

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु. 5000

पाँच हजार रुपये

Rs. 5000

FIVE THOUSAND RUPEES

INDIA

बिहार BIHAR

Serial No. 686

13712

11-1-19

5000

A 567288

लक्ष्मण देव प्रोपर्टी 4/10 नंदा नगर नरसिंह नगर
1925-2 फुलका 1/8

Govt. of Bihar

District Registry Office, Patna

Summary of Endorsement

This document was presented for registration on **21/01/2019** by **Sushma Chandra**
Stamp Duty of Rs. **827000/-** and other Fees of Rs. **20500/-** has been paid in it.

The document was found admissible. The Names, Photographs, Fingerprints and Signatures of the Executors
and their Identifier, who have admitted execution before me, are affixed on the reverse page.

The document has been registered as Deed No. **1162** in Book No. **1**, Volume No. **27** on pages from **97** to
113 and has been preserved in total **17** pages in C.D. No. **4** / Year **2019**

Token No: 679 /2019

(Satya Narayan Chandra)
Registering Officer



SCANNED BY

DEVELOPMENT AGREEMENT BY THE
LANDLORDS
IN FAVOUR OF A BUILDER

THIS AGREEMENT made at Patna on this 21st day
of January 2019,

LUCKSTONE BUILDTech PVT. LTD.

DIRECTOR



Sushma Chandra
21/1/19

LUCKSTONE BUILDTech PVT. LTD.

DIRECTOR

21/1/19

District Registry Office, Patna

Token Number 679

Reg. Year 2019

Serial Number 656

Deed Number

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Mohammad Tajuddin (Dir.)						
Sig.	<i>md tajuddin</i> 21/1/19						
Presented By	Sushma Charan						
Sig.	<i>Sushma Charan</i> 21/1/19						
Executant	Sushma Charan						
Sig.	<i>Sushma Charan</i> 21/1/19						
Identified By	Divesh Charan						
Sig.	<i>Divesh Charan</i> 21/1/2019						

SCORE Ver. 4.0

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Sushma Charan
21/1/19

LUCKSTONE BUILDTECH PVT. LTD.

md tajuddin

DIRECTOR

अदेशानुसार प्राप्तकर्ता/क्रेता/विक्रेता द्वारा दिखाये गये भूमि/संरक्षित
मौजा/मुहल्ला... २४७/१५... थाना/वार्ड सं०... १... हो० नं०... ५
... २४/१५... रोड का दरतावेज में वर्णित चौहदी उ०... ७२०/१५
... २४/१५... प्लॉट नं०... २४/१५... के अनुसार
स्थल जांच किया गया। जांचोपरान्त वर्णित चौहदी के अनुसार
उक्त भूखण्ड पर भूमि/संरचना... २४/१५... खसरा... १
जो आकांक्षीय/व्यावसायिक प्रधान/मुख्य/शाखा/सड़क पर
पड़ा गया है। २४/१५... के ७२३/१५ नामा
अदेशानुसार मेरे द्वारा पुनः
स्थल जांच किया गया।
जांचोपरान्त वर्णित चौहदी के अनुसार
उक्त भूखण्ड पर भूमि/संरचना... २४/१५...
... २४/१५... के ७२३/१५ नामा
अदेशानुसार मेरे द्वारा पुनः
स्थल जांच किया गया।
जांचोपरान्त वर्णित चौहदी के अनुसार
उक्त भूखण्ड पर भूमि/संरचना... २४/१५...
... २४/१५... के ७२३/१५ नामा

BY & BETWEEN

SMT. SUSHMA CHARAN age 80 Years wife of
 Sri Akhouri Dinesh Charan @ Sri Dinesh Charan,
 resident of Plot no. 77, Gandhi Nagar, Boring Road,
 Police Station Sri Krishnapuri Post Office G.P.O.
 District Patna Pin Code 800001, hereinafter called
 "LANDOWNER" (which expression shall unless
 repugnant to the context or meaning thereof mean
 and include their respective heirs, executors,
 administrators and assigns) of the FIRST PART.
 P.A.N. ACAPC2374H Mob. No.7045458357

