8284

बिहार सरकार
जिला निबंधन कार्यालय, पटना

दिनांक 09/05/2008 को श्री/श्रीमती Ram Tawakya Sharma द्वारा यह दस्तावेज निबंधन हेतु उपस्थापित किया गया । इसमें रु० 291500/- मुद्रांक शुल्क एवं रु० 904/- निबंधन तथा अन्य शुल्क का भुगतान किया गया । दस्तावेज ग्राह्य पाया गया । जिन लेख्यकारियों ने मेरे समक्ष इसका निष्पादन स्वीकार किया उनके तथा उनके पहचानकर्त्ता के नाम, फोटो, अंगुलियों के निशान एवं हस्ताक्षर पीछे अंकित है । इसे दस्तावेज सं0 8284 के रूप में पुस्तक सं0 1 की जिल्द सं0 142 के पृष्ट सं0 251 से 271 तक CD 22 में आज निबंधित एवं कुल 21 पृष्टों में संधारित किया गया ।

ह०
(Om Prakash Gupta)
निबंधन पदाधिकारी

Date : 09/05/2008

Mahesh Kumar

DEVELOPMENT AGREEMENT

This Deed of Development Agreement is made and executed this.....9th..... Day of .....May..... 2008 at Patna.

BETWEEN

SRI RAM TAWAKYA SHARMA. Son of Late Braj Nandan Sinha, resident of village - charh,

Executed the Deed of Development Agreement
Recd and found correct. Received Rs. 50,00,000.00
of Fifty lakhs only by cheque No 936581 dated 09.05.08
of Indus Ind Bank, Jalan Branch
Nandan Sinha
09-05-08

P.S.s. Makhdumpur, Pargana – Ekkil, District – Gaya at present District – Jehanabad and presently residing at Mohall – Kankarbagh (BAHAI BHAWAN) P.O. Patna – 20, P.S. Kankarbagh, Town and District – Patna, in the State of Bihar, hereinafter referred to as the "OWNER" (which term and expression unless it be repugnant to the context / subject or meaning thereof shall mean and include his heirs, executors, administrators, successors, legal heirs and assigns) of the FIRST PART.

AND

M/s NISHANT DWELLING PVT. LTD. a limited company, registered under the Companies Act 1956 (no. 1 of 1956), having its Registered office at G-4, Hariniwas Complex, Dakbanglow Road, Patna-800001, through its Managing Director SRI MAHESH KUMAR, son of Ram Ishwar Sharma, Resident of Malti Bihar Apartment, Flate No-306, 1 to 14 Ambedkar path, Baily Road, Patna-14 hereinafter referred to as the DEVELOPER (which term and expression shall unless it be repugnant to the context or meaning thereof, shell mean and include its successors in

office and assigns or nominees) of the SECOND PART.

WHEREAS the OWNER is seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land masuring approximately 10 kathas 15 dhurs 13 dhurkies equivalent to approxmetly 14675 sq.ft. situated at Musallahpur, pargana Azimabad, survey Thana – Patna City. Thereafter police station – pirbahore, at present police station – kadamkuan, District – Patna, within the limit of Patna Municipal Corporation and P.R.D.A. (now dissolved) and under the jurisdiction of sub and Sadar Registry office, Patna, more fully described in the Schedule I appearing at the foot of this deed and hereinafter referred to as "Land".

AND WHERE AS the land measuring 5 katha 10 dhur 17 dhurkies under Municipal Survey plot No. 1848, was purchased by Land Owner SRI RAM TAWAKYA SHARMA, son of Late Braj nandan Sinha, Resident of Village – Charh, P.S. Makhdumpur, Pargana – Ekkil, District – Gaya at present District Jehanabad through a Registered Deed of Absoulute sale vide Deed No. 9814 which is entered in Book No. 1, volume No. 141 pages No. 440 to 443 dated 13.09.1975, Registered at Patna, from Smt. Shobha Sharma wife of Sri Ashutosh Sharma, resident of village – Belchi, P.S.- Chand, District – Nalanda, thereafter the

