Serial No. 20542 Circle:-Purnea East 20655 Book No. :- 1 Deed No. 20100

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

सत्यमेव जयते

INDIA

New Balaji Homes C/o Sharad Kishore... of Khyaneli Hat Purnea Development...

बिहार BIHAR AE 001263

Serial No. 20542 Deed No. 20100

21 OCT 2019

अधिकृत पदाधिकारी

16/11/19

संजय कुमार सिन्हा
पूर्णिया विक्रेता, पूर्णिया
ला० क०-189/86

बिहार सरकार
जिला निबंधन कार्यालय, पूर्णियाँ सदर

पृष्ठांकन का सारांश

दिनांक **18/11/2019** को **Pashupati Bagchi** द्वारा यह दस्तावेज निबंधन हेतु उपस्थापित किया गया । इसमे रू0 **721298** मुद्रांक शुल्क एवं रू0 **20500** 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 **20100** के रूप में पुस्तक सं0 **1** की जिल्द सं0 **324** के पृष्ठ सं0 **147** से **159** तक **CD 50** में आज निबंधित एवं कुल **13** पृष्ठों में संधारित किया गया ।

दिनांक-- **18/11/2019**

दस्तावेज में वर्णित भू-सम्पत्ति का बाजार मूल्य वर्तमान में प्रभावी दर के अनुरूप है तथा इस पर प्रभार्य मुद्रांक, निबंधन एवं अन्य शुल्क सही-सही चुकाया गया है।

प्रधान लिपिक

जय कुमार
निबंधन पदाधिकारी

DEVELOPMENT AGREEMENT

This Agreement is made and entered into at Purnea on this the ---18--- Day of ---------11--------- 2019 (Two Thousand Nineteen.)

BETWEEN

Sri Pashupati Bagchi S/o Late Bimal Kant Bagchi, Resident of Jhanda chowk, Bhatta Bazar P.s-K. Hat ,Purniea,Distict – Purniea hereinafter referred to as the 'OWNER' (Which expression shall unless repugnant to the context or

NEW BALAJI HOME'S

Pashupati Bagchi

meaning there to mean and include their heir administrators executors, legal representatives, successors-in-interest and/or assigns) of the ONE PART.

AND

"NEW BALAJI HOMES" A Partnership Company has its Registered Office at C/O – ShardaKishor Verma Near Sub Police Station line Bazar Road , Khajanchi Hat ,Purnea-854301 , Registered via deed no. 178 dated 09-09-2019 in office of District Registrar Office Purnea Through its partners **1.** Kundan Kumar S/0- Sri Upendra Sharma, Address – B-34 Road no:- 04 Migstrate colony, Ashiyana Nagar, Panta -800025 **2.** Rajiv Ranjan S/O Late Rajendra Singh Address – B-34 Road no:- 04 Migstrate colony, Ashiyana Nagar, Panta -800025 **3.** Sri Sharada Kishor Verma S/O Late Ambika Prasad Line Bazar Road Opposite of Khazanchi Naka Barihat Purnea- 854301 **4.** Mukesh Kumar Jaiswal S/O Late Siya Ram Jaiswal Bageshwari Ashtan Gulabbagh Purnea-854301 hereinafter referred to as the "DEVELOPER" (which expression shall unless repugnant to the context or meaning there to mean and include its executors, administrators, legal representatives successor/s in office and/ or assigns) of the OTHER PART.

WHEREAS the aforesaid Owner is seized and possessed of and is Owner of a otherwise was and is sufficiently entitled to the free hold land measuring area of 17082 Sq. Ft. / 39.2 Decimals Situated at Bhatta Bazar ,Purniea , P-S Khajanchi hat, Mouza madhubani , Thana No:- 123/1 MS Khata No--264 , MS Survey Plot no 336/345, Ward No:- 8 and new ward No-22 ,within the limits of Purneia Nagar Nigam Authority more fully described in schedule of the Land hereunder written, hereinafter referred to as the SAID PROPERTY.