**AND**

M/S LUCKSTONE BUILDTECH PRIVATE LIMITED, a company registered under the
 Companies Act, 2013 bearing Corporate
 Identification No. U45400BR2018PTC040190,
 bearing registered office situated at Plot No. 132/2,
 Haroon Nagar Colony, Sector - 02, Phulwari Sharif,
 Post Office and Police Station Phulwari Sharif
 District Patna - 801505, represented through its
 through Director namely **MOHAMMAD TAJUDDIN**
 age 34 Years son of Md. Maslehuddin, resident of
 Plot No. 132/2, Haroon Nagar Colony, Sector - 02,
 Phulwari Sharif, Post Office and Police Station
 Phulwari Sharif District Patna - 801505, duly
 authorised by the resolution of board of directors
 bearing resolution No. 1 dated 15-12-2018
 approved in the meeting of Board of Directors to
 represent the company hereinafter called "The
 Developers" (which expression shall unless
 repugnant to the context or meaning thereof mean
 and include its directors, their heirs, executors,
 administrators, managers and assigns) of the
 SECOND PART.
 P.A.N. AADCL7839A Mob. No.9431636408

Sushma Charan
 21/11/19

LUCKSTONE BUILDTECH PVT. LTD.

DIRECTOR

Md Tajuddin
 21/11/19

LUCKSTONE BUILDTECH PVT. LTD.

Md Tajuddin

DIRECTOR



Sushma Charan

3.

WHEREAS, the property hereunder this Development Agreement is self purchased property of Landowner by virtue of Deed of Absolute Sale Deed dated 17-01-1973, bearing Deed No. 1064, in Book No. 1, Volume No. 98, Pages 22 to 26 and second deed dated 06-02-1973 both Deeds registered in the office of District Sub Registrar, Patna Sadar and since then the Landowner aforesaid absolutely seized and possessed and sufficiently entitled to all those pieces or parcels of agricultural land, ground, hereditaments and premises one of which is the property bearing Survey Thana No. 03, Khata No. 26, Plot No. 915 & 916, Mauja Rajapur, Tauzi No. 5453, P.S. Kotwali admeasuring 5140.50 Square Feet., hereunder written and delineated on the plan hereto annexed and thereon shown surrounded by a red colour boundary line (which property shall hereinafter for brevity's sake be referred to as 'the property').

AND WHEREAS, the said property is owned and possessed by Smt. Sushma Charan (The Landowner).

AND WHEREAS, the name of Smt. Sushma Charan mutated her name in Circle office, Sadar Patna by **Jamabandi No. 1829** however, the Landowner continued in the absolute possession of the said property being the absolute owner that of and agreed to confirm this agreement without alienating any right, title and interest therein, till successful execution of the contract within the stipulated time of Three years from the date of entering into contract.

AND WHEREAS, the Landowners have represented to the Developers herein that they have filed the return of their total land holding as per section 6(1) of the Urban Land (Ceiling & Regulation) Act, 1976 with the Competent Authority under the said Act, and have also submitted the scheme under section 21 of the said Act to the said Competent Authority thereby requesting the Competent Authority to permit the Developers to develop the property as per the Scheme.



Sushma Charan
21/11/19

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Mad Jagdish

DIRECTOR

21/11/19



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Mad Jagdish

DIRECTOR

AND WHEREAS, the Developers herein have approached the Landowners with an intention to develop the said property from the Landowners and pursuant to the negotiations entered into by and between the parties hereto and subject to the terms and conditions agreed to between the parties and necessary approval granted by the Competent Authority under the provisions of Urban Land (Ceiling & Regulation) Act, 1976 which approval/sanction is agreed to be persuaded by the Developers at their own costs and expenses and also subject to the plan of the proposed development being sanctioned by the Municipal Corporation of Patna, which responsibility is agreed to be shouldered by the Developers herein as a result of which hereof the Landowner is desirous of appointing the Developers as developers of the said property more particularly described in the Schedule hereunder written for the consideration and upon the terms and conditions hereinafter appearing :-

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

TERMS FOR LANDOWNER

(1) The Landowners do hereby nominate, constitute and appoint the Developers to develop the said property at their own cost more particularly described in the First Schedule hereunder written by constructing building/s thereon as per the plans/specifications approved and/or sanctioned by the Patna Municipal Corporation and the Competent Authority under The Urban Land (Ceiling & Regulation) Act, 1976 by its letter no. 9053/P.N.N dated 12.09.2017

(2) The Landowner shall hand over the possession of the already vacated property, at the instance of the developers, to the developers for execution of the project.



Aushma Chavan
21/11/19

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DIRECTOR

Md. Javed
21/11/19



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Md. Javed

DIRECTOR

(3) In consideration of the Landowners having appointed the Developers as the Developers of the said property and the Landowners agreeing to allow the Developers to appropriate to themselves the 50% of the proposed & developed property, provide the project is completed in time and meets quality standards. However, in case of incompleteness to 100% and completion beyond 50%, the Landowner shall have the pre-emptive right over the 50% of the entire proposed project at the time of execution of contract.



