

SL No. 3266
DATE 16.9.22

Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : cf3e49aec4d3c6da8f86

Receipt Date : 16-Sep-2022 01:23:56 pm

Receipt Amount : 50/-

Amount In Words : Fifty Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : Bokaro

Stamp Duty Paid By : MS MAA TARA HOUSING DEVELOPERS PVT LTD

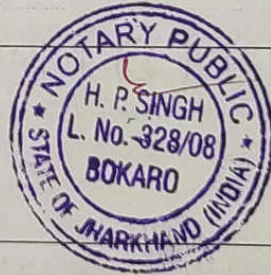
Purpose of stamp duty paid : AGREEMENT

First Party Name : SRI SURENDRA BURMAN

Second Party Name : MS MAA TARA HOUSING DEVELOPERS PVT LTD

GRN Number : 2213526176

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

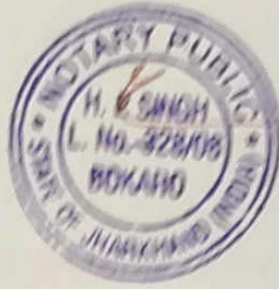


This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः 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।

MAA TARA HOUSING DEVELOPERS PVT LTD
Managing Director

Mohammed Abbas Ansari
Sri Surendra Burman



DEVELOPMENT AGREEMENT

This Development Agreement is made on this the 15th Day of September, 2022.

BETWEEN

1. Sri Surendra Burman, (AADHAR - 6220 3969 3204, PAN - AGQPB0013L, Mobile - 9431144084), S/o Late Sahadeo Sonar & Late Laxmi Devi, Grand S/o Late Janki Sonar, by occupation - Business, by faith Hindu, Category - Other Backward Caste, resident of Sirisa, Giridih Mufassil, Distt. - Giridih, & 2. Md. Abbas (AADHAR - 5159 0856 8413, PAN - AFFPA0063B Mobile No:- 6200390652), S/o Late Gyassudin Ansari & Late Isha Khatoon, Grand S/o Late Amin Ansari, by occupation - Retired SAIL Employee, by faith Muslim, Category - Other Backward Caste, Resident of Ukrid Basti, P.S. - Sec-12, Distt- Bokaro hereinafter called and referred to as LAND OWNERS/ FIRST PARTY (which expression shall unless excluded by or repugnant to the context of meaning hereof and include its executors, administrators, legal representative, successors and assigns) of the ONE PART.

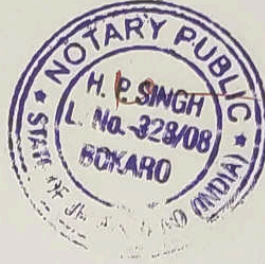
AND

M/s MAA TARA HOUSING DEVELOPERS PRIVATE LIMITED, a Private Limited Company incorporated under the provisions of the Companies Act 1956, having its Registered Office at Vill - Nawdiha, P.O. - Gadi Nawdiha, P.S. - Jamua, Dist - Giridih and branch office at Plot No. GA-10, City Centre, Sec - 4, Bokaro Steel City, Distt - Bokaro, represented through one of its Director Sri Mrigank Kumar, (Aadhar No. 2213 6008 5551, PAN - AAGCM9735K), S/o Late Bodhi Mahto & Smt. Ujjwala Devi, Grand S/o Late Dipan Mahto, by occupation - Business, by faith - Hindu, Category - Other Backward Caste, resident of Vill - Nawdiha, P.O. - Gadi Nawdiha, P.S. - Jamua, Dist - Giridih, presently residing at Flat No. 108, 5th Floor, Awadhpuram, Bagraibera, Bokaro, Jharkhand, hereinafter called and referred to as DEVELOPER / SECOND PARTY (which expression shall unless excluded by or repugnant to the context of meaning hereof and include its successor, administrators, legal representative, receivers and assigns) of the OTHER PART.

H. V. Singh
Notary Public

MAA TARA HO.