AND WHEREAS, the aforesaid owner being interested in getting a multistoried Residential Complex developed and constructed on the said property through some reputed Developer, who can develop and construct Residential Building Complex at its own cost and to acquire built-up area in the said building complex as consideration for the value of the said property to be conveyed by the owner to the developer and/or its nominee/s.

NEW BALAJI HOMES

AND WHERE AS, as a result of the negotiations between the parties hereto, the aforesaid Owner and aforesaid Developer and on the representations and declarations made by the owner as herein recorded, and agreement for Development of the said property has been arrived at between the parties hereto upon the terms and conditions hereinafter appearing.

NOW THESE PRESENT WITNESES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIERS HERE TO AS FOLLOWS:-

1. That the owner here by appoint the aforesaid Developer as the developer of the said property, who hereby accept from the owner the exclusive rights, possession and license to develop the said property fully described in the schedule hereunder written in the manner and on the term, condition and stipulations hereinafter mentioned.
2. That the Developer will construct the said building as per plan sanctioned by the Competent Authority or any other authority concerned and/or as permissible under the building Bye-Laws of Bihar and the owner shall have no objection in this regard and name of the Building Would be "Bagchi Complex" . It is on that basis this agreement is being entered into by and between the parties hereto.
3. It is further agreed that any alteration or revision of the aforesaid plan within the parameters of the Bihar Building Laws and Purnea Nagar Nigam, which may become necessary shall not require any further approval of the owner and the alone shall be entitled to make such alteration/ revision which would be binding on the owner which liability shall be exclusively discharged by the Developer.

   3.1 The owner simultaneously with the execution of this Development Agreement agrees to grant vacant physical possession of the said property to he developer .
4. The Developer will construct, complete and give to the owner to 50% of the Super Built- Up area along with proportionate share of Car Parking in the building constructed in aforesaid plot hereinafter called the OWNER'S AREA (as consideration for the proportionate undivided share of said

NEW BALAJI HOME'S

landed property to be conveyed. transferred by the owner to the Developer and or its nominee (s)/ assignees(s).

5. The balance of the total built- up area of the said building (after excluding the said Owner's area as stipulated in clause 4 above) i.e. 50 % shall exclusively belong to the developer and hereinafter be called 'DEVELOPER AREA' to which the Developer alone shall be entitled having constructed the same at its own cost and expenses.

5.1 The owner and their heirs/successors and/or nominee/s shall solely and exclusively be entitled to the owner area and shall have absolute right title and interest or shall be fully entitled to use and enjoy the same either themselves individually or collectively or shall be fully entitled to transfer convey, grant, otherwise alienate their interest, in any manner ass deemed fit by them to any person or persons, Association of persons, firm, Body corporate, co-Operative societies, Government's Agencies etc. on such terms and conditions as may be deemed fit by the owner individually or collectively.

5.2 The Developer and/ or its nominee(s) shall solely and exclusively be entitled to the Developer's area and shall have absolute right, title and interest over the Developer's area and they shall be fully entitled to transfer, convey, grant otherwise alienate their interest, in any manner as deemed fit by them to any person or persons Association of persons. Firms, Body Corporate, co- operative Societies, Government, agencies etc on such term and condition as may be decided by the Developer or its nominee(s) individually or collectively.

6. The Developer agrees to construct and give possession of the owner area to the owner within a period of 3 years from the date of this Registered Agreement and a grace period of (six) months. However, the aforesaid completion period is subject to " Force Major" the Developer will be entitled for extra time in the case of any litigation and such happening as are beyond the control of the Developer including fire, tempest, accident, strike, lock-out exceptionally inclement weather and any other Act of God.

NEW BALAJI HOME'S

7. The owner shall at no time demand any further sum of premium or any interest regarding sale of Developer's area and the Owner shall if necessary, join in execution of all such deeds and documents as may be required by the Developer in this regards as confirming party. However the stamp duty and all expenses in this regard shall be born and paid by the purchaser/s only.

