Serial No. 21514 Circle:-:Bodh Gaya Book No. :- 1 Deed No. 20908



भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु.5000 Rs.5000

पाँच हजार रुपये FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

बिहार BIHAR

Serial No. 21514 Deed No. 20908

A 090314

4558-5000

बिहार सरकार

जिला निबंधन कार्यालय, गया

पृष्ठांकन का सारांश

दिनांक **20/11/2019** को **Dr.Kamta Prasad Sinha** द्वारा यह दस्तावेज निबंधन हेतु उपस्थापित किया गया । इसमे रू0 **100000** मुद्रांक शुल्क एवं रू0 **21500** निबंधन तथा अन्य शुल्क का भुगतान किया गया । दस्तावेज ग्राह्य पाया गया । जिन लेख्यकारियों ने मेरे समक्ष इसका निष्पादन स्वीकार किया उनके तथा उनके पहचानकर्ता के नाम, फोटो, अंगुलियों के निशान एवं हस्ताक्षर पीछे अंकित हैं। इसे दस्तावेज सं0 **20908** के रूप में पुस्तक सं0 **1** की जिल्द सं0 **308** के पृष्ठ सं0 **291** से **310** तक **CD 48** में आज निबंधित एवं कुल **20** पृष्ठों में संधारित किया गया ।

दिनांक– **20/11/2019** टोकन नं. 22095 / 2019

रीवा चौधरी
निबंधन पदाधिकारी

13 NOV 2019

दस्तावेज में ... का बाजार ... वर्तमान में ... के अनुरूप है ... पर प्रभार्य मुद्रांक निबंधन एवं अन्य शुल्क सही–सही चुकाया गया है।

IN-BR06801045300224R

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this Day of 20 NOV 2019, at Gaya

दस्तावेज लाँचा।

20/11

मो० मोबीर अहमद

22095

सही कामता प्रसाद सिन्हा
उपलब्ध स्टाम्प रसीद
11787 वाजीत जमीन
का लिखा। दस्तावेज पढ़कर
समझ लिया सही है
Kamta prasad Sinha
18/11/19
कामता प्रसाद सिन्हा

District Registry Office,Gaya

Token Number 22095 | Reg. Year 2019 | Serial Number 21514 | Deed Number 20908

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Jyoti Kumar Sinha(Director)						
Sig.	Jyoti Kumar Sinha 20/11/2019						
Presented By	Dr.Kamta Prasad Sinha						
Sig.	Kamta prasad Sinha 20/11/19						
Executant	Dr.Kamta Prasad Sinha						
Sig.	Kamta prasad Sinha 20/11/19						
Identified By	Bhola Prasad						
Sig.	भोला प्रसाद पिता श्री शिवदयाल यादव 20/11/2019						

SCORE Ver.4.0 | Powered by IL&FS Technologies Ltd. | Biometric Captured By 3500sop019

Kamta prasad Sinha
20/11/19

Dr. Kamta Prasad Sinha S/o Late Nanhku Singh resident of Mohalla Shivpuri Colony Katari Hill Road, P.S. Chandauti, Distt. Gaya, the First Party which expression shall, unless repugnant to the subject or context or specially excluded by deemed to include its successor in interest legal representatives and assigns of the One part (Hereinafter called as " The Land Owner".)

MADEHOMES DEVELOPERS PRIVATE LIMITED., CIN 470109BR2019PTC043426, **PAN - AAMCM9615J** through its Director **Jyoti Kumar Sinha** S/ o Prabhat Kumar Sinha R/o Mohalla Bishar Tank, P.S Civil Line Gaya, through hereinafter called the Second Party (which form and expressions shall, unless repugnant to the subject or contxt or specially excluded be deemed to include its successor in interest, legal representatives and assigns of the Other Part, hereinafter (referred to as "The Deponent").

WHEREAS the first party own and possess a piece and parcel of land measuring an area of **11787 sq. ft** equal to **27.06 decimal** of under **plot no. 634 (old), 1098 (new) under old khata no. 2, new khata no. 152**, situated at **Mauja Kharanti**, P.S. Bodhga ,m.ya Distt Gaya. The 1st Party has purchaser the same through registered sale deed no. 1 book no. 1 Zild no. 229, page No. 245 to 253 C.D 34, dated 14.12.2010, and 19.75 Dec. khata no. 2 old .152 new, plot

no. 634 old, 1058 new situated at Mauja Kharanti , P.S Bodhgaya Distt Gaya and The Second deed Number of first party purchase the same through registered sale deed no. 6622 book no. 1 volume no. 105 page no. 119 to 127 C.D, no. 16 token no. 7364 date 03.05.2011 from Sanjay Kumar and Sri Krishnandan Prasad S/o Late Ramyatan Prasad resident of Vill Tekuna P.S Bodhgaya, Dist. Gaya and first party is absolute OWNER of the entire property the detail of said property is given in schedule append here to the end of this development agreement.