(4) The Landowner would allow the developed building to bear name **"PLATINUM GIRIJESH APARTMENT"**.

CONDITION FOR LANDOWNER:

1. The Landowner undertakes to hand over the possession to the developer, free from occupation and tenants within one month of execution of the contract, provided all parameters of advance payments, arrangement for alternative accommodations are met in advance.

2. The Landowner undertakes to permit the developers to execute the project by upon the piece of land under question upon handing over the possession of property/land appurtenant thereto, provided the conditions.

"Conditions for Developer"

3. The Landowner undertakes to surrender all electricity connections prior to handing over of the site for execution of the project.

Terms for the developers

1. The developer shall execute the project in its own name.

2. The developer shall execute the development project strictly in terms of the approved plan by the Patna Municipal Corporation and the specifications mentioned in Schedule II appended to this agreement.

3. The developer shall execute the entire development project at their cost.

4. The developer shall handover the 50% of the constructed area to the Landowner and rest 50% of the constructed area to the developer as per pre agreed division which runs as hereunder :-
Division of share in proposed Apartment



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md Jyoti

DIRECTOR

sushma charan

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21/11/19

Share of Landowner

a) On 1st floor Flat No. 1, 2 & 3 (Total proposed Super Built up Area 3730 Square Feet = 3 Flats)

b) On 3rd floor out of super built up area 1480 Square Feet of the Flat No. 7, in which 50% of the area 740 Square Feet has been agreed and decided that the builder will purchase the 50% of landowner's share in the same @ Rs.4,000/- per Square Feet with 50% share in corresponding car parking for Rs.2,00,000/-. Which comes Grand Total Rs.31,60,000/- However, in lieu of the excess of the area in the flat no. 09 super built up area as allotted as landowner's share as compared to Flat no. 08 admeasuring 130 square feet the builder shall setoff 50% of the difference admeasuring 65 Square feet @ Rs.4000/= per square feet amounting to Rs. 2,60,000/= and upon payment of remaining Net payable amount to be paid by the builder in favour of Landowner a sum of Rs.29,00,000/= (Twenty Nine Lac Only) the builder will be entitled to sale 100% super Built up area i.e., 1480 Square Feet of the said flat No.7

c) On 3rd floor, Flat No. 9 proposed super built up area is 1190 Square Feet = 1 Flat).

d) 4 reserve car corresponding Parking on Ground Floor of the Apartment for 4 flats.

Share of Developer

a) On 2nd floor Flat No. 4, 5 & 6 (Total proposed Super Built up Area 3730 Square Feet = 3 Flats)

b) On 3rd floor Flat No. 8 proposed super built up area 1060 Square Feet & proposed super built up area 1480 Square Feet of Flat No. 7 i.e., 740 Square Feet as reduced by 65 Square Feet in possession the flat No. 9 as compared to flat No. 8 of its super Built up area (and after payment of agreed amount as mentioned in landowner's share the Developer shall be entitled to sale 100% of Super Built up area of Flat No. 7 with its corresponding car parking = 2 Flats.

c) 5 reserve car Parking on Ground Floor of the Apartment for 5 flats.



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DIRECTOR

7.

Note :- proposed development will be 3730 Square Feet per Floor which makes proposed total super built up area of **11190 Square Feet** half of which comes **5595 Square Feet** in which landowner is getting **4920 Square Feet** of proposed super Built up area and the developer is getting **6270 Square Feet** of proposed super built up area and hence it is decided that the developer will give cost of less share i.e., 675 Square Feet and its proportionate share in car parking which is more fully described above in share division.



5. The developer shall use the materials and fittings of the standard brands more particularly described in the Schedule - II.

6. The developer shall complete the Development project within 3 (Three) calendar Years from the date of accepting the possession of the land & Passing of Plan Map thereafter Registration in Bihar RERA and building in question, with a additional grace period of 6(Six) months which will be continued after provided period of 3(Three) Years.

7. The developer shall handle all disputes with any of the third parties, if it arose at their cost.

8. The developer shall comply with all the safety and legal requirements incidental to the project under the law of the land and technical requirements.

9. The developer upon completion of the project obtain the completion certificate from the appropriate authority of the government.