8. This Agreement shall not ever be deemed to constitute Partnership of any sort between parties hereto.

9. Form the date of delivery of possession of owner area to owner, the owner and his heirs/successors and/or nominee/s and the Developer and its nominee(s) shall jointly have or be deemed to have undivided right, title and interest over the total land of the said property in the proportion of their respective share in the said building even without any further act. Matters or things done by the owner in the regard.

10. The owner hereby from the date of this agreement grant exclusive license to the Developer to enter upon the said landed property (more fully described I schedule written hereunder) and to take up and proceed with the development. Planning and construction of the building in terms of this Development Agreement and this shall be a license as contemplated in section 60(b) of Indian Easement Act, 1982.

11. The Owner here by irrevocable undertakes not to sale dispose off, alienate charge, encumber, lease or otherwise transfer the said landed property or any part thereof during the currency of this agreement and undertaken not to do any act/s deed/s matter/s or thing/s as shall be in breach of the terms of the Development Agreement save and except putting the said Developer thereon for the purpose of Development pursuant to this Development Agreement. The owner shall at no point of time during the currency of this Development Agreement try to dispose the said Developer from the said property or any part there of.

12. The Developer shall develop the said property in its own name and account and at its own cost and shall alone be responsible for the

NEW BALAJI HOMES

development and construction of the said building and neither the owner nor any person(s) claiming through the owner shall have any right to interfere in the development of the said property.

13. As after the date hereof the developer shall be fully entitled to do all acts, deeds and thing required for development and construction of the said building at the developer's own cost and expense.

14. The Developer shall be entitled to enter into agreement for Sale/Absolute Sale or otherwise allot flats, parking spaces and other tenements in the Developer's area in the said building which comprise of the total built up area of the said building excluding the built-up-area forming part of the owner area.

15. During the construction of the flats the developer may be required to create equitable or any legal mortgage of the flats and the construction thereon either in full or in part for obtaining loan for the individual purchasers of flats and parking spaces etc. In such event the owner shall have no objection and they shall join the developer in creation of such mortgage on terms to be mutually agreed. However, the Developer affirm and under take all moneys obtained as loan by pledging/ hypothecating or mortgaging the flats or creating charges on flats under construction shall be exclusively invested for construction and Development of the flats only and the owner shall not be liable in any way whatsoever fro repayment of such loans which shall be the exclusive responsibility of the Developer. The Developer further undertakes to keep the owner indemnified from any claim of the third parties for all times to come.

16. The owner will deliver to the Developer and/or its duly authorized Advocate certified copies/ photocopies of all original title deeds, documents, and other papers relating to the said land/ property for complete examination of the owner's title thereto and the owner shall answer and/or comply with all reasonable requisitions that may be made by the Developer's and/or its Advocate in this regard to establish a marketable title to he said land/property.

NEW BALAJI HOME'S

R. Ramesh

Pashupate Bagal
18.11.2019

16.1 In case there be any defect in the title or the owner or there be any liability or any encumbrances in such event the developer shall be entitled to have such defects cured and/or liability cleared for and on behalf of the owner and at the Developer's cost and expenses and which shall be re-imbursed by the owner.

16.2 In any event the owner without prejudice to foregoing declaration agree and undertake to remove all obstacles and clear all outstanding doubts or defects, relating to the title of said the property save as herein above provided at its own cost so as to ultimately vest the said landed property in the developer or its nominee/s free from all encumbrances and defects.

16.3 In case due to any defect in title of the owner and/ or the said property or any part thereof or due to any other reason/s whatsoever, if it will not be possible or the developer to construct the said building or any part thereof then in that case the developer will be entitled to receive back the entire investment and expense made by the developer in respect of the aforesaid project proposed to be constructed on the said property.

16.4 All outgoing including Municipal taxes and any other charges in respect of the said landed property shall borne and paid by the owner till the date of handing over of vacant possession of the said landed property and thereafter the same shall be borne ad paid by the developer till the delivery of possession of the owner's area to the owner. Photocopy of the receipt should be supplied to the owner.

