Plot of 136 & 137

(4) ISRAT JAHAN All that pieces & parcel of raiyati land in Mouza:- Dhanbad, Mouza No. 51 within P.S. & Dist-Dhanbad appertaining to Khata No.51, Plot 137, (9 Decimal of Land) Total Area of Land is 9 Decimal.

NORT : Plot No. 137 ends SOUTH : Bhuli Road  
EAST : Plot No. 134 WEST : Plot No. 138

In witness whereof both the parties have herein to set their respective hands on this day month & year first above written.

Total Area of Land is 38 Decimal which is being allotted by the First Part for the purpose of construction.

BUILTRON ESTATES PVT. LTD.

*Aarif Rashid*  
DIRECTOR

Tasneem Fatma Shahnaz Begum  
Nafisa Khatoon

ISRAT JAHAN

## SCHEDULE B

Allocation of share of multi storied building which is to be constructed, mentioned in Schedule A.  
That the First Part i.e. the Land owners shall get 40% of the total Area passed by the competent authority Which is more specifically described below :-

- (1) TASNEEM FATMA :- 15% of 40% of the total Area passed by the competent authority.
- (2) NAFISHA KHATOON :- 30% of 40% of the total Area passed by the competent authority.
- (3) SHAHNAJ BEGUM :- 35% of 40% of the total Area passed by the competent authority.
- (4) ISRAT JAHAN :- 20% of 40% of the total Area passed by the competent authority.

That the Second Part i.e. the Developer shall get 60% of the total Area passed by the competent authority.

SHRATI  
Tasneem Fatma

Nafisa  
Khatun

Shahnaz Begum

BUILTRON ESTATES PVT. LTD.

*Daraz Rashid*  
DIRECTOR



## SCHEDULE C

Advance Received by the First Parties which is mentioned below :-

- (1) TASNEEM FATMA :- Rupees 570000/-
- (2) NAFISHAKHATOON :- Rupees 1140000/-
- (3) SHAHNAJ BEGUM :- Rupees 1330000/-
- (4) ISRAT JAHAN :- Rupees 760000/-

Note :- These amount shall be returned at the commencement of Bookings by the FIRST PARTY else.

(1) The First Part shall not Receive rent of Rupees 20 Thousand. (Note :- Rupees Ten Thousand to be Paid as Rent To NAFISHA KHATOON & ISRAT JAHAN Each.

(2) The Second Part shall have full rights to receive advance for the recovery of Rupees 35 Lakhs from the First Party allocation which is described in schedule B.

### WITNESSES

1.

تاسنیم فاطمہ  
شہناج بیگم  
19 ستمبر 2019ء

2. Tahad Alam

S/o. Md. Wahid. Alam

Add. Wassey pur. Dhambad.

1. Tasneem Fatma.

2. Nabisa Khatun

3. Shahnaz Begum

4. ISRAT JAHAN

SIGNATURE OF THE FIRST PARTY

BUILTRON ESTATES PVT. LTD.

Aarif Rashid

Aarif Rashid  
DIRECTOR

SIGNATURE OF THE SECOND PARTY