Serial No. 7152 Circle:-Darbhanga Urban



बिहार BIHAR

Deed No. A 226122

Serial No. 7152

मुद्रांक जमा

बिहार सरकार

प्रभारी लिपिक

जिला निबंधन कार्यालय, दरभंगा सदर

पृष्ठांकन का सारांश

दिनांक 20/05/2019 को Bipin Kumar द्वारा यह दस्तावेज निबंधन हेतु उपस्थापित किया गया। दरभंगा सदर स्थित मुद्रांक शुल्क का भुगतान किया गया। दस्तावेज प्राप्त किया गया। निबंधन शुल्क एवं प्रतिलिपि शुल्क रु 7092 का भुगतान किया गया। दस्तावेज में वर्णित पक्षगणकर्ता के अंगूठा/उंगलियों के निशान पहचानकर्ता की समक्ष इसका निष्पादन स्वीकार किया गया। दस्तावेज रु 7092 का रूप में पुस्तक सं0 1 की जिल्द सं0 92 के पृष्ठ सं0 96 से 102 पर हस्तलिखित/टंकित अभिलेखित किया गया। दस्तावेज के साथ कुल 07 पृष्ठों का शपथ पत्र नथा।

CD 14 आज निबंधित पत्र कुल 07 पृष्ठों का शपथ पत्र नथा।

प्रभारी जीव लिपिक

DEVELOPMENT AGREEMENT //2019

दिनांक– 20/05/2019

This Development Agreement made and entered into at Darbhanga on 11th day of April-2019

BETWEEN

Mr Bipin Kumar S/O Late Maheshwar Lal Sahu aged about 45 years, resident of Mohalla:-Madarpur,P.O:-Lalbagh,P.S:-Laheriasarai,Distt:-Darbhanga(Bihar)"Land Owner"

(Which terms of expression shall unless deemed to include his heirs, executors, administrators, representatives and assignees thereof) of "ONE PART"

Mobile No:-9612684176, PAN:-AAIHB5053L(HUF)

AND

1

दस्तावेज में वर्णित भू-संपत्ति का मूल्य वर्तमान में प्रचलित Market के अनुरूप है तथा इस पर प्रभार मुद्रांक निबंधन एवं अन्य शुल्क सही-सही चुकाया गया है।

Bipin Kumar Executed deed 33.69 decimal Area 11.04.2019

Token Number 5476 | eg. Year 2019 | Serial Number | Deed Number

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Tesjaswi Infratech Pvt Ltd Direcor						
Sig.	Rinku Kumar Jha 11/4/2019						
Presented By	Bipin Kumar						
Sig.	11/4/2019						
Executant	Bipin Kumar						
Sig.	11/4/2019						
Identified By	Ashwani Kumar Jha						
Sig.	11-04-2019						

REGISTERED SEAL DARBHANGA

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

Bipin Kumar
11.04.2019



"Tejaswi Infraatech Pvt. Ltd",A company registered under companies act 1956 having its registered office at Kripanath Road (Sindhi Tola), Near MMTM College, P.O:-Lalbagh, P.S:-LNMU Campus,Distt:-Darbhanga-846004 through one of its Director Mr Rinku Kumar Jha S/O Late Dr.Gopi Nath Jha, aged about 44 yrs wherein after referred to as a "Developer" which expression shall unless to the context otherwise deemed to include their representatives, successors, and promoters assigness of 'OTHER PART" GRN No. BHR 2019020514655M/6.2.2019 SBI Darbhanga
Mobile No:-8757883333, PAN:-AAECT4212A

Whereas the land owner has a piece of vacate land for Residential and Commercial purposes having an area of (33.69 Decimal)on Residential Branch Road Mohalla Rahaganj (Madarpur) Bankers Colony, Kheraj Jalkar Bankar, Ward NO.-28 P.S-Laheriasarai, Dist.- Darbhanga Jamabandi No.- 1924 in the name of Land owner Mr. Bipin Kumar at a consideration value of Rs 2,07,54000/=(Rupees Two Crore Seven Lakh Fifty Four Thousand Only) fully detailed under "Schedule-A" described at the foot of this agreement.

The land under Schedule-A come with the family of the land owner through T.S.No:-324 of 1921 from the court of Subordinate Judge, Darbhanga and thereafter by private partition vide Eqirarnama yaddast dt.23/03/2006 between the two brothers, the land in question came in exclusive share and possession of the land owner Mr Bipin Kumar.