Managing Director



Whereas the Land Owner at SL. No. 1. Shri Surendra Burman & Developer /Second Party M/s MAA TARA HOUSING DEVELOPERS PRIVATE LIMITED jointly purchased 16.85 decimal land in Old Khata No. 02/ New Khata No. 09, Old Plot No.- 551, 552 & 553/ New Plot No. 1441, Mouza - Tetulia, Thana No. 38, Bokaro ("Said Land") from various Sellers in 7 Sale Deeds registered at the office of the Sub-Registrar, Chas, Dist - Bokaro morefully described in Schedule 'A' out of the total 16.85 decimal land only 14.77 decimal of land is being given by the Land owner named above to the developer for the construction of the apartment building, detail of the Sale Deed are as follows:

Sl. No.	Deed No.	Date	Area	Seller	Detail of Mutation
01	658	02.02.2015	3.33 dec	Sarfuddin Ansari	4071 (VII)/2015-16
02	3659	27.05.2015	4.00 dec	Touhid Ansari & Others	4073 (VII)/2015-16
03	3663	27.05.2015	2.47 dec	Salim Ansari & Others	6875 (VII)/2015-16
04	1253	21.02.2015	1.23 dec	Tazuddin Ansari	4076 (VII)/2015-16
05	657	02.02.2015	1.20 dec	Tamanna Parween	4067 (VII)/2015-16
06	1252	21.02.2015	3.30 dec	Ali Bibi	4074 (VII)/2015-16
07	1254	21.02.2015	1.32 dec	Abdul Rajak Ansari	4075 (VII)/2015-16
Total Land Purchased Area			16.85 decimal		

Whereas the Land Owner/First Party mentioned at Sl. No. 2. Md. Abbas purchased 3.30 decimal of land vide Sale Deed No. 6120 dt. 19.10.2013 from Gulam Nabi & Others registered at the office of the Sub-Registrar, Chas, Dist - Bokaro in Old Khata No. 02/ New Khata No. 09, Old Plot No.- 551, 552 & 553/ New Plot No. 1441, Mouza - Tetulia, Thana No. 38, Bokaro ("Said Land"), morefully described in Schedule 'A'. Mutation of the land in the name of Md. Abbas has been done vide Mutation Case No. 2378 (VII)/2016-17.

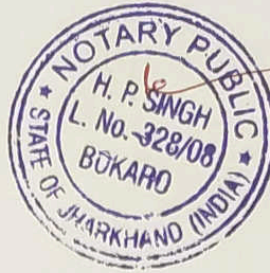
And whereas all the above land purchased by Shri Surendra Burman & M/s Maa Tara Housing Developers Private Limited represented through one of its Director Sri Mirgank Mumar and Md. Abbas are adjacent lands and for the construction of Apartment Building the entire land admeasuring **18.07 dec.** will be treated as one single plot irrespective the Land Owners having ownership of unequal area of Land as mentioned above.

And whereas the Land Owners intends to get a Multi - Storied/ Apartment Building constructed over the said Land and approached the Second Party and made a proposal for construction of Multi-storied/ Apartment Building over the land which has been duly accepted by the Second Party/ Developer.

श्री सुरेंद्र बर्मन
Md. Abbas Ansari

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MAA TARA HOUSING DEVELOPERS PRIVATE LTD
Managing Director



And whereas the above said land purchased by Sri Surendra Burman & M/s Maa Tara Housing Developers Private Limited admeasuring 16.85 dec. land, Share/ Portion of Sri Surendra Burman i.e. the First Party/ Land Owner, in the above said land is 8.425 dec, out of which 7.385 decimal land is given to the Second Party/ Developer for construction of Multi-storied/ Apartment Building over the said land through this Development Agreement and Share/ Portion of M/s Maa Tara Housing Developers Private Limited represented through one of its Director Sri Mirgank Mumar the is 8.425 decimal of land out of which 7.385 is being used for the construction of the Apartment Building. That out of the 16.85 decimal of land only 14.77 decimal of land is being used for the construction of the Apartment Building.

And whereas the First Party/ Land Owner Shri Surendra Burman has handed over the possession of his Share/ Portion of 7.385 dec. of land morefully described in Schedule 'A' for construction of the Multistoried / Apartment Building.

And whereas the First Party / Land Owner Md. Abbas has handed over the possession of 3.30 dec. of land morefully described in Schedule 'A' for construction of the Multistoried / Apartment Building.

