GOVT. OF BIHAR
Department Of Prohibition, Excise & Registration.
District Score, Muzaffarpur.
COURT FEE
AUTHORIZATION NO: 4885
INDIA
00000
365572
बिहार JUDICIAL
BIHAR
Zero-Zero-Zero-Zero-Zero-Zero-Four

GOVT. OF BIHAR
Department Of Prohibition, Excise & Registration.
District Score, Muzaffarpur.
COURT FEE
AUTHORIZATION NO: 4885
INDIA
00000
365572
बिहार JUDICIAL
BIHAR
Zero-Zero-Zero-Zero-Zero-Zero-Four

Case No. 6764/2018-19

Number date of order	Order and Signature of Officer	Note of action taken on order with date
1	2	3

4016

22/11/18

2.8.18 श्री/श्रीमति [illegible] शेखर के सौमित्र शेखर के सहारे शेखर

पिता/पति [illegible]

नि0 [illegible] थाना [illegible]

अंचल ..... जिला [illegible] ने

निम्नांकित वर्णित भूमि का नियम – उप नियम (1) के अन्तर्गत भूमि के दाखिल खारिज हेतु आवेदन दिया है।

भूमि का विवरण

राजस्व ग्राम मय थाना नं0	खाता	खेसरा	रकबा
[illegible] 333	189	10	0.02.975
		11	0.15
		12	0.11
			0.28.975

आवेदन पत्र की एक प्रति राजस्व कर्मचारी को जाँच हेतु दें। राजस्व कर्मचारी को आदेश दिया जाता है कि अपना जाँच प्रतिवेदन अंचल निरीक्षक के माध्यम से प्रस्तुत करे। साथ ही साथ प्रपत्र XI एवं प्रपत्र XII के अन्तर्गत नियम – 5 उप नियम (2) आम सूचना एवं विनिर्दिष्ट सूचना निर्गत करें। अभिलेख दिनांक ..... को उपस्थापित करें।

अंचल अधिकारी
मुशहरी

1.8.18 अभिलेख उपस्थापित। बिहार भूमि दाखिल खारिज नियमावली – 2012 की प्रपत्र XI एवं प्रपत्र XII के अन्तर्गत नियम–5 उप नियम (2) के द्वारा निर्गत सूचना का तामिला प्राप्त। तामिला प्रतिवेदनानुसार किसी भी व्यक्तियों के द्वारा आपत्ति नहीं दी गई है। हल्का कर्मचारी का जाँच प्रतिवेदन अंचल निरीक्षक के माध्यम से प्राप्त। प्रतिवेदनानुसार आवेदित भूमि रैयती खाते की है। भूमि बिहार सरकार, भूदान, भू–हदबन्दी एवं गैरमलरुआ, मठ–मन्दिर धार्मिक स्थल से मुक्त है। भूमि आवेदक के दखल कब्जा में है। भूमि [illegible]

लगान वसूली के हित में दाखिल खारिज की स्वीकृति दी जा सकती है। आवेदित भूमि बिहार सरकार के अन्तर्गत निबंधित है।

हल्का कर्मचारी/अंचल निरीक्षक के जाँच प्रतिवेदन के आधार पर आवेदित भूमि के दाखिल खारिज की [illegible] इस शर्त पर दी जाती है कि भविष्य में किसी भी तरह से किसी पक्षकार या सरकार को स्वत्व या हित प्रभावित हुआ तो इसे स्वतः रद्द समझा जायेगा। यह दाखिल खारिज सिर्फ सरकार के राजस्व संग्रहण के हित में किया गया है।

हल्का कर्मचारी को आदेश दिया जाता है कि शुद्धि पत्रानुसार जमाबन्दी सुधार करें तथा जमाबन्दी सुधारकर कार्यालय को संसूचित करें। कार्यवाहक सहायक को आदेश दिया जाता है कि कैफियत कॉलम में ज0सं0 अंकित करे या शुद्धि पत्र पर अंकित जमाबन्दी संख्या के साथ जिला अभिलेखागार को ससमय भेज दें। तदनुरूप वाद की कारवाई समाप्त समझी जायेगी।

संस्थापित एवं संशोधित

अंचल अधिकारी
मुशहरी

अंचल अधिकारी
मुशहरी

S & S Construction
Santosh [illegible]
Partner

प्रतिलिपि तैयार किया
[illegible]
प्रतिलिपि [illegible] 22/11/18

तुलना किया
[illegible] 22.11.18
तुलना सहायक

प्रतिलिपि प्रमाणित किया
[illegible]
22/11/18
[illegible]

