

Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number: 2ebf855d80c7ff5a6b63

Receipt Date: 28-Dec-2020 10:16:43 am

Receipt Amount: 100/-

Amount In Words: One Hundred Rupees Only

Token Number: 20200000116247

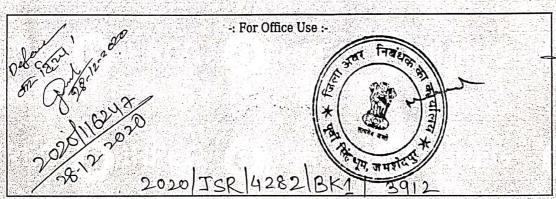
Office Name: District SRO - Jamshedpur Document Type: Development Agreement

Payee Name: AHSEIN DEVELOPERS PVT LTD REP BY

ASIF MAHMOOD (Vendee)

GRN Number: 2003520908





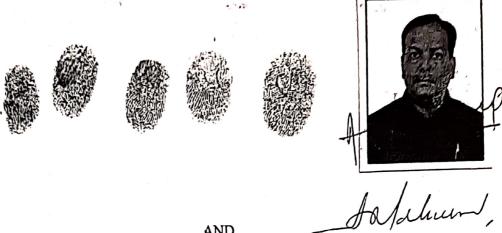
इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क(का भुगृतान के प्रमाण हेद्ध उपयोग भारतीय उसाउ का साल्या ए रहे भ त्तर्गत दण्डनीय अपराध है। ६२०

0 281/2/200

BY AND BETWEEN

र्गन्यधन-पदार्थःनारी

AHMAD NASEEM ARZOO, son of Dr. Abdul Wahab, By Faith Muslim, By Nationality Indian, By Occupation Medical Practitioner, Permanent Resident of -Mohalla Rahman Khan, Deorhi, Laherai Sarai, Darbhanga, State Bihar, Presently Residing in H No 38, Road No 7, Azadnagar, Mango, P.O. & P.S. Azadnagar, Town Jamshedpur, Pin 832110, District East Singhbhum, and State Jharkhand, represented by his lawful constituted attorney: M. ASLAM, son of Abdul Wahid, by Faith Muslim, By Occupation Business, By Nationality Indian, Resident of 4, New T C Colony, Road No 7, B.H. Area, Kadma, P.O. & P.S. Kadma, Town Jamshedpur, Pin 831005, District East Singhbhum, and State Jharkhand, by virtue of General Power of Attorney Deed No IV 281, Dt: 07.03.2004 registered at the District Sub Registry Office, Jamshedpur, (The Principal is alive and living at the time of execution and registration of this Development Agreement and the power is not revoked till today). Hereinafter called the Land Owner / First Party (which expression shall unless excluded by and / or repugnant to the context must mean and include his legal heirs, successors, executors, legal representatives, administrators, nominees, and assigns) of the First Part.



AND

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. Hereinafter 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.

WHEREAS, the First Party has purchased all that piece and parcel of raiyati land more clearly mentioned in the schedule below from its previous owner: Shiv Narayan Lal & Others, by virtue of registered Sale Deed No 7447, Dt: 12-14.1981, registered at the Sub Registry Office, Jamshedpur, and after purchasing the same he came 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 owner, and has also got his name mutated in the records of the Circle Officer, Jamshedpur, (Now C.O. Mango) vide Mutation Case No 36/IX/MNAC/1983 - 84, and from then onwards also paying the ground rent regularly to the State Government without making any arrears.



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, if the First Party ask the Second Party to sell their share of 50% of the project or any of his share then the First Party have to bear the applicable taxes and GST on such sale, and then receive the amount realized from that particular sale, 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, he need to pay the charge for the same to the Second Party.



- 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:
 - a) The Owner/s / First Party will get 50% share in the proposed project from Car Parking Space to Roof of the projects / building, which will be deemed as Owner/s Allocation.
 - b) That, Builder / Second Party will get remaining 50% share in the proposed project from Car Parking Space to roof of the project / building which will be deemed as Builder/s Allocation.



- c) That, the Builder / Second Party is entitled to sell and convey its share in 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.
- d) The First Party is entitled to sell its share of 50% of the project to any 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.
- 6. That, the Second Party during the period of construction of the proposed 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.
- 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.