The terms & conditions mutually agreed by the First and Second Party for this Development Agreement, is as follows:-

1. That the above mentioned First Party/ Land Owners appoints the Second Party/ Developer as Developer for the land/ property mentioned in Schedule – A which has been accepted by the Developer. The Developer is developing/ constructing a Basement (Parking)+ Ground + 4 floor (Residential) multi-storeyed building over the land morefully described in Schedule – A hereunder.
2. That the plan for construction of a Basement (Parking)+ Ground + 4 floor (Residential) multi-storeyed building has already been approved by the Competent Authority i.e. MADA, Dhanbad vide their Letter No. Nagar Niveshan Yibagh 08/2020-16 dt 09.11.2019 and BD Case No. 29/18-19.
3. That the name of the Building will be in the name and style of "GODAVRI APARTMENT".
4. The Second Party will have option of making deviation in the approved plan as advised by the Designer/ Architect of the Second Party, and the First Party will have no objection to the deviation made by the Second Party.

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Mahama
Md. Abbas
Mumar
MAA TARA HOUSING DEVELOPERS PVT LTD
Managing Director



That the First Parties has agreed that the Second Party will have right to make modification/ alteration in the plan approved by the Competent Authority and for this permission of the First Parties will not be required.

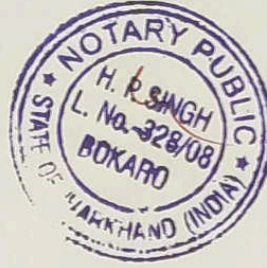
5. That the First Party after signing of this agreement will assist and co-operate in all the manners to the Second Party, their employees, engineers and Architects so as to enable the Second Party to develop and construct a multi-storeyed building over the said land more fully described in Schedule - A.
6. (a) That it has been mutually agreed between the First and Second Parties that on account of cost of Land the Second Party will hand over 33% of the constructed area of Flat to the First Party which will be share / portion of First party and 67% of constructed area of Flat will be owned by the Second party which will be Share/portion of the Second party.
- (b) That the Land Owner/ First Party and the Developer / Second Party will take their respective Share of Flat on each and every Floor with minor variation and subsequent adjustment depending upon the size / measurement of various flats.
- (c) That the distribution of flats between the Land Owner/ First Party and the Developer/ Second Party has been done as per agreed terms mentioned at 6(a) & 6(b) and as per mutual consent. Details of Share /Portion of Flats of the First Party/ Land Owner and the Second Party/ Developer is as follows:

Sl. No	Flat No	Floor	Share / Portion
01	GF - A	Ground Floor	SECOND PARTY / DEVELOPER
02	GF - B	Ground Floor	LAND OWNER SURENDRA BURMAN
03	GF - C	Ground Floor	SECOND PARTY / DEVELOPER
04	FF-A	First Floor	SECOND PARTY / DEVELOPER
05	FF - B	First Floor	LAND OWNER SURENDRA BURMAN
06	FF - C	First Floor	SECOND PARTY / DEVELOPER
07	SF-A	Second Floor	SECOND PARTY / DEVELOPER
08	SF - B	Second Floor	LAND OWNER SURENDRA BURMAN
09	SF - C	Second Floor	SECOND PARTY / DEVELOPER
10	TF-A	Third Floor	SECOND PARTY / DEVELOPER
11	TF-B	Third Floor	LAND OWNER SURENDRA BURMAN
12	TF - C	Third Floor	SECOND PARTY / DEVELOPER
13	FOF-A	Forth Floor	SECOND PARTY / DEVELOPER

