

## Government of Jharkhand

# Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number: fb12b269f647bf737135

Receipt Date: 31-Dec-2023 10:30:18 am

Receipt Amount: 100/-

Amount In Words: One Hundred Rupees Only

Document Type: Agreement or Memorandum of an

Agreement

District Name: EastSinghbhum

Stamp Duty Paid By: SHANAYA DEVELOPERS PRIVATE

LIMITED

Purpose of stamp duty paid : DEVELOPMENT AGREEMENT

First Party Name: NATIONAL BUILDERS

Second Party Name: SHANAYA DEVELOPERS PRIVATE

LIMITED

GRN Number: 2320852786

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

For NATIONAL BUILDERS

FOR NATIONAL BUILDERS HANAY

ANAYA DEVELOPERS PRIVA

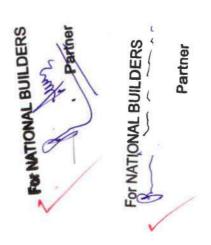
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SHANAYA DEVELOPERS PRI

This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुन: प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।







## DEVELOPMENT AGREEMENT

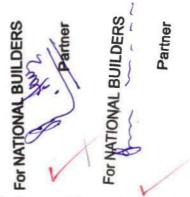
THIS DEVELOPMENT AGREEMENT IS MADE on this 1st day of January, 2024, AT JAMSHEDPUR, BY AND BETWEEN;

M/S NATIONAL BUILDERS, a Partnership Firm, registered under Indian Partnership Act 1956, having its office at Azad Nagar, Mango, P.S. Azad Nagar, Town- Jamshedpur, Dist- East Singhbhum, being represented by its Partners, namely SHAMIM AKHTAR, S/O Late. Md. Siddique,by faith Muslim, by caste General, by Nationality Indian, resident of Holding No-15, Road No-6, Jawahar Nagar, Mango, P.S. Mango, Town- Jamshedpur, Dist- East Singhbhum and Sri. PRADEEP CHURIWALA, S/O Late Ram Pratap Churiwala ,by faith Hindu, by caste General, by Nationality Indian, resident of Duplex No-8, IVY Lane, Ashiana Gardens, Sonari, P.S. Sonari, Town- Jamshedpur, Dist- East Singhbhum, hereinafter referred to as the 'FIRST PARTY /OWNER' which expression shall, unless it be repugnant to the context or meaning thereon be deemed to include their heirs, executors, administrators and assigns, being the Parties of the First Part.

## AND

M/s SHANAYA DEVELOPERS PRIVATE LIMITED, (PAN No-ABICS5377E and Corporate Identity No- U45309JH2022PTC018690, TAN No-RCHS08412F) having its office at Holding No-3, B Road, Air Base Colony, P.S. Kadma, Town- Jamshedpur, Dist- East Singhbhum, being represented by its Directors namely Smt. NEETU GUPTA, W/O Sri. Satish Chandra, by faith Hindu, by occupation business, by caste General, by





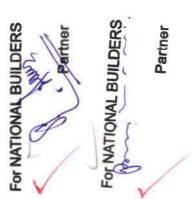
Nationality Indian, resident of Holding No-3, B Road, Air Base Colony, P.S. Kadma, Town- Jamshedpur, Dist- East Singhbhum and Miss. SONAM AGARWAL, D/O Sri. Ram Awtar Agarwal, by faith Hindu, by occupation business, by caste General, by Nationality Indian, resident of Holding No-13, B Road, Air Base Colony, P.S. Kadma, Town- Jamshedpur, Dist- East Singhbhum, hereinafter called and referred to as the 'SECOND PARTY/DEVELOPER/BUILDER' which expression shall, unless it be repugnant to the context or meaning thereon be deemed to include its successors-in-office, executors, administrators and assigns, being the Parties of the Other Part

WHEREAS a piece and parcel of land measuring 50 ft X 24 ft.i.e.2.75 Decimals being Company's Holding No-72, bearing Sub Plot No-1-A, being R.S. Plot No-2503 & 2502 under Khata No- 155, corresponding to present survey Plot No-3103 & 3102, under Khata No- 357, Under Ward No-7, JNAC, Mouza Sakchi, together with Kutcha house structure of 480 sq feet standing thereon and lease hold tenancy right situated at Kashidih Basti, P.S. Sakchi, Town- Jamshedpur, Dist- East Singhbhum has been purchased by Smt. Siratia Devi, W/o Late Chandrika from its erstwhile owner Smt. Bataso Devi, W/O Late Khushram vide Registered Deed of Sale No- 2969 dated 25.03.1989 registered in the office of District Sub Registrar at Jamshedpur.