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- 8. That, the Second Party can apply for water connection, electricity connection, 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.
- 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:

- i. 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.



- 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 him.
- iv. The Land Owner / First Party is executing this Development Agreement in favour of the Builder / Second Party for selling its 50% share of the project to the intending buyer/s.
- 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.
- vi. 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.
- 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 they 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 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.

 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 0 - 4 - 8 Dhurs along with one kutcha house structure standing thereon, recorded under:

Khata No	Plot No	Area	Boundary
504	192	4 Kathas 8 Dhurs	North: Rasta
		i.e. 7.27 Decimals	South: Main Road
			East : House of Mr. Moiz
			West : Dwarika Prasad

IN WITNESS WHEREOF both the parties has hereunto set their respective hands today at Jamshedpur, on this the 28th day, of <u>Nee</u>, 2020, above written.

WITNESSES! KI

1. KHALIQUE AHMAI) 570

Mohammad PLLYAS

Mohammad PLLYAS

SIGNATURE OF THE FIRST PARTY

2. Affredem 870 M. Alam Ric

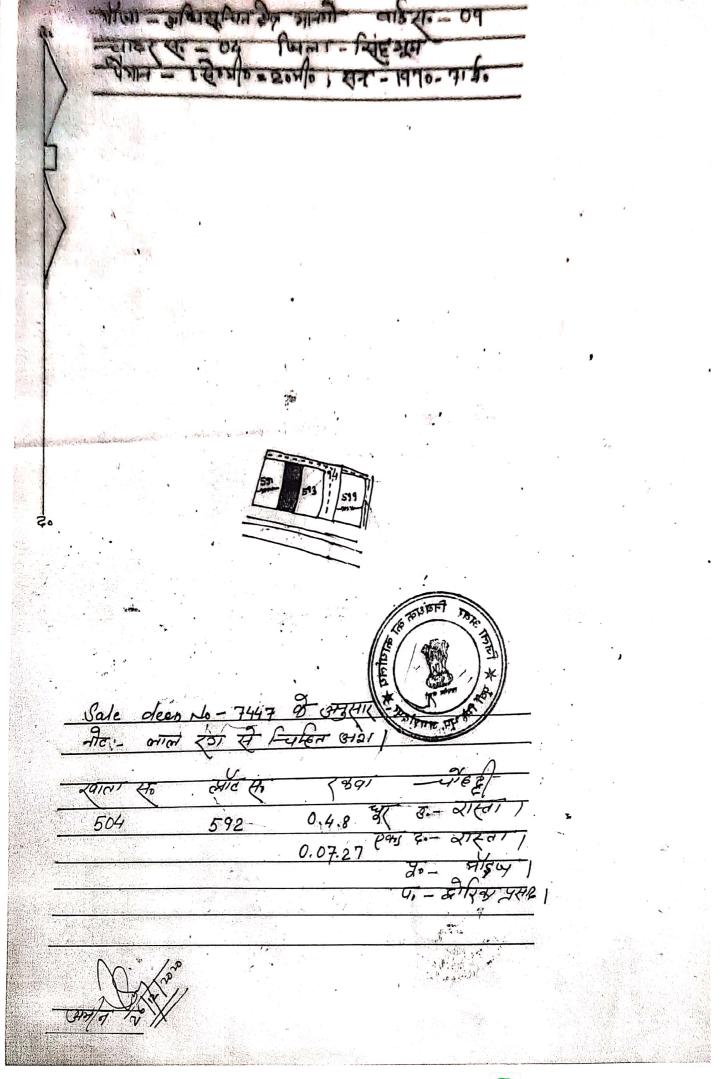
Drafted & Printed by: H. Mann Ric

Old Court Campus, Jamshedpur. 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.

