

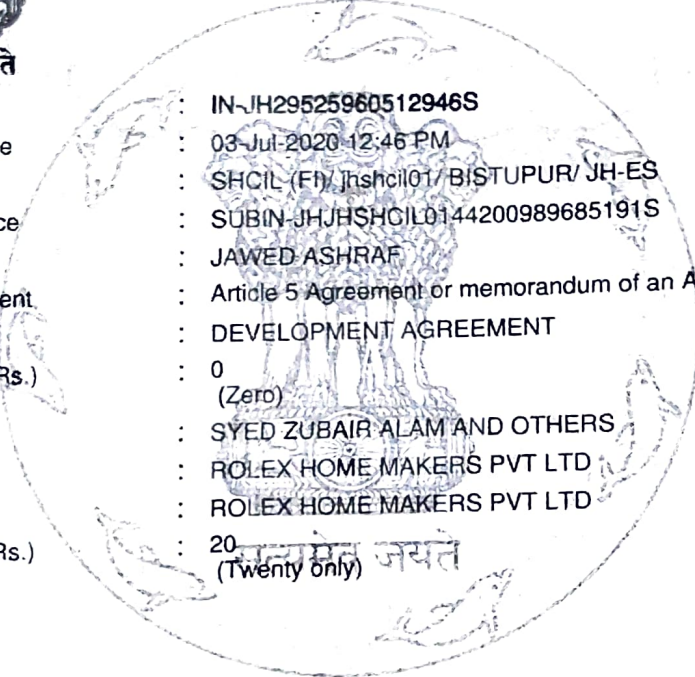


सत्यमेव जयते

INDIA NON JUDICIAL Government of Jharkhand

e-Stamp

Certificate No.	: IN-JH29525960512946S
Certificate Issued Date	: 03-Jul-2020 12:46 PM
Account Reference	: SHCIL (F)/ Jhshcil01/ BISTUPUR/ JH-ES
Unique Doc. Reference	: SUBIN-JHJHSHCIL0144200989685191S
Purchased by	: JAWED ASHRAF
Description of Document	: Article 5 Agreement or memorandum of an Agreement
Property Description	: DEVELOPMENT AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SYED ZUBAIR ALAM AND OTHERS
Second Party	: ROLEX HOME MAKERS PVT LTD
Stamp Duty Paid By	: ROLEX HOME MAKERS PVT LTD
Stamp Duty Amount(Rs.)	: 20 (Twenty only)



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



3 JUL 2020

(Handwritten Signature)

Signed / Put L.T.I.
In my Presence

Advocate

Date:.....

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Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at 'www.shcilestamp.com'. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



Signature
Signature

Signed / Put L.T.I.
in my presence
ADVOCATE
Date:.....

DEVELOPMENT AGREEMENT

This Development Agreement is made on this the 3rd day of July, 2020, at
Jamshedpur.

BY AND BETWEEN

1. SYED ZUBAIR ALAM, son of Late Syed Saghirul Hassan,
2. JAWED ASHRAF, son of Late Murtaza Hussain,
3. IMTEYAZ AHMAD, son of Late Mohammad Mujtaba,

All By Religion Islam, By Caste 1 & 2) Syed, 3) Sheikh Siddique, By Nationality Indian, By Occupation Business, No 1) Resident of H No 43008, Road No 2, Old Purulia Road, Zakirnagar (West), P.O. / P.S. Azadnagar, Mango, Town Jamshedpur. Pin 832110, District East Singhbhum, State Jharkhand, & No 2) Resident of H No 66/A, 1st Floor, Line No 06, A Block, Dhatkidih, Near Makka Apartment, P.O. & P.S. Bistupur, Town Jamshedpur, Pin 831001, District East Singhbhum, State Jharkhand, & No 3) Resident of H No 121, 10 B Block, Godown Area, Dhatkidih, P.O. & P.S. Bistupur, Town Jamshedpur, Pin 831001, District East Singhbhum, and State Jharkhand. Hereinafter called the Owner / First Party (which expression shall unless excluded by and / or repugnant to the context must mean and include her legal heirs, successors, executors, legal representatives, administrators, nominees, and assigns) of the First Part.



(Signature)

(Signature)

(Signature)

(Signature)

Signed / Put L.T.I.
In my Presence

Advocate

Date:.....