WHEREAS, the OWNERS 1st party hereby covenant that the aforesaid property are in their exclusive possession with absolute right, title and interest and at the same time is free from all encumbrance, debts, liable, charges of attachments and is marketable condition and they have in themselves good right, full power and absolute authority and title to transfer the whole or part of the said property.

WHEREAS, it is also Government that the Owner has not created any encumbrance on the said property or any part thereof by way of sale-mortgage, exchange lease, trust, assignment, gifts, lien, lease and license, permission. rent, possession, charges or any other encumbrance. whatsoever including liability on account of Municipal taxes or otherwise.

WHEREAS, the LAND OWNERS is interested in development of the land which is laying with him i.e. more or less measuring area of **11787 sq. ft** equal to **27.06 decimal**.

as such with the Developer for the development of the land by constructing a multi storied building on the said land and a result of the negtiation between the parties hereto and relying upon the aforesaid representation, declarations, and or contained on their part and believing the same to be true and correct and acting with faith thereon the developer has also agreed for constructing a multi stories building on the said site according to modern taste and architecture.

WHEREAS the Land Owner is desirous of getting of 40% of the residential super built up area in the said multi stories building constructed as per specification mentioned in Schedule B, as consideration in exchange for the full and final value of the land.

WHEREAS, the developer has agreed to allot and make available to the land owner 40% of the residential constructed area as per the agreement of the land owner out of the total construction area of building to be constructed by the developer on the said land within period of three year from the date of the sanction of the map for the purpose of construction of the land for the purpose of construction of the multi stories building.

WHEREAS, the developer shall have full right to deal with of the built up area an appropriate the entire sale proceed against it is cost 60% of the residential construction and profits of the said project for which the land owner shall be bound to sign all conveyance, in favour

of the nominee or nominees of the developer either personally or through their power of attorney holders and the developer shall sign as confirming party and the costs indicated to such conveyance shall be done by the developer of their nominee of the registration of such conveyance of the land and building.

WHEREAS the developers 2nd party has its own land also on the south side of the land of 1st party and the developers will make construction by amalgamating. The both basement will be common for the both parties.

It is, further represented and declared by the LAND OWNER:-

NAME OF THE BUILDING :- KAMTA PRASAD SINHA RESIDENCY.

1. That there is no attachment either before or after judgment and there are no claim or demand suits. decrees, injunction (order) affecting the said property or any part thereof relating to the property or otherwise.

2. That the LAND OWNERS are in the possession of the said property and none else whosoever or howsoever is entitled to or has any share right interest or possession over and in respect of the said property.

3. That the Land owners have not enter into an agreement for sale or development of the said property in past or any other of there of nor have made any arrangement with any one whatsoever regarding the said property or any part thereof.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. That the Land Owner has permitted the developer to enter into permises to construct and built on land **at Mauza Kharanti** P.S. Bodhgaya Distt Gaya **plot no. 634 (old), 1098 (new) under old khata no. 2, new khata no. 152**, Thana no. 350 having an area 11787 sq. ft. equal to 27.06 dec., more fully described in the Schedule – A. The said land is being given to the Developer for construction of multi storied residential building as per the map to be sanctioned by the Nagar Panchayat, Bodhgaya. The developer that agreed to allot and hand over of the 40% of the residential constructed built up area agreement by LAND OWNER out of the total area as described in Schedule – B within a period of 3½ (Three year and 6 montth) from the date of the sanctioned of the map.

2. The Land Owner and the developer hereby confirm nd degree that through the developers would allot hand

over of the 40% of the residential constructed built up area as per described in Schedule B.

3. That the Developers shall, develop the premises shall constructed multistoried building as per the plans sanctioned the ~~registered architect or Anchal~~ Bodhgaya Dist- Gaya.

4. That the LAND ~~OWNER~~s have permit that the developer to enter into the premises subject to the liberty and right on the part of the Land owner to cancel or withdraw the permission for possession in the even of breach of noncompliance of any of the terms and conditions or non-fulfilment of any of the obligation by the developer.

5. That upon execution of this agreement the land owner shall grant the developer license to enter upon the said property to enable it to develop the said property it is here by expressly agreed by and between the parties hereto that the possession of the said property is not being ie nor in ended to the developer in part performance as contemplated by Sec.53A of the Transfer of property Act, 1882.

