Serial No. 246 Circle:-:Darbhanga Urban Book No.:- 1 Deed No. 249



बिहार BIHAR
Serial No. 246

Deed No. 249

बिहार सरकार
जिला निबंधन कार्यालय, दरभंगा सदर

पृष्ठांकन एवं सत्यापन

दिनांक 05/01/2019 को Bimal Swaroop द्वारा यह दस्तावेज निबंधन हेतु उपस्थापित किया गया । इसमें रू0 411000 मुद्रांक शुल्क एवं रू0 21500 निबंधन तथा अन्य शुल्क का भुगतान किया गया । दस्तावेज वापस किया गया । जिन लेखकारियों ने मेरे समक्ष इसका निष्पादन स्वीकार किया उनके तथा उनके पहचानकर्ता के नाम, अंगूठे निशान एवं हस्ताक्षर पीछे अंकित है। यह दस्तावेज रू0 249 के रूप में पुस्तक सं0 1 की जिल्द सं0 4 के पृष्ठ सं0 62 से 79 तक CD 1 में आज निबंधित एवं कुल 18 पृष्ठों में संधारित किया गया ।

मणीन्द्र नाथ झा
निबंधन पदाधिकारी

दिनांक– 05/01/2019 टोकन नं. 239 / 2019

JOINT DEVELOPMENT AGREEMENT

This DEED OF DEVELOPMENT AGREEMENT is being made on 05TH day of JANUARY 2019.

BETWEEN

(1) BIMAL SWAROOP Age 62 Years & (2) VIJAY SWAROOP Age 53 Years both are S/o late Jagat Narayan Prasad, Mohalla - Gudri Bazar, Balbhadrapur, Laheriasarai, Darbhanga. At Present 401, Devaki Nandan Apartment Magistrate Colony Road, V.V. College Rukanpura Patna -800014 Aadhar No (1) 290212245735 Mob- 9431017660 (2) 967626519165 Mob- 7781014378

AND

M/S. Raushan Brother's Infrastructure Pvt. Ltd. Company under the Indian Companies Act and having its own office at Bigrahpur, New Bypass Road, P.S. Kankarbagh, District & Town Patna through its Director NITESH ROSHAN, son of Shri VIjayeshwar Prasad, resident of Mohalla Ashok Nagar, Road No.1, PS- Kankarbagh, District & Town Patna, Pin Code: 800020. PAN- AAHCR4415N Aadhar - 319905853313 Mob- 9386380112 Ch- BHR2019 1036308M Dated- 5-1-2019

Here-in-after called and referred as the DEVELOPERS ON THE SECOND PART.

"The expression owners and Developers shall unless repugnant to the context his/their respective legal representative(s), Administrator(s), Assignee(s) Or Successors(s) in interest whereas the land measuring approx 5278.30 sqft (12.11 Decimal) of sale land under survey New plot No. -1534 to 1537 Municipal Plot No -29189, 29190, 29191situated at Ward No. -41, Chadar No. -3, Thana No.- 534, Mauza-Balbhadrapur (Main Road Commercial), P.S- Laheria Sarai, Darbhanga town & District Darbhanga had been land owner's- ancestral property of the owners, his Jama Bandi No. 47, Dakhil Kharij Case - 1854/1879 here-in-after called and referred as First Part of this Agreement.

Vijay Swaroop 5/1/19

Bimal Swaroop 5/1/2019

IDNT. Rakesh Roshan Age - 43 yrs S/o Sri Vijayeshwar Pd. Ashok Nagar Road No-1 Kankar Bagh Colony Patna 20 AAKH-No 536051193031 5/1/2019

Owner is paying rent taxes to the state of Bihar separately relating to their respective shares of lands. And whereas the First Party (owner) is in exclusive position/ possession with absolute right, Title, and interest and the same is free from all encumbrances, liens, charges, or attachments and is in marketable condition and she herself has good right, full power and absolute authority with perfect title to transfer the whole land to Developer.

THE DETAILS OF LAND ARE AS UNDER

Survey Plot No. - 1534 to 1537, Municipal Plot No - 29189, 29190, 29191, Thana No 534, situated at Mauza- Balbhadrapur (Main Road Commercial), PS - Laheria Sarai, Sub Registry Darbhanga Sadar Registry Office Darbhanga, Ward No -41 land measuring approx 5278.30 sqft (12.11 Decimal)

Presently the land is bounded as here under:-

North: Road

South: Panday Hari Prasad

East : Kusum Choudhary & sons

West : Road and Heirs of Rajeev Narayan Prasad

And whereas, the owners of the first part is ready for (desirous) of constructing a multi stories

Commercial/Residential building along with all facilities and amenities on the said property as described without putting the land owners any loss or damage and to acquire built-up area in the shape of flats as consideration for the value at the said property, the owner interested for development of their lands has negotiated and approached with the developer aforesaid for development of her land by multistory building as per the approved map by the DMC authority and/or local authorities according to modern tests and architecture for which the Developer will bear the entire cost of development by arranging the necessary funds from his own sources.

