

Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number: 661fe7476ab000579452

Receipt Date: 02-Nov-2021 03:02:11 pm

Receipt Amount: 100/-

Amount In Words: One Hundred Rupees Only

Token Number: 20210000118140

Office Name: District SRO - Jamshedpur

Document Type: Development Agreement

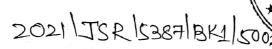
Payee Name: AHSEIN DEVELOPERS PVT LTD REP BY

ASIF MAHMOOD (Vendee)

GRN Number: 2108235338

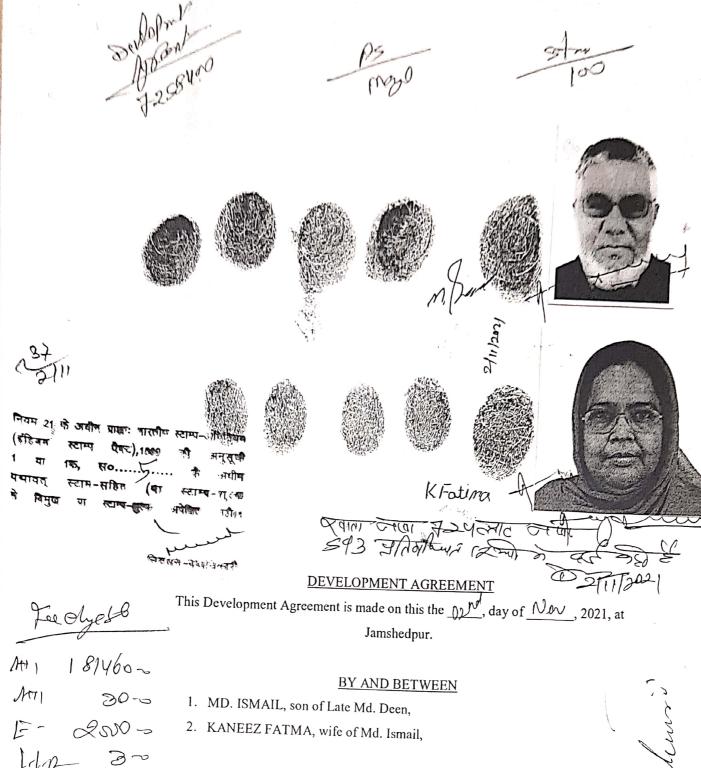


-: For Office Use :-



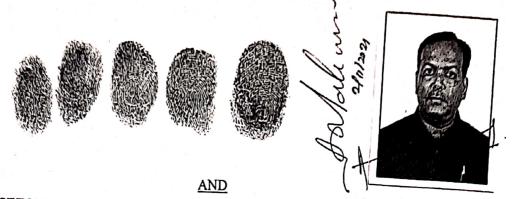
इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुन: प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपस्र मुद्रांक अधिनियम, 1899 की ध्रारा 62 अन्तर्गृत् दण्डनीय अपूराध है। 22119

2/11/201



112 30 pxo 10

Both By Religion Islam (Muslim), By Nationality Indian, By Occupation 1)
Business & 2) Housewife, Resident of Road No 1, Azadnagar, Mango, P.O. & P.S.
Azadnagar, Town Jamshedpur, Pin 832110, District East Singhbhum, and State
Jharkhand. Hereinafter called the Land Owner/s / First Party (which expression shall unless excluded by and / or repugnant to the context must mean and include their legal heirs, successors, executors, legal representatives, administrators, nominees, and assigns) of the First Part.



AHSEIN DEVELOPERS PVT. LTD., a company registered as per the Companies Act (No. 1 of 1956), CIN U45400WB2014PTC203179, having its Office at 2 E, Wave Merlin, River View 15, Kabi Thirtha Sarani, Khidderpore, Kolkata - 700023, State West Bengal, represented by one of its Director: Mr. ASIF MAHMOOD, son of Janab Shafayet Hussain, By Religion Islam (Muslim), By Caste Sayed, By Nationality Indian, By Occupation Business, Resident of E 020, Ashiana Residency Greens, Pardih Road, Mango, P.O. & P.S. Mango, Town Jamshedpur, District East Singhbhum, State Jharkhand. Hereinaster called the Second Party / Developer / Promoter / Builder (which expression shall unless excluded by or repugnant to the context deemed to include its / their legal heirs, successors, successors - in - office, nominees, legal representatives, executors, administrators, and assigns) of the Second Part.