Handwritten signature and name: Mohan Singh & Associates

MAA TARA HOUSING DEVELOPERS PVT LTD

Managing Director



14	FOF - B	Forth Floor	LAND OWNER MD ABBAS
15	FOF - C	Forth Floor	SECOND PARTY / DEVELOPER

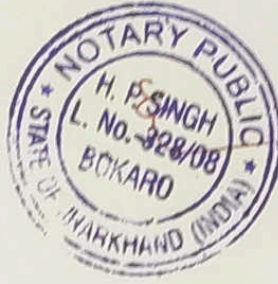
- 7.(a) That the First Party, his heirs, or appointed representatives will have full right over his share of constructed area and the First Party will be at liberty to use his share of constructed area either in full or part for his own accommodation or for sale, lease, transfer, mortgage etc. as desired by the First Party.
- (b) That the Second Party, their heirs, appointed representatives will have full right over his share of constructed area and the Second Party will be at liberty to use his share of constructed area either in full or part for his own accommodation or for sale, lease, transfer, mortgage etc. as desired by the Second Party.
- (c) That the First Party and Second Party will have joint utility rights proportionate to their respective shares over common areas such as Parking, common passage, stairs, lift shafts, plumbing shafts, open spaces etc.
8. That the First Party will have no other demand in future. The First Party will be bound to execute/ sign to the papers/ documents/ Agreements/ Sale Deeds with respect to the portion/ share of the Second Party whenever required without any delay and in executing/ signing such papers/ documents the First Party does not have/ will not have any objection. Similarly the Second Party will have no objection in execution of any documents/ Deeds if required with respect to the portion/ share of the First Party.
9. That the Development Agreement is in no way a partnership between the two parties.
10. That after possession of portion of the First Party his nominated person/ purchaser and after possession of portion of Second Party his nominated person/ purchaser/ firm, will have undivided ownership rights over the land proportionate to their share.
11. That the First Party from today after signing of this agreement hands over possession of land mentioned in Schedule - A to the Second Party to enable the Second Party to develop and to construct a multi-storied building over the land.

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Mohammed Abbas Ansari

MAA TARA HOUSING DEVELOPERS PVT LTD

Managing Director



12. That the First Party hereby agrees and declares that in relation to the Schedule – A land no other Development Agreement prior to today's signing of this agreement has been executed by the First Party and neither any agreement of any nature will be executed by him in future and if found so it will be treated as contrary to the terms of this agreement and will be treated as null and void.
13. That the First Party has agreed with the Second Party that the First Party or his heirs will not sell the Schedule land to anyone and will not execute any document which is contrary to the terms and conditions of this agreement.
- 14.(a) That construction of the building will be completed within 3 years (Three Years) along with a grace period of further six months from the date of Execution of this Development Agreement. The Land Owner/ First Party has agreed that for the time loss due to the natural calamities, labour strikes, lock-out etc. which is beyond reasonable control of the Second Party, additional time will be granted by the First Party which will be in addition to the stipulated time Schedule of within 3 years (Three Years) with a grace period of 6 months.
- (b) That in the event of the Second Party failing to handover the portion of First Party as per time Schedule as stipulated in Clause 14(a), the market rent for the portion of First Party will be given by the Second Party.
15. That the First Party /Land Owner hereby declare to the Second Party as follows:-
 - (a) That the Schedule – A land is undisputed and is in their peaceful possession and there is no loan on the Schedule – A land/ property and the flat constructed over the land is saleable to any person/ firm.
 - (b) That No Land Acquisition Notice has ever been issued by any Government Authority with respect to the Schedule - A Land.
 - (c) That no other person has any right over the Schedule - A land and only the First Party/Land Owner has full right over the Schedule - A.
 - (d) That if any claim is made by heirs/ dependents of the First Party than it will met by the share of First Party only and the Second Party /Developer will be kept free from such claims.

सह प्रमुख १५१

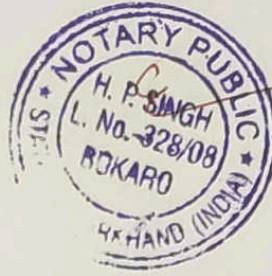
Mohammad Abbas Ansari

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MAA TARA HOUSING DEVELOPERS PVT LTD