10. The developer shall bear all cost of litigation arising subsequent to taking over of the demised property.

Sushma Charan

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md Jyoti

DIRECTOR

21/11/19



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DIRECTOR

11. Out of super built up area 1480 Square Feet of the Flat No. 7, in which 50% of the area 740 Square Feet has been agreed and decided that the builder will purchase the 50% of landowner's share in the same @ Rs.4,000/- per Square Feet with 50% share in corresponding car parking for Rs. 2,00,000/= Which comes Grand Total Rs.31,60,000/- However, in lieu of the excess of the area in the flat no. 09 as compared to Flat no. 08 admeasuring 130 square feet the builder shall set off 50% of the difference admeasuring 65 Square feet @ Rs. 4000/= per square feet amounting to Rs. 2,60,000/= and upon payment of agreed amount the builder will be entitled to sale 100% super Built up area i.e., 1480 Square Feet of the said flat No. 7. Out of which the developer has already paid advance of Rs.25,00,000/- in favour of landowner as mentioned below :-

<u>Mode of Payment</u>	<u>Date</u>	<u>Amount</u>	<u>Payable at</u>
URT	27-12-18	10,00,000/-	Kotak Bank
KKBKR52018122700898222			
URT	29-12-18	10,00,000/-	Kotak Bank
KKBKR52018122900895086			
URT	17-01-19	5,00,000/-	Kotak Bank
KKBKR52019011700681172			

and balance amount of Rs.4,00,000/- will be given by the builder in favour of landowner in two instalments 1st instalment of Rs.2,00,000/- will be given at the time of casting of 1st slab and 2nd instalment of Rs.2,00,000/- will be given at the time of possession of proposed Apartment.

12. The Landowner shall part with any appreciation in the construction area, as may be approved subsequently, at the rate of 50% of such appreciation.

Conditions for Developer/ Developer

(1) Prior to the execution of the these presents, the developer shall deliver or cause to be delivered all the title deeds, property card, certified copy of the plans of City Survey, etc. in relation to the property, which the directors/Partners already hold, to the Landowner's for the safety of her right.

(2) In lieu of taking over of the possession of the property for development the developer undertakes to provide a residential accommodation bearing 3 bed rooms, one hall & one kitchen to the Landowner at posh locality in nearby area not beyond two kilometres from the place of the project, as chosen by the Landowner.



Sushma Chohan

21/1/19

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DIRECTOR

nd Jyoti

21/1/19



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nd Jyoti

DIRECTOR

9.

(3) The Developer further hereby undertakes that they will pay Monthly Rent for one Three Bedroom Flat Accommodation to the landowner the same will be started from the date of handover of possession to the date of handover of possession in favour of landowner's share i.e., 50% of total Super Built up area in the proposed Apartment.

(4) The developer undertakes to permit the Landowner or his representative to inspect the project at any time to satisfy herself with regards to the quality of the intending construction.

(5) The developer undertakes to complete the project within 3(Three) calendar years (3 Years) from the date of approval of Plan Map from Patna Municipal Corporation) thereafter Registration in Bihar RERA, with extension period of Six(6) month as grace period for completion of project;

(6) The developer undertakes to strictly satisfy all legal and satisfy measures for execution of the project as may be prescribed under the law of the land.

(7) The developers undertake to engage efficient and eminent Architects, Structural engineers, Supervisors, Contractors and other most competent professionals to execute the project;

(8) The developers shall obtain the commercial electricity connection /environmental clearance, if required, prior to the commencement of the execution of the project.

(9) The developers undertake to pay all municipal taxes, Land Revenue or all other duties and cesses as may be applicable under the law of the land, from the time of taking over possession of the demised land till handing over of the developed property to the Landowner.



Sushma Chavan

21/11/19

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DIRECTOR

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21/11/19



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DIRECTOR

SHARE / DIVISION

Both the Landowner and the developers have agreed that the entire 1st Floor of the building proposed to be constructed would go to the share of the Landowner entire 2nd floor would go into the share of the developer and upon payment of the portion of the share in the three bedroom flat at the 3rd floor, as discussed in Condition 4 under the heading, **Conditions for Developer/Developer**, the same would go to the share of Developer/ Developer and out of the rest two flats one each would go into the shares of the Landowner and developer.

Disputes:-

All the future disputes between the parties shall be resolved through arbitration for which the landowner & her legal successor/s and builder has decided and given authority to Sanjesh Prasad shall be the sole arbitrator subject to consideration for which approved Arbitrator shall be the sole arbitrator and the place of arbitration shall be at Patna at the location chosen by the arbitrator.

