Serial No. 1184 Circle:-:Danapur Book No. :- 1 Deed No. 1156

Serial No. 1184 Deed No. 1156

Govt. of Bihar
Sub Registry Office ,Danapur
Summary of Endorsement

This document was presented for registration on **29/01/2019** by **Madhuri Verma**
A stamp duty of Rs. **272500**/- and other fees of Rs. **20500**/- has been paid in it.
The document was found admissible. The names, photographs and fingerprints and signatures of the executants, and their identifier, who have admitted execution before me, are affixed on the reverse page.
The document has been registered as deed no. **1156** in Book No. **1**, Volume No. **23** on pages from **89** to **100** and has been preserved in total **12** pages in C.D. No. **4** / Year **2019**

Signature with Date
(Aparna Shiva)
Registering Officer, **Danapur**

Date: 29/01/2019 Token No: 1257 /2019

M/s PNP Multi Buildcon
Narendra Kumar
Proprietor

DEVELOPMENT AGREEMENT

This Development Agreement made and executed on this the 29th Day of January Two Thousand Nineteen;

BETWEEN

(1) SMT. MADHURI VERMA, Age 69 years W/O Late Maheshwar Prasad, Mobile No. 7779833504 and

(2) SMT. NIRJA KUMARI, Age 52 years W/O Shri Mukesh Kumar, Mobile No. 8073719108 both

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resident of Kamtaul, P. S. Kamtaul, District- Darbhanga (Bihar), herein after jointly referred to as the **"OWNERS"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include their heir/s, executor/s, administrator/s, successor/s-in-interest, assign/s and/or nominee/s) of the **ONE PART**.

AND

M/S PNP MULTI - BUILDCON, a proprietorship firm, through its proprietor **MR. NARENDRA KUMAR LAL**, Age -58 years S/O Late Tilakdhari Lal Das, having its office at S.V. R. Public School Lane, 70 Feet Road, New Bye - Pass, P.S. Beur, District-Patna-800002, hereinafter referred to as the **"DEVELOPER"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successor/s-in-office, assign/s and/or nominee/s) of the **OTHER PART**. Mobile No.9835435598

WHEREAS the aforesaid owners are seized and possessed of and are owners of or otherwise were and are well and sufficiently entitled to all that piece and parcel of land measuring approx.6975 sq. ft. situated in Survey Mauza- Jalalpur, Pargana- Phulwari, Thana No.22, Khata No.207 and 208, bearing part of Survey Plot Nos.330 and 331, P. S. Danapur, District - Patna, within the limits of Nagar Parishad, Danapur / Patna Municipal Corporation and under the Jurisdiction of Sub- Registrar of Danapur / District Sub-Registrar of Patna, more fully described in the Schedule of Land written under and hereinafter referred to as the **"SAID LAND"**

AND WHEREAS the aforesaid land owners represented and declared that the aforesaid land acquired by them by virtue of three separate Registered Deed of Absolute sale Vide (i) Deed No.2926, Book No.1, Volume No.430, Page Nos. 461 - 474 dated-14.06.1997 in favour of **Owner No.1** & (ii) Deed No. 870, Book No.1, Volume No...x..xPage Nos. ....x.....x. dated-13.03.2000 in favour of **Owner No.2** respectively from Shri Sudhanshu Bhushan Sinha S/O Lakshaman Kishor Singh of Village - Kothwan, P.S. Khagaul, Distt. Patna and (iii) Deed No. 2120, Book No.1, Volume No.71, Page Nos.99 – 168 dated-21.04.2003 in favour of **Owner No.2** from Shri Madhusudhan Sinha S/O

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Late Raghubar Kishor Singh of Village - Kothwan, P.S. Khagaul, District - Patna and since then coming in to exclusive and continuous possession over the said land as absolute owners thereof.

AND WHEREAS the aforesaid owners mutated their names in the record of Govt. of Bihar (Register-II) and paying the land rent/revenue to the Government of Bihar through the C.O. Danapur vide Jamabandi No. 2481and 5531 respectively.