The land owner and the developer hereby confirm that by virtue of the developer entering upon the said property as licensee, the same does not

Ramlg pradeep Singh

amount to take up possession of the property and develop. The same shall become formal possession of the property in favour of the developers or their nominee only after the full exchange of the 40% and 60% respectively of the residential of the built up area to the Land owner by the developer and upon execution of the conveyance in respect of the said property in favour of the developer or their nominee or nominees.

6. That on the request of the developer, the land owner shall execute the necessary sale-deed infavour of the intending purchase in respect of the joint proprietary rights of the individual shares of the land of the intending purchaser as and when required to do so. The land owner shall execute the conveyance either personally or through their constituted power of Attorney Holder..

7. That the developer shall constructed and hand over to the land owner of 40% of the residential the constructed built up area as per sanctioned map and as per agreement of the land owner within a period of three and half year from the date of the sanction of the map.

8. That it is further agreed between the parties hereto that the of the construction the building is not for handling over the possession of the same. The

Kamlesh Prasad Singh
18/11/19

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Municipal taxes and other taxes shall be paid by he Developer. But as soon as the building is ready to delivery ~~of possession of the~~ land owner for his share 40% of the residential of the constructed sanction map area and the same is delivered to the land owner. The land owner shall be liable and responsible to pay the Malgujari ~~taxes~~ and flat maintenance charges of his share of flats.

9. That the land owner shall within a week from the date of execution of this Agreement deliver to the developer's copies of the registered documents of title relating to the said property which are in his possession for ivestigation of the title of the land owners in respect of the said property.

10. That immediatedly after execution of the Agreement, the land owner shall authorise the Developer for giving authority to sale the joint property right of the land, its proportion to the intening purchasers and alos power to enter into Agreement with the Purchaser in respect of purchase of joint property right over the land for construction of residential flats.

11. That the land owner shall duly answer all request and objection as to the title of the properties as may be made from to time to time by he Developer and shall make out a good and marketabletitle herto

the reasonable satisfacton of the Developer free from all encumbrance, trust, liens lispenoents tenancy, attchment, debts, charges etc.

12. That whenever required by the Developer, the Land owner will join as under/and or confirming party in any agreement that the developer may enter into with ay person of persons who desire to acquire built up space or portions in the building on Land ownership basis. All amounts receivable under such agreement shall be received by the developer or the construction of the project.

13. That immediately after the execution of this agreement the land owner shall permit the developer to install and fix board on the said property for the proposed constructionof multi storied building and shall also publish, advertise and invite offers for purchase of proportionate share of land and construction on the site of the said property for which the land owner shall not charge any rent and/or occupation charges for fixing such board/boards on the site of the said property, nor would they raise any objection to the same. The developer shall at liberty to conclude any final deal with any proposed purchaser or purchasers.

14. That the land owner hereby agreed that if an prospective pruchaser or any part of the built up space desire to take loan advance from any financial institution for such purchase. The land owner and developer shall have to objection in this respect for there share of the flats/built up area.

15. That it expressly agreed that all costs, charges and expenses for obtaining sanction of plan executionfor this deed registration chartes will be bornandpaid by the develper and the land owner shall not be liable for reimbursement of such costs, charges and expenses.

16. That the land owner hereby declares that the land contained the said property is within the ceiling limit and it is not necessary to obtain andpermission under the provision of the Urban Land (Ceiling regulation Act 1976 for execution of this Agreement.)

17. That if any time before commencement of the construction of the building if so appears that the said property or portion thereof are affected by any the Government or any other public body or authority the developer shall have the option of resinding this agreemend and upon such compensation so awarded for land shall be payable to the land owner and the compensation awarded or received for the building or constructed portion of the building shall be paid to the developer.

18. That the plans of the proposed building showing built up space to the alloted to the land owner in accordance with this agreement will be signed by the developer and the land owner.

Kamla prasad Singh
18/11/19

जिला निबंधन कार्यालय
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19. That the exact measured area if excess or below area 40% of the residential area agreed to be given to the land owner by the developer. The same be chargeable/ refundable as the case may be at the rate to bemutually agree between the parties.

20. That it is agreed between the Land owner and the develop to construct nly basement + ground floor plus three storied building, In case at any time in future additional built up area above sanctioned area as permitted or sanctioned. The developer with the consent/ permission shall construct the same which will be shared mutually with the same terms as contained in this agreement and from the additional built up area of 40% of the residential will be given to the land owner and the balance 60% of the residential onwed by he Developer or its nominee.