And whereas the "Land Owner" shows his intention to develop his aforesaid property publically and after communicating to the knowledge of aforesaid intention of land owner the builder /developer approached to the land owner to develop the land and to construct multistory commercial /Residential building/apartment on the said land mentioned in Schedule-A.on its own costs and resources to which the Developer agrees.

NOW THIS DEED WITNESS THE PARTIES AND IS HEREBY AGREE AND DECLARE BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1.The developer will construct a boundary wall (if there is no wall) at its own cost on the said property so as to exactly measure the land and to clearly demarcate all boundaries.

2.The owner and the Developer has agreed to share the built up area of the Residential and commercial building in the ratio of 50 % (Fifty percent) each equally. After mutual consent besides the ratio of 50 % each the developer will get 891 sq.ft. built up area extra in which the owner will have got no objection whatsoever. The Share of the land owner has been fully described in "Schedule-B" and the Share of the Developer is fully described in "Schedule-C" at the foot of this agreement.

3.The developer agrees to deliver and give possession to the land owner as per ratio mentioned in column no:-02 aforesaid out of the built up area in the shape of Flat/Shop/Car parking space on pro rata basis of the said building constructed by the developer out of its own costs and resources.

4.For the development of land and construction of the building thereon ,the Developer will obtain necessary permissions, sanctions and approvals from the competent authority out of his own costs.

5.Building Plan is already approved by the Municipal Commissioner, Darbhanga Municipal Corporation, Darbhanga

6.The Land owner will give full possession and free hand for the land under Schedule-A to the Developer to utilize and to construct and raise multistoryed building thereon and the Land owner at no point of time will try to dispossess or disturb the Developer in doing so.

7.The Land owner has full right, title and possession over the land detailed below and hereby covenant that the said land are free from all prior charges, encumbrances, liens, attachments and from any other liabilities. Further there is no litigation or notice or requisition of acquisition in respect of the said land under Schedule-A.

8.The Land owner will pay the entire outstanding dues payable in respect of the land, electricity bill, water bill, property tax and other charges if any up to the date of granting the land to the developer. After granting and delivering possession of the land to the developer, he will borne all expenses whatsoever.

9.As the owner will receive the full consideration value of the property by way of share in built up area and he will at no time demand any consideration value /amount and will have no interest and any right in dealing with the share of the developer.

10.This agreement will not ever be deemed as a partnership deed or any sort between the parties hereto.

11.It will take about 4 years time after approval of Map and other required NOC from the concerned authorities to complete the construction of both the shares that is Land Owner And Developer. If any time is lost to the developer which is beyond its control such as Force Majeure, Fire, Tempest or any other inevitable causes of accident, strike, lockout, any incident etc. then so much time shall be further added to the completion of the project. If the developer will not complete the project within stipulated time he will be liable to pay compensation to the land owner one percent of total estimated cost.

12.The Developer shall act as an independent Developer in constructing the said building over the said land and shall keep the indemnified from and against all third parties claims arising out of any act or omissions against the Developer relating to the construction of the said building. The defused materials if any shall be used by the developer in its convenience.

13.The owner shall have to become member of the association of persons if any formed by the developer under the rules and regulations of the society. He shall be entered and to use common facilities in the building on the usual terms & conditions applicable for such utilization.

14.The developer shall have full right and title to construct the building, to allot the flat ,to execute agreement to sale ,to execute lease deed, to execute absolute sale deed, mortgage,, etc.and to admit the same before the sub registration office or in any other office as the case may be whatever may be necessary to transfer the

flat/shop etc. of its share as agreed between the "Land Owner and the "Developer" in which the land owner will not enter fare in any way in doing so.

15.The Developer may and will be entitled to to raise loans/advances against the proposed construction on the land under Schedule-A, from any Bank or from any other financial institutions but repayment of the same will be paid by the developer only.

16.The land owner will be solely and exclusively entitled to his share as agreed between the land owner and the developer through this Development agreement and he will have absolute right and interest in which the developer will not enter fare in any way.

17.The owner will have also equal right and title for the above mentioned share as of Developer that is to book, absolute sale deed, lease deed ,agreement to sale ,mortgage, etc. as per his choice and convenience.