AND WHEREAS after the death of Smt. Siratia Devi, his only adopted son Sri. Dinanath Choudhary inherited her entire property including the land mentioned in Schedule A below and the FIRST PARTY purchased the aforesaid land more fully described in the Scheduled A hereunder written from Sri. Dinananth Choudhary for valuable consideration vide Registered deed of Sale vide Deed No-7913, Serial No- 9440 dated 29.11.2008 registered at District Sub Registry at Jamshedpur;

**AND WHEREAS** the FIRST PARTY purchased the Homestead land measuring 34ft X 28 ft, i.e. 952 sq feet or 2.18 decimals appertaining to R.S. Plot No-2502



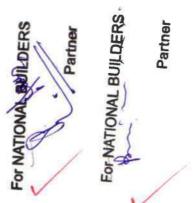


SHAMAYA DEVELOPERS P & 2503, under R.S. Khata No-155, corresponding to New Plot no-3103/4322 & 3103/4323, under Khata No-37 Under Ward No-7, JNAC, Mouza Sakchi, together with one kutcha room and Verandah measuring 105 sq feet built up area and 2 small pucca rooms measuring 140 sq feet from Sri. Jagarnath Paswan, son of Late Laxman Paswan for valuable consideration vide Registered deed of Sale vide Deed No-5985, Serial No- 7021 dated 24.08.2008 registered at District Sub Registry at Jamshedpur more fully described in Schedule B below;

AND WHEREAS the FIRST PARTY purchased the land measuring 0.03.50 Hectare, in portion of present Plot No-3101 and land measuring 0.03.90 Hectare in present Plot No- 3102(A to F), total land measuring 0.07.40 Hectare, i.e. 18.5 Decimals, i.e. Northern side 145 ft, Southern side 145 ft, Eastern side 57 ft 3 inch and Western side 52 ft, under Present Khata No-245 corresponding to R.S. Plot No- 2504 and 2505, under R.S. Khata No-199, together with Kutcha house consists of four rooms having built up area of 375 sq feet under Ward No-7, JNAC, Mouza Sakchi, now commonly known as Kashidih Bagan Area, within P.S. Sakchi, Town- Jamshedpur, Dist- East Singhbhum from Smt. Nanhe Devi, Sri Babban Prasad Sahu, Sri Sajjan Prasad Sahu, Sri. Shashi Bhushan Prasad Sahu, Sri. Suraj Prasad Sahu, Smt. Satyabhama Devi, Sri. Indrajeet Prasad Sahu, Sri. Shekhar Prasad Sahu and Sri. Laxmi Prasad Sahu for valuable consideration vide Registered deed of Sale vide Deed No-1519, Serial No- 1442 dated 20.02.2007 registered at District Sub Registry at Jamshedpur morefully described in Schedule C below;

AND WHEREAS the FIRST PARTY purchased the land measuring 33ft7" X 48ft 6", i.e. 1630 sq feet, i.e. 3.73 Decimals in Company's Holding No- 72, including 3 Kutcha Khapraposh rooms (built up area 500 sq feet) appertaining to R.S. Plot No- 2503 & 2502 under R.S. Khata No-155 corresponding to New Plot No- 3103 & 3105, under Khata No-37, Ward No-7, JNAC, Mouza Sakchi, P.S. Sakchi, Town- Jamshedpur, District- East Singhbhum from Sri. Deomuni





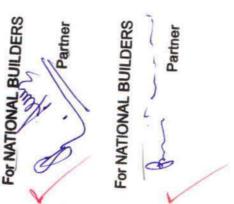
@ Rajmuni, Sri. Hari Shankar Prasad, Sri. Kamlesh Kumar, Sri. Mithilesh Kumar, Smt. Rati Devi, Smt. Laxmi Devi and Smt. Sarsawati Devi for valuable consideration vide Registered deed of Sale vide Deed No-8387, Serial No-9997 dated 19.12.2008 registered at District Sub Registry at Jamshedpur more fully described in Schedule D below;