AND WHEREAS the aforesaid owners got the building plan sanctioned from the Nagar Parishad, Danapur, Patna, vide Building Plan Case No.104/18-19 dated-23.12.2018.

AND WHEREAS, the aforesaid land owners are interested in getting the said Land developed and constructed duplex houses on the said land through a developer, who could develop the said land and also construct duplex houses at its own cost.

AND WHEREAS the aforesaid developer approached the aforesaid Land Owners and offered to develop the said Land and to construct duplex houses as per the aforesaid sanctioned plan, at its own cost and to give 42.86 % (Forty two point eight six percent) of the total duplexes to be constructed on the said land, hereinafter referred to as the **"OWNERS' AREA"** towards full, final and adequate consideration for the value of 57.14% (Fifty seven point one four percent) land to be conveyed to the said Developer or its nominees/assignees.

AND WHEREAS as a result of the negotiations between the parties hereto and on the representations and declarations made by the Land Owners, an agreement for development in respect of the said Land has been arrived at between the parties hereto upon the terms and conditions mentioned herein after.

NOW, THIS DEVELOPMENT AGREEMENT witnessed and it is hereby agreed and declared by and between the parties hereto as follows:-

1. The aforesaid Land Owners agreed to get the said Land developed and constructed duplexes through the aforesaid

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developer and hereby appoint the aforesaid Developer as the developer of the said land and granted the developer, who hereby accept from the aforesaid owners, the exclusive right and license to develop the aforesaid land and construct 7(seven) duplexes as per the building plan already sanctioned by the Nagar Parishad, Danapur, Patna, on the said land, in the manner and on the terms, conditions and stipulations mentioned hereinafter.

2. The Owners simultaneously with the execution of this Development Agreement, granted physical possession of the said land to the developer and entrusted the right to take up preliminary works for development and construction of the said duplexes.

3. The Developer, after getting peaceful vacant possession of the said land, shall proceed expeditiously with the development/preparation of detailed plans etc. and get the "PROJECT" registered (if required) under the provisions of the "Real Estate Regulation Authority Act".

4.That the developer shall construct only 7(seven) duplexes on the said land and on completion of construction of the said duplexes, handover 3(three) duplexes i.e.42.86 % (Forty two point eight six percent) of the total duplexes with all amenities, fittings and fixtures(fully described in the schedule below) to the aforesaid owners, hereinafter referred to as the **"OWNER'S AREA"** as full, final and adequate consideration for the value of the 57.14% (Fifty seven point one four percent)land to be conveyed to the said Developer or its nominees/assignees and the remaining 4(four) duplexes will be retained by the Developer in lieu of the Development cost, hereinafter referred to as the **"DEVELOPER'S AREA"**.

5.The Developer agreed to construct and complete the said duplexes in all respect and give possession of the Owner's Area to the land owners within a period of 3 (three) years time from the date of execution of this Development Agreement, Subject to force majeure and such happenings as are beyond the control of the Developer including fire, tempest, accident, exceptionally inclement weather, non availability of any building materials, any act or legislation

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of Government, riot etc. or any other act of God, which is beyond the control of the Developer.

6. The Developer hereby agreed, assured, declared and undertaken to the land owners that the possession of the **Owner's area** will be given first to the land owners thereafter the possession of **Developer's area** will be given to the purchasers of duplexes.

7.The owners and the developer shall have full right, title, ownership interest over their shares as allocated and referred to above as their share out of the said duplexes (fully described in the schedule written here under) and shall be fully entitled to transfer, convey, grant or otherwise alienate or transfer their interest in any manner as may be deemed fit by them to any person/s, association/s of person/s, firms, companies, body corporate, co-operative Societies, government agencies etc. on such terms and conditions as may be decided by them and after execution and registration of this Development Agreement, both the Developer and the Owners will be entitled, directly to allot, enter in to and register agreement/s for sale in respect of their respective duplexes to their nominees/assignees and/or the prospective Buyers. However, they can execute and register sale deeds in favour of their nominees/assignees and/or the purchaser/s of the said duplexes after completion of construction and delivery of possession of the **owner's area to the Land Owners.**

8. The purchaser/s of duplexes may obtain housing loan from any Banks, Financial institutions and/or any other institutions, in respect of their duplex houses.