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



Token No.: 20200000116247

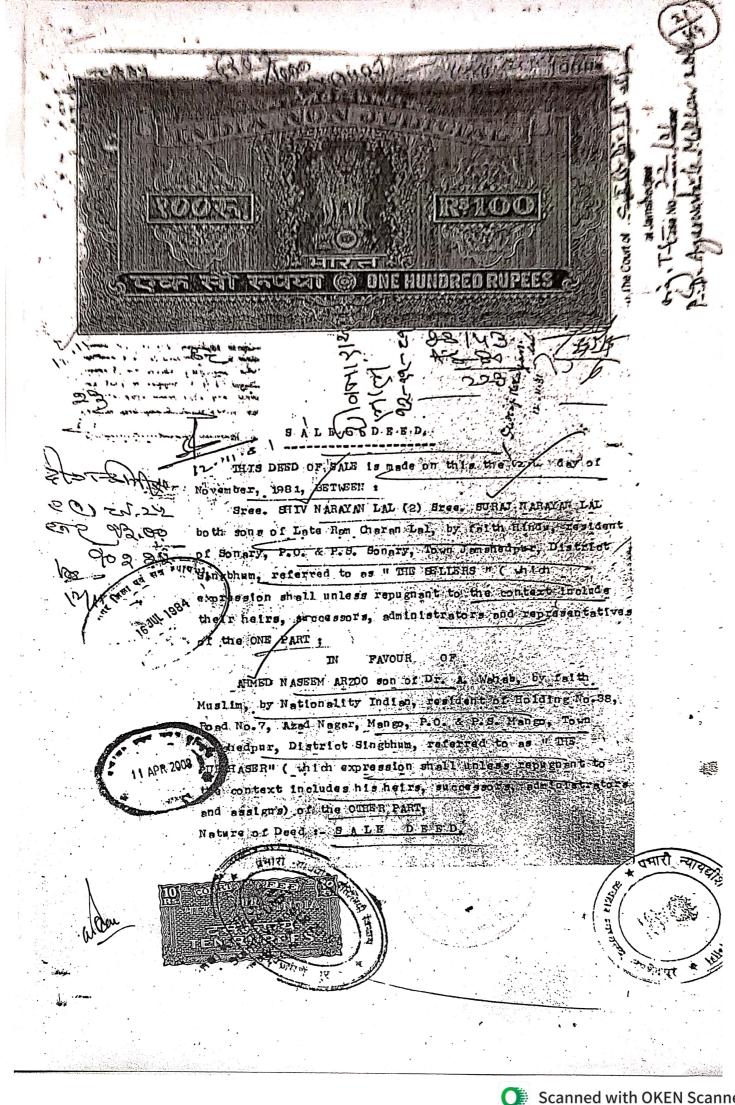
CERTIFICATE

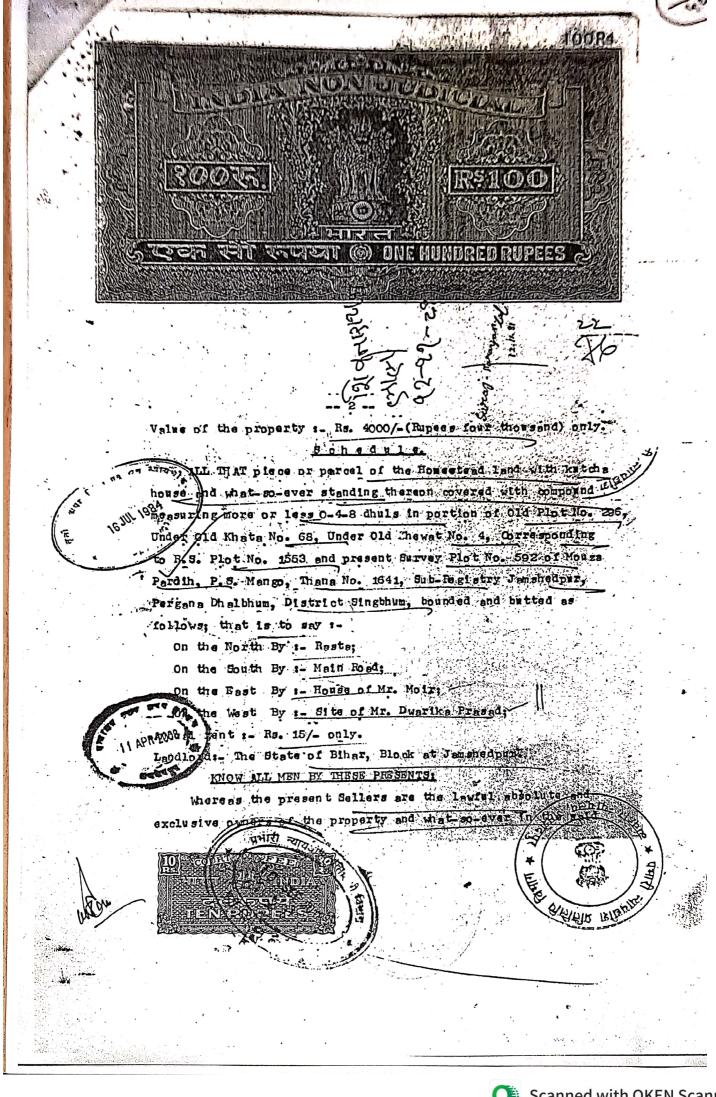
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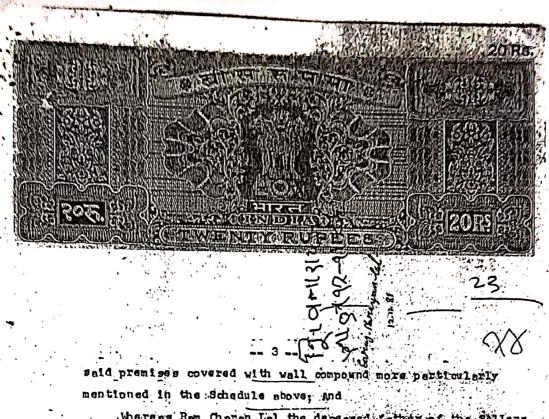
from Page No :- 427 to 506 at, office of District SRO - Jamshedpur This deed was registered as Document No:- 2020/JSR/4282/BK1/3912 in Book No :- BK1, Volume No :- 771 ASLAM, S/O, D/O, W/O ABDUL WAHAB resident of 4 NEW T C COLONY ROAF B H AREA KADMA JAMSHEDPUR This Development Agreement was presented before the registering officer on date 28-Dec-2020 by M

