



सत्यमेव जयते

INDIA NON JUDICIAL Government of Jharkhand

e-Stamp



Certificate No. : IN-JH08752941931897Q
 Certificate Issued Date : 14-Mar-2018 03:40 PM
 Account Reference : SHCIL (FI)/jhshcil01/ DHANBAD/ JH-DB
 Unique Doc. Reference : SUBIN-JHJHSHCIL0112401485735427Q
 Purchased by : JAMSHEDJI CONSTRUCTIONANDSTEEL
 Description of Document : Article 5 Agreement or memorandum of an Agreement
 Property Description : AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : JAMSHEDJI CONSTRUCTION AND STEEL
 Second Party : 0
 Stamp Duty Paid By : JAMSHEDJI CONSTRUCTION AND STEEL
 Stamp Duty Amount(Rs.) : 50
 (Fifty only)

S No. 75.....Date 16 MAR 2018



Md. Arshad
Sajid Alam

Ram Prasad Mahato
NOTARY
DHANBAD

Jamshed Ji Construction & Steel
Proprietor

.....Please write or type below this line.....

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made at DHANBAD on this the 16th day of March 2018.

BY AND BETWEEN

MD. ARSHAD, 2. SAJID ALAM, Both Sons of- Late Haji Md. Rizwan Ansari, by faith- Muslim, by Caste- Momin, by

Page 1 of 25

TQ 0001785744



Signature Alert: Authenticity of this Stamp Certificate should be verified at "www.shcilstamp.com". Any discrepancy in the details on this Certificate and as shown on the website renders it invalid. The onus of checking the legitimacy is on the users of the certificate.

Md. Ashraf
Sajid Khan

Jamshed Ji Construction & Steel
Proprietor

occupation- Businesses, Resident of- Ghani Colony, Arrah More, P.S.- Bank More Dhanbad, Chowki Sadar Sub-registry office- Dhanbad, Dist- Dhanbad, in the State of Jharkhand, hereinafter called and referred to as "LAND.

OWNER(S)" which expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, executors, administrators, representatives and assigns of the ONE PART. (Indian Citizen)

AND

M/S JAMSHED JI CONSTRUCTION AND STEEL, a proprietorship firm having its office at Gaddi Mohalla, Naya Bazar P.S. Bank More. Sub Division and District Sub Registry Office and District Dhanbad (Jharkhand) represented by SHEEREEN KHAN Daughter of- Kaleem Khan, by faith- Muslim, by occupation Business, resident of Gaddi Mohalla, MEHBOOB APARTMENT, Naya Bazar, P.S.-Bank More, District- Dhanbad (Jharkhand) hereinafter called and referred to as the DEVELOPER which expression shall mean and include its successors, legal heirs, assigns and legal representative of the OTHER PART.



WHEREAS the above named landowners have absolutely seized and possessed the piece of land measuring an area 7 Kathas 4 Chhataks under Plot No. 200, 238 & 239 bearing

Md. Arshad
Sajid Alam

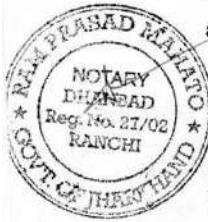
Jamshed Ji Construction & Steel
Proprietor

Khata No. 6 within Mouza Matkuria, Mouza No. 53 by diverse act of possession, acquired vide Sale Deed No. 7262 dated 09.09.2004, (entered in Book No. 1, Vol. No. 162 Page No. 94 to 101 for the year 2004 the Sale Deeds was registered at Dhanbad Sub Registry Office. The description of the land is given below in the Schedule 'A' of this agreement.

1. Md. Arshad, 2. Sajid Alam, both got mutated their name at the Circle Office, Dhanbad and regularly paid Govt. rent under Thoka No.2363.

AND WHEREAS the developer has requested the landowner(s) to allow him to develop the said lands and on the negotiation made between the parties hereto the landowner(s) has agreed to the proposal and authorize the developer to develop the schedule "B" land mentioned here-in-below for construction of multistoried building apartment (as per the Map approved by D.M.C/MADA, Dhanbad) as per specification detailed in schedule "E" mentioned here-in-below.

AND WHEREAS the parties here to have agreed on certain terms and condition share under recorded in writing to avoid any future complication.



NOW THIS DEED WITNESSETH AND IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERE TO AS UNDER:

Md. Arshad
Sajid Alam

Jamshed Ji Construction & Steel
Proprietor

01. DEFINITION :Unless there is anything repugnant to the subject or context the following terms will have the meaning assigned of them:

- (a) LAND OWNER shall mean 1. MD. ARSHAD, 2. SAJID ALAM, Both Sons of- Haji Md. Rizwan Ansari, and their respective heirs, executors, administrators legal representatives and/or assigns.
- (b) DEVELOPER shall mean M/S Jamshed Ji Construction and Steel, having its office at Gaddi Mohalla, Naya Bazar, P.S. Bank More, Sub Division and District Sub Registry Office and District Dhanbad (Jharkhand) represented by a proprietorship firm by SHEEREEN KHAN Daughter of- Kaleem Khan resident of- Gaddi Mohalla, MEHBOOB APARTMENT, Naya Bazar, P.S.- Bank More, District- Dhanbad (Jharkhand) and its executors administrators, legal representatives and/or assigns.
- (c) LAND shall mean the space on which proposed building to be constructed including vacant space to be left around each building and enclosed by existing boundary wall which is detailed in schedule "B" below.
- (d) BUILDING shall mean the building proposed to be constructed over the said land with sanctioned plan of



MD. ASHRAF
S. J. H. S.