AND

ROLEX HOME MAKERS Pvt. Ltd. (Company) incorporated under the Companies Act, 2013 (18 of 2013) CIN No U45400JH2020PTC014458, PAN No AAKCR2265F & TAN No RCHRO3008F, having its Office at H No 008000020700D1, Manzar Kazmi Chowk, Zakir Nagar, P.O. & P.S. Mango, Town Jamshedpur, Pin 831012, District East Singhbhum, and State Jharkhand, represented by two of its Director: 1) SYED ZUBAIR ALAM, son of Late Syed Saghirul Hassan & 2) IMTEYAZ AHMAD, son of Late Mohammad Mujtaba, Both By Religion Islam, By Nationality Indian, By Occupation Business, No 1) H No 43008, Road No 2, Old Purulia Road, Zakir Nagar (West), P.O. / P.S. Azadnagar, Mango, Town Jamshedpur, Pin 832110, District East Singhbhum, State Jharkhand, & No 2) Resident of H No 121, 10 B Block, Godown Area, Dhatkidih, P.O. & P.S. Bistupur, Town Jamshedpur, Pin 831001, District East Singhbhum, and State Jharkhand. Hereinafter called the Second Party / Developer / Promoter / Builder (which expression shall unless excluded by or repugnant to the context deemed to include its / his legal heirs, successors, legal representatives, administrators, executors, nominees, and assigns) of the Second Part.



NATURE OF DEED

DEVELOPMENT AGREEMENT

WITNESSETH AS FOLLOWS:

WHEREAS, all that piece and parcel of raiyati homestead land measuring an area 5 Kathas 2 Dhurs being in Plot No 3605, recorded under New Khata No 764, and 7 Dhurs being in Plot No 3605 / 4264, recorded under New Khata No 765, Situated in Mouza Pardih, Thana No 1641, within Ward No 8 (M.N.A.C.), P.S. Azadnagar, Block Mango (Earlier Jamshedpur), Town Jamshedpur, District East Singhbhum, more clearly mentioned in the schedule below, has been purchased by one said: Shakila Kamal, from its Previous Owner: Shaheda Begum, w/o Sk. Abdul Karim, R/o Baganshahi, Azadnagar, Mango, Jamshedpur, by virtue of registered

Signature
Ahmed

Signature
Ahmed

Signed / Put L.T.I.
In my Presence

Advocate

Date:.....

Sale Deed No 1023, Dt: 21.05.1999, registered at the District Sub Registry Office, Jamshedpur, and after purchasing the same, she has also got her name mutated in the records of the then Circle Officer, Jamshedpur (Now C.O. Mango), vide Mutation Case No 90 / 1999 – 2000. (Volume No 1 & Page No 154), and from then onwards she is in peaceful physical possession over the same, being its lawful, absolute and bonafide owner, and is also paying rent regularly without arrears.

AND WHEREAS, said Shakila Kamal, represented by her lawful constituted attorney: Mrs. NASREEN ALAM, w/o Syed Saeed Alam, R/o Kolkata, by virtue of Power of Attorney Deed No 5, Token No 2204, Serial No 2152, Dt: 25.07.2019, registered at District Registry Office, Munger, Bihar, has executed and registered one Sale Deed No _____ Serial No _____ Dt: _____ registered at the District Sub Registry Office, Jamshedpur, in favour of SYED ZUBAIR ALAM, JAWED ASHRAF & IMTEYAZ AHMAD, and after purchasing the same, they have also got their names mutated in the records of the Circle Officer, Mango, vide Mutation Case No _____ and presently they are in peaceful physical possession over the same, without any interruption from any person or corner.

AND WHEREAS, the First Party being desirous of constructing one multi storied building over the said land, and they want to perform the act through their newly formed company i.e. the Second Party i.e. Rolex Home Makers Pvt. Ltd., and accordingly they entered into this Development Agreement, on the following terms and conditions, to avoid future legal complication and disputes.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:



10 JUL 2020

Signature
14/7/20

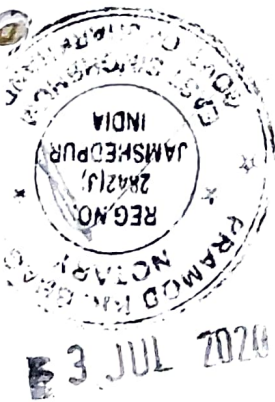
Signature
14/7/20

REGISTRATION
NO. 100
14/7/20

1. That, this Development Agreement shall commence with effect from the date of signing of this Development Agreement, and the Builder / Second Party has make payment for sum of Rs. 30,000/- (Rupees Thirty Thousand) only, by three Cheque/s of Rs. 10,000/- only / Each, to the First Party on the date of signing of this indenture, the receipt of which is hereby acknowledged and admitted by the First Party to the Second Party as non - refundable / non adjustable money, and is mutually decided between the parties that obligation to update all legal documentation will be on the First Party.