And whereas on being satisfied of the title of the land owner the developer has agreed to develop the above land by way of constructing a multi stories residential and commercial building complex as per map approved by DMC and the developer shall develop the said property ensuring the construction to the maximum permissible extent from DMC.

And where as the land owners has accepted the aforesaid proposal of the developer on the following terms and conditions agreed upon both the parties and also to avoid misunderstanding and misinterpretation lay down as follows.

1. That the owners agreed in accordance with this agreement and placed the lands at the complete disposal of the builder the physical vacant possession of the said property and the developer do hereby admit to have taken the delivery of the same this day after execution of the present agreement.

2. That the Common Facilities & Amenities shall mean and include corridors, lobby, stairways passage, drive-ways, landing, machine room, stair-case, passage, lift shafts, pump room, tube wells, underground water reservoir, overhead water tank, water pump and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provision and maintenance of the building.

3. That the Super Built-up Area shall mean super built-up area "as per land used permissible under building laws" and shall include the building with the walls, pillars, area within the walls and portions of the area occupied by lift-landing, stair-case, deep-boring, water tank, septic-tank, entrance, corridors, lobbies,

generator-room, security-guard room, area meant for firefighting arrangement and other common areas in the building.

4. That the Said Units shall mean and include the individual residential unit to be constructed on the said property by cost of Developer.

5. That the Saleable space shall mean the space in the building available for independent use and occupation, other than 'Owner Allocation', after making due provision for common facilities and amenities required in the building, which the Developer is entitled to sell, transfer, mortgage, lease to prospective purchasers subject to the terms as mentioned herein below, only and except those part remains after giving to the land lord.

6. That the 50% of built up areas begins from ground floor to last floor goes to Developer and then thereafter in the same manner the 50% of the built up area will be for the Land Owners.

7. That the Engineer/Architect shall mean the consulting Engineers who has been appointed

by the Developer for own cost for designing and planning to the building complex.

8. That the Building plan shall mean such plan to be prepared at the cost and arrangement of the Developer by the Architect/Engineer appointed by the Developer for the construction of the building to be submitted signed by any one owner or her attorney or signed by the Developer or her attorney submitted for sanction by DMC including any variation therein approved by the owner in writing which may be subsequently be made by the Developer's Architect as and when required.

9. That construction of multi storied building in between or after construction. If future any competent authority or DMC upgrade enhance the stories then only same developer or his attorney will construct the building Land Owner or his attorney cannot create hindrance or stay the construction of building.

10. That the Developer is fully entitled to sale, transfer, mortgage lease to any person for loan from any bank, financial institutions and take in

personal use in decency what so ever manner likes and prefer And alike the Developer, the land owner will also have same right equally as per right of the Developer but of only own share without encroaching towards the other's area.

Bimal Swaroop 5/1/19

Vijay Swaroop 5/1/19

11. That in addition to allotted respective shares in built up building, the other common usage of construction such as lift, electricity, septic tank, guard room, lift landing, water tank, fire-fighting and other common area in the building along with its installation and maintenance cost will be meted out proportionate according to shares allotments of owners and developers.

12. That after completion of the construction of the building project developer/promoter/land owner shall be absolute owners of their respective shared flats/space and they will be entitled to sell/transfer as per provisions of Bihar department ownership Act, 2006 u/s 5(1) & 5 (2) and others.

13. That in case or difference arises out of this development agreement, then such differences

and disputes shall be settled by a reference to arbitrators to be appointed and nominated in the manner following that is one arbitrator shall be appointed by the Developer and one by the owner and two such appointed arbitrator shall jointly nominate a third arbitrator who shall act as the chairman of the Board of Arbitrators and the decision of the Arbitrator shall be final and binding both the parties.

Bimal Sweet 5/11/19

Vijay Sweet 5/11/19

14. That the Developer shall develop the said property in the name of **SNEH JAGAT NANDANI TOWER** land and shall be named & styled as **SNEH JAGAT NANDANI TOWER**.

15. That it is further agreed by the parties that any alteration in the approved building plan within parameter of the DMC Building rules and regulation which may be deemed necessary during or after the sanction of the plan shall be done by the Developer with consent of Land owners on the basis of trial & error principles.

16. That the owners and Developer shall strictly obey the terms & conditions of this agreement and keep spare from any interference, hindrances between them.