Date: - 28-Dec-2020

Registering Officer







Whereas Ram Charac Lal the deceased father of the Sellers took permanent Settlement from the exclandlord Banta Ram Saint in question of the property vide registered Patta Deed No. 4694 etcd 28. 12. 1945, i.e. before absolution of the Jamindary 1861, and

whereas the lended property in question has been recorded in the name of said deceased Ram Charan Lal in last Survey Settlement Operation and whereas the property in question are also been mutated in his favour, and

Whereas after his death the present Sellers and their other co-sharers have sulcably partitioned the entire properties including the present property left by deceased Rem Charan Lol.

And thereas the present landed property has fallen in the exclusive sharers of the present Sellers and they have been

sseasion over the property in question to the best knowledge

corner and by payment of rent thereon, And

Atteress the said property has been recorded in the name

executant No. 1 in last Survey Settlement Operation, And

thereas the present Sellers extead with the prospect









Purchaser for ABSOLUTE SALE OF THE SAID PROPURTY for a total consideration of Rs. 4000/- (Rupeds four thousand) only.

NOW THIS DEED OF SALE WITHESSETH

That In pursuance of the said Agraement and in consideration of the said sum of Ns. 4000/-(Rupees four thousand) only which with the paid by the Purchaser to the Saliers, which sum the Saliers does hereby admit, accept and acknowledges to have received in full as consideration money against the said landed property, the Saliers by these presents ABSOINTELY grent, transfer, Sale, convey and assign or assure unto the Purchaser ALL THAT PROPERTY and what-so-ever standing therson with all their all right, title, privilages, advantages and appertances to the Purchaser TO HAVE AND HOLD the same without any person/s claiming under them together with all right, title and interest and possession which the Saliers herebefore enjoyed in the said premises.

