भारतीय गैर न्यायिक INDIA NON JUDICIAL



रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

बिहार BIHAR

Deed No. 6676

बिहार सरकार

जिला निबंधन कार्यालय, दरभंगा सदर

मुहाकन का सारांश

दिनांक 15/05/2018 को Rajiv Kumar द्वारा यह दस्तावेज, निबंधन हेतु उपस्थापित किया गया । इसमें रू0 372200 मुद्रांक शुल्क तथा रू0 21250 निबंधन तथा अन्य शुल्क का भुगतान किया गया । दस्तावेज ग्राह्य पाया गया । जिन लेखकारियों 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 6676 के रूप में पुस्तक सं0 1 की जिल्द सं0 85 के पृष्ठ सं0 31 से 38 तक CD 13 में आज निबंधित एवं कुल 8 पृष्ठों में संधारित किया गया ।

दिनांक 15/05/2018

मणीन्द्र नाथ झा
निबंधन पदाधिकारी

मुहाकन नं. 6781 / 2018

DEVELOPMENT AGREEMRNT

This Development Agreement made and entered in to at Darbhanga on 10 th Day of May -2018

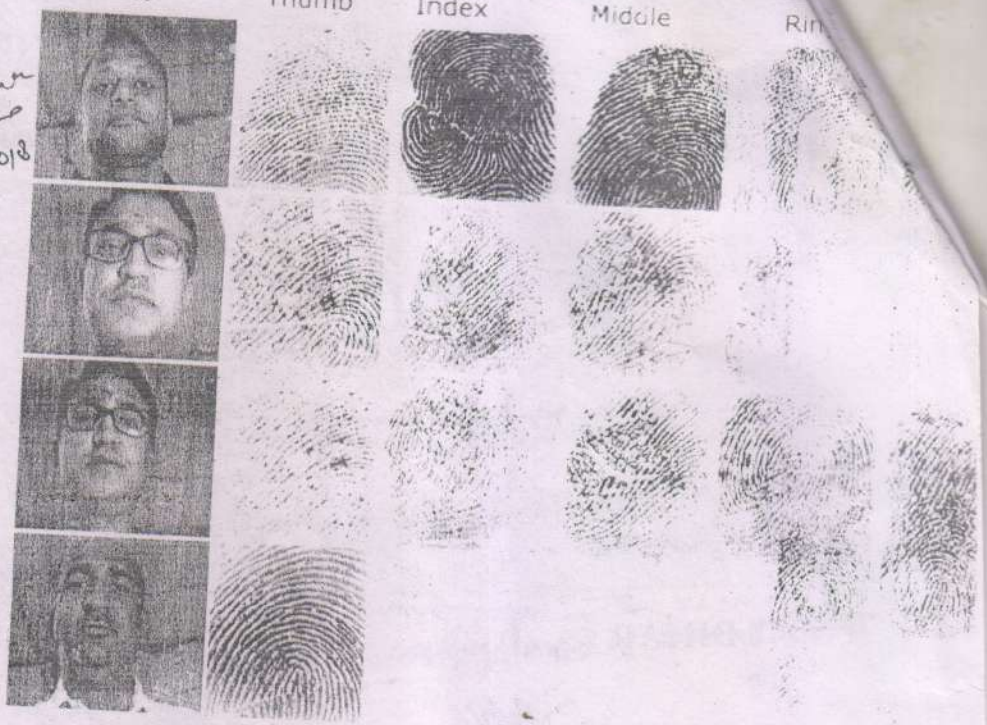
BETWEEN

Mr Rajiv Kumar age about 47years S/O Late Arun Kumar, resident of Mohalla:- Club Road, Muzaffarpur At present Mohalla-Rahamganj, Naka No:-6,P.S & P.O:- Laheriasarai, Distt:-Darbhanga-846003"Owner"(Which term of expression shall unless,deemed to include their heirs,executors, administrators, representatives and assignee thereof)of One Part

Pan No:-ASPPS5355R,Mob No:9122702203

...n Number 6781 Reg. Year 2018 Serial Number 6830 Deed N...

