

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये  
रु.1000

ONE THOUSAND RUPEES  
Rs.1000

बिहार BIHAR

क्र. ८०८५ दि. ३१/३/१९ १०००/- रु. ८५६५५

No. 2596 Date 4-4-2019

**DEVELOPMENT AGREEMENT**

This Deed of Development Agreement is made on this the 31<sup>st</sup> day of March 2019, at Patna.

**BETWEEN**

Mr. Rafat Amin son of Mr. Gaush Mohammad, resident of "Amin Manzil" Umarganj, P.O. & P.S. Ballia, District Ballia (U.P) presently residing at C/O Syed Ali Asder, Wali Court Apartment, Khajpura, Patna



(Rafat Amin)  
31/3/2019  
Syed Asder  
31/3/19  
Hafiz Ghouse

by Nationality-Indian, hereinafter referred to as the 'OWNER' (which expression shall unless repugnant to the context or meaning there to mean and include his heirs, administrators, executors, legal representatives, successors-in- interest and/or assigns) of the **ONE PART.**

**AND**

**M/S SHAFAT CONSTRUCTION PVT. LTD.** a private limited company registered under The Companies Act 2013 (18 of 2013), under sub section (2) of section 7 of the companies Act, 2013 and rule 18 of The Companies (Incorporation) Rules 2014, bearing its corporate Identity No. U45309BR2017PTC035200, having its office at A/87, Ali Nagar Colony, Anisabad, Patna-800002, P.S. Gardanibagh, District Patna, **through its Directors 1. Aiyen Anwar and 2. Asif Anwar both sons of S.M. Anwar Alam,** by Nationality-Indian, hereinafter referred to as **DEVELOPER** (which expression shall unless repugnant to the context or meaning there to mean and include their executors, administrators, legal representatives successor/s in office and/or assigns) of the **OTHER PART.**

**PAN: AAYCS9903P**

WHEREAS, the property more fully described in schedule-A of this deed is purchased property of Rafat Amin, through registered sale deed dated 06.04.1995 Deed No. 1369, in Book No. 1, in the Year 1995, which was registered at Patna Registry office admeasuring an area of Two Kathas Ten Dhooors equivalent to 3402 Sq. Ft, under Tauzi No. 5260, Thana No. 38, Khata No. 559, Part of Cadestral Survey Plot No. 942, situated at Muaza Nohsa, P.S. Phulwari Sharif, District Patna, purchased from Realtors Private Limited, Jamal Road, Patna, vide its Registration No. 2351/1986-87, registered under the companies Act 1956 through its Director Syed Ali Asdar

↑  
(Rafat Amin)  
31-3-19

↑  
Syed Anwar  
31/3/19



*Aiyen Anwar*





son of Late Syed Ali Yusuf, resident of Bowli Road, P.S. Kahjekalan, District Patna and since then the said Rafat Amin owned and possessed the same as absolute owner thereof.

AND WHEREAS, the said Rafat Amin mutated his name in Circle Office, Phulwari Sahrif, Patna and whereupon the revenue rent receipt has been issued in the name of the land owner (Rafat Amin) vide Jamabandi No. 2068

AND WHEREAS, the land owner covenant that the aforesaid property is in his exclusive possession with absolute right, title and interest and the same is free from all encumbrances, debts, lien, charges and attachments and in marketable condition and have in himself good right, full power and absolute authority and title to transfer in the whole or part of the said property owned and possessed the same and he came and remained in peaceful physical and exclusive possession over the same as absolute owner.

AND WHEREAS, the Land Owner has assured that the said land is free from encumbrances, debt, liens, charges and that he has good right, full power and absolute authority over the said land to enter into development agreement with the aforesaid Developer

AND WHEREAS, the Land owner (Rafat Amin and other Land owner Md. Aamir Nezamuddin Sabir Power Holder of Md. Shoaib jointly) obtained sanction Plan from competent Authority / Mukhiya on Fifteen November Two Thousand Sixteen by getting the design and dimension approved by the concerned competent authority / Mukhiya.

AND WHEREAS, the land owner is not in a position to arrange sufficient fund to construct multi-storied as per approved plan lastly the land owner announced for construction of multi storied residential building over the said land on conversion basis with the developer.