AND WHEREAS, the first party is the absolute owner of the aforesaid lands fully described in the schedule A to D below property (collectively and mutated area mentioned in schedule E Below as per the record of Tata Steel Letter No. Land/9019 dated 30/11/2023) and they have been in peaceful physical possession over the same without any interruption from any corner;

It is further represented and declared by the Owner:

- That the said property is under his possession with absolute right, title and interest free from all encumbrances, to transfer and convey the whole or part of the said property having a fully marketable title thereby.
- That the Owner has not created any encumbrances on the said property or any part thereof by way of sale, mortgage, exchange lease, trust, assignment, rights, gifts, liens, leave and license, permission, rent, possession, charges, inheritance or any other encumbrances whatsoever.
- iii) That no notice or notification for acquisition/requisition under any of the statutes of the past or presently in force, have been received, saved or passed by the Income Tax Department or any other Government Authorities for acquisition or requisition of the said property or any part thereof.
- iv) That there are no attachments, either before or after judgment and there are no claims, demands, suits, decrees, injunctions, orders lispendences, notices, petitions, or adjunctions orders affecting the said property or any part thereof.





- v) That apart from the owner, nonelse is entitled to or has any share right, title, or interest over and in respect of the said property or any part thereof.
- vi) That the owner has not entered in the past into any Agreement for Sale or Development of the said property or any part thereof nor has made any arrangement with anyone whatsoever regarding the said property or any part thereof.

And Whereas the owner is interested in getting Commercial cum Residential Multi Storied Building consisting of ground floor, first floor, second floor, third floor, fourth floor and / or any Upper floors as sanctioned by the Competent Authority on the said land;

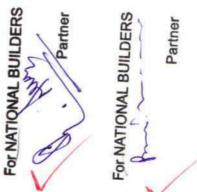
And whereas, the Owner/first party desirous of getting 5400 Sq.ft. constructed area on top floor of the multi-storeyed building or getting Rs.3,25,00,000/- (Rupees Three Crore Twenty Five Lakhs) only (In place of 5400 Sq.ft. constructed area on top floor of the multi-storeyed building);

And whereas, the Developer/second party has come to know the desire of the owner/first party and after verification all the relevant papers including title deeds, rent receipts etc. and offered to develop a Multi Storied Building over the said land more particularly described in the schedule A to D below property (collectively mentioned in schedule E Below);

And whereas, as a result of the negotiations between the parties hereto and on the representation and declaration made by them as herein recorded an Agreement for Development of the said property by the aforesaid Developer has been arrived at between the parties hereto upon terms and conditions hereinafter appearing;

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:



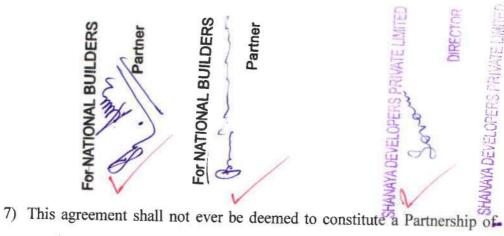


1) The Owner hereby appoints the aforesaid Developer as the Developer of the said property and grant to the Developer who hereby accepts from the owner, right to develop the said property in the schedule hereunder written in the manner and on the terms, conditions, and stipulations hereinafter mentioned.

2) The contents agree to sell, convey, transfer and / or assign to the Developer and/or its nominees, the said property is free from encumbrances, attachments and on the terms and conditions mentioned hereinafter.