Scanned with CamScanner

सरकार में निहित स्टेटों के अभिधारियों (रैयतों) का नामांतरण दाखिल खारिज रजिस्टर/खतियान पुस्तिका-मक्का

जिला-मुजफ्फरपुर अनुमण्ड-पूर्वी सर्किल/अंचल-मुशहरी हल्का 02 इस्टेट का नाम-बिहार सरकार

क्र० सं०	पंजी 27 में नामांतरण केश सं०	गाँव	थाना और थाना नं०	नामांतरण से सम्बद्ध अभिभूति की संख्या	नामांतरण मंजूर करने वाले प्राधिकार और आदेश की तारीख	नामांतरण किस कारण से होना है बिक्री, दान, विनिमय, उत्तराधिकार या बंटवारा हुआ है?	नामांतरण से प्रभावित विनियम का पूरा ब्यौरा	कर्मचारी द्वारा हल्का पंजी किस तारीख को शुद्ध की गई?	अभियुक्ति
1	2	3	4	5	6	7	8	9	10
	6764 3/018-19	मक्कापट्टी उत्तरी	सदर 223	189 205 मार्फा मार्फत	अ० अ० मुशहरी	उत्तराधिकार	श्रीमती [illegible] की [illegible] [illegible] [illegible]

GOVT. OF BIHAR
Department Of Prohibition,
Excise & Registration.
District Score, Muzaffarpur.
COURT FEE
AUTHORIZATION NO: 4865

00000
Rs. 0000004
365572
INDIA

बिहार
JUDICIAL
BIHAR
5173 11920798

प्रपत्र XIII

(देखें नियम-5 उप नियम-(9), (10) एवं (11))

दाखिल -खारिज के लिए कर्मचारी एवं अंचल निरीक्षक से जाँच प्रतिवेदन का प्रपत्र

दाखिल-खारिज वाद संख्या.....वर्ष 2018-19.....राजस्व ग्राम [illegible] राजस्व थाना संख्या 333 हल्का संख्या 02 अंचल [illegible] जिला [illegible] अन्तर्गत कुल रकवा.....सम्पूर्ण होल्डिंग या उसका भाग [illegible] भूमि के हित अर्जन की ढंग [illegible]

दस्तावेज संख्या एवं तिथि.....

(दाखिल-खारिज के पूर्व जमाबन्दी के ब्यौरे)

जमाबंदी सं०/खाता संख्या	जमाबन्दी रैयत का नाम एवं पूरा पता	भूमि का ब्यौरा			लगान	कर्मचारी एवं अंचल-निरीक्षक का प्रतिवेदन
		खेसरा संख्या	भूमि का रकवा	चौहद्दी		
189/205	अर्जुन पाण्डेय पिता- ब्रह्मदेव पाण्डेय	10 11 12	0-28.975	[illegible]	2.15	अंचल अधिकारी महाशय, प्रस्तावित भूमि रैयती खाता की है। भूमि भूदान, भू-हदबन्दी गैरमजरूआ एवं बिहार सरकार खास, मठ-मन्दिर धार्मिक स्थल के मुक्त है। जमाबंदी आवेदक गण के मृत पिता के नाम से कायम है। पिता के मृत्यु पश्चात आवेदक गण अपने नाम नामान्तरण हेतु आवेदन दिया है। जमीन हस्तगत में है। अतः राजस्व वसूली हेतु नामान्तरण की स्वीकृति दी जा सकती है।
दाखिल-खारिज के उपरान्त जमाबन्दी के ब्यौरे						
		शुन्य				
नयी जमाबन्दी के ब्यौरे						
189	शशांक शेखर का सौमित्र शेखर का बाहर्ष शेखर पिता- स्व० अर्जुन पाण्डेय नि०- जैतपुर कॉलनी माहीपुर जिला- मुजफ्फरपुर	10 11 12	0-02.975 0-15 0-11 0-28.975	[illegible]	10.00	

S & S Construction
Santosh [illegible] Partner

प्रतिलिपि प्रमाणित किया
[illegible]
प्रधान लिपिक
अंचल मुशहरी, म०

प्रतिलिपि तैयार किया
[illegible]
प्रतिलिपि पहाड़ी 22/11/18

तुलना किया
[illegible] 22/11/18
तुलना पहाड़ी

4016

4)00 22/11/18



12)00

16)00 सोलह बजाए

22/11/18

22/11/18

अंचल अधिकारी
[illegible]

Scanned with CamScanner

Sol. XIV—F. No. 180V.