17. That the Developer and land owners shall be entitled to allot mortgage, transfer, lease and sell directly of/in their allotted respective shared flats space as mentioned above to its prospective buyers and shall be entitled to execute sale deeds in their favour in respect of built-up area.

18 That to accept services of any writ, summons or other legal process, noticed appearing and represent herself and the owner, in any court or before any magistrate, Judicial Tribunal & other Tribunals in connection with development of the said property and can institute suit, claim and defend proceeding by filing her Vakalatnama, plaint, other applications, affidavits, petitions and other documents, papers, w.s. rejoinder, counter affidavit etc. in writing and the owner/owners shall be attribute affirmed co-operation in dealing and proceeding the proceeding.

19 That the Developer after approval of map shall complete the construction of the Multi-storied building within Three Years from the date of sanction/approval of the building plan in case of delay a further period of 6(six)months will be allowed to the developer to complete the project in all respect and to hand over to the owner such built-up area in then new building as it known and referred to as the owner's allocation.

Bimal Swaroop 5/1/19

Vijay Swaroop 5/1/19

20. Force Majeure: The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligation is prevented by existing of Force-Majeure. In this regard Force-Majeure shall mean and include flood, earth-quake, riot, war, storm, tempest, civil commotion, air raids, lock-out and/or any notice of restrains from the competent authority, Municipality or any other statutory body or any other prohibitory order of court restraining the construction of the building on the said land or restraining construction in general and/or changes in any building bye-laws, Municipal rules or policy relating sanctioning the plan and/or any act beyond the control of the parties hereof.

SEAL OF REGISTER

21. Power of Attorney: The owner shall immediately after execution of this Development Agreement give to the Developer a duly notarized/registered general Power of Attorney in favour of the Developer investing him with specific powers required for development of the said property beginning from preparation, submission and sanction of the building plan up to the completion of the project including the powers to arrange for prospective purchaser and to enter into an agreement for receiving loan/advance from Bank, other financial institutions and purchase by sold of flats (own share) with respect to Developer's Allocation.

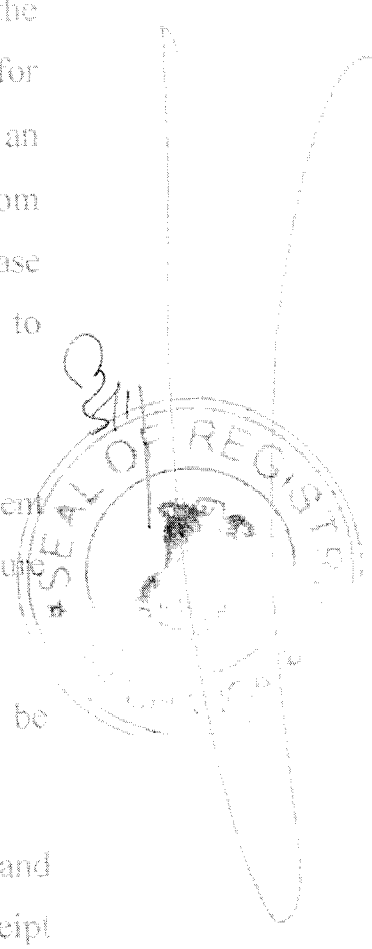
22. In Token of the deed of Development Agreement the parties hereto put their signature on 05th day of January, 2019 at Darbhanga.

23. The agreement executed in one copies to be retained by Developer.

24. That in this development agreement, Land possession certificate and upto date land receipt of land from the Anchal Karamchari is must requirement for the landlord/landowner. When

Bimal Sharma 5/1/19

Vijay Sharma 5/1/19



he/they obtains above items then the terms. conditions and validity of this agreement will become effective.

25. That it is also cleared that any dispute created by sons & own family member after this development Agreement is made out. regarding land if arises then. the land owner will resolve the disputed matter from his own share/shares. The Developer will have no concern to any such dispute. (due to such dispute any loss happens/occurs then the land owner will compensate loss/losses from his/their shares.) owner will compensate loss/losses from his/their shares. If any dispute arisen due to labour payment. I.T., GST. P.F. etc. will be developer risk and he will be compensate.

26. That after this development agreement if Developer or their attorney attached different type of land for construction of Multi storied Building with this land in different terms & condition present Land Owner will not object in this regard.

SCHEDULE 'A'

All that piece & parcel of land measuring 5278.30 sqft (12.11 Decimal) in total, being Survey plot No. -1534 to 1537, Municipal Plot No -29189, 29190.

29191 Ward No. -41, Chadar No. -3, Thana No.- 534, Mauza- Balbhadrapur (Main Road Commercial), P.S- Laheria Sarai, Darbhanga, Registry office Darbhanga town & District Darbhanga is bounded as under.