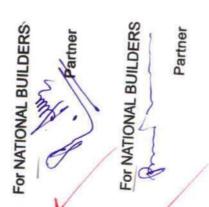
- 3) That Developer agrees to construct at its own cost and will hand over the physical possession to the owner 5400 sq.ft. constructed area on top floor within the Multistoried building which shall be deemed to be consideration of the said land or to pay Rs.3,25,00,000/- (Rupees Three Crore Twenty Five Lakhs) only to the Owner by the Developer in place of 5400 sq.ft. constructed area on top floor within the Multistoried building. And the second party paid adjustable security cum advance of Rs. 21,00,000/- (Rupees Twenty One lakhs) Only to the first party.
- 4) That the developer will provide six(6) numbers of Car parking spaces to the first party alongwith the 5400 sq.ft. constructed area on top floor within the Multistoried building.
- 5) That the Developer and/or its nominee shall solely and exclusively be entitled to entire remaining constructed area of the Multi storied building and they shall have absolute right, title and interest over the same and shall be fully entitled to transfer, convey, grant, otherwise alienate their interest in a manner as deemed fit by them to any person or persons the terms and conditions as may be decided by the Developer or its nominees.
- 6) The owner shall at no time demand further sum or premium or any interest in any dealing regarding sale of Developer Area and the owner shall execute all such deeds and documents as may be required by the Developer in this regard.





- any sort between the parties hereto.
- 8) The Owner hereby and from the date of execution of this Agreement put the Developer in actual peaceful possession of the said property more fully described in the schedule herein to enable the Developer to take up, proceed with the Development Planning, and construction of the said Multi Storied Building in terms of this Agreement.
- 9) The Owner hereby irrevocably undertakes not to sell, dispose off, alienate, charge, encumber, lease or otherwise transfer the said property or any part thereof during the currency of this Agreement and undertakes not to do any act, deeds matter or things as shall be in breach of the terms of this Agreement save and except putting the Developer in possession thereof for the purpose of Development pursuant to this Agreement. The owner shall at no point of time during the currency of this Agreement try to dispossess the Developer from the said property.
- 10) The Developer shall develop the said property at their own name and account and their own cost and shall alone be responsible for the development of the said property and neither the owner nor any person claiming through the owner shall have any right or interest in the Development of the said property.
- 11) As after the date hereof the Developer shall be deemed to be in possession of the said property and shall be free to do all acts, deeds and things required for development and construction of the said Building at the Developer's own cost and expenses which will be completed within 2 (Two) years from the date of passing of sanctioned building plan alongwith other approvals from the concerned departments and further grace period will be allowed for 6(six) months from the date of notice of delay.
- 12) The Developer shall be entitled to develop the said property by constructing thereon multi storied building according to approval of Building





Plan granted by the Competent Authority and any other laws are time being in force by the State Govt. or local authorities.

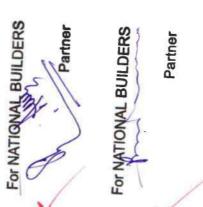
otherwise allot shops/flats/offices/parking spaces and other tenants whenever required by the Developer, the owner will join as confirm party in all such agreements, sale deeds, deeds of allotment etc. that the Developer may enter into and shall exclusively be entitled to realize all amount receivable under such agreement, sale deeds, deeds of allotment etc. and the Owner shall also be entitled to sell, lease, gift their share of property to the Purchaser or any other person or persons as the Owner thinks fit and proper for such if requires the Builder/Developer, may join as a party in the conveyance deed for the purpose of transferring better title to the purchaser or purchasers.

14) The Owner agrees and undertakes that they will execute and give an irrevocable (not to cancel until development agreement terminated) General Power of Attorney in favour of the Developer/and/or its nominee or nominees so that no hindrance of obstruction is caused to the Developer in carrying out and discharging its obligations under these presents to have and enjoy peaceful possession of the said property and to do all such acts and/or things that may be necessary for the development planning, construction of the said Multi Storied Building and sale of the Developer Area as well as the owners' Area. It is however expressly agreed and understood between the parties that the aforesaid General Power of Attorney shall be governed by the provisions of this Development Agreement the provisions of the later shall prevail.



To indemnify the Owner and always keep them indemnified and harmless in respect of all claims, damages, compensations or expenses payable in consequences of any injury or accident sustained by any workman artisan or invitees or other persons in the property whether in



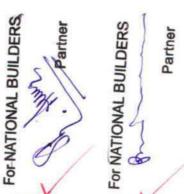


SHANAYA DEVELOPERS the employment of the Developer or not while in or upon the said property and during the period of construction of the said colony thereon. THE OWNER FURTHER UNDERTAKES AND DECLARES