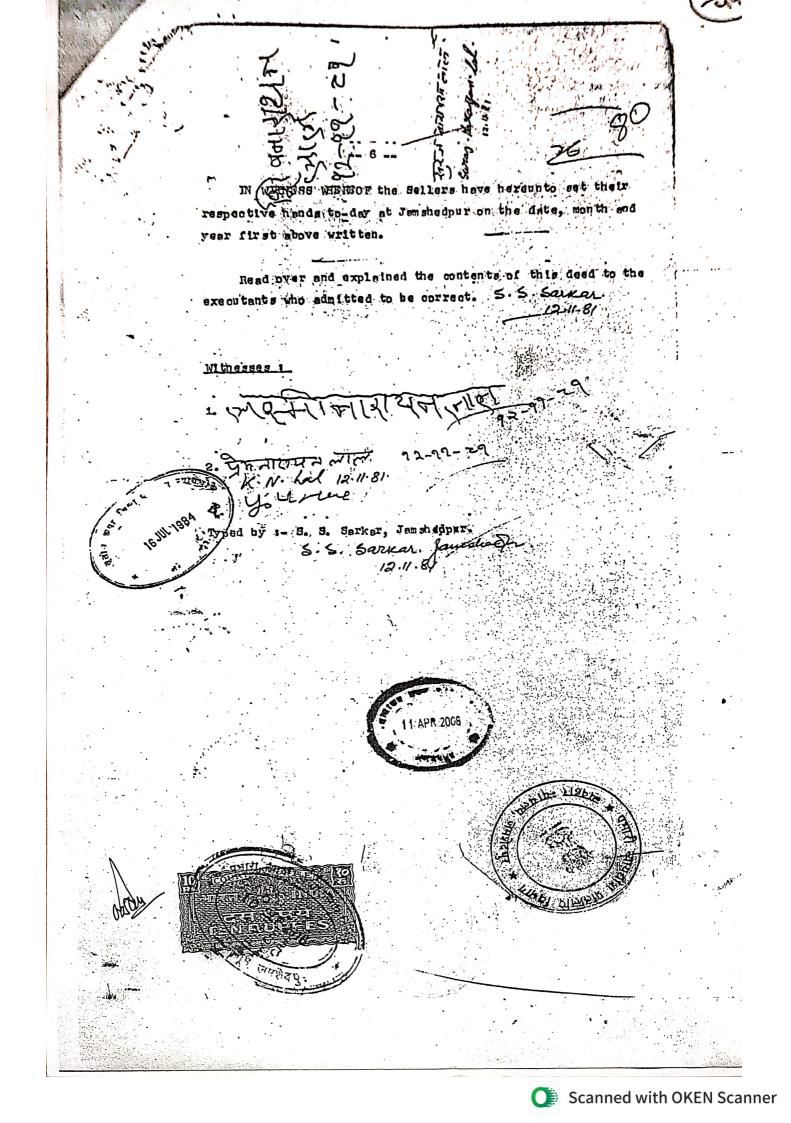
That the Sellers are completely divested of all their right and interet in the said property mentioned in the Schedule above to Sellers, their heirs and successors will have no claim over the property in question.

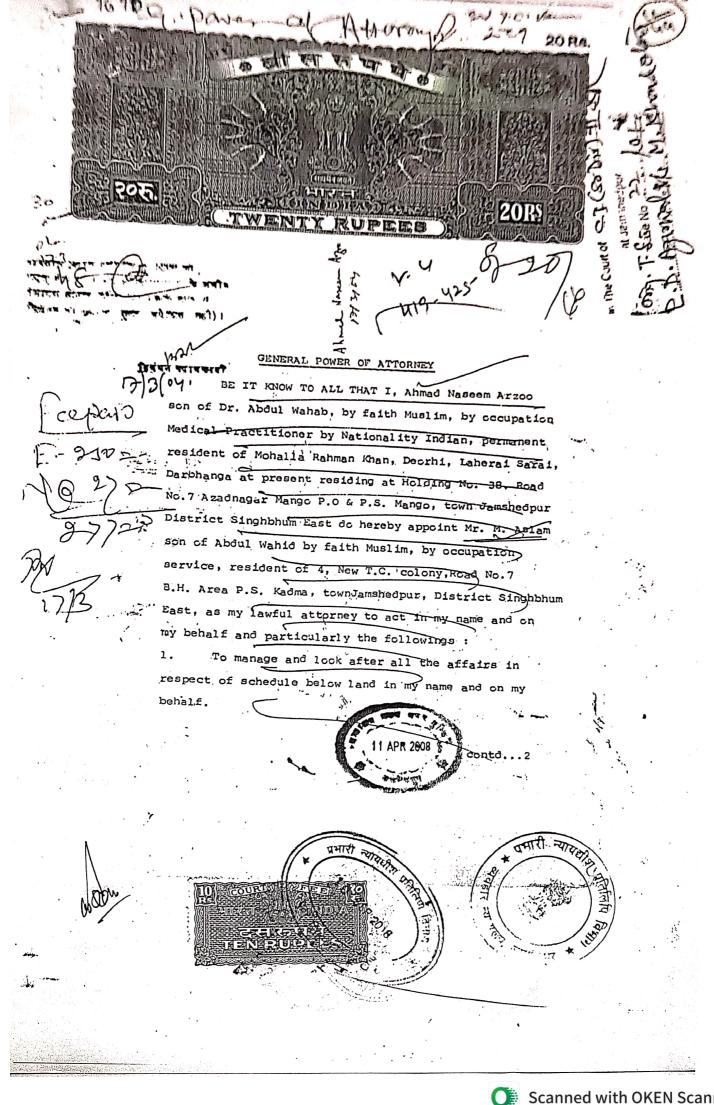
hat the Sellers are the owners of the landed property