वि० ग० प्रेस, गया। 55

एसीड मालगुजारी। फरद मालकी/फरद रैयती। 189

नाम सर्कल। नाम मौजा मय नाम रैयत मय वल्दियत जमाबन्दी 205

थाना वो थाना नम्बर। वो सकुनत नम्बर।

V

मुशम्मी मस्तोपी बेतल | अर्जुन पांडेय पता: ब्रह्मदेव पांडेय 74 855841

अराजी नगदी 332 अराजी भावली तफसील हिसाब लगान भावली।

0.28.975	डी०	Y	X

जोत का सालाना मांग मय तफसील (बकाया वो हाल) मौजूदा साल का।

मांग बाबत 2011-12	सालाना	बकाया: तीन वर्ष से ज्यादा।	३रा वर्ष।	२रा वर्ष।	१ला वर्ष।	हाल
माल- (नगदी)	2.15				2.15	2.15
मुआरी (भावली)	0.55				0.55	0.55
सेस ...	1.10				1.10	1.10
स्कूल ...	1.10				1.10	1.10
मुसाफरकाह ...	0.60				0.60	0.60
मीजान	5.50				5.50	5.50

= 11.00

तफसील अदायकारी।

अदायकारी बाबत 2011-12	बकाया: तीन वर्ष से ज्यादा।	३रा वर्ष।	२रा वर्ष।	१ला वर्ष।	मोताबल हाल।	फाजिल
माल- (नगदी)				2.15	2.15	
मुआरी (भावली)				0.55	0.55	
सेस				1.10	1.10	
स्कूल				1.10	1.10	
मुसाफरकाह				0.60	0.60	
मीजान अदायकारी				5.50	5.50	= 11.00

(१) मौजा [illegible] (अपना वो) — 2011 [illegible]

(२) नाम [illegible] — [illegible]

(३) कुल [illegible] — Y

[illegible] की तारीख अगला तफसील [illegible]

[illegible] मालगुजारी पर [illegible] पर जिन पर कि सर्टिफिकेट [illegible] नहीं किया जाता है।

10/9/11

S & S Construction

Santosh [illegible]

Partner

LAND POSSESSION CERTIFICATE

Place ~~1032~~
Date 1032

Certified that Sri अर्जुन पाण्डेय
S/o स्व० ब्रह्म देव पाण्डेय of Village माड़ीपुर
P.O. पुरान डाकघर District मुंगेर whose signature is attested below, owns exclusively ..... acres of agricultural cultivating land under his possession as per land schedule given below. The revenue of the land under reference has been paid up to the year 200 .....

LAND SCHEDULE

Mauza & Thana No	Tauzi No	Khata No.	Khesra No.	Area AC	Area D	BOUNDARY N	BOUNDARY S	BOUNDARY E	BOUNDARY D
मझौली खेतल 333	189/205	189	10, 11, 12	0	29 डी० या 12760 वर्ग		जलाल 189/205 बनाम अर्जुन पाण्डेय S/o ब्रह्म देव पाण्डेय		
			TOTAL						

अं० अ० / अं० अ० मुंगेर

महाशय - प्रस्तावित भूमि का जमाबन्दी आवेदक के नाम पर दर्ज है लगान वर्ष 2011-12 तक भुक्तान है। आवेदक के दखल कब्जा में है।