THAT :-

- A) The Developer shall have the right to create equitable or otherwise any legal mortgage on the said property including construction ? thereon, in respect of its entire share, for obtaining loan for itself or for the prospective buyers of flats, etc. in the aforesaid Multistoried Building to be constructed on the said property.
- B) In case there be any defect in the title of the owner or there be any liability or any encumbrances then in such event, the Developer shall be entitled to have such defects cured and/or liability cleared for and on behalf of the owners at the owners' cost and expenses.
- 16) The Developer shall be entitled to receive and retain all necessary documents 'Original copies' of original of the owners' title to the said property and in such event the Developer undertakes to keep the said title deeds, safe, harmless and unobliterated and the owners will be entitled to inspect and to have the same produced for inspection and take extracts there from whenever required.
- 17) Upon the delivery of possession of the owner's area 5400 sq.ft. on top floor or payment of Rs.3,25,00,000/- (Rupees Three Crore Twenty Five Lakhs) only alongwith six(6) numbers of car parking spaces by the Developer to the Owner and subject to the other terms and conditions contained hereinbefore or at such earlier time as may be mutually agreed upon, the owner shall execute and register conveyance/s of Developer's share of the property in favour of the Developer or its nominee/s assign/s including Association of person or Body Corporation etc. In default of the owners executing such transfer/conveyance or such other deed/s as may be deemed necessary by the Developer, in spite of services of notice



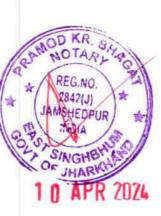


in writing of 15 days, the Developer shall be entitled to take all steps as may be necessary for executing and registration of all such documents of transfer/conveyance for this purpose of the owners hereby nominate and appoint the Builder/Developer who may be nominated from time to time by the Developer for the said purposes as their true and lawful attorney to act jointly and/or severally to apply for and obtain Income Tax Clearance Certificate, Urban Land Clearance and all other permissions and approvals as may be necessary for and on behalf of and in the name of the owners and also to execute present and admit execution of the said documents of transfer/conveyance before the registration authority and to do all acts, deeds as may be deemed necessary by the Developer in this regard for granting such documents of title to the Developer and/or its nominee.

- 18) It is agreed that in all transfers/conveyance of land and/or built up area, the purchaser/s, transferee/ shall bear the cost of stamp duty, court fees, and other Registration charges.
- 19) That the roof right will be always belong to the second party/ Builder.
- 20) In case of any dispute or differences between the parties arising out or relating to this Development Agreement, the same shall be settled by reference of the dispute or difference to the Arbitrators appointed by both the parties and such arbitrations shall be conducted under the provisions of the Arbitration and Reconciliation Act, from time to time.

## SCHEDULE A

All that piece and parcel of land measuring 50 ft X 24 ft.i.e.2.75 Decimals being Company's Holding No-72, bearing Sub Plot No-1-A, being R.S. Plot No-2503 & 2502 under Khata No- 155, corresponding to present survey Plot No-3103 & 3102, under Khata No- 357, Under Ward No-7, JNAC, Mouza Sakchi, together with Kutcha house structure of 480 sq feet standing





thereon and lease hold tenancy right situated at Kashidih Basti, P.S. Sakchi, Town- Jamshedpur, Dist- East Singhbhum and bounded as follows:-

#### SCHEDULE B

All that Homestead land measuring 34ft X 28 ft, i.e. 952 sq feet or 2.18 decimals appertaining to R.S. Plot No-2502& 2503, under R.S. Khata No-155, corresponding to New Plot no-3103/4322 &3103/4323,under Khata no-37 Under Ward No-7, Thana No- 1153, JNAC, Mouza Sakchi, together with one kutcha room and Verandah measuring 105 sq feet built up area and 2 small pucca rooms measuring 140 sq feet and bounded as follows:-

#### SCHEDULE C

All that land measuring 0.03.50 Hectare, in portion of present Plot No-3101 and land measuring 0.03.90 Hectare in present Plot No- 3102(A to F), total land measuring 0.07.40 Hectare, i.e. 18.5 Decimals .i.e. Northern side 145 ft, Southern side 145 ft, Eastern side 57 ft 3 inch and Western side 52 ft, under Present Khata No-245 corresponding to R.S. Plot No- 2504 and 2505, under R.S. Khata No-199, together with Kutcha house consists of four rooms having built up area of 375 sq feet under Ward No-7, JNAC, Mouza Sakchi, now commonly known as Kashidih Bagan Area, within P.S. Sakchi, Town- Jamshedpur, Dist- East Singhbhum and bounded as follows:-