NATURE OF DEED

WITNESSETH AS FOLLOWS:

WHEREAS, all that piece and parcel of raiyati homestead land measuring an area 0.03.10 Hectare, being in Plot No 593, recorded under Khata No 724, Situated in Mouza Pardih, Ward No 9 (M.N.A.C.), Thana No 1641, Block & P.S. Mango, Town Jamshedpur, District East Singhbhum, stands recorded in the name of Dwarika Prasad, in the khatian as per the last survey settlement records of 1979, and later on the year 1982 said Dwarika Prasad, has then sold the said land to Imteyaz Ahmad & Ejaz Ahmad, by virtue of registered Sale Deed No 354, Dt: 21.01.1982, registered at the Sub Registry Office, Jamshedpur, and from then onwards they were in peaceful physical possession over the said land, till the time they sold the same to Nesar Ahmad & Akhtar Jamal, by virtue of registered Sale Deed No 4435, Dt: 05.05.1983 (through their Attorney namely: Syed Shamsuddin vide G.P.A. No IV 243, Dt: 22.04.1982), registered at Jamshedpur.



AND WHEREAS, after purchasing the same said Nesar Ahmad & Akhtar Jamal, both sons of Late Jamaluddin, R/o Azadnagar, Mango, Jamshedpur, has then empowered one said Nand Kishore Mishra, vide G.P.A. No IV 1043, Dt: 15.12.2004 registered at the District Sub Registry Office, Jamshedpur, who sold the property on their behalf to the First Party namely: Md. Ismail & Kaneez Fatma, by virtue of registered Sale Deed No 7294, Serial No 8456, Dt: 21.12.2004, registered at the District Sub Registry Office, Jamshedpur, and after purchasing the same, they have also got their names mutated in the records of the Circle Officer, Jamshedpur (Now C.O. Mango) vide Mutation Case No 246 / 2006 - 2007, and from then onwards they were in peaceful physical possession over the same, without any interruption from any person or corner, thereby exercising all their right, title and interest over the same, being its lawful, absolute and bonafide owners and also paying the rent regularly to the state government.

AND WHEREAS, the First Party is desirous of constructing multi storied building/s over the said schedule below land, but, as he do not have any knowledge in the construction field he has decided to offload the work to the Second Party, and hence, contacted the Second Party to perform the same as per specification decided mutually between the parties, and mentioned clearly in separate specification sheet attached and as approved by the competent authority / M.N.A.C. for the construction of the building, hence, to avoid any or all misunderstandings, future disputes, and legal complications, the parties have agreed to enter into this Development Agreement, on the following terms and conditions.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:





- 1. That, this Development Agreement shall commence with effect from the date of signing of this Development Agreement, and the Builder / Second Party is paying sum of Rs. 1,000/- (Rupees One Thousand) only, as TOKEN money to the First Party, the receipt of which will be acknowledged and admitted by the First Party on receiving such amount.
- 2. That, it is also mutually decided and agreed between the parties that, the First Party can sell their share of 50% of the project or any of their share and if the taxes and GST on such sale is made applicable then it must be paid by the First Party for their share, however, the charges for lift, electricity and other amenities installed will be divided into every single unit / flat of the building and for the unit/s received by the First Party as well, and they need to pay the charge for the same to the Second Party else it will be adjusted.
- 3. That, the Second Party will apply for approval of drawing in the office of competent authority, after execution of this indenture on the basis of General Power of Attorney to be executed by the First Party, and if required the First Party will also put his signature in the plan / drawing or any other document/s as and when required, for getting approval/s from concerned govt. department/s, the Builder / Second Party will start the construction work, only after getting proper approvals, 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 by mutual consent of the parties and from the competent authority, the name of the project or building will be decided by the Second Party.





4. That, it is mutually decided between the parties that the Second Party will finish / complete the entire project within 2 (two) years from the date of approval of plan / drawing + 6 (six) months as grace period, however, time period could be extended in "Force Majeure" circumstances i.e. act of god like earthquake, flood, pandemic, epidemic and famine etc., or shortage of essential raw materials etc., like conditions which are beyond human reach like government policies and rules 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.