more partinularly mentioned in the nonedule above and is applicad to convey the same unto the Purchasena (11) That the property hereby bransterred and conveyed if favour of the Purchasor by the Hallers to free from all enoumbrances, charges and liens and the dalless has already but the Purchaser in possession of the said landed property mentioned in the Cohedule above. (111) That the Ballers hereby agrees and undertakes to execute ony further deed, applications or petitions, if he cassary in order to further partect the title of the Purchaser in respect of the said landed property. That in the event of the said landed proporty or any part thereof being lost to the Purchaser on account of any olaim made y any concern or person/s the Selliers or their heir heir successors shall compensate the Purchaser for such loss cogether 1630 168 with All litigations expenses that may be incorred by the Purchaser to perfect their title in the demised property. That the Ballers prior to this gala has not convayad, trongferred, mortgege or otherwise allenets their property hereby conveyed or any part thereof to any third party or person, (vi) That the ground rent and other taxes of the said property now will be pold by the Rurchaser in place of the Seilers and the Purch ager is at liberty to mutate him hame in the Office of the Landlord, in respect of the said property in his own n ama. Ba It noted & That the aforesate premieds in portion of old 296 Under Khete No. 68, Corresponding to R. B. Plot than been truely curved out in new Plot No. 591, and in way Bettlement Operation the plot No. 592 has been shown in the Khatian instead of correct plot No. 591 in question of

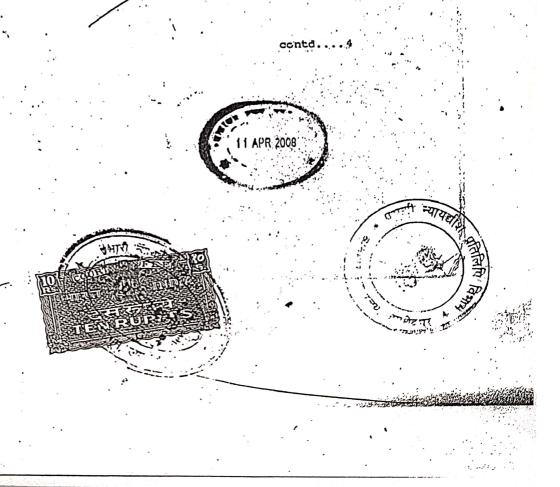


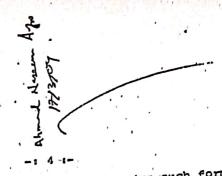


- To sign, execute, endorse, to accept, to discharge any documents for the purpose of management of the property
- . To initiate any proceeding, suit, appeal revision, review in any court of competent jurisdiction up to the highest level and for that to appoint lawyer by executing Vakalatnama to sign and verify the pleadings and to give evidence in any court or before any authority concerned and to withdraw such proceeding or suit and to compromise the same and to give discharge of any liability as the case may be.
- ' To enter into any agreement of transfer or any other indenture in respect of schedule below property and to execute such documents as it may required in favour of any person or persons.
 - To sign or agree to sign any agreement in respect of the schedule below

property and to alon the same in my name and on behalf and for that purpose to purchase stamps and to present the same before registering authority for registration and to admit the documents before the Registrar in my name and on behalf and register the document from the office of registrar and to receive the registration slip and sign it for transfer to the person or persons in whose favour the documents is executed by my attorney.