### SCHEDULE D

All that land measuring 33ft7" X48ft 6",i.e. 1630 sq feet, i.e. 3.73 Decimals in Company's Holding No- 72, including 3 Kutcha Khapraposh rooms(built up area 500 sq feet) appertaining to R.S. Plot No- 2503 & 2502 under R.S. Khata No-155 corresponding to New Plot No- 3103 & 3105, under Khata No-37, Ward No-7, JNAC, Mouza Sakchi, P.S. Sakchi, Town- Jamshedpur, District- East Singhbhum and bounded as follows:-



#### SCHEDULE 'E'

### Collective schedule A to D

All that land measuring 10098 sq feet, i.e. in Company's Holding No-155A +199A, including superstructure standing therein situated at Ward No-7, JNAC, Mouza Kashidhi, P.S. Sakchi, Town- Jamshedpur, District- East Singhbhum and bounded as follows:-

By North: - Other's plot

By South: - Alley then other's plot

By East: - Chandrabali Udhayan

By West: - Road

In Witness whereof the parties have signed this Development Agreement today at Jamshedpur on the date aforementioned.

WITNESSES:

1) 8/5

Pyush Chusiwal 33, 144 Lane, Ashiana harden,

Sonadi, IR-11

Partner

Signature of the First Party

Partner

2) Augus Ray
Aigum Ray
TR'TYPE Q. NO 142
Pooling Forol, Kaoling

SHANAYA DEVELOPERS PRIVATE LIII. SHANAYA DEVELOPERS PRIVATE LIII

Weeter Crenta

Signature of the Developer

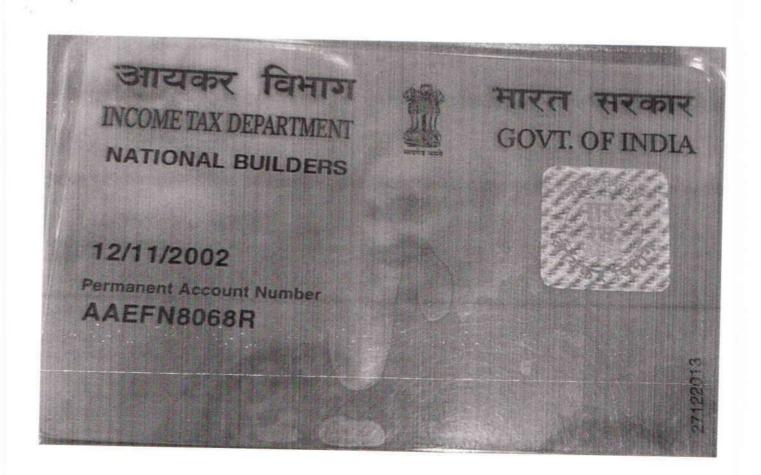
Read over and explained the contents of this Agreement for sale to the parties in Hindi which they admitted to be true and correct and signed in my presence.

Ackested the Signature District Court James had

Advocate?

Put - 1.

Pramod Kr. Bhagat NOTABY



For NATIONAL BUILDERS

Parles

FOR NATIONAL BUILDERS







P. K. Bhagat Notary Public Regn. No.2842 (J) ISB Fast Single hum

0 APR 2024

## आयकर विभाग

INCOME TAX DEPARTMENT

PRADIP KUMAR CHURIWALA

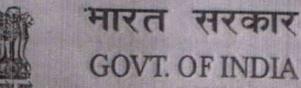
RAMPRATAP CHURIWALA

20/09/1960

**Permanent Account Number** 

AATPC5928Q

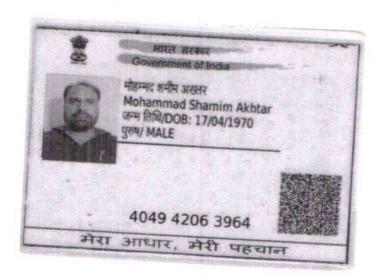
Signature







K. Bhagat nary Public No.2842 (J) East Singhbhum









P. K. Bhagat Netary Public Regn. No.2842 (J) JSR. East Singhbhum