Jamshed Ji Construction & Steel

Director

D.M.C/M.A.D.A. which will conform to specifications as mentioned in schedule "E" below.

- (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 common facilities and the space required thereof.
- (f) ARCHITECT shall mean such Architect or Architects may be appointed by the Developer from time to time for construction & completion of the project.
- (g) BUILDING PLAN shall mean a plan prepared by Architect appointed by the developer for the construction of die building on the said property and sanctioned by the Mineral Area Development Authority (M.A.D.A.) and/or other authorities.
- (h) LANDOWNER'S ALLOCATION shall mean the 31% portion of the constructed area in the proposed building which is to be allotted to the land owner in accordance with the terms and conditions of these presents including the proportionate share in the common facilities and amenities and as described in the Schedule hereunder.
- (i) DEVELOPER'S ALLOCATION shall mean the remaining portion of the building i.e. 69% of the total constructed



Md. Ashraf
Sole Proprietor

Jamshed Ji Construction & Steel
Proprietor

per specification detailed in the Schedule "E" below at its own cost and conferring on him the rights, powers privileges and benefits mentioned herein.

- (c) All costs of construction of the proposed multistoried building shall be borne and incurred by the developer and the landowner will not called upon to bear any expenses or costs hereafter but those cost as agreed to be borne by the landowners will be paid by the landowners.
- (d). On completion of construction of the said building the owner shall become entitled to exclusive use and occupation of the saleable area comprised in the land owner portion of the building and the developer shall put the owners in undisputed exclusively possession thereof.

03. (a) The developer shall be entitled to advertise in his own name-about the said development of the property and proposed sale of the flats/units portion/premises in the proposed building to be constructed and out up advertisement board on the property and to remove the debris and rubbish on demolition of old existing structures and to dispose of the same on its own cost.

The developer shall be entitled to enter into any agreement with any builder contractor, architect and to appoint agents but not to assign any benefit of this



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Sayed Haseem

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Proprietor

contract for the purpose of development of the said property in his own name and costs, risks and expenses.

(c) The land owner share of allocation shall be earmarked and the developer shall be entitled to all of flats or rights in the buildings and structures to be constructed so far as they relates to developers allocations and to enter into any package deal, sale agreement initiation thereto and the landowner(s) will be entitled for their share in the same manner.

04. The landowner shall at the cost of the developer shortly after execution of this agreement execute a registered General Power of Attorney in favors of the representative of developer firm giving him all necessary powers required to carry out the work of development and for completion of the project work. i.e. for construction of a multistoried residential/residential cum commercial building. That the owners shall in no case revoke or cancel the said General Power of Attorney, until and unless there is any breach of contract.

05. That, before start of actual execution of the development at site, developer will get approval of the proposed map from MADA. & other Govt. department landscaping and the complete lay-out from the land lord. The share of land lord



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Singh

Jamshed Ji Construction & Steel

Jamshed Ji
Proprietor

will be specifically ear-marked on the map and should be agreed by the land lord (all the members).

06. The landowner shall at the request and costs, expenses and charges of the developers, assign, execute from time to time all plans, applications for layouts, construction of the building and structures on the said property and all other documents that might be necessary for giving proper effect of these presents if and when necessary.
07. (i) The developer covenants and agreed to complete the development and construction of the building with all amenities thereon as per specification within 36 months from the date of issue of sanctioned plan from D.M.C/M.A.D.A -with a grace period of 6 (six) months, subject to force major reasons and/or other reasons which is beyond the control of the developer. In these circumstances, time to complete the construction of the said building shall reasonably stand extended from time to time by mutual consent.
- (ii) It is declared and agreed these present shall not be treated as conveyance or demise or transfer of any right, title or interest in the said property to the-developer excepting the right to develop and/or construct multistoried building after demolishing of the existing structures and these presents shall be



Md. Ashraf
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treated only a license in favour of the developer to do all acts, things and deeds expressly provided herein and contained in the Power of Attorney to be executed.

08. (i) The portion of the building which is to be allocated to the landowner share 31% constructed area out of the total constructed area in the said building for residential cum commercial purpose with all amenities and the medium size car space in the basement area of the building in respect of 31% share for car parking.
- (ii) On completion of the said building the developer shall inform to the landowner in writing and the landowner will immediately take possession on and from the date specified in the letter for taking possession. The landowner shall be responsible to pay all taxes, services charges and other outgoings in respect of the common facilities in the said building, proportionate landowner allocation. Provided that any additional insurance premium costs or expenses by way of maintenance for any particular use of for any portion within the landowner allocation shall be paid by the landowner.