21. In the event of the Develop neglecting and/or failingto complete the construcion of the aforesaidmultisotried residential building with in the stipulated period of 3½ year and 6 month from th date of sanction of the map, a further grace period one year will be given but thereafter the develop or shall beocme to pay the land owner a sum of Rs. 15,000/- (Rupees fifteen thousand only) for each calender year for such dlay. However, after stipulated period of vid and half year and a futher period of one yar if the la3nd owner feels that the developer is unable to complter the

construction as per Schedule B or this agreementthe land owner shall take possessionof his earmarked area in as it where it is "condition and a professional value will the consent of the Developer and the land owner will be appointed to acesss thecost for compltion fo the balance work in the area earmarked for the landowner as per the construction andfinishing standards, specified. The developer undertake sto the assessed amount for completion of the balance work intheland owner's area to the landower and a further amount of Rs. 15,000/- (Rupees fifteen thousand only) being lump sum as penalty for the inconvnience caused to the land owner for acqusiring the registrationof % of the residential of the area inthelandbuildinginfavour of the developer or its nominee/nominees.

22. That on the Developer completing construction of thee multi storie resiential building andhandlng overoflanowner possession of 40% of the residential the constructe built up area with allcommon amenities. The land owner shall sign, execute isue to the Developera certificate of satisfaction, thereafter, th developer shall becomeentitled to get registration from the land owner for the remaining 60% of the residential aforesaid land/building to the allottees of the flats at such price of for such consideration as the developer may think proper.

23. That the agreementto beentered into by the developer with prospective pruchaser shall in no way and in no event bind the land owner in any manner whatsoever and it will further be obligatory upon the developer in every such agreement to inclue the following clauses.

a. Non-fulfillments of any obligation onits part will only entitled the said prospective pruchaser to compensation from the develop but not any claim for the land owner.

b. The prospective pruchaser shall be bound by the condition that during the land owern ship or possession over the aforesaid flat or flats as also their successor in interest shall be bound to proportionately sare all charges and expenses arising or in connection with all common amentities in the said building such as House Tax ,water tax, liatrine tax electricity charges for the stair case compound other maintenance charges and other common portion in addition to being liable for such charges in respect of their own flats, alloted to them or land owner by them or possessed by them and

24. That the developer shall mortgage the 60% share of the flats for project loan with any bank or any financial institution to obtain loan from the

development of the complex or the building. The developer can obtain loan from bank or any financial institution out for that the developer shall only be held to be liable and the land owner shall not be responsible for such loan/ loans obtained by the developer. The developer can mortgage the land.

25. That any disputes o difference between the parties arising out of meaning construction or import of this agreement of the rights and liabilities hereinafter shall be referrred to the Arbitration of two independent arbitrators. One to be a pointed by each part who shall appoint an umpire at the commencement of the reference and award of the Arbitrators umpire shall be final and convulsive especially as between the parties and this clause shall be deemea to be submission within the meaning of the Arbitrat on & concillation Act 1993 and its statutory modification of enhancement from time to time.

26. That this agreement shall not ever be deemed to constitute a partnership of any short between the parties hereto and the land owner is also not entitled to get any share of profit except of the 40% of the residential total built up area. The land owners will not be liable to contribute any loss if incurred by the develop in course of development of multi storied building. All the costs are to be born by the Developer.

27. That the building structure will be earthquake proof.

28. That the land owners gave the consent to the developers for exchange or deviate in interior fro betterment of building.

Government Value of this land

Rs. 49,50,000/- (Rupees Forty nine Lacks fifty thousands) only.

SCHEDULE OF PROPERTY 'A'

Dr. Kamta Prasad Sinha S/o Nanhku Singh resident of Mohalla Shivpuri Colony Katari Hill Road, P.S. Chandauti, Distt. Gaya, the piece of land property measuring an area **11787 sq. ft** equal to **27.06 decimal** of under **plot no. 634 (old), 1098 (new) under old khata no. 2, new khata no. 152**, situated at **Mauja Kharanti**, P.S. Bodhgaya Distt Gaya Thana no. 350, Distt Gaya.

Boundary

North - Krishnandan Prasad

South - Rajdeo Mahto and Antu Mahto

East - Pind

West - Dilip Kumar Sinha

The total built up area of the building which shall be construct by the developer on the land. That land owner shall oe allotted and nanae over 40% of the residential of the built up area as per agreement and selection made by mutually by the entire construct area, the built up area which shall be finished as per the finishing stands fixed up the Developer and agreed, between the land owner and the Developer.

Schedule 'B'

1. Combined share of land owner and developer out of the constructed built up area of the building which shall be constructed by the Developer on the land, the land owner shall be allotted and handed over 40% of the residential of the built up area and parking spaces as per greenland selection made by the land owner of the entire construct built up area. which shall be finished as per the finishing standard fixe by the developer and agreed between the land owner and the developers.