- 5. That, it is decided and agreed by and between the parties as under:
 - The Owner/s / First Party will get 50% share in the proposed project a) from Car Parking Space to Roof of the projects / building, which will be deemed as Owner/s Allocation.
 - That, Builder / Second Party will get remaining 50% share in the b) proposed project from Car Parking Space to roof of the project / building which will be deemed as Builder/s Allocation.
 - That, the Builder / Second Party is entitled to sell and convey its share in c) the project to various buyer/s by recognized mode of sell, conveyance, mortgage, and lease or by any other means or by any indenture as decided, to which the First Party does not have any kind of objection, however, none of the parties are entitled to sell any vacant land after signing of this indenture.
 - The First Party is entitled to sell its share of 50% of the project to any d) person or party, to which the Second Party / Builder does not have any objection or demand, and the common areas will also be shared in the same ratio of division as conversion.



- That, the Second Party during the period of construction of the proposed 6. building is at liberty to receive advance, part payment, full payment, bank finance or finance from financial institution for its 50% share of the project from various buyer/s at any time as and when required as per its needs and risk, and if the First Party want then he can ask the Second Party to sell his share as well, but, if any such thing happen then the First Party will give it in writing to do the same, apart from this indenture and also allow the builder i.e. 2nd Party to deduct taxes and GST.
- 7. That, the Builder / 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. If the Owner/s / First Party request to carry any extra work in his particular allocation apart from specification (attached separately) then he must bear the difference amount or else it will be adjusted from his allocation or the cost will be paid by the Land Owner/s / First Party separately to the Builder / Second Party.
- That, the Second Party can apply for water connection, electricity connection, 8. sewerage system, water treatment, etc., before J.S.E.B. or any 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.



- 9. That, the Land Owner/s / First Party hereby authorize the Builder / Second Party by virtue of this Development Agreement for the schedule below property to make construction of building and also to dispose of or sell the Residential Unit/s pertaining to its 50% share, along with Parking Space/s as constructed for intending buyer/s by any recognized mode of transfer / conveyance like Sale Deed or Deed of Transfer, Lease Deed etc., for the Entire Project, and the Land Owner/s / First Party hereby promises and declares that he will fully help and co operate the Second Party, whenever and wherever required for any legal matters or legal documentation, they will sign and execute all or any document/s if needed in future to more perfectly ensure the right, title, and interest of the intending buyer/s.
- 10. That, the Second Party is entitled to receive any amount either in 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 for its 50% share only, and the First Party is entitled to receive his 50% share ratio from the said project, but, it's the discretion of the First Party whether to sell his share directly to the intending buyer/s or sell it through the Second Party.
- 11. That, it is mutually decided between the parties that if in future any kind of dispute or litigation arise over the schedule below property, then it will be jointly resolved or cleared by the parties, but, the legal expenses to clear the same, will be borne by the First Party only, and if required in future the physical presence of the First Party is required for clearance or legal issues, he has promised to make his appearance in front of such competent / government authority.

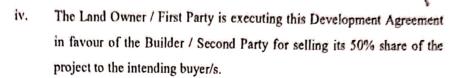


- 12. That, the parties must pay their share towards the maintenance charges and other common charges such as watchman's payment, sweeper's payment, and other charges like municipality charge, sewerage, cleaning, water charges, common electricity charges, lighting charges, generator fuel, proportionate ground rent, etc., to the appropriate / competent authority as per their proportionate share or ratio.
- 13. 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 Land Owner/s / First Party also undertake to indemnify the Builder / Second Party from any or all unforeseen consequences which may arise in future by his legal heirs and successors.

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

- The Owner/s / First Party is the sole and exclusive owner/s of the land with no other Co - Sharer/s, or Co - Owner/s, except him.
- ii. Prior to execution of this development agreement, the Owner/s / First Party have not sold or conveyed the land or any part of the land, and the schedule below land is free from all such encumbrances, charges, liens, and legal proceedings etc.
- iii. All expenses during the construction will borne by the Second Party, the Land Owner/s / 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 and the amenities, lift, electricity and other charges for the unit/s of the First Party will be borne by them.