9. The owners hereby irrevocably authorized the said developer to do all acts, deeds, matters and/or things as may be required for development of the said land and construction of the said duplexes under the provisions of this development agreement.

10. That whenever required by the developer, the owners will deliver to the developer all the original title deeds, documents and papers relating to the said land for verification of the owner's title thereto and the owners agree to co-operate with the developer in such verification

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of the owner's title and irrevocably agreed to answer and/or comply with all reasonable requisitions that may be made by the developer in this regard to establish a marketable title to the said land and the developer shall be entitled to retain photo copies of all the original title deeds and documents pertaining to the said land.

11. The owners hereby declared:-

(a) That there is no notice passed by the Nagar Parishad, Danapur /Patna Municipal Corporation or any other body or authority for either acquisition of the said land or any part thereof and there is no requisition of whatsoever nature by the municipality or other body or authority concerning or affecting the said land or any part thereof.

(b) That there are no statutory claims, demands, attachments or prohibitory order made or issued by the taxation authorities, revenue authorities or any government or other local authority in respect of the said land or any part thereof.

(c) That there is no subsisting agreement or arrangement in respect or the aforesaid Land with any other developer or any person/s who so ever.

(d) That except the aforesaid Land owners none else is entitled to or have any share, right, title or interest in the said land or any part thereof either as a partner in any partnership or co-parcener in any joint family or otherwise, and that the owners are not benamidars or trustees for any one in respect or the said Land.

(e) That there are not any dues of any Government Department or any other local bodies against the said Land.

12. The owners further declared and undertaken, not to sell, dispose off, alienate the said land or any part thereof, save and except putting the said developer in peaceful vacant possession thereof for the purpose of development, pursuant to this agreement with the ultimate object for granting, conveying and transferring the said land as aforesaid to the said developer or the person/s nominated by the developer and further undertaken not to do any act/s, deed/s, matter/s

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or thing/s as shall be in contravention of the declarations made above.

13. In any event, the owners without prejudice to the forgoing declarations agrees and undertakes to remove all obstacles and clear all outstanding dues or defects at their own cost and keep the developer or its nominee/s indemnified against all losses to that effect.

14. That the owners shall have no objection if the developer apply to any concerned authorities for registration/ sanction, permissions, approvals or connections as may be required in respect of the said land/project and the land owners have irrevocably agreed to sign all the necessary papers, affidavits, documents etc. for this purpose. However, all the fees, charges and cost relating to such registration/ sanction, permissions, approvals or connections shall be borne by the developer only.

15. All the outgoings in respect of the aforesaid land form the date of physical possession to be given to the developer hereunder shall be borne and paid by the developer who, however, shall not be liable for any of the outgoings of the aforesaid land relating to the period prior to such possession, which shall be the liability of the owners alone.

16. The Developer shall not do any act of commission or omission directly or indirectly by which the owner's right, title and interest over the said land may in any manner be adversely affected. In case of any breach, the developer shall be liable and held responsible for the consequences and cost as well.

17. The Land owners shall pay the G.S.T. and/or any other taxes and duties (if applicable) to the Developer/Authorities concerned.

18. That this agreement shall not ever be deemed to constitute a partnership of any sort between the parties hereto.

19. Total Value of the Land is Rs.1,36,15,000/-

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Nitish Kumar
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SCHEDULE OF LAND

All that piece and parcel of land measuring approx.6975 sq. ft. situated in **Survey Mauza- Jalalpur (Aparna Colony)**, Pargana- Phulwari, Thana No.22, Khata No.207 and 208, bearing part of Survey Plot Nos.330 and 331, **Zone - 3, Thana Code No.123**, P. S. Danapur, District -Patna, within the limits of Nagar Parishad, Danapur / Patna Municipal Corporation and under the Jurisdiction of Sub- Registrar of Danapur / District Sub- Registrar of Patna Sadar and bounded as follows:-

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BOUNDARY:

North:-Part of Survey Plot No.322.