Md Ashraf
Sajid Akbar

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- (iii) The landowner shall bear towards the cost of installation of electric meter to the extent of landowner(s) allocation only. The land owners shall pay 31% expenditure towards the total cost related to installation of generator, electrification, wiring, municipal water connection, and proportionate share of cost of transformer etc. and rest 69% shall be borne by the developer/ builder.
- (iv) That after sanction of the building plan the land owner and the developer shall amicably allocate all the flats, parking space etc. according to their proportionate share and shall sign and execute necessary document to avoid future complication between them. The agreement for allocation of share shall be treated as part of this Development Agreement.
- (v). In addition to the portion of the said building in the landowner allocations the landowner shall have no claim in respect of the roof of the said building irrespective of the owners allocation or developers allocation provided that any occupier of any flat/unit/space in the said building shall have the right to visit the roof with technical



Md. Jahangir
Sajid Hussain

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hands and or workers for the purpose of inspection of the common overhead water tanks, installation of radio aerials. T.V. antenna, cables, dish antennas etc. repairs and replacement thereof. Be it clearly mentioned that if in future the competent authority permit the developers to make further-construction over the roof of the. proposed building the landowner shall have 31% and the developer will have 69% right over the roof of the proposed multi-stories building.

09. A society shall be formed by the parties (Fiat owners) here in for the management and administration of the said building, including the portion in common use and sharing the expenses of management, administration and maintenance of amenities in the said building including the use there of and any rules and regulation framed under the society shall be binding on the occupiers of the said building, including in the owners allocation and in the developers allocation.
10. Any transfer of any portion of the said • building out of the landowners) allocation or developers allocation shall be subject to the provisions contained herein and all occupier shall be bound by the provisions contained in any agreement, rules, regulations, byelaws and restrictions contained herein.



Md. Arshad
Sahil Akhla

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Proprietor

11. Neither the landowner nor the developers nor any person occupying in portion of the said building, whether in the landowner(s) allocation or in the developers allocation, shall use or permit to be used his portion or space occupied by him or his agents, for carrying on any illegal or immoral trade or activity or to do or allow anything to be done that might cause any nuisance or annoyance or hazard to anybody inside the building or outside the building or to store any inflammable or explosive materials, goods or products.
12. The development of the said property by constructing building, containing dwelling units/ownership flats space shall be in accordance with the specification, plans, schemes and approvals of the competent authority, rules & regulations and by el aw of the authorities applicable at the cost, risks and responsibilities of the developer, the landowner having no responsibility in respect thereof in any manner whatsoever saved as contained herewith.
13. (i). The landowner hereby entrusts handover and give permission to developer to enter into the said property to demolish the existing structures, develop the property and construct multistoried buildings thereon containing dwelling units/owner ship flats, shop and office spaces in accordance with the plan and specification mentioned here-in-after in schedule "E".



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Jamshed Ji Construction & Steel
Proprietor

- (ii) The developer here by agrees to develop and/or cause to be developed the said property by constructing one or more buildings with good materials containing in the building/dwelling units/ownership flats, shops space in accordance with the agreed specifications of sanctioned plans, the rules and regulations in relations there to with approval and/or sanction of the concerned authorities and at his own costs, expenses and arranging his own finance at his own risk and responsibility.
14. The developer shall be entitled to inspect the title deeds, as and when required The Landlords shall handover the original documents to the developer for financial assistant or any other requirement till the completion of the said building.
15. (i) The landowner declare that he has not agreed, committed to or contracted or entered into any agreement for sale or lease of the said property or any part thereof to any person other than this developer and than this have not created any lien, charge, mortgage or encumbrance on the said property and that they would keep the said property free from all encumbrances during the subsistence of the presents.



Md. Ashraf
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(ii) The landowner further declares that they have not done any acts, things, deeds or matter whereby or by reasons of the said building or/and property may be affected or prevented in any manner whatsoever and that they undertakes to remove any possible impediment to the implementation of these presents. The landowner declare that the land in question is free from all encumbrances and the land owner have hold good right, title, interest and possession over the same, if any complication arise regarding right, title, interest and possession in respect of the said lands it is the duty of the landowner to remove the same at his own cost and responsibility and indemnify the developer about the same. If any loss is caused due to any dispute between the landowners or co-shares of the landowners part, or due to any fault of the Landowners, in such event the developer shall recover the loss from landowners.

(iii) The landowner declare that he has not received any notice/information from any govt. local authority, municipal corporation authority or any other competent authority or any person/s affecting the said property or imposing any restrictions on the development of the said property in the manner proposed here in.

The land landowner hereby undertake, agree and covenant, not to cause any interference by themselves or through



Md. Ashraf
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others in the development of the property or in the construction of the new building on the said property by the developer or through its agents, or do any deed or act preventing the developer from disposing of selling, assigning or disposing of or transferring any portion of the developers allocation of the new building or to deal with the developers allocation in any manner whatsoever.