PresType	Name	Photo	Thumb	Index	Middle	Rin...
Claimant	Rinku Kumar Jha (Director)					
Sig.	Rinku Kumar Jha 15/05/2018					
Presented By	Rajiv Kumar					
Sig.	Rajiv Kumar D. 15.5.2018					
...ecutant	Rajiv Kumar					
Sig.	Rajiv Kumar D. 15.5.2018					
Identified By	Manish Kumar					
Sig.	Manish Kumar 15/05/2018					



SCORE Ver.4.0 Powered by IL&FS Technologies Ltd. Biometric Captured By 1300sop020

SEAL OF REGISTRAR DARBHANGA

Rajiv Kumar D. 10.5.2018

14-5-2018

15-5-018

AND

Tejaswi Infraatech Pvt.Ltd.A company Registered Under Companies act and having its Registered Office at :-Kripanath Road(Sindhi Tola)Near MMTM College,Lalbagh,Darbhanga-846004Through one of its Director Mr.Rinku Kumar Jha S/O Late Dr Gopi Nath Jha age about 43 years Herein after referred to as "Developer"(Which Expression shall Unless to the consent otherwise require deem to include their respective successors And promoted Assigns)of other part, Mobile no:-8757883333 And PAN No :-AAECT4212A GRN-BHR201805040840M/9-5-2018 And-BHR201805046154M / 14-5-2018

Whereas The Owners Have A Piece of Land for Commercial purpose for an area of approx 6935 sq.ft.(16 Decimal)approx on Commercial Branch Road at a Consideration Value of Rs 1,85,60,000/- (Rupees One Crore Eighty Five Lakh Sixty Thousand Only)Situated at Mohalla-Bakerganj,Thana No:-488,Tauzi No:-3332,P.S.& P.O.:- Laheriasarai,Distt:-Darbhanga fully described in Schedule-"A "attached herewith, Ward NO:-41 (NEW)

And whereas the grand father (Maternal) namely Ramdeo Prasad and his father namely Jeewach Sah acquired the land under Schedule-A through registered Sale deed no-8832 dt-27.11.1937 respectively which ultimately came to the land owner by private partition in the family on the basis of which his name has been mutated in the revenue records of the state of Bihar through mutation case no-3229 of 2015/16 and he is paying rent to the State of Bihar and getting rent receipt under Jamabandi no-1052(Bakerganj).

AND

Tejaswi Infraatech Pvt.Ltd.A company Registered Under Companies act and having its Registered Office at :-Kripanath Road(Sindhi Tola)Near MMTM College,Lalbagh,Darbhanga-846004Through one of its Director Mr.Rinku Kumar Jha S/O Late Dr Gopi Nath Jha age about 43 years Herein after referred to as "Developer"(Which Expression shall Unless to the consent otherwise require deem to include their respective successors And promoted Assigns)of other part, Mobile no:-8757883333 And PAN No :-AAECT4212A GRN-BHR201805040840M/9-5-2018 And-BHR201805046154M / 14-5-2018

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And whereas the grand father (Maternal) namely Ramdeo Prasad and his father namely Jeewach Sah acquired the land under Schedule-A through registered Sale deed no-8832 dt-27.11.1937 respectively which ultimately came to the land owner by private partition in the family on the basis of which his name has been mutated in the revenue records of the state of Bihar through mutation case no-3229 of 2015/16 and he is paying rent to the State of Bihar and getting rent receipt under Jamabandi no-1052(Bakerganj).

And whereas The land Owner wanted to construct a commercial building over Schedule-A property in the name & Style of " Tejaswi"s Sitayan Shopping Mall" and for this purpose after getting the Map approved ,started the construction work of the project but due to some unavoidable reason the land owner was not capable and as such did not complete the project and therefore he approached the builder to complete the project on his cost and as such both the parties agreed on the following terms and conditions to complete the project by the builder.

Now this deed witnesses the parties and is hereby agreed and declared by and between the parties here to as follows:-

1. The Land owner has already got approval of the Map of the building from the competent authority and he has also completed the foundation work of the building and if any type of issue arises in future due to foundation work builder will not be responsible and liable at all.

2. As agreed between both the parties 51 % share will be of land owner in shape of built up area and 49 % share to the builder in shape of built up area. The 51 % of the total super built up area in the shape of Mall, Car parking space on pro Rate basis in the said commercial building to be constructed by the builder at his own cost/Recourses.

3. And as per terms and conditions agreed, the builder has to pay Rupees Thirty Five Lakh to the land owner against the foundation construction and some pillars up to roof level of ground floor area. Out of which the builder has already paid Rupees Five Lakh to the land

Witness:- Sanjeev Sonawala S/o Late Arun Kr. Sonawala
Ratan Sarai, L. Sarai, Darbhanga

owner by NEFT and the Rupees Six Lakh will be paid by the builder within one month of execution of this agreement and balance amount of Rupees Twenty Four lakh will be paid within six month from the registration of This Development Agreement.

4. If the developers default in payment of any on the due date, builder have to pay 24 % interest on amount due.

5. Currently Map is approved for Ground and two floors by the competent authority but in future any extension is proposed for more than ground and two floors, the builders has got full right to construct and complete the building and share division between land owner and the builder will be same as agreed in the ratio of 51 % share of built up area to the land owner and 49 % area to the builder.