North: Road

South: Pãnday Hari Prasad

East : Kusum Choudhary and Sons

West : Road and Heirs of Rajeev Narayan Prasad

Cost of Land: Rs. 2,03,00,000/-

Cost of Wall :- Rs.1,00,000/-

Cost of Gate :- Rs. 1,00,000/-

Total Cost :- Rs. 2,05,00,000/- (Rupees Two Crore Five Lacs Only)

SCHEDULE ' B'

Out of total super built-up area of the land mentioned in schedule in 'A' the land Owner shall be entitled to get 50% of super built-up area with parking spaces and rest 50% goes to the Developer and its attorney.

SCHEDULE 'C'

General Specifications:

1. Foundation – R.C.C. foundation with Steel as per details of the Structural Consultant.
2. Structure – R.C.C. framed structure as per design and details of the Structural Consultants.
3. R.C.C. Work- Shall be in the ratio of 1:1.5:3 and 1:2:4 as per design and specification of the plan.

4. Brick Work- All brick work shall be of first class 1:5 cement mortar for 5" brick wall.

5. Door Frames – 4" x 2.5" soft Sal wood with one coat of primer.

6. Window Frames- Aluminium frames with glass panels.

7. Door Shutter- 32mm factory made flush door of water proof ply with one coat . Handle lock to be fitted in main entrance door. Bed room other doors shall have Aluminium Aldrops and tower bolts.

8. Flooring (a) Vitrified tiles inside the flat. (b) Kota stone in stair-case, lobby and corridor.

9. Kitchen- (a) Granite slab over cooking platform (b) Glazed ceramic tiles upto 2'0" height over wall in front of cooking slab (c) Steel kitchen sink.

10. Bathrooms- (a) Ceramic tiles up to 5'0" in bathroom walls (b) Hot & Cold water arrangement with PVC Pipes in all bathrooms (c) Under-ground pipe fittings (d) Basin & Pan will be of standard quality.

11. Electrical: Concealed wiring through PVC pipes and Electrical Switch Board fittings shall be of Anchor make or any standard quality with ISI marks.

12. Water Supply- 24 hours water supply arrangement from deep bore-well.

Bisnal Swarup 5/1/19

Vijay Swarup 5/1/19

SEAL OF REGISTRAR DARBHANGA

13. Extra- Intercom, TV & Telephone cable connections in every flat.

14. CCTV Camera.

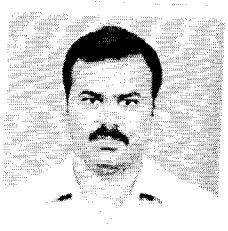
15. One Silent Generator.

16. One "5 Persons" Lift.

Note: Peripheral expenses like Electric connection, Emergency-supply of electricity through Generator and maintenance shall be borne by the Owner to the extent and rest by Prospective Buyers/Developer of their respective flat/flats.

Bimal Swaroop 5/1/19

Vijay Swaroop 5/1/19



Signature of the Owner

Bimal Swaroop

5/1/19

5/1/19

Signature of the Developer

Drafted By

Advocate

5/1/2019

Typed by
Rohit Roushan
Court Campus
Laheriasarai, Darbhanga

Dated-05-01-2019

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.	0/-	Amt.Paid By N.J Stamp Paper	Rs.	5000/-
Addl.Stamp duty paid under Municipal Act	Rs.	0/-	Amt.paid through Bank Challan	Rs.	427500/-

Registration Fee

FEE PAID

A1	0	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- 0

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

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 500

Registering Officer
Darbhanga

Date: 05/01/2019

Endorsement under section 52

Presented for registration at Registration Office, Darbhanga on Saturday, 05th January 2019 by Bimal Swaroop Late Jagat Narayan Prasad by profession Others. Status - Executant

Registering Officer
Darbhanga

Signature/L.T.I. of Presentant **Date:05/01/2019**

Bimal Swaroop
5/1/2019

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Rakesh Roshan' age '43' Sex 'M', 'Vijayeshwar Prasad ', resident of 'Ashok Nagar Road No 1 Kankarbagh Patna 20'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Darbhanga

Date : 05/01/2019

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Darbhanga in Book 1 Volume No. 4 on pages on 62 -79, for the year 2019 and stored in CD volume No. CD-1 year 2019 .The document no. is printed on the Front Page of the document.

SEAL OF REGISTRATION DARBHANGA

Registering Officer
Darbhanga

Date : 05/01/2019

Token No. : 239 Year : 2019 S.No. : 246 SCORE Ver.4.1 Deed No . :d No . : 249

SCANNED by