17. The technical feasibility, compliance of all technical parameters and other technical aspects related to development will be sole responsibility of the developer.
18. The agreement entered between developer and the buyer will be sole responsibility of the developer. Any dispute related to performance, timely completion, payment, quality ownership etc. will be between the developer and the buyer and land lord in no way will be responsible for the same.
19. Various clearances from various authorities and its legality with respect to this development will be sole responsibility of the developer.
20. Developer will be solely responsible for any accident, incident, loss, demise of life or property till the property is handed over to buyer. Any liability arisen due to the same will be sole responsibility of the developer.
21. Be it stated that the developer shall approved the plan from D.M.C/M.A.D.A of the proposed multistoried residential



Md. Ashraf
Safiq Hussain

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cum commercial complex after confirmation and approval from the landowner. A contractor shall be appointed by the developer to demolish the existing structures at its own cost and expenses. And all the material of the demolish structure shall become the property of the Developer and the developer shall remove, dispose-off or use the same immediate for speedy construction of the said building and the landowners will have no concern to it.

22. That in case of any accident or death during the construction work it will be the sole responsibility of the developer and the land owner will be kept fully indemnified against all actions, suits, proceedings and cost, charges and expenses in respect thereof by the developer.
23. That in case, in future any additional construction is permitted or sanctioned and constructed by the developers, this will be shared mutually with the same terms as contained in this agreement.
24. That/ this agreement shall not ever deemed to constitute a partnership of any sort between the parties hereto.
25. It is hereby agreed by the parties that all disputes and differences arising out of in relation to these presents or touching the development, demolition of the old structure/ constructions specifications, allocations of new building and in relation thereto shall be referred to the sole arbitrator appointed by the parties hereto mutually to the



Md. Arshad
Sajid Alam

Jamshed Ji Construction & Steel
Proprietor

arbitrator. The award of arbitrator/arbitral shall be binding on both the parties. All actions, suits, legal proceedings arising out of or in relation to this presents shall be decided within the Jurisdiction of Civil Court, Dhanbad. Jharkhand.

THE SCHEDULE" A" ABOVE REFERRED TO
THE LAND), As per Sale Deed

All the piece and parcel of Rayati right of land measuring 7 Kathas 4 Chattak under Plot No. 200, 238 and 239 being khata No.: 6 Mouza No: 53 P.S District- Dhanbad. By diverse act of possession, acquired vide sale deed No. 7762 dated: 09/09/2004. (Purchase by 1. Md Arshad 2. Sajid Alam both s/o late Haji Md. Rizwan Ansari).

THE SCHEDULE "B"

(description of Land, which is given by the landowners to the Developer for Development and construction of Multistoried Building)

All the piece and parcel of Rayati right of land measuring 7. Kathas 4 chattak Plot No. 200, 238 and 239 khata No. 6 within Mouza No. 53, P.S., Dhanbad, District-Dhanbad being butted and bounded as under :-

North:-

South:-

East:-

West:-



Mr. Ashraf

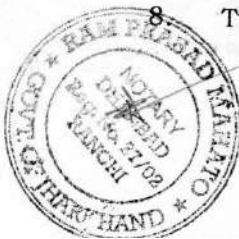
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Jamshed JI Construction & Steel

Proprietor

THE SCHEDULE "C" ABOVE REFERRED
TO (THE COMMON PORTIONS)

1. Staircases on all floors of the proposed building.
2. Staircase and the Lift Landings on all floors of the proposed buildings.
3. The common path, passages and areas in the Land comprised in the said premises and in the proposed building (excepting expressly such areas therein as are not needed or held or intended for use by any particular person) including the Beams. Foundation and support of the proposed building.
4. Driveway and lobby in the ground floor or basement of the proposed building (save except the car parking spaces demarcated by the Developer therein and/or the open land at the said premises).
5. Boundary walls and the main gates of the said premises.
6. Drainage and the sewerage lines and connections.
7. All electrical connections, installations, wirings, meters and fittings (excluding only those that are installed with the exclusive area of Flat, shop & office space in the proposed building and exclusively meant for its use).
8. Tubewells and their installations, if any.



Md Ashraf

Sayf Alauz

Jamshed Ji Construction & Steel

Proprietor

9. Water pump and its installations, pump room water reservoir, water tanks and all common installations for carriage of water (save and except only those as are within any Flat or shops and are for use by the occupier of such Flat or Flats) and are for use by the occupier of Flat or Flats or shops (exclusively) in and/or to and/or in respect of the proposed building.
10. Lift well installations, lift room and the lift machine room in the proposed building.
11. Such other common paths or area, equipment, installations, fittings and fixtures in or about the land comprised in the said premises and in the proposed building as are necessary for the user in common between the landowner of the proposed building from time to time expressly excluding the roof of the proposed building and the parking area in the basement and-'or the ground floor of the proposed floor of the proposed building and-'or in the open land comprised in the said premises.



THE SCHEDULE "D" ABOVE REFERRED TO

All costs of maintenance, operating, replacing, repairing, white washing, painting, decorating, re-decorating, re-building, re-constructing, lightening the common portions,

Md. Asifur Rahman

Sajid Akbar

Jamshed Ji Construction & Steel

Proprietor

and common area in the proposed building including- its outer walls.

2. The salaries of all persons employed for the common purposes including darwan, security personnel, liftman, sweepers, plumbers, electricians etc.
3. Insurance premium for insuring the proposed building if any.
4. All charges and deposits for supplies for common utilities to the co-owners in common.
5. Municipal tax, water tax and other levies in respect of the premises in the proposed building save those separately assessed on the purchaser.
6. Costs, of formation, operation of the Association (if any), for the maintenance and the management of the premises, the proposed building and the common portion thereof.