- v. The Land 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 he will also execute and register any other indenture in proper court of law in favour of the Builder / Second Party.
- vì. The legal heirs and successors of the First Party will also be bounded by the terms and conditions of this Development Agreement and the Power of Attorney and they promise not to cancel the same, until and unless there is any breach to the terms and conditions of this Development Agreement.

15. THE SECOND PARTY HEREBY DECLARES AND COVENANTS:

- i. The Builder / Second Party shall prepare building plan or plans by an architect and get it approved by 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.
- The Builder / Second Party must use all standard materials, fixture, ii. fittings and installations regarding electric and water connections along with pipelines, and the Builder / Second Party also declare that they will not sell, mortgage, transfer or lease out any vacant land from the schedule below property.
- The Builder / Second Party must supervise the construction at site and iii. 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 24 (Twenty Four) months i.e. two years from date of approval of plan with 6 months grace, 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.

16. BOTH PARTIES HEREBY DECLARE AS FOLLOWS:

- 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 Land Owner/s / 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/s / 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 the 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 Act, 1996.

JURISDICTION

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

SCHEDULE

In the District East Singhbhum, Situated in Mouza Mango, Thana No 1642, P.O. & P.S. Mango, under the District Sub Registry Office and Town Jamshedpur, Block Mango (Earlier Jamshedpur) Sub Division Dhalbhum, and State Jharkhand, all that piece and parcel of homestead land measuring an area 3200 Sq.ft., along with one kutcha house structure standing thereon measuring 150 Sq.ft., recorded under:

Khata No	Plot No	<u>Area</u>	Bound	ary
724	593	3200 Sq.ft. or	North	: Road

7.33 Decimals South: Purulia Main Road

(40'ft x 80'ft) East : Plot No 594 West: Plot No 592

IN WITNESS WHEREOF both the parties has hereunto set their respective hands today at Jamshedpur, on this the Open day, of New , 2021, above written.

Drafted & Printed by:

Old Court Campus, Jamshedpur.

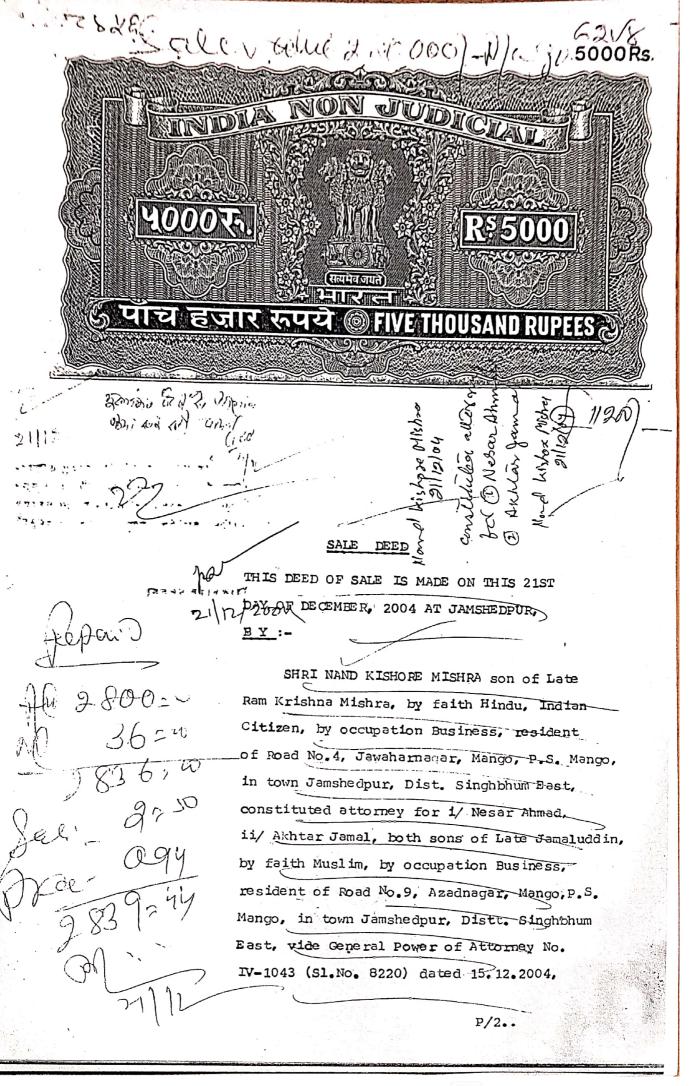
KFatima 2/11/22

SIGNATURE OF THE SECOND PARTY

Certificate:

It is certified that the finger prints of left hand of each persons whose photograph is affixed in the document have been obtained before/by me.