To transfer the schedule below property by sale, mortgage, gift or in any manner in which my said attorney deem fit and proper and for that purpose to execute such deed of transfer and to sign in my name and on my behalf and for that purpose, to present such transfer deed before the Registrar for registration and to admit it execution and get it registered.

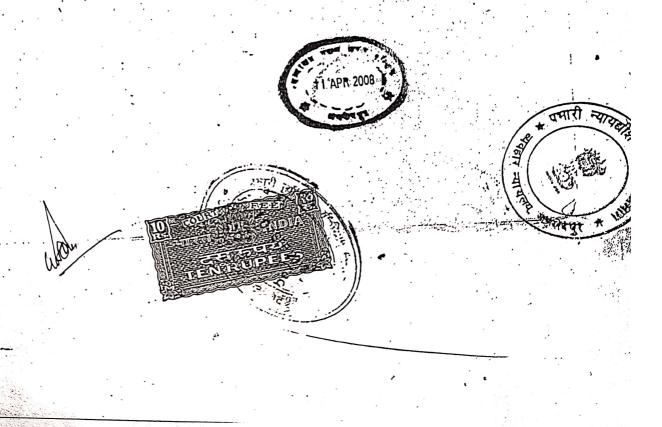




To swear in affidavit, to sign such forms, under the law required to be sign by me and to submit the same before the registering authority or authorities as the case may required.

To sign and to present any application or applications which may be required to present the same before any revenue authorities for mutation of the name or names either by purchase or other person and for that purpose to do all necessary acts or things before the competent authority and to admit and support such application to give evidence and in case of any requirement to do all such acts or things which may be necessary under any circumstances in such proceedings in my name or on my behalf for the purpose of mutation and fixation of rent in respect of the schedule below

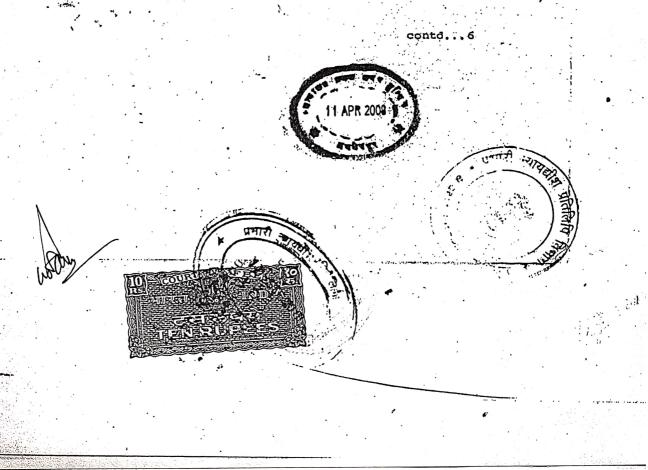
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To give evidence in my name and on my behalf in any suits or proceedings and to take oath for such purposes and to support any such claims or proceedings or to demy the things in adverse circumstances to contest any matter against other claimant or claimants in respect of schedule below property.

And generally to do all lawful acts which may be necessary in view of my said attorney for all aforesaid purposes and generally to do all such acts and things in my name or on my behalf in respect of schedule below property.

. I, hereby agree that all acts, deeds and things lawfully, done my said attorney shall be construed as acts, deeds and things, done by me and I undertake to rectify and confirm all whatsoever lawfully do and cause to be done for me by virtue of the power hereby given.



SCHEDULE

All that piece and parcel of: raivati homestead land with kutcha house and whatsoever standing thereon covered with compound, measuring more or less 0-4-8 dhuls in plot Survey plot No. 592 under Khata No. 504 in Mouza Mango Thana No. 1642 P.S Mango in ward No.9, District Sub Registry office and town Jamshedpur, Pargana Dhalbhum District Singhbhum East, bounded as follows

North

Main Road

South

House of Mr. Moiz

Site of Mr. Dwarika Prasad

Purchased vide registered Sale Deed No. 7447 dt. 12.11.81 from one Shiv Narayan Lal & others and mutated the said land vice Mutation case No. 36/1x/MNAC/83-84 and paying rent thereof.

In witness whereof I have executed this General power of attorney today the /并乃 day of March 2004 at Jamshedpur.

contd