Managing Director

Managing Director

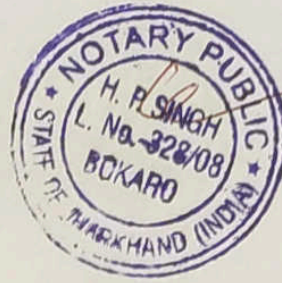


- (e) That the First Party /Land Owner has authorized the Second Party /Developer to do all the development related works in their (Second Party's) name and at their expenses and the First Party will have no right to interfere in any manner in construction of the proposed multi-storeyed building except for the portion/share of the First Party.
- (f) That the Second Party (Developer) will have full right to enter into agreement for sale, sale by registered Sale Deed or for execution of any other sort of Deed for the Second Party's portion/share of flats, parking spaces of the proposed multi-storeyed building and the First Party will not have any objection to this. Whenever the Second Party Developer requires signature of the First Party over these papers (agreement to sale, Sale Deed etc.), the First Party, will happily sign these papers.
16. The First Parties hereby agrees to bear additional cost required for electric meter connection and maintenance charge of their share of flats.
17. The First Party /Land Owner has agreed to execute registered power of attorney in favour of the Second Party in addition to this Development Agreement so that the Developer should not face any difficulty, in construction of the proposed multi-storeyed building and in transferring the constructed flats and parking spaces to the clients of the Second Party.
18. The Second Party (Developer) has agreed to the First Parties for the following:-
- (a) The total cost of construction of the multi-storeyed building will be borne by the Second Party and the First Party will not make any expenses.
- (b) That the Second Party will not do anything which affects or harm the right, title of the First Party.
19. That if so required, the First Party/ Land Owner will be bound to execute Sale Deeds in favour of persons/ purchaser nominated by the Second Party for the flats, parking spaces, common areas of the portion/ share of the Second Party. If the First Party do not execute such sale deeds than the Second Party will give 15 days' notice to the First Party and if even after receipt of notice the First Party does not execute the sale deeds, than the Second Party/ Developer will have right to take suitable legal action to get such sale deeds executed in favour of their customer/ purchaser.

Handwritten signature in blue ink: *Meekam Singh Abbas Ansari*

MAA TARA HOUSING DEVELOPERS PVT. LTD.
Handwritten signature in blue ink: *[Signature]*

Managing Director



20. That First Party himself as well as purchasers of the flats of the portion of First Party will be bound to become member of the Co-operative Society/ Committee Constituted for maintenance and service of the multi-storeyed building and will also be bound to pay the monthly maintenance charges as fixed by the Committee/ Housing Society of all the flats owner.

SCHEDULE 'A' ABOVE REFERRED TO

Description of the land of the First Party over which the Apartment Building namely "GODAVRI APARTMENT" is being constructed.

The piece of land over which the Multi-Storeyed Apartment Building is being constructed, measures in area **18.07 Decimals situated at Old Khata No. 02/ New Khata No. 09, Old Plot No.- 551, 552 & 553/ New Plot No. 1441, Mouza - Tetulia, Thana No. 38, Bokaro (Jharkhand)** out of which the Share/ Portion of the First Party Sl. No. 01 & 02 given for construction of a Multi-storied apartment Building to the Second Party by this Development Agreement is 7.385 & 3.30 dec and the rest 7.385 dec of land is the Share/Portion of the Second Party/ Developer.

The 18.07 Decimal Land butted and bounded as follows:

North	:	Open Space thereafter New Plot No. 1442
South	:	Kaveri Apartment
East	:	Saraswati Apartment
West	:	Open Space thereafter New Plot No. 1442

This is to certify that this land do not belong to Government Land, Forest Land and is out of Government Acquired Land.

बही सुनेत्र ११११ Mohammad Abbas Ansari

MAA TARA HOUSING DEVELOPERS PVT LTD


Managing Director



In witness whereof the parties hereto have set their hands and have signed this agreement at the place and on the day, month and year first written hereinabove and in presence of the following witness.

21st 4/23/2022

Mohammad Abbas Ansari

Signature of the First Party

MAA TARA HUU...
[Handwritten Signature]

Signature of the ~~Second~~ Party

Certified that contents of this sale deed have been read over by the vendors and confirming party and also explained in Hindi to them who having fully understood the same have executed the deed voluntarily and freely and whose signature and thumb impression are hereby attested.

Drafted by..... (At Chas)

Witness:

[Handwritten Signature]
S/o Sri Umesh Pandey
Q. No - 1239, Sec-12/A
B.S city, Bokaro



[Handwritten Signature]
16.9.22
H. P. Singh
NOTARY PUBLIC
L. No. -328/08
BOKARO

[Handwritten Signature]
Ramesh Chandra Pandey
Adv
16.9.2022