> Enrollment No.-14/2010 (Advocate Jsr. Court)





registered at Jamshedpur Dist. Sub-Registry Office, hereinafter called the SELLERS (which expression shall unless repugnant to the context include their heirs, successors, administrators, representatives) of the ONE PART:

IN FAVOUR OF

1) MD. ISMAR sonof Late Md. Deen, 2) KANEEZ FATMA W/o. Md. Ismail, both by faith Muslim, Indian Citizens, by occupation No. 1. Business and No. 2. House wife, resident of Road No. 1. Azadnagar, P.S. Mango,



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in town Jamshedpur, Dist. Singhbhum East, Thankhand, hereinafter called the PURCHASERS (which expression shall unless repugnant to the context include their heirs; successors, administrators representatives and assigns) of the OTHER PART:

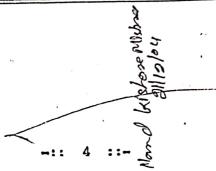
NATURE OF TRANSFER: SALE.

CONSIDERATION AMOUNT: Rs. 2,80,000/- (Rupees two lakhs eighty thousand)only.

WHEREAS the sellers are the sole. exclusive and lawful owners of ALL THAT

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piece and parcel of homestead land, with khaprapose house more specifically described in the schedule 'A' below;

AND WHEREAS the present sellers purchased the schedule 'A' below property from its former owners i/ Md. Imteyaz Ahmad, ii/ Md. Ejaz both sons of Ainul Haque of Purana Basti Road, Jugsalai, Jamshedpur, by virtue of Sale Deed No. 4435 ,dated 05.08.1983, and since purchase the sellers have been in possession and exercising all acts of ownership thereto, to the knowledge of all without any interruption or impediment from any corner;

AND WHEREAS the sellers have agreed



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with the purchasers for ABSOLUTE sale of the said property to the purchasers for a total consideration amount of Rs. 2,80,000/- (Rupees two lakhs eighty thousand) only, and the purchasers have accepted to purchase the same.

NOW THIS DEED OF SALE WITNESSETH:-

That in pursuance of the above agreement and in consideration amount of Rs. 2,80,000/- (Rupees two lakhs eighty thousand) only, paid by the purchasers to the sellers, as stated hereunder shown in the column of MEMO OF CONSIDERATION, the receipt whereof the said sum do hereby accept, acknowledge as full, final and highest consideration amount, against sale of the

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schedule 'A' below property and do hereby convey their said property to the purchasers by these deed of sale.

- That the sellers are completely 2. divested of all their interest and right in the schedule 'A' below property and shall cease to have any right or title in the property hereby sold to the purchasers by these presents
- That the sellers on receipt of full 3. consideration amount from the purchasers and have delivered possession of the said property in favour of the purchasers and relevant papers and documents of the said property.

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- 4. That the purchasers will be at liberty to get their names mutated and recorded in the records of the Superior landlord and will pay ground rent in their own names.
- 5. That prior to sell and execution of this deed, the sellers have not conveyed or delivered or sold or transferred or mortgaged the said property to any other party and same is free from all encumbrances, charges, liens and lispendence.
- 7. That if the purchasers sustain any loss due to defect title of the sellers in respect of the said property the sellers shall be liable to the purchasers and shall

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recoup the purchasers for such losses together with all litigations expenses that may incur by the purchasers to perfect their title in the demised-property.

SCHEDULE 'A'

ALL THAT Homestead land ad-measuring

40'ft. X 80'ft. i.e., 3200 sq.ft. or 0.03.10

Hectare, together with old dilapidated khapra-

pose house ad-measuring one hundred fifty sq.ft. & covered by all sides boundaries, being in portion of Old Plot No. 296, under Old

Khata No. 18, corresponding to R.S. Khata

No. 417, R.S. Plot No. 1551, corresponding to

New Plot No. 593, under New Khata No. 724,

recorded under Ward No.9, JNAC, within Mouza

Pardih, P.S. Mango, Thana. No. 1641, in town

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Jamshedpur, Dist. Sub-Registry Office at Jamshedpur, Dist. Singhbhum East,

which is bounded by :- <

WEST BY :- Plot No. 592;

EAST BY :- Plot No. 594;

NORTH BY :- Road;

SOUTH BY :- Purulia Main Road;

Annual ment payable to the Superior landlord, the State of Jharkhand, through C.O. at Jamshedpur.