Costs of running, maintenance repairs, and replacement of lift transformer (if any) generator (if any), pumps and common installation including their license fee taxes and other levies (if any).



Md. Ashraf

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Jamshed Ji Construction & Steel

Proprietor

8. Electricity charges for the electrical energy consumed for the operation of the common services.
9. All litigation expenses incurred for the common purpose and relating to the common use and enjoyment of the common portions.
10. All other expenses, taxes, rates and other levies etc. as are deemed by the Developer to be necessary or incidental or liable to be paid by the co-owners in common including such amounts as be-fixed for creating a fund for replacement, renovation, painting and/or periodic repairing of the common portions.

THE SCHEDULE "E" ABOVE REFERRED
TO SPECIFICATION FOR THE BUILDING

The developer within the stipulated period as mentioned hereinabove of this agreement erect upon the schedule "C" land and complete the same in a substantial and workmen like manner a residential/residential cum commercial and a partly building in accordance with the building plan sanctioned by MADA Dhanbad and any other competent authority and shall also provide proper drainage, sewer and other conveniences and details of constructions are detailed hereunder in brief which are as follows:



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Foundation & Super Structure:- As per standard design approved by the architect/engineer and building plan sanction authority. (Cement-ACC, Jay Pee, Ultratech, Birla Century, Birla Gold, Birla Samrat, J.K.Laxmi, T.M.T Bar-Pillar-Srabir, Maithan TATA, Kamdhenu 500 and for Roof-Sribin, Mongia) or any brand recommended by architect/project engineer.

Roof & Terrace:- Re-enforced cement concrete good quality thermal water proofing treatment on terrace.

Wall Finish:- All walls and ceiling internally cement plastered with one coat primer and externally cement plastered and externally having semi permanent painting finish.

Door/Window:- Good quality, water & termite proof wooden frames and flash doors, steel windows and shutters in the shops and entrances.

Flooring:- Tiles flooring in all area & cement flooring in parking space etc.

Electric Wiring:- Concealed P.Y.C. Copper conduit wiring with ISI standard quality.



Md. Ashraf

Sajid Alam

Jamshed Ji Construction & Steel

Proprietor

Water:- 24 hours water supply from own deep tube well, or Govt. supply water supply lines for all units (Bathroom & Kitchens washing spaces by the Developers.

Bathroom Fittings:- ISI Mark bathroom fittings shall be provided in all bathrooms, latrines, urinal, kitchens washing spaces by the Developers.

Electricity:- Electricity supply for the complex shall be taken from the State Electricity Board and all shops/units/flats/office will be provided in the units with junction Box at central location.

Parking:- Ample reserved on cost parking space for medium size car/ two wheelers.

Generator:- Stand by generator on extra cost for lighting in all area and water supply Wiring cost charge over switch cost etc. will be borne by the developers and the land owner as per their proportionate share and KVA of the Generator shall be as per the requirement of the building as recommended by the Engineer.

Fire Extinguishers:- One fire Extinguisher in each floor.

Lift:- Good brand (Aroohi etc.)



Elevation:- As per designed by the Architect.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED

AND DELIVERED THESE PRESENTS ON THE **16 MAR 2018** DAY OF THE

MONTH..... AND YEAR 2018 FIRST ABOVE WRITTEN.

Signature of the First Party/ Land Owner

WITNESSES :-

Signature of the First Party

1. *Jamshed Alay*

Md Arshad

1. MD. ARSHAD

Sajid Alam

2. SAJID ALAM

2. *Amir Akhtar*

Signature of the Second Party/ Developer



H.P.
16.3.18
NOTARY
DHANBAD

Jamshed Ji Construction & Steel

Jhan
Proprietor

Authorized
u/s 207 (1) (c) of the Cr PC 1973
(Act No. 11 of 1974) & u/s (1) (1)
of the notaries Act 1952
(Act No 53 of 1952)

कुल मूल्य - १,००,०००/-

7262



बेनामिकी मकदमा
विषय निम्न १। के अतिरिक्त
वास्तविक मूल्य ४६०००/-
जा राशि के अतिरिक्त
की इजाजत
वास्तविक मूल्य
कमी में दिया
मही में
ता १-१-०५

जमीन का अम निष्पत्ति
03AA 996159

वेद अफसर मु २६ १११५
२००४-१-१-०५
Deed of Sale No 307 dt 9-9-05

दावेकारी
१-१-०५

DEED OF SALE

₹ 36000/-
₹ 9000.00
₹ 72.00
₹ 9072.00
₹ 250
₹ 44
₹ 344
₹ 9075.44

THIS DEED OF ABSOLUTE SALE is made on this the 9th day of Sept. Two thousand four, BY JAWED IQBAL KHAN S/O Munir Ahmad Khan, by faith Muslim, by Caste Pathan, by occupation Business, Resident of Naya Bazar, P.S. Bankmore, Dhanbad District and Sub-Registry Office Dhanbad, in the State of Jharkhand, hereinafter called and referred to as the VENDOR (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and assigns) of the ONE PART;

A N D

1. MD. ARSHAD
2. SAJID ALAM, Both sons of Haji Md. Rizwan Ansari, by faith Muslim, by caste Momin, by occupation Businesses, resident of Ghani Colony,

002655/04

Am

15/9/04-05
Md. Rashid
Shahi Colony, Shah Nore
Shahbad.