6. If any dispute with respect to title and possession etc.of Schedule-A land arises in future and the project work is hampered, in that case the land owner will be held responsible and liable and then in that situation he will have to refund all the expenses borne by the builder with interest of 24 % per annum within 30 days of notice period.

7.Both the parties have agree that in front of the mall and adjacent of Main Road ,Bakerganj,Laheriasarai 25 feet * 38 feet (25 feet North to South And 38 feet area East to West)under Schedule-A land will be exclusively for parking space which will be in the joint ownership of the land owner and the builder .But in future on the mutual consent of the parties the builder will develop the said land in that case the share division between the land owner and the builder will be the same as agreed earlier in this agreement.

8. The developer is being given in full possession of the property to utilize it to develop the land by raising multistory commercial building.

SEAL OF REGISTRAR DARBHANGA

The land owner shall at no point of time try to disposes the developer from the property so long as the developer confines himself to the agreement reached in the present instrument.

9. The land owner has full right, title and possession on the land detailed below and hereby covenants that the said premises are free from all prior charges, encumbrances, lien, attachments and any other liabilities and there is no litigation or notice or requisition or acquisition pending in respect of the land.

10. The developer shall act as an independent developer in constructing the said building over the said land and shall keep the owner indemnified from and against all third parties claims arising out of any act or relating to the construction of the said building. The defuse building materials shall be used by the developer as per his convenience.

11. The developer shall have full right to allot, to construct, to execute agreement to sale, lease deed, Sale deed etc. to the parties for his share of built up area as agreed between the owner and builder.

12. The developer may and shall be entitled to raise loans and advances against the proposed construction on land from any nationalized banks/private banks for which owner shall have no objection.

13. The jewelry shop namely Kanak Mandir belonging to the land owner on the ground floor is remaining as usual in the share and possession of the land owner out of his own share.

14. And whereas it also agreed between the parties that project completion time will be three years.

15. The builder will not and cannot allot any jeweler shop to any other jewelers on the ground floor. However other than ground floor the builder is fully entitled to allot part of his share to any jewelers.

16. The owner shall have equal right and corresponding benefits towards his above mentioned share as developer such as the right to sell, rent, book, mortgage etc.

17. In case of any dispute between the owner and the builder relating to this agreement of interpretation of this presents, it shall be decided by arbitration in accordance with relevant provisions of Indian Arbitration Act only of Darbhanga Jurisdiction.

18. Both the parties have executed this agreement with sound mind and sound health and read over this agreement which is true and correct.

Schedule-A

Description of the land/Property

Municipal Khesra	Area
28660 , 28661	03 katha 13 Dhur (16 Decimal)
28662 ,28663	
28800 .28801,28802,	
28803,28804,28805	

Boundry:-

North:- Branch Road South:-Nathuni Teli

East:- Self Seller West:-Matuki Sonar/Gali

Situated at Mohalla –Bakerganj,P.S:-Laheriasarai,Sub Registration office,Distt:- Darbhanga





Signature of Builder

Signature of Owner

Drafted by me
Ram Narayan singh
L.No.-26/98
Darbhanga



...e under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian ...ct, 1899, Schedule I or I-A, No. '05'. Also admissible under section 26(a) of the B. T. Act.

...mp duty paid under Indian Stamp Act	Rs. 372200/-	Amt.Paid By N.J Stamp Paper	Rs. 5000/-
...dl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 388450/-

...egistration Fee

FEE PAID	A1	20000	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-		21000

LLR + Proc Fee		Service Charge
LLR	0	
Proc.Fee	0	250
Total	0	

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 21250

Registering Officer
Darbhanga

Date: 15/05/2018

Endorsement under section 52

Presented for registration at Registration Office, Darbhanga on Monday, 14th May 2018 by Rajiv Kumar Late Arun Kumar by profession Agriculture. Status - Executant

Rajiv Kumar
15.5.2018

Signature/L.T.I. of Presentant **Date:15/05/2018**

Registering Officer
Darbhanga

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Manish Kumar' age '42' Sex 'M', 'Late Jagdish Prasad', resident of 'Present Address - Bangali Tola, Ps - Laheriasarai, Darbhanga'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Darbhanga

Date : 15/05/2018

Endorsement of Certificate of Registration under section 60

...egistered at Registration Office Darbhanga in Book 1 Volume No. 85 on pages on 31 -38, for the year 2018 and stored in CD volume No. CD-13 year 2018 .The document no. is printed on the Front Page of the document.

SEAL OF REGISTRAR DARBHANGA

Registering Officer
Darbhanga

Date : 15/05/2018

Token No. : 6781 Year : 2018 S.No. : 6830 SCORE Ver.4.1 Deed No . :d No . : 6676

SCANNED by

(1) Mutually agreed share of 50%-50% - Both parties

(2) apart from above law lord will have to give one 3 BHK flat to the builder as his share

(2)