AND WHEREAS, one of the land owner Md. Aamir Nezamuddin Sabir Power holder of Md. Shoaib sold and

(Rafat Amin)  
31/3/19

Shif Aamir  
31/3/19

Shif Aamir



transferred his land measuring an area of Two Kathas to M/S SHAFAT CONSTRUCTION PVT. LTD. on 31.03.2018 as Deed No. 3630, Serial No. 4028, in Book No. 01, which was Registered at Patna Registry office.

AND WHEREAS, aforesaid developer offered to develop at their own cost a multistoried Residential building over the said land on conversion basis

AND WHEREAS, it is agreed between the Land Owner and the Developer to enter into an agreement on the terms and conditions noted hereunder.

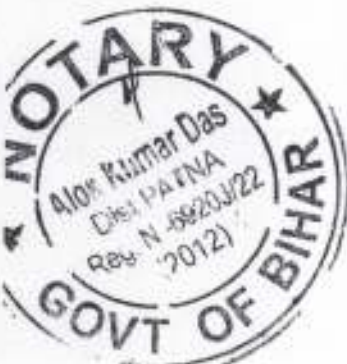
**NOW THESE PRESENTS WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS :-**

1. That the Land Owner has agreed to appoint the Developer with the sole right to develop the land in form of multi-storied Residential building named as **HEAVEN HOMES**.
2. That, the Land Owner has assured that the land is free from all encumbrances, liens and charges.
3. That, the developer will construct the multistoried building at their own cost and 25% of the total area constructed will be handed over to the Land Owner with the car parking and flats and rest 75% share of the developer/ builder's share in the car parking and flats as mutually agreed.
4. That it is further agreed between the developer and Land Owner that the Land Owner will be entitled to fully enjoy his own share of 25% constructed area and parking space also either himself individually or collectively and shall have the full right either to sell or to transfer or to mortgage or to dispose of in any manner as per their convenience.
5. That the developer will be entitle to fully enjoy his own share of 75% entire constructed area and parking etc. also either himself individually or collectively and shall have the full right either to sell or to transfer or to mortgage or to dispose off its share only in any manner as per his convenience for which the Land Owner will have no objection.

*h*  
(Rafat Amin)  
31-3-19

*Shri Anwar*  
31/3/19

*Shri Anwar*





6. That the Land Owner has agreed and undertake that he execute and give an registered development agreement an irrevocable power of attorney in favour of the developers and give peaceful possession over the said and to do thing that may be necessary for the development, planning and construction.

7. That it has been agreed between the parties that the Second Party DEVELOPER shall complete the construction work within a period of Four Years plus with grace period of Six months from the date of Agreement.

8. That the aforesaid Project schedule is subject to force major clause i.e. fire, tempest, floods, inclement or any other Acts of God.

9. That the Developer shall be free to appoint at his own cost qualified Architect, engineers, contractors and legal advisors as per his will and choice at their own cost for the success of the scheme.

10. That the Land Owner has assured to sign all necessary documents, paper, when ever required for the progress of the construction of the building.

11. That the entire cost of the project will be borne by the developer and the conversion share of the parties i.e. 25% of the land Owner and 75% of the builder and the same will not vary at the time of handing over the share.

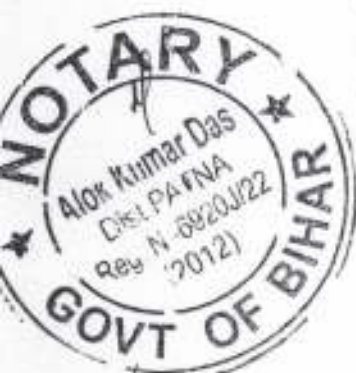
12. That the details of land as mentioned in Schedule-A and detail plan as approved in due course by Nagar Parishad/ Nagar Panchayat / Mukhiya part of agreement.

13. That the Land Owner will have right to make inspection of the works going on to watch the progress and so also the specification being followed and the short comings if any would be brought to the notice of the developer to be mutually solved by joint inspection as and when needed.

14. The entire cost of construction including miscellaneous charge will be borne by the developer from

*(Rafat Anwar)*  
31/3/19

*Arif Anwar*  
31/3/19



*Shyam Shrivastava*



beginning to end. The share of 25% of the land Owner and 75% share of the Developer will not vary due to market fluctuation up and down.

15. This development agreement has been prepared for the safe guard of both the parties for good and timely construction and completion with the period and both the parties will work as hands in gloves on mutual agreement.