36WS/1000 x 3 + 500 + 1000 + 5
9/9/04

Shah Nore
9/9/04

V.V. 08 9-9-04

दिनांक 200 80 को
ने कायाकाल, काबल में
आता कायाकाल का
अनुसंधान का
विशेषता का नाम
का नाम मुनीर अहमद खान
जमा अजाद के काल में
महान अब्दुल



नियंत्रण कार्यालय का दस्तावेज
9-9-04

उपर्युक्त का जावेद इकबाल खान

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V42/04

ने नियंत्रण कार्यालय में मोहम्मद अली खान
पिता मोहम्मद अली खान
एक ही नाम, पता, पेशा, लिंग, उम्र, धर्म, रक्तसमूह
नियंत्रण कार्यालय में

Shah Nore
9/9/04

नियंत्रण कार्यालय
काबल
9-9-04



03AA 996158

:: 2 ::

Arrah More, P.S. Bankmore Dhanbad, Chowki Sadar Sub-registry Office Dhanbad, District Dhanbad, in the State of Jharkhand, hereinafter called and referred to as the PURCHASERS (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, successors, administrators, legal representatives and assigns) of the OTHER PART:

Whereas the land with house constructed thereon own and possessed by the Vendor by virtue of registered Sale Deed being Nos. 7003 and 7004 dated 23.9.2003 purchased from Smt. Urmila Shrivastava W/O Late Madan Mohan Shrivastava, Prakash Ranjan Shrivastava S/O Late Madan Mohan Shrivastava & Others, Registered at Sub-Registry Office Dhanbad, entered in

contd...p/3

002656/04

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1599/04-05

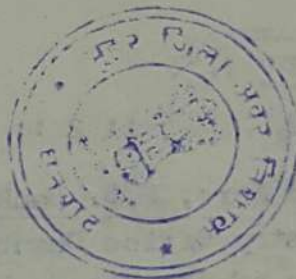
Md. Arshad
Ghani Colony, Arshad Manshabad

3600/- (10,000 x 75000 + 1000 + 5)

9/9/04

00000000

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175
V49/04



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9.9.04

Md. Aijmann
9/9/04



03AA 996157

:: 3 ::

Book No.1, Volume No.180, Pages 159 to 171, Volume No.180, Pages 172 to 178 for the year 2003.

AND WHEREAS the predecessors in interest of Smt. Urmila Srivastava and others have acquired said property of Schedule below vide registered Deed No. 6281 dated 21.4.1965 entered in Book No.I, Volume No. 56 Page No.226 of 1965 and registered Deed No. 1946 dated 6.2.1967 entered in Book No.1, Volume No. 33, Page No.210 to 212 of 1967 and registered Gift No.438 dated 28.1.1997 entered in Book No. I, Volume No.17, Page No.424 to 428 of Registry Office Dhanbad. Mutation has been allowed vide Mutation Case No.101(I) 97-98 and Rent is being paid in Thoka No.1867, 1869 and 1870.

AND WHEREAS the Vendor being in urgent need of money to meet his personal expenses expressed his desire to sell the land which is described in the Schedule below.

contd..p/4

00265704 //

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1599/04-05
Md. Ashraf
Ghani Colony, Arakham
Shahabad

3600sf (10,000x3+5000+1000+5)

19/8/11

0000 0000

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9.9.04

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5000Rs.



:: 4 ::

AND WHEREAS the Purchasers have agreed to purchase the said land and offered to pay a sum of Rs. 9,00,000/- (Rs. Nine Lacs) only, as the highest consideration thereof which the vendor has accepted.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:-

That, in consideration the sum of Rs.9,00,000/- (Rs. Nine Lacs) only, paid by the purchasers to the Vendor (the receipt whereof the Vendor doth hereby admits and acknowledges) for sale of the said land with constructed house which is described in the Schedule below and in consideration of the terms, conditions and covenants hereinafter contained, the vendor doth hereby absolutely and indefeasibly grant sells conveys, transfer and assigns unto the Purchasers by way of absolute Sale all his right, title, interest and possession etc. together with all claims, demands, liberties, benefits, easements etc. belonging to or appertaining to free from all

contd...p/5

001430/4

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1599/04-01
M.D. 1951
Khan, G. S., and others
[illegible]

1951-1952
[illegible]



[Handwritten initials]
9.9.51

[Faint, mostly illegible typed text, likely a report or letter body]

1000Rs.



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Sundar / 5 / 11
Sundar / 5 / 11
Sundar / 5 / 11

::: 5 :::

encumbrances whatsoever TO HAVE AND TO HOLD the same to and unto the use of the purchasers peacefully and quietly for at all times to come subject to the payment of the rent that to the landlord the State of Jharkhand having full right and authority to transfer the same, by Sale, Gift, Mortgage by making house etc. thereon either by living thereon or by letting out the same to any person or persons or otherwise as the purchasers like.