aforesaid sale deed No. 9814 through a registered Deed of Rectification vide Deed No. 2405 Book No. 1 volume No. 59 pages No. 447 to 450 dated 18.05.1987, registered at Patna, and whereas the land measuring 5 Katha 4 Dhurs 16 Dhurki under Municipal Survey plot No. 1248 was purchased by SRI PRADEEP KUMAR SINHA, son of Shri Nirmal Kumar Sinha, resident of village – Kevatia, P.S.- Barhara, District – Bhojpur, through a registered Deed of Absolute sale vide Deed No. 10095 which is entered in Book No. 1, Volume No. 165, Pages No. 124 to 128 dated 27.09.1975, registered at Patna, from Sri Rabindra Kumar alias Lal Babu, Son of Genda Mahto, residing at Mohalla – Musallahpur, P.S. Pirbahore, District – Patna, thereafter aforesaid Sri Pradeep Kumar Sinha executed a Registered Deed of Ekrarnama wazidawa/Ladawai in favour of the Land owner Sri Ram Tawakya Sharma, vide Deed No. 2902 Book No. 1, Volume No. 147 Pages No. 39 to 42 dated 01.10.1982, registered at Patna and since then the Land owner came as absolute OWNER and the Land Owner also mutated his name in the State Sarista (Register-II) and paying the land Rent to the Government of Bihar through the C.O. Patna Sadar, vide Mutation Case No. 326/1981-82 and Mutation case No. 9/4 for the year 1989-90, Jamabandi No. 96 and 189 respectively. The Land as it is his self acquired property.

For NISHANI DWELLING PVT. LTD.
Managing Director

AND WHEREAS the OWNER covenant that the schedule land is in his exclusive possession with absolute right, title and interest and the same is free from all encumbrances, debts, lines, charges and attachments and is in marketable condition and the OWNER has right, full power and absolute authority and title to transfer the whole on part of aforesaid schedule Land.

The owner is interested in development and construction of multistoried commercial cum residential/residential commercial building on schedule-1 land and the developer second party who deals in the development and construction of multistoried building and is possessed of experience with, having come to know approached the 1st party, and negotiated and finally decided to take the said property for development of commercial com residential multistoried building over schedule-1 land of this agreement.

Now these present witnesses and it is hereby agreed by and between the parties hereto as follows:-

1. The owner has assured that the premises of schedule-1 land is free from any acquisition or any notice from any government and is free from all encumbrances, debiss, lines, charges dues and attachment and is in marketable condition and have in himself/full right, full power and absolute authority and title

transfer the whole and part of the said property and is free in all respect with his/absolute right in his/exclusive possession and clear title and possession to be delivered to the Developer for development as above said.

2. That the Developer second party agreed and undertake to develop and construct multistoried commercial/residential/commercial cum residential building having shops/offices/flats over Schedule-1 land upto the maximum available F.A.R. as per area permissible under P.M.C. Rule for which the Developer Second Party with the approval of the owner will get plan prepared by reputed architect and will submit in the PMC/P.R.D.A. under the signature of the owner for sanction and will meet all the cost relating thereto and the plan so prepared would be submitted latest within two months of agreement and would make all necessary deposits in the P.M.C./P.R.D.A. the office wherever and developer shall bear all cost for the same.

The owner shall after the execution of this agreement, allow every facility to the Developers, their staff, workers, Engineers, Architect and Agents to, enter into the said property to enable the developers to carry out the various pre development works and to put Board and boarding of Developers.

3. That the Developer second party undertakes to commence the work of development within two months of the map being sanctioned and delivered and agrees to complete the project in all respects with all necessary arrangement as per the P.M.C./P.R.D.A. by-laws for well enjoyment and maintenance of building and would utilize ISI standard materials in the construction as per specification and would take the assistance of the architect in all relevant stages of construction.

4. That Developer second party will meet the entire cost of construction including for providing necessary fitting and fixture of under ground electrification, water, tape, arrangement, to oilers, sewerage etc. and the 1st, Party owner will have full fight to inspect and verify if there is variation or deviation of the map, but in no case the owner will have any right to interference or stop the work except in case of sub-standard material and major deviation from sanctioned map in respect of construction.

It is agreed between the owner and the Developer that after completion of building as per approved by the P.M.C./P.R.D.A. their share will be 40:60 (forty: Sixty) percent i.e. owner's share will be forty percent of the total built up area and remaining sixty percent share will go to the Developer on each floor. That the

Developer undertakes to get the share of owner identified and selected on the map before the developer advertises for sale, lease or otherwise transfer the developer share or even to raise fund by mortgage or otherwise over the Developer share but in no case in its deal referred above will interfere the owner share and the owner to facilitate the Developer on each floor. That the Developer undertakes to get the share of owner identified and selected on the map before the developer advertises for sale, lease or otherwise transfer the developer share or even to raise fund by mortgage or otherwise over the Developer share but in no case in its deal referred above will interfere the owner share and owner to facilitate the developer second party to raise fund from financial institution or otherwise as well as to present the owner wherever necessary would give an irrevocable power of attorney in favour of the Developer Second party for acting for and on behalf of the owner in connection with the development of the said property.