16. That the developer shall be empowered to raise fund regarding his/its share's area i.e. 75% only from the financial institutions like HUDCO LIC Housing Finance, any Bank or from any other sources and for which the Owner shall have no objection for the same and all the liabilities goes upon the developers only regarding the said fund.

17. The land OWNER agree and undertake that he shall execute Registered Development Agreement according to Bihar Ownership Apartment Act 2006, and Bihar Ownership Apartment Rules 2006, and in this Act there is further no need of Power of Attorney in favour of DEVELOPER and/or its nominee or nominees so that no hindrance or obstruction is caused to the DEVELOPER in carrying out and discharge its obligation under these present and thereby giving the DEVELOPER right and authority to have enjoy peaceful possession of the said property for the purpose and to do all such acts, and/or things that may be necessary for the Development, planning, constructing of the said building/ buildings and sale of the developer's area.

18. That after the construction and completion of the project the respective share OWNER i.e. DEVELOPER/promoter and the land OWNER, shall be the absolute OWNER of their share and he will be entitled to sell/Transfer their share and as per the Bihar Apartment Ownership Act. 2006 and Bihar Apartment

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(Rafael Amin)  
31/3/19

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31/3/19



Alok Kumar Das





West : 20 Ft wide Branch Road created by the Realtors Pvt.Ltd.

SCHEDULE - B

SPECIFICATIONS RESIDENTIAL APPLICABLE FOR  
THE CONSTRUCTION OF THE BUILDING  
(STRUCTURE/FINISHING/FITTINGS AND FIXTURE)

FOUNDATION : R.C.C. pile foundation as per design of structural consultant and design of Architect.

STRUCTURE : Earthquake resistant R.C.C. Frame Structure

ROOF : R.C.C.

MATERIALS : All building materials will be A-1, quality like Bricks, Cement (ACC or Lafarge, Stone Chips, Sone Sand & Steel

WINDOWS : Aluminium frame with glass fitted in window as per design.

FLOORING : Tiles vitrified

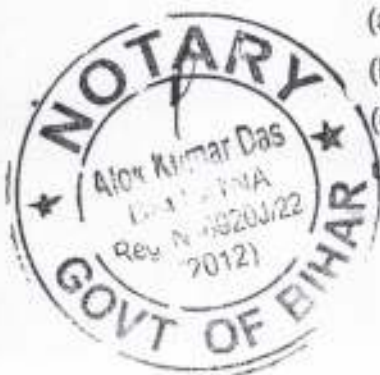
ELECTRICAL WIRING: Concealed PVC conduct wiring using copper conduct with using copper conduct with standard quality electric, (fire proof) accessories and fixtures not included.

CORRIDOR : Tiles vitrified/Marble/Granite

PAINTING : All internal walls shall be finished Putti (Birla/J.K.)  
All external walls shall be finished with JK or Birla Putti only.

EXCLUSIVE FACILITY

- (a) STANDARD LIFT
- (b) Submersible pump 24 hrs water supply.
- (c) An Indian style toilet for Staffs, servants & Drivers use at Basement/ Ground Floor.



*Alok Kumar Das*



*Rafal - Anwar*

*Shif Anwar*  
21/3/17

(d) CCTV security Camera facility connection for looking outer side of the building.

(e) Open Terrace will be used by land Owner/developer/ purchasers

(NOTE: The distribution of the Flat between land owner & developer will be done after the Approval of Map within 15 days.

Monthly maintenance charge will be fixed by the society time to time and will be paid by all occupants every month. Charges will be fixed on per sq. feet basis.

IN WITNESSES WHEREOF the Parties, have put their signature in presence of the witnesses on this day month and year mentioned above.

WITNESSES :-

1. Amir Razat Amin Sethi  
5/0 Sabir Hussain  
207. Harman complex  
Pattana - Bita  
21-3-2019

(Rafat Amin)  
SIGNATURE OF LAND OWNER

31/3/19

2. Mr. Salim Khan  
To Late Mr. Halim Khan  
To 1 La Nagar, Nagatola  
P.O.P.S. Phulwarisharif  
Dist. Patna  
31/03/2019

(Aliyan Anwar)

(Asif Anwar)

Directors

For :- Shafaf Construction Pvt. Ltd.

SIGNATURE OF THE DEVELOPER



Identify the dependent who  
Signed/1 1/4/19