That, the Vendor doth hereby covenants with the purchasers that he is the true and lawful owner of the land and is in sole and exclusive possession of the same and he has not in any way or manner transferred or encumbered the said land or any part or portion thereof and should therefore in future if it transpires that the Vendor is not the true & lawful owner of the land or has other sharer or co-sharer or that the Vendor has no right and authority

contd..p/6

741
5R9



Handwritten signature and date
 2/8/5

:: 6 ::

to transfer the same and if by any other reasons thereof the purchasers are put to any loss the Vendor doth hereby unconditionally and irrevocably undertake to compensate and indemnify the purchaser's loss for which the purchasers may be put to.

That, the purchasers shall hereafter pay the proportionate annual rent and Cess 2/- (Rs. two) to other amount that may be assessed for the said land hereby sold to the purchasers by virtue of this Sale Deed.

That, the Vendor doth hereby further covenant with the purchasers to do or to execute all such acts, deeds and things as may be required reasonably for better assuring to the purchasers to in and over the Vendor's land with constructed house and the vendor shall render all possible aid and assistance to the purchasers in getting the purchasers names mutated in the Sherista of the landlord the State of Jharkhand.
 Cost of Land Rs. 3,70,000/- and Cost of Building -
 Rs. 5,30,000/- Thus Total Value of the Property Rs. 9,00,000/-.
 contd...p/7

Handwritten signature and date: 14/4/19

:: 7 ::

IN WITNESSES whereof the Vendor has set and subscribed his hands out of his own free will and choice of this the day, month and year first above mentioned.

SCHEDULE

All that piece and parcel of RAIYATI LAND situated in Mouza MATKURIA, Mouza No.53, within P.S. Bankmore, Dhanbad, Chowki Sadar Sub-Registry Office Dhanbad in the District of Dhanbad.

Mouza MATKURIA, Mouza No.53, Khata No.6 (six) Part of Plot No.200,238 and 239 measuring an Area 7 Kathas 4 Chhataks or to say 11.96 decimals of land including with old house constructed thereon consisting room, Verandah, Kitchen, Laterin & Bath Rooms etc.

cont..p/8

to inform you that all of
the meeting convened by
at 11.30 AM to discuss
of 2017, but no one in
& Sessions Judge Dh
has been pleased to d
the Chamber of the
absent on 06/06/17

11811

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9/9/04
9/9/04

alongwith fittings of Electrical and Water connection.
The year of construction is 1966 and existing Plinth
Area is 1400 sq.ft. which is butted and bounded as
follows:-

- North : 4' feets Gali and thereafter House of
Rustam Ansari.
- South : 6' feets Gali and thereafter house of
Abdul Rashid.
- East : Village Road
- West : Vacant land of Washim Ahmad

As per Plan Attached herewith and shown in colour
RED.

Drafted by me, read over and
explained the contents of this
deed to the executant and
claimants and typed in my office.

Murad Mohan Chaturvedi

WITNESSES

L. No 2184 9/9/04
Duplicate is the true and
exact copy of the original.

Handwritten signature:
Signature of the Vendor.

Signature of the Vendor.

1. *Handwritten signature*
9.9.04

2. *Handwritten signature*
9.9.04

Handwritten signature:
9/9/04

Seller :- Md. Jawed Iqbal Khan, Naya Bazar, P.S. Bank more, Dist. :- Dhanbad.

Purchaser :- (i) Md. Arshad, (ii) Sajid Alam, both are sons of Hazi Md. Rizwan Ansari of Ghani Colony, Arrah more, P.S. :- Bank more, Dist. :- Dhanbad.

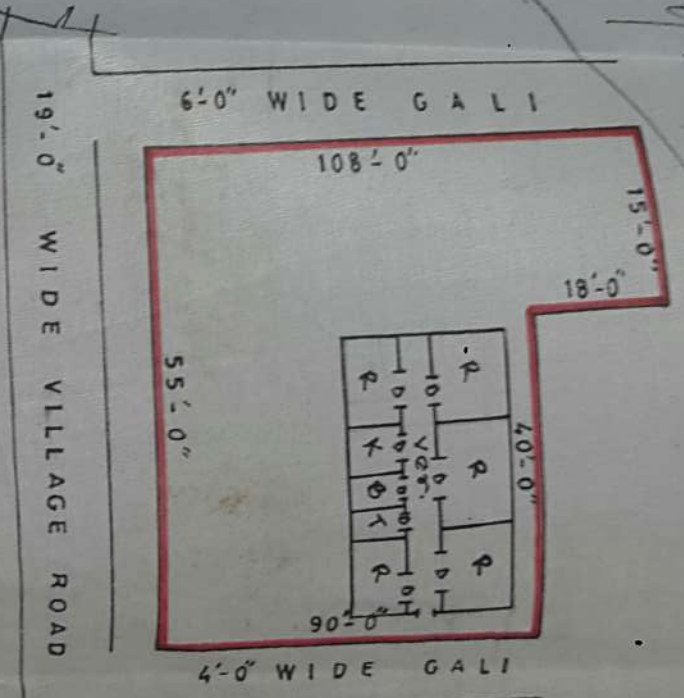
Schedule :- Mouza :- Matkuria, Khata no. :- 6, Plot nos. :- 200, 238 & 239, Area :- 7 Katha 4 Chhatak, Plinth area :- 1400 Sq.ft.