18.Name of the Building will be known as Tejaswi"s Shree Maheshwar Complex (Block-A),
Urmila Apartment(Block-B), Divyanshu Apartment (Block-C) starts from South to North

19.In case of any dispute between the land owner and the developer relating to this agreement or interpretation of this agreement for any legal purpose the centre of jurisdiction will be at Darbhanga only.

20.Both the parties have executed in to this Development Agreement with sound mind and health and without the pressure and fear, etc. from any side.

SCHEDULE-'A'

KHESRA NO	KHATA NO.	AREA
459	982 (O)	14725 sq.ft.(33.69 Decimal)

BOUNDRY:-

West :-Mr Binod Kumar East :-Private Road/Brij Bihari Prasad

North :-Smt Manju Kumari South :-Govt.Road

Situated at Mohalla- Rahamganj (Maulaganj), Kheraj Jalkar Bankar, Bankers Colony

Ward No:-28,P.O:-Lalbagh,P.S:-Laheriasarai,Distt:-Darbhanga (Bihar) Branch Road

Thana No 458/509

Bijai Kumar 11.04.19

SEAL OF REGISTRY DARBHANGA

SCHEDULE-'B'

Land owner share

Block	Floor	Flat No
Shree Maheshwar Complex(Block-A)	Ground Floor	Fully Constructed Area of Ground Floor
Shree Maheshwar Complex(Block-A)	Second Floor	Fully Constructed Area of Second Floor
Urmila Apartment (Block-B)	Ground Floor	Flat No-G-1
Urmila Apartment (Block-B)	First Floor	Flat No-101/102/103/104
Urmila Apartment (Block-B)	Second Floor	Flat No-201/202/203/204
Urmila Apartment (Block-B)	Third Floor	Flat No-301/302/303/304

Bipin [signature] 11/04/2019



SCHEDULE-'C'

Builder/Developer share

Block	Floor	Flat No
Shree Maheshwar Complex(Block-A)	First Floor	Fully Constructed Area of First Floor
Shree Maheshwar Complex(Block-A)	Third Floor	Fully Constructed Area of Third Floor
Divyanshu Apartment (Block-C)	Ground Floor	Flat No-G-1
Divyanshu Apartment (Block-C)	First Floor	Flat No-101/102/103/104
Divyanshu Apartment (Block-C)	Second Floor	Flat No-201/202/203/204
Divyanshu Apartment (Block-C)	Third Floor	Flat No-301/302/303/304

Drafted by
Ram Nakayan Singh
L.No-26198 Dakhbar

Signature of Builder



FOR TEJASWI INFRAATECH (P) LTD.

[signature] 11/4/2019 DIRECTOR

Signature Of Land Owner

Bipin [signature] 11.04.2019

[signature]

SRI G. REGIMT LARBHANGA

Endorsement of Certificate of Admissibility

ssible under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian mp 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. 415080/-	Amt.Paid By N.J Stamp Paper	Rs. 5000/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 430330/-

Registration 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	0	J1	0	K2	0	Na	0
	B	0	H1a	0	J2	0	Li	0		
									TOTAL-	20000

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

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 20250

Registering Offi
Darbhar

Date: 11/04/2019

Endorsement under section 52

Presented for registration at Registration Office, Darbhanga on Thursday, 11th April 2019 by Bipin Kumar Late Mahesh Lal Sahu by profession Agriculture. Status - Executant

Bipin Kumar
11/04/2019

Registering Offi
Darbha

Signature/L.T.I. of Presentant **Date:11/04/2019**

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Ashwani Kumar Jha' age '35' Sex 'M', 'Beni Madhav Jha', resident of 'Vill Madarpur, Ps Laheriasarai, Darbhanga'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Offi
Darbha

Date: 11/04/2019

Endorsement of Certificate of Registration under section 60

Registered at Registration Office, Darbhanga Sadar in Book 1 Volume No. 68 on pages on 591 -598, for the ye 2016 and stored in CD volume No. CD-11 year 2016 .The Document no. is printed on the Front Page of t document.

SEAL OF REGISTRA

Registering Offi
Darbhanga Sad

Token Date:: 20/05/2019 **Year : 2019 S.No. :** **SCORE Ver.4.1** **Deed No . :sp;. : 7092**

SCORE Ver.4.8

SCANNED
by