17. 11.5 All Taxes including Service Tax , G.S.T. , income Tax any other tax for land owner area in respect of the said landed property and the said building thereon shall be borne and paid by the owner

18. Upon delivery of possession of the owner's area to the owner by the Developer and subject to the other terms and conditions contained herein before or at such earlier time as may be mutually agreed upon and for this purpose the owner hereby nominates and appoints "NEW BALAJI HOMES" A Partnership Company . through its Partners **1.** Kundan Kumar

NEW BALAJI HOME'S

S/0- Sri Upendra Sharma, Address – B-34 Road no:- 04 Migstrate colony, Ashiyana Nagar, Panta -800025 2. Rajiv Ranjan S/O Late Rajendra Singh Address – B-34 Road no:- 04 Migstrate colony, Ashiyana Nagar, Panta - 800025 3. Sri Sharada Kishor Verma S/O Late Ambika Prasad Line Bazar Road Opposite of Khazanchi Naka Barihat Purnea- 854301 4. Mukesh Kumar Jaiswal S/O Late Siya Ram Jaiswal Bageshwari Ashtan Gulabbagh Purnea-854301 for the said purpose as his attorney to act, apply for and obtain Income Tax clearance certificate, urban land Clearance and all other permissions and approvals as may be deemed necessary by the developer in this regard for granting such documents of title to the developer and/or its nominee/s.

19. The Developer after joint meeting with owner then only can form, a co operative Housing Society/Association o Peron/Body Corporate of all the persons owning tenants in the said building. The owner, his nominee/ shall be come member of such an organization formed by the Developer and the owner, his nominees,, respective agents servants, licenses, tenants etc. shall be bound abide by the rules and regulations as may be framed by such organization time to time and they shall be bound to contribute towards the cost of formation such organization as well as to pay the regular maintenance charges as be fixed for the maintenance and management of the entire building complex.

20. The common area shall jointly be owned by the entire owner's of all the portions of the said building with equal entitlement to use and enjoy all common area and facilities provided for utilization by the occupants of the said building on the same terms and conditions applicable to all for such utilization. No owner's of any part of the said building will have any exclusive right, title and interest over the common area and common facilities except the right of common use and enjoyment.

15. The owner agrees that if any levy is imposed by the Purnea Nagar Nigam or any other public body or bodies or the Government for the Development/ betterment of the area in which the said landed property is

NEW BALAJI HOME'S

located or any other levy becomes applicable on the said land or the building thereon then the same shall be paid by the owner and the Developer jointly in the Same proportion as per their respective shares of built-up-area in the said building.

17. It is agreed that in all transfer/conveyance of land and/or built-up-area the purchaser(s) transferee(s) shall bear the cost of stamp duty. Court fees and other registration charges.

18. That in case of any dispute or difference between the parties arising out of relating to this development agreement the same shall be settled by the Arbitrators appointed by both the parties and such arbitration shall be conducted under the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended from time to time.

SCHEDULE OF PROPERTY

All that piece and parcel of land measuring area of approx 17082 Sq.Ft./39.2 Decimals Situated at Bhatta Bazar ,Purniea , P-S Khajanchi hat, Mouza madhubani , Thana No:- 123/1 MS Khata No--264 MS Survey Plot no 336/345, Ward No:- 8 and new ward No-22

Value of Land – 3,60,64,000/- Three Crore sixty lakh sixty four thousand only.