South:-Branch Road.

East:-Branch Road.

West :- Part of Survey Plot Nos.321 & 322.

SCHEDULE OF OWNERS' AND DEVELOPER'SSHARE

1. **OWNERS SHARE**: 3 (Three) Duplexes (Block- A, Block- D and Block- E).
2. **DEVELOPER'S SHARE**: 4 (Four) Duplexes (Block- B, Block- C, Block- F and Block- G).

SPECIFICATIONSOF OWNERS' AREA (DUPLEXES):

(1) Foundation: Pile Foundation.

(2) Structure : R.C.C. framed/ Load bearing Structure.

(3) Brick Work: 5"brick work & Plaster (1:6) in Cement Mortar.

(4) Doors : (a) Door Frames (Choukhats) of Hard Wood / M. S. Steel.
(b) 30 m. m. thick Flush door Shutters painted with two coats of synthetic enamel paint over a

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coat of Primer.
(c) Mortise lock on main door.

(5) Windows : Fully glazed Steel/Aluminum Windows painted with two coats of Synthetic Enamel paint over a coat of Primer.

(6) Flooring : (a) 2'x2'Vitrified Tiles Flooring in all the Areas.
(b) Chequered Tiles flooring in entrance lobby & Portico.
(c) Kota Stone on Stair steps.

(7)Kitchen : (a) Flooring - 12"x12" Ceramic Tiles.
(b) Working Platform- Black granite in owner's one duplex and white marble in other two duplexes.
(c) Dado - Glazed/Ceramic Tiles up to 2' height above working platform.
(d) Sink - Stainless Steel Sink.

(8)Bath room : (a) Flooring - 12" x12" Non Skidding Ceramic Tiles.
(b) Dado- Glazed/Ceramic Tiles up to 7' height.
(c) Sanitary Ware - White glazed sanitary ware.
(d) Cistern - Acrylic/ Fiberglass Cistern in White.
(e) Fittings: All C.P. fittings- ESSCO or equivalent make.

(9)Electrical : (a) All internal Wiring in Copper using Concealed PVC Conduits.
(b) One T.V. point and One Telephone/ Intercom plug point in Drawing room.
(c) All electrical switches and accessories of standard make.
(d)Adequate lighting/Power points, sockets, outlets shall be provided (including front & back).

10) Water Supply: Own Boring.

(11) Paint: Paint inside and out side.

(12) Boundary Wall: 6'-0'' height, 10''X 10" Pillar &5" brick work with Plaster, Painted with Snow Cem. over White Cement.

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(13) Entrance Gate: M. S. Steel Gate, height-6'-0'' with Lock & Key.

(14) Septic tank size-6'x6'x6'

(15) Soak pit size- 4'x4'x4'

(16) One Shelf/wardrobe space in each bed room.

(17) Garage –Shutter with manual locks.

(18) Road- Motorable.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day, month and year written hereinafter.

SIGNATURE OF THE OWNERS

1. Madhvi Verma 29.1.2019

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2. ~~Niya Kanwal~~ Niya Kanwal 29.1.2019 29.1.2019

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SIGNATURE OF THE DEVELOPER
M/s PNP Multi Buildcon
Narendra Kumar Rao
Proprietor
29/01/2019

PAN-

WITNESSES:

1. Mukesh Kumar S/o Late Maheshwar Prasad, Kaartaul Kaartaul, Darbbanga. PS: Kaartaul Darbbanga S. At Present: PS.: SS 1075, SOBHA SUNSCAPE, Near Hosur School, Banglore-
2. Date : 29/01/2019

Gopal Pd S/o Shenker

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