6. That the Developer Second party further agrees and undertakes to complete the project and deliver owner's share within three years after the map being sanctioned and delivered except the situation of arise due to non availability of materials or any other circumstances beyond

the control of party like war/earthquake/strike Vis. Majour and in that event the time so consumed will be deemed to have been exempted and the owner by grace give maximum six months over and above three years and even then if the developer would not be in a position to complete the project then the owner will have option to take over the entire project and to get it completed through own agency without any interference by the second party and the entire constructions/super structure so made by owner shall belong to the owner beside the 40% share in construction made by Developer or to allow the 2nd party further one year time to complete the project on payment of compensation at the rate of Rs. 10,000/- (Ten thousand Rupees) per month for the owners share.

7. That the owner also declared that if there be any false claim or any litigation on that basis from any quarter or there be any challenge to his title over the property its whole or part, the owner will meet and contest such claim or challenge at his own cost and expenses and delay in construction due to such things is countable and considerable.

8. That Developer second party agreed not to deliver even of the developer share to the

allottee, assign or transferee before delivery of the owner share.

9. That the developer second party will have no right under the power of attorney to burden or in any manner affect the owner share and in case of any variation or violation the development agreement would be deemed as terminated.

10. That the owner will deliver vacant possession to the developer second party within a week of plan being sanctioned and under takes not to interfere with the developer's possession, its acts and proceeding with development as per terms of agreement.

11. That developer further undertakes to pay all charges or penalty if imposed by authority on account of any deviation or otherwise and old taxes would be payable by the owner.

12. That the owner agreed to co-operate and to do needful in the formation of society or co-operative for maintenance and for providing other facility in the complex and charges will be borne by the occupiers or members of the committee as per their share.

13. That the Developer will be entitled to make applications to the concerned authorities for obtaining electrical, water and connections and for permit or permits or quota or quotas for cement, steels and other materials.

14. That the Developer is also entitled to construct building on the said property as aforesaid and to enter into agreement for sale, lease or otherwise allotment to tenants in the said building to the purchasers and to transfer his share part or parts thereof from time to time one or more proposed co-operative societies or bodies corporate or to mortgage the developers share in the complex with financial institution for enabling the purchasers to obtain in loan against their tenements.

15. That the Developer shall be entitled to allot and sell direct or through co-operatives society the developed portion of the Developer share i.e. Sixty Percent (60%) of total built up area on such each floor to its respective buyers and shall be entitled to execute sale deed in their favour in respect of developers share/area in accordance with the rules of Apartment Act, 2006.

16. That the owner declares that there is no subsisting agreement or arrangement with another party in respect of the aforesaid property and if developer finds and if it is proved that any such agreement prevails, developer shall be entitled to revoke the agreement and realize the amount invested by the developer within one month

17. The owner also declares that apart from the owner none else is entitled to or has any share, title or interest in the said property, the owner is not a benamidar for any owner in respect of the said property.

18. That the developer will provide lift, generator and such other needs and facilities in the building as per building rule of P.M.C./P.R.D.A. But Lift as per the requirement.

19. That it is also agreed by and between the owner and the Developer that the owner shall take all steps to transfer sixty percent (60%) of the saleable built-up area of the complex when required through registered notice infavour of occupier of its nominee/nominees, according to ~~the terms of agreement and the~~ developer shall take all steps to transfer Forty Percent (40%) of owner as for the terms of agreement.

20. In case of deviation in respect of map under P.M.C./P.R.D.A. laws the penalty/deviations fee payable to P.M.C./P.R.D.A. would be paid by Developer.

21. That it is also agreed between the owner and the developer that the entire top terrace of the constructed building may be used by the occupiers of schedule one land of agreement.

22. That to show his bonafide and seriousness in completing building under this agreement the

developer has advanced a sum of Rupees 50,00,000/-lacs (fifty lacs only) to the owner at time of execution of this agreement as refundable interest free loan for six months with a condition that the owner will have to refund the above amount within six months, and the period of six months would be commence from the date of execution of this development agreement.

23. That if the owner fails or refuses to refund the above taken amount from the builder/developer then the builder/developer will be free to take over five percent (5%) more share out of fourty ~~pereent (40%) from the share of owner and~~ then share of owner would remain thirty five percent (35 %) instead fourty percent (40%) and the ~~share of builder/developer become sixty~~ five percent (65%) instead of sixty percent (60%) and if the above taken refundable money failed to refund within six month from the date of execution of this development agreement, then the above taken refundable amount will be adjustable with the project @ of Rs. 700/-per sq.f.t.

24. The owner shall deal with the Developer hereafter in the matter of this Development Agreement either himself or through his registered Attorney, Dr. Smt. Archna Sharma W/o- Dr. Shiv kumar choudhary, who is the

only daughter of owner aforesaid and her act shall be binding upon the owner.

25. The owner shall at cost of and request of builder/developer execute a Power of Attorney in favour of builder/developer giving him all necessary power required to carry out the work of development and completion of project herein.