कार्यालय जिला निबंधक पूर्णियाँ

NEW BALAJI HOME'S

PARTNER

Bounded as follows:-

BOUNDARY OF LAND :-

NORTH:- ROAD

SOUTH:- Private Road

EAST :-Jagarnath Singh/Karamjeet Patel /Private Road

WEST:- Parladh Karmkar/Deepnaryan Mandal

- Identifier

SIGNED OF BY OWNER

Pashupati Bagchi
18.11.2019

SIGNED SIGNATURE BY DEVELOPER

Niraj Kumar Verma
S/o Sharda Kishore Verma
Near Sub Police Station
Khazanchi hat, Purnea
P.S. Khat.
Dist - Purnea
9931299999
18.11.2019



Kundan Kumar
18.11.2019

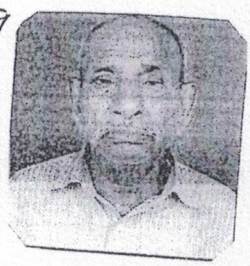


R. Ranjan
18.11.2019

गवाह

शैलेन्द्र कुमार गुप्ता
S/o स्व० जीत नारायण साह
गुलाबबाग, पुर्णिया
थाना:- सदर
18.11.2019

Sharda Kishore Verma
18.11.2019



Mukesh Kumar Jaiswal
18.11.2019

NEW BALAJI HOME'S

R. Ranjan

PARTNER



कार्यालय जिला निबंधन

INDIA NON JUDICIAL
Government of Bihar
e-Stamp

Certificate No.	:	IN-BR03704365360257R
Certificate Issued Date	:	14-Nov-2019 03:09 PM
Account Reference	:	SHCIL (FI)/ brshcil01/ PURNEA SRO/ BR-PUR/ PRN
Unique Doc. Reference	:	SUBIN-BRBRSHCIL0107572077524801R
Purchased by	:	NEW BALAJI HOMES DEVELOPMENT AGREEMENT
Description of Document	:	Article 5 Agreement or memorandum of an Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	Not Applicable
Second Party	:	NEW BALAJI HOMES DEVELOPMENT AGREEMENT
Stamp Duty Paid By	:	NEW BALAJI HOMES DEVELOPMENT AGREEMENT
Stamp Duty Paid (Rs.)	:	7,20,298(Seven Lakh Twenty Thousand Two Hundred And Ninety Eight only)
Reg. fee (Rs.)	:	20,000 (Twenty Thousand only)
LLR & P Fee (Rs.)	:	0 (Zero)
Miscellaneous Fee (Rs.)	:	0 (Zero)
Discore SC (Rs.)	:	500 (Five Hundred only)
Total Amount (Rs.)	:	7,40,798 (Seven Lakh Forty Thousand Seven Hundred And Ninety Eight only)

3900 2019/118103
TO- 21388

18.11.2019

NEW BALAJI HOME'S

PARTNER

कार्यालय जिला निबंधक
पूर्णियाँ

Do not write or type below this line

0007421606

Statutory Alert:

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. 721298/-	Amt.Paid By N.J Stamp Paper	Rs. 1000/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 740798/-

Registration Fee

FEE PAID

A1	19000	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	1000	J1	0	K2	0	Na	0
B	0	H1a	0	J2	0	Li	0		
							TOTAL-		20000

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

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 20500

Date: 18/11/2019

Registering Officer
Purnea Sadar

Endorsement under section 52

Presented for registration at Registration Office, Purnea Sadar on Monday, 18th November 2019 by Pashupati Bagchi Late Bimal Kant Bagchi by profession Agriculture. Status - Executant

Pashupati Bagchi
18-11-2019

Signature/L.T.I. of Presentant

Date:18/11/2019

Registering Officer
Purnea Sadar

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Niraj Kumar Verma' age '48' Sex 'M', 'Sharda Kishor Verma', resident of 'Barihat, Line Bazar Road, P.S. Dist Purnea'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 18/11/2019

Registering Officer
Purnea Sadar

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Purnea Sadar in Book 1 Volume No. 324 on pages on 147 -159, for the year 2019 and stored in CD volume No. CD-50 year 2019 .The document no. is printed on the Front Page of the document.

NEW BALAJI HOME'S

PARTNER

Date : 18/11/2019

Registering Officer
Purnea Sadar

Token No. : 21388 Year : 2019 S.No. : 20542 SCORE Ver.4.1 Deed No . :d No . : 20100

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