Boundary :- North :- 4'-0" wide gali after house of Master Rustam Ansari
 South :- 6'-0" wide gali after house of Abdul Rashid,
 East :- Village road here after, 19'-0" wide,
 West :- V/L of Md. Washim Ahmad,

Shown in red.



TRACED BY :- *Basimuddin*
 SCALE :- 1" = 330' 0"



NOT TO SCALE

जापसं 555 क्रो 05.03.2013

अनुसूची 21-प्रपत्र (अध्या 111)

सम्पत्ति अबभार-प्रमाणपत्र

प्रमाण पत्र सं०.....391/13
 श्री श्री. A. S. Singh 80, Morza, Matk. P. S., Dist. Jalandhar आवेदन सं०.....391/13
 सम्पत्ति के सम्बन्ध में विद्यमान सम्पत्तियों का और अबभारों का सविवरण प्रमाण-पत्र दिया जाय।
 (आवेदन में दिये गये तथ्य के अनुसार विवरण दे)

इसलिए मैं इसके द्वारा प्रमाणित करता हूँ कि उक्त सम्पत्ति को प्रमाणित करने वाले सम्पत्तियों और अबभारों के बारे में बर्दा 1 में और उक्त सम्बन्ध अनुक्रमणियों में ता. 2010 में ता. 11/1/2013 तक तस्मात की गई और देशी शालाही के बाह मिन सम्पत्तियों और अबभारों का पता पता है।

क्रम सं०	क) सम्पत्ति का विवरण	विचाराधीन की तारीख	ख) दस्तावेज प्रकार और मूल्य	पत्तों के भाग		दस्तावेज की प्रतिलिपि के प्रति मूल्य		
				विचाराधीन	रावेदा	मूल्य 11	बर्दा	युए
1	Morza - Matk. P. S., No-53, Khat No-06, Plot No-200, 238, 239, Total Area - 11.96 decimal							

क) दस्तावेज के अनुसार विवरण दर्ज करें। Rajesh Singh
 ख) 1. बंधक-पत्र की दशा में ब्याज की दर और भुगतान की अवधि दर्ज करें। बशर्ते, कि इनके बारे में उल्लेख हो।
 2. पट्टा की दशा में पट्टे की अवधि और वार्षिक लगान दर्ज करें।

(2)

में यह भी प्रमाणित करता हूँ कि उपयुक्त संव्यवहार और अवभारों पर छोड़, उक्त संपत्ति की प्रमावित करने वाले किसी अन्य संव्यवहार और अवभार का पता नहीं चलता है।

निम्न व्यक्ति ने तलासी की और प्रमाण-पत्र तैयार किया :

(हस्ताक्षर)-

(पदनाम)-

CLERK

तलासी का स्थापन और प्रमाणपत्र की जाँच निम्न व्यक्तियों ने की

(हस्ताक्षर)-

(पदनाम)-

CLERK

कार्यालय

D.S.R. Office Ahmedabad



तारीख

05.03.2013

निबन्धन पदाधिकारी का हस्ताक्षर
05.03.2013

टिप्पणी - इस प्रमाणपत्र में जो संव्यवहार और अवभार दिखाये गये हैं व आवेदक द्वारा गयी प्रस्तुत संपत्ति विवरण के अनुसार पाये गये हैं। यदि आवेदक द्वारा दिये गये विवरण से भिन्न विवरण देकर किसी इन्हीं संपत्तियों की निबन्धित दस्तावेजों में दिखाया गया हो; तो वैसी दस्तावेजों से प्रमाणित संव्यवहार (ट्रान्जेक्शन्स) इस प्रमाण पत्र में शामिल न किये जायेंगे।

2) निबन्धन अधिनियम की धारा ५७ के अधीन जो व्यक्ति बहियों और अनुक्रमणियों (इन्डेक्स) की प्रविष्टियों देखाना चाहते हो, अथवा जो उनका प्रतिस्तिपि लेना चाहते हो अथवा जिन्हें विनिश्चित संपत्तियों के अवभारों के प्रमाणपत्रों की जरूरत हो उन्हें तलासी स्वयं करना होगा। विहित फीस का गुगतान करने पर बहिया और अनुक्रमणियों उनके सामने रख दी जायेगी।

क) किन्तु चूंकि वर्तमान मामले में आवेदक ने स्वयं तलासी नहीं की है, इसलिए कार्यालय में अपेक्षित तलासी अपने परराज सावधानी से की है। फिर भी विभाग प्रमाणपत्र में दिये गये तलासी परिणाम की विरती गूल के लिए विरती भी तलास जिम्मेवार नहीं होगा।

ख) और चूंकि वर्तमान मामले में आवेदक ने अपेक्षित तलासी स्वयं की है और चूंकि उसने द्वारा पढ़े गये संव्यवहारों और अवभारों के स्थापन के बाद प्रमाणपत्र में दिया गया है। इसलिए विभाग आवेदक द्वारा न किये गये ऐसे संव्यवहारों और अवभारों की छूट के लिए किसी भी तरह जिम्मेवार न होगा जिससे उक्त संपत्ति पर प्रभाव पड़ता हो।