MEMO OF CONSIDERATION

The purchasers paid a sum of Rs. 2,80,000/only, to the sellers, named within, in the
following manner:

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Che que	Dansen on	2010	7 3 2 2 2 2 2 2 2
110	Drawn on	Dated	Amount
105983	UTI Bank Ltd., Jsr.	20, 12, 2004	1,00,000/-
167761	-do-	20.12.2004	1,80,000/-

IN WITNESS WHEREOF the sellers have hereunto set their hands today at Jamshedpur on this the day, month & year first above written.

Read over and emplained the contents of this Deed to the executant who admit to be true and correct. 2/11/04

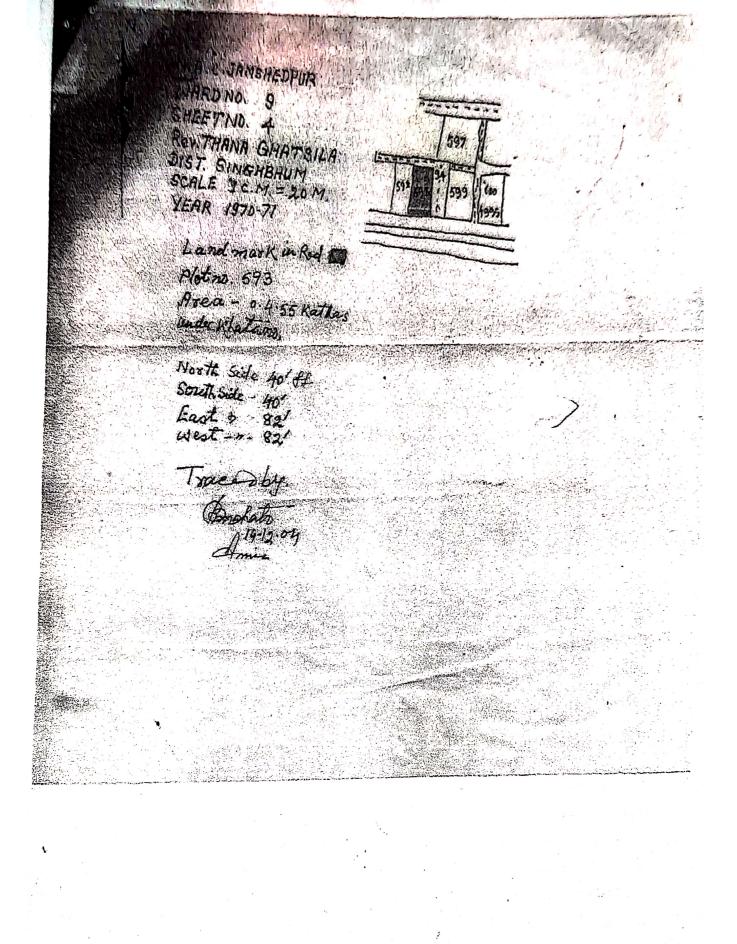
WITNESSES :-

U.K. Ghosh, Jsr. Court.

Drafted by:-

NOTE: - The Original Deed and duplicate (i.e., 2nd copy) are true, exact copy of the same and reproduct of each other. As per counting the total words of this deed is found 1400 nos.

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Token No.: 20210000118140

CERTIFICATE

Office of the District SRO - Jamshedpur

from Page No :- 393 to 508 at, office of District SRO - Jamshedpur This deed was registered as Document No:- 2021/JSR/5387/BK1/5007 in Book No :- BK1,Volume No :- 993 AND P.S AZADNAGAR JAMSHEDPUR ,. MOHAMMED ISMAIL, S/O, D/O, W/O MOHAMMED DEEN resident of ROAD NO.1 AZADNAGAR MANGO P.O

This Development Agreement was presented before the registering officer on date 02-Nov-2021 by