26. That it is hereby agreed by the parties that all disputes and differences arising out of, in relation to these presents or touching the development, construction of new building and in relation thereto shall be referred to the arbitrator, whose decision shall be final and binding on the parties.

27. That only the court in Patna shall have jurisdiction to entertain, try and determine or adjudicate all action suit And Legal proceeding arising out of or in relation to these presents, the award of arbitrator or otherwise between the parties herein.

28. That the parties agreed that the complex would be named as **MAHESWARI MANAS PLAZA.**

29. That the parties to this agreement on going through the terms and condition and

understanding the same hereby execute it and witness whereof signed this deed.

SCHEDULE-1

REFERRED TO ABOVE

Govt. Value 70,75,000/-(Seventy Lac Seventy five Thousand)

All that piece and parcel of land measuring approximately 14675 sq. ft. to 10 katha 15 dhur 13 dhurkie, situated at Mohalla – Mussallahpur, Pargana – Azimabad, Survey Thana- Patna City, AT present P.S.- Pirbahore, District – Patna, within the limit and jurisdiction of Patna Municipal Corporation and P.R.D.A. (now dissolved) and under jurisdiction of Sub-and Sadar Registry Office-Patna and other details with boundary:-

A. Tauzi No.-229, survey P.S. No.- 2, Khata No.- 101, cadastral survey Plot No. 126. Ward No. 13, New ward no —×—× Circle No.- 36, Sheet No- 97, Municipal Survey Plot No- 1848, Aread 5 katha 10 dhur 17.

B. Tauzi No.-229, Survey P.S No.-2, Khata No.-101, cadastral Survey Plot No.- 125, Ward No.-13, New Ward No.- —×—× Circle No.- 36, Sheet No.- 97, Municipal Survey Plot No.- 1248, Area 5 khata 4 dhur 16 dhurkies.

BOUNDARY

North : Plot No-124

South : Road

East : Plot No- 131, 127

West : Plot No- 122

BRIEF ARCHITECTRULA AND STRICTUREAL SPECIFICATION OF THE BUILDING

1. Foundation : R.C.C. pile foundation as per structural designe

2. Structural : R.C.C. frame structure

3. Civil Work : First class Brick work in Cement Mortar

4. Flooring : Entire flooring in mosic

5. Doors : Wooden door frames with factory made 32 mm thick flush door with two coat of enamel paint after a coat of primer.

6. Window : Steel window with glassing to be used in all flats.

7. Toilets : Wall Mixture arrangement with G.I. pipes and standard C.P. fittings with white China

clay sanitary ware fiber body cistern.

8. Kitchen : Working platform of marble with steel sink glazed Tiles dado upto 2'-0" height from working top.

9. Electrical : Concealed P.V.C. conduit with copper wiring and standard electric accessories. Adequate light, power points of standard make.

10. Plumebring: All internal G.I. Pipes shall be concealed ISI Mark.

11. Finish : All internal walls ceiling in Plaster of Paris.

12. Wash basin with plumbing connections to be provided in the toilets.

General :- One four passenger Lift make is provided along with all civil work and electrical work.

Note :- The above specifications are subject to minor changes as may be decided by the promoter/

Mahesh Kumar
9.5.2008

Jindal Kumar
09-05-08

subject to written approval of the OWNER.

SALIENT FEATURES OF FLATS ON ACCOUNT OF THE OWNER AREA:

1. 24 hours water supply from own tube-well and overhead tank.
2. Generator for common services water supply.
3. Intercom facility from each flat to security.
4. Telephone point (not connection) at one points.
5. Concealed electrification with copper writing
6. Land OWNER also pay from his share the charges of Generator and transformer.
7. As per additional requirement of the land OWNER the extra charges shall be included.

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

1. 9/5/08
9/5/08

09-05-08

SIGNATURE OF THE LAND OWNER

1. Archana Sharma
D/o Ram Tawakya Sharma
Bahai Bhawan, Main Kankarbagh Road
Patna-20. BIHAR, 09-05-08

2. 9.5.08.
Prakash Chandra Verma
S/o DR. Ranik Behari Verma
Professor's colony. Shyam Chak
Gudri Main Road Chapra - 841301

For NISHANT DWELLING PVT. LTD
Mahesh Kumar
9.5.2008
Managing Director
PAN - AACCN6359C

SIGNATURE OF THE DEVELOPER/BUILDER

Ram B. P. Verma.
9.5.2008
S/o Late Janardan Prasad.
At + P.S-3. Gardanibagh, Patna.

Typed By:-

Neeraj Priyadarshi Soni
C.B.A., Patna

Drafted By:-

9/5/08

नरेन्द्र सिंह अधिवक्ता
कलक्ट्रीय कोर्ट पटना
रजिस्ट्रेशन नं०-2847/08