2. That, the First Party will apply for sanctioning of plan / drawing, and after getting all required approvals from the concerned government departments, the Builder / Second Party will start the construction work and complete the same within 3 (three) years time from the date of plan sanction with 6 (six) months grace period, however, if required in future the plan so approved can be modified, revised or altered accordingly or as required for the feasibility of the project.

3. That, the Second Party will finish the entire project within stipulated time period as mentioned above, however, time period could be extended in "Force Majure" circumstances i.e. act of god like earthquake, flood, and famine etc., or shortage of essential raw materials etc., like conditions which are beyond human reach like government policies and rules which some time stops acquiring sand from rivers etc., closure of brick kiln etc., and any other rules of the state or central government, failing to complete within the said time period further course of action will be decided by the parties mutually.



Signature

Signature

Signed / Put L.T.I.
In my Presence

Advocate

Date:.....

4. That, it is decided and agreed by and between the parties as under:
- a) The Owner / First Party will get 30% share of the Entire Project from Car Parking to Roof of the Building, which will be deemed as Owner/s Allocation.
 - b) That, Builder / Second Party will get the entire remaining 70% share of the project, which will be deemed as Builder/s Allocation.
 - c) That, the Builder / Second Party is entitled to sell and convey its share of in the project to various buyer/s by recognized mode of sell, conveyance, mortgage, and lease or by any other means of any indenture.
 - d) The allocation of the share/s of the parties will be mutually decided between the parties only after approval of plan / drawing with separate colour/s and attach with this indenture which will also forms part of this Development Agreement.
 - e) It is mutually decided between the parties that it is the sole obligation and duty of the 1st Party to make execution of the legal documentation and also get all the legal paper work updated.
 - f) It is also decided mutually among the parties that the First Party will execute all legal documentation for the entire project if so required, but, the consideration for 70% share will be received by the company i.e. Rolex Home Makers Pvt. Ltd.



23 JUL 2020

5. That, the Second Party will use standard construction material and standard fittings and fixtures of any particular make in whole project, and all the flat owner/s need to pay maintenance of common electricity, water, and other charges equally as per the decision made by the society or owner's association which will be governed by the society formed with all the flat buyer/s.

Signature

Signature

Signed
in my
presence

Advocate

Date:.....

6. That, the Second Party can apply for water connection, electricity connection, sewerage system, water treatment, etc., to the Competent Authority of the State Government / Local Body, for the said project and to execute and sign Bond, Undertaking, Affidavit, Agreement etc. and/or any other document for the same, and to look after and supervise the day to day affairs of the said project which will be constructed over the schedule below property.

7. That, the Second Party entitled to receive any amount either in cash / demand draft or cheque or by any other negotiable instrument in full or in installment towards the consideration amount from the prospective buyer/s and also from any bank, financial institutions and other housing finance companies etc., for its share of the project, if any such loss occur due to the act of the land owner, it needs be compensated by the land owner or her legal heirs and successors.

8. That, the parties must pay their share towards the maintenance charges and other common charges such as watchman's payment, sweeper's payment, and other charges like municipality charge, sewerage, cleaning, water charges, common electricity charges, lighting charges, generator fuel, proportionate ground rent, etc., to the appropriate / competent authority as per their proportionate share or ratio.

9. That, the parties declare that they will remain fair in their dealings and will not deceive the other party and both of them will co - operate with each other for the smooth operation of the project and the Owner / First Party also undertake to indemnify the Builder / Second Party from any unforeseen consequences which may arise in future.

10. THE OWNER / FIRST PARTY HEREBY DECLARE & COVENANTS:

Signature
27/04

Signature
27/04

Signature
my presence
Advocate

- i. The Owners / First Party are the sole and exclusive owner/s of the land with no other Co – Sharer/s, or Co – Owner/s, except them.
- ii. Prior to execution of this development agreement, the Owner / First Party has not sold, conveyed, transferred, delivered or otherwise alienated the same or any part thereof nor has they entered in any kind of similar agreement with any other third party and the same is free from all encumbrances, charges, liens, & legal proceedings etc.
- iii. All expenses during construction shall be borne by the Second Party, the Owner / First Party will sign building plan, and other required papers and documents for the interest of the proposed project, including revised and amended plan, papers, as may be required for the proposed project.
- iv. The Owner / First Party, is executing this Development Agreement in favour of the Builder / Second Party and will also sell its share of the project to the intending buyer/s on the strength of this Development Agreement and if require they will execute any indenture as per requirement making the company confirming party.
- v. The Owner/s / First Party hereby assures the Builder / Second Party to extend full co – operation towards the development of the said property and if required they will also execute and register any other indenture in the proper court of law in favour of the Second Party or for its buyer/s.
- vi. The legal heirs and successors of the First Party will also be bounded by the terms and conditions of this Development Agreement and it cannot be cancelled until and unless there is any breach to the terms and conditions of this Development Agreement.