SCHEDULE-I

All that piece and parcel of Vacant land with structure total measuring an area of **4 Katha (Four Kathas) equivalent to 5444 Square Feet i.e., 12.5 Decimals** Situated at Survey **Mauza Rajapur, now known as Mahalla Gandhi Nagar (Boring Road)**, Survey Police Station Phulwari Sharif, present Police Station Sri Krishna Puri District Patna, under Jurisdiction and Sub Registration Office and Sadar Registration Office Sadar, Patna, Bihar, India under **Tauzi No. 5453 (Five Thousand Four Hundred Fifty Three)**, Survey Thana No. **3(Three)**, Khata No. **26(Twenty Six)**, Part of Cadastral Survey Plot No. **915 & 916 (Nine Hundred Fifteen & Nine Hundred Sixteen)** Ward No. 23 Circle No. 853, Holding No. 529, Annual Rent of Rs.49/- payable to the State Government of Bihar through Circle Office, Sadar, Patna, Bihar and the same and the same is bounded as follows:-

Boundary

By North :- Sri Jagan Gope
By South :- Sri Baidyanath Jha
By East :- Sri Laxmi Narayan
By West :- 20 Feet wide Brach Road

Jamabandi No.1829 in the name of Landowner.
Zone 4 MVR Thana Code 220



Sushma Chavan

21/11/19

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md Jagan Gope

DIRECTOR

21/11/19



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md Jagan Gope

DIRECTOR

- a) Total Valuation of the Property-Rs.2,30,00,000/-
 b) Non refundable amount Rs.29,00,000/-
 against purchase of share
 c) Cost of amenities and Rs.1,54,00,000/-
 old structure (7000 Sq.Ft.)

Total Cost of Deed comes = Rs.4,13,00,000/-

Upon which the respective stamp duty and registration Fee and other fee is being paid vide Challan GRN BHR201901080504M dated 17-01-2019.

SPECIFICATION :

- Foundation** - R.C.C. Cast in under reamed bore pile foundation.
Super Structure -R.C.C. framed structure.
Brick work - First class Brick masonry Partition walls with cement mortar.
Internal walls - In cement mortar 1:6 on Brick work and 1:4 on R.C.C. work.
Flooring - **Johnson Brand** Tiles In hall & Bedrooms
Wooden flooring in Master Bedroom
Doors - Flush Door with veneer Finish on front and Oil base paint at back along with Brass Fittings.
Windows - Powder Coated Aluminium Windows with iron Grill



Sushma Chavan
21/1/19

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md Jeyadevi

DIRECTOR

21/1/19



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md Jeyadevi

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Sanitary ware - (a) Provision for Hot & Cold Water Connection Fittings In all Bathrooms & kitchen, Taps, fittings etc. of **Johnson**.

(b) Floor tiles in Bath Rooms will be of Anti Skid type and Digital wall Tiles upto 7 ft. height.

Electrical items- Concealed P.V.C. Conduits shall be laid with copper wire of **Havells Brand** as required, Power Plug for A.C. in all Bed Rooms, all modular Switches.

Wall finishing - All internal walls will be finished with J.K Wall putty and white primer.

Kitchen - (a) Vitrified Tiles on the floor
(b) Cooking plat form with Granite top, Stainless Steel Sink,
Glazed tiles up to 3 ft. above working platform.

Intercom - To be provided in drawing room as well as in all bed rooms. Telephone & T.V. Point

Generator - Generator set of required capacity of **Green Kirloskar**

Lifts - I.S.I. **OTIS/JOHNSON/KONE** Company Lifts for 6 passenger capacity.



Aushima Chozan
21/1/19

LUCKSTONE BUILDTECH PVT. LTD.

mol Jeyadurai

DIRECTOR

21/1/19



LUCKSTONE BUILDTECH PVT. LTD.

mol Jeyadurai

DIRECTOR

IN WITNESS WHEREOF THE PARTIES
HERETO HAVE SET AND SUBSCRIBED THEIR
RESPECTIVE HANDS ON THE DAY, MONTH AND
YEAR WRITTEN HEREINAFTER-



✓ Sushma Charan
21/1/19
(Smt. Sushma Charan)

SIGNATURE OF THE LAND OWNER

LUCKSTONE BUILDTECH PVT. LTD.
Md. Tajuddin
21/1/19 DIRECTOR

(Md. Tajuddin)

For M/S Luckstone Buildtech Private Ltd.

SIGNATURE OF THE DEVELOPER

WITNESSES:-

① Anand Charan
40 Dinesh Charan
77, West Gandhi Nagar
Boring Road
Patna - 800001
21/1/2019

Drafted by
Anasud
Advocate
21/01/2019

LUCKSTONE BUILDTECH PVT. LTD.

② Anasud
21/01/2019

Sanjesh Pearsad
S/O - Late. Keshu Ranjan Pearsad.
Address: Plot no-73, Road no 3
Friends Colony,
Ashiana Nagar
Rajiv Nagar
Patna - 4973239220

DIRECTOR



सभी प्रकार के रोक से मुक्त पाया

जाँच लिपिक

Md. Tajuddin

DIRECTOR