    I. Share of the land owners 40% built up area or super built up area.

    II. Share of land owner in parking and common space 40%.

    III. Developer's share 60% built up area with 60% land.

    IV. Share of the developers in parking and common space 60%.

Schedule – C

Description and specification of construction

1. Structure RCC (M20 or M25) as per structured designer, suggestion.
   Schedule – D

Land owner's KAMTA PRASAD SINHA share in Flat Under 40%

A. Ground floor G-02 only. B. Second floor Flat no-201 to 207 (All flat of second floor). C. Third floor flat no 307 only.
   Schedule – E

Developer's share (Made home developers pvt ltd) in Flat Under 60%

A. Ground floor G-01 only. B. First floor Flat no-101 to 107 (All flat of First floor). C. Third floor flat no 301 to 306 only. (six flat on third floor).

In witness where of the land owner and the Developer have their respective signature and signed Agreemention date first herein before stated after fully understanding the contents of these presents in presence of the witnesses named below.

Signature of the first party Signature of the Second party

Kamta prasad Sinha
18/11/19

Madehomes Developers Private Limited
Jyoti Kumar Sinha
Director 18/11/2019

Witness

1. मोताप्रसाद रव
सिता राम यादव ग्राम हेकुना
थाना बोधगया जिला गया

2. Dilip Kumar 8.11.2019
S/. Satnayarayan Pd
Mah. Kendua P.S.M.M.Chow
Dr Gaya

Drafted by: Sanjeev Prasad 1/2002

Dated: 18.11-019

Typed by : Ashwani Patel .

Endorsement of Certificate of Admissibility

Admissible under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I-A, No. '05'. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act	Rs. 100000/-	Amt.Paid By N.J Stamp Paper	Rs. 5000/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 116500/-

Registration Fee

A1	21000	C	0	H1b	0	K1a	0	Lii	0
A8	0	D	0	H2	0	K1b	0	Liii	0
A9	0	DD	0	I	0	K1c	0	Mb	0
A10	0	E	0	J1	0	K2	0	Na	0
B	0	H1a	0	J2	0	Li	0		
								TOTAL-	21000

LLR + Proc Fee		Service Charge
LLR	0	
Proc.Fee	0	500
Total	0	

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 21500

Date: 20/11/2019

Registering Officer
Gaya

Endorsement under section 52

Presented for registration at Registration Office, Gaya on Wednesday, 20th November 2019 by Dr.Kamta Prasad Sinha Late Nanhku Singh by profession Others. Status - Executant

Kamta prasad Sinha
20/11/19

Signature/L.T.I. of Presentant **Date:20/11/2019**

Registering Officer
Gaya

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Bhola Prasad' age '43' Sex 'M', 'Sitaram Yadav', resident of 'Tekuna Ps-Bodhgaya,gaya'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument

Date : 20/11/2019

Registering Officer
Gaya

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Gaya in Book 1 Volume No. 308 on pages on 291 -310, for the year 2019 and stored in CD volume No. CD-48 year 2019 .The document no. is printed on the Front Page of the document.

Date : 20/11/2019

Registering Officer
Gaya

Token No. : 22095 Year : 2019 S.No. : 21514 SCORE Ver.4.1 Deed No . :d No . : 20908

INDIA NON JUDICIAL
Government of Bihar
e-Stamp

Certificate No.	:	IN-BR06801045300224R
Certificate Issued Date	:	18-Nov-2019 02:51 PM
Account Reference	:	SHCIL (FI)/ brshcil01/ GAYA/ BR-GYA/ GYA
Unique Doc. Reference	:	SUBIN-BRBRSHCIL0107684281650161R
Purchased by	:	JYOTI KUMAR SINHA
Description of Document	:	Not Applicable
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	Not Applicable
Second Party	:	JYOTI KUMAR SINHA
Stamp Duty Paid By	:	JYOTI KUMAR SINHA
Stamp Duty Paid (Rs.)	:	95,000(Ninety Five Thousand only)
Reg. fee (Rs.)	:	21,000 (Twenty One Thousand only)
LLR & P Fee (Rs.)	:	0 (Zero)
Miscellaneous Fee (Rs.)	:	0 (Zero)
Discore SC (Rs.)	:	500 (Five Hundred only)
Total Amount (Rs.)	:	1,16,500 (One Lakh Sixteen Thousand Five Hundred only)

Stock Holding Corporation of India Ltd.

Do not write or type below this line

0005127890

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.