3 JUL 2020

11. THE SECOND PARTY HEREBY DECLARES AND COVENANTS:

S. Ahmad
S. Ahmad
S. Ahmad

- i. The 2nd Party prepare building plan or plans by an architect, but 1st Party will get it approved by M.N.A.C. or by any other Competent Authority for the construction of multistoried building consisting of flats, parking, and other units and must arrange for electricity, water, sewerage and other basic amenities and services to be installed in the proposed project.
- ii. The Builder / Second Party must use all standard materials, fixture, fittings and installations regarding electric and water connections along with pipelines, and the Builder / Second Party also declare that he will not sell, mortgage, transfer or lease out any vacant land from the schedule below property.
- iii. The Builder / Second Party must supervise the construction at site and appoint skilled or un – skilled labour, workmen and other experts as and when necessary, however, any accidents happen during the construction period it will be the sole liability of the Second Party / Developer.
- iv. The expenses incurred to purchase materials, fixtures, fittings, other installations of electricity, pipelines for water, sewerage and all other services, amenities, shall be borne by the Builder / Second Party only.
- v. The Builder / Second Party shall complete the proposed construction within 36 (Thirty Six) months with 6 (Six) months grace from date of plan passing in normal situation the period of construction may get delayed due to act of god, or natural calamity, riot, acute shortage of building material and/or such reason beyond control or reach of the human being.



3 JUL 2020

12. BOTH PARTIES HEREBY DECLARE AS FOLLOWS:

[Handwritten signature]

[Handwritten signature]

Signed / Put L.T.I.
in my Presence

Advocate

Date:.....

- i. The parties shall put and render their sincere efforts for the success of the project, which however shall never be constituted or deemed to be constituted any partnership between the parties.
- ii. The Builder / Second Party shall construct the Building as per plan and for any extra work of construction, alteration or modification, other than specified as stated or replacement of fittings etc. for which the buyer/s shall pay the extra charges or costs as applied by the Second Party to the concerned buyer/s.
- iii. If the Owner / First Party interrupts the construction work without valid reasons, and the Builder / Second Party suffers any loss due to that, in such case the Owner / First Party shall be liable for the accountable loss and shall be liable to compensate the same, if any sustained by the Builder / Second Party.
- iv. This Development Agreement is binding on both parties concerned including their legal heirs and successors.



ARBITRATION

All disputes and differences arising out of this agreement between the parties regarding interpretation of any terms and conditions herein contained or determination of any liability or touching these presents shall be referred to two arbitrators one to be appointed by the Owner / First Party and other to be appointed by the Developer / Builder / Second Party and shall be guided by the Indian Arbitration and Conciliation Act, 1996.

JURISDICTION

The Court of Jamshedpur alone has jurisdiction in any or all the matters arising out of this Development Agreement.

3 JUL 2020

Signed / Put L.T.I.
in my presence
Advocate
Date:.....

SCHEDULE

All that piece and parcel of raiyati homestead land measuring an area 5 Kathas and 2 Dhurs being in Plot No 3605, recorded under New Khata No 764, and 7 Dhurs being in Plot No 3605/4265, recorded under New Khata No 765, total area measuring 5 Kathas and 9 Dhurs i.e. 3924 Sq.ft. i.e. 9 Decimals, Situated in Mouza Pardih, Thana No 1641, within Ward No 8 (M.N.A.C.), P.S. Azadnagar, Block Mango (Earlier Jamshedpur), under the District Sub Registry Office and Town Jamshedpur, Sub Division Dhalbhum, District East Singhbhum, and State Jharkhand. (Holding No 0010000026640A1)

The above land is bounded as:

- North : Road
- South : Plot No 3607
- East : Plot No 4264
- West : 6' ft wide Alley

The annual rent payable to the State of Jharkhand through C.O., Mango.

IN WITNESS WHEREOF both the parties has hereunto set their respective hands today at Jamshedpur, on this the 3rd day, of July, 2020, above written.

WITNESSES:

- 1.
- 2.

[Signature]
[Signature]

SIGNATURE OF THE FIRST PARTY

[Signature]
[Signature]

SIGNATURE OF THE SECOND PARTY

Attested the Signatures of the Executant/Executants, who Signed/ Put L.T.I., in my Presence of Sri..... Advocate District Court, Jamshedpur and also Identified by him.

Pramod Kr. Bhagat
NOTARY
E. Singhbhum, JSR