13/XIII
13/XIII

Signature of the land owner

Signature of Circle Officer

S & S Construction

Santosh

Partner

Above signature / attested

Office Seal

Scanned with CamScanner

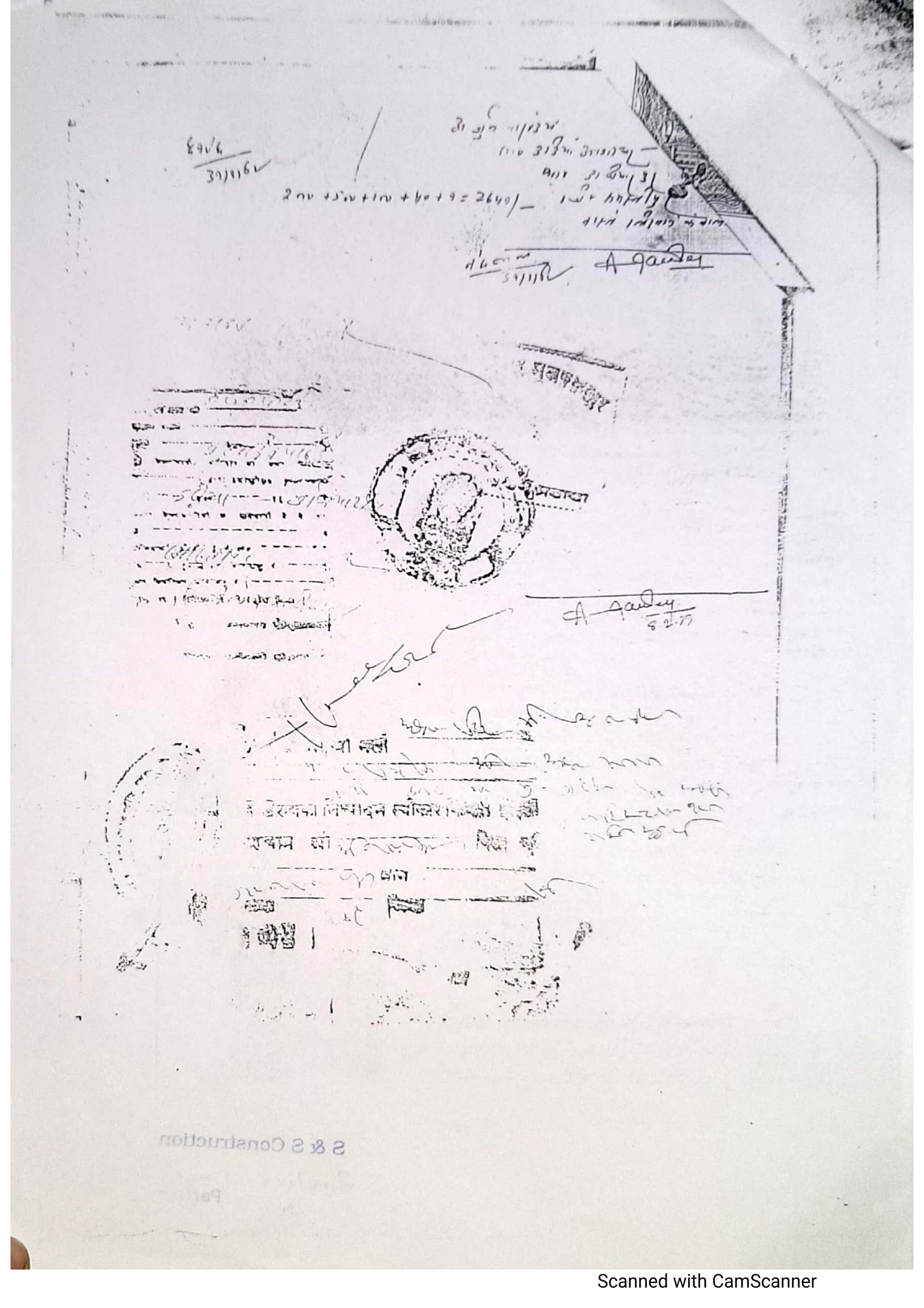
2000Rs.



S & S Construction

Partner

Scanned with CamScanner



Scanned with CamScanner

2

500Rs.

INDIA NON JUDICIAL

५००रु. Rs 500

भारत

पाँच सौ रुपया FIVE HUNDRED RUPEES

थाना उजियारपुर सब रजिस्ट्री मुसीफी वो जिला समस्तीपुर।

३ किसीम वसीका — केवाला ला कलामी।

४ हायदाद जरसमन — मो० ३२५००) बत्तीस हजार पाँच सौ रुपैया जिसका आधा मो० १६२५०) सोलह हजार दो सौ पचास रुपैया होता है। अ०र०

५ तफसील जायदाद — मवाजी ०.४० चालीस डीसमील पराजी कब्जा कास्त कायमी वाके मौजे मझौली खेतलपुगाना बिसारा थाना सदर सब रजिस्ट्री मुसीफी वो जिला मुजफ्फरपुर मो० ५६२६ हौजी अन्दर पट्टी बिहार स्टेट मालीक थाना नं० ३३३ अंचल मुशहरी। जो रणारा हिस्सा मोकीरा नं० ५ जिसको मन मोकीरा नं० ५ करीब करती है। अ०र०

S & S Construction

Santosh Kumar

Partner

Scanned with CamScanner

100Rs.

INDIA NON JUDICIAL

१००रु Rs 100

भारत

एक सौ रुपया ONE HUNDRED RUPEES

S & S Construction

Partner

Scanned with CamScanner



S & S Construction

Partner

Scanned with CamScanner

BIHAR

INDIA

NINE RUPEES

भारत

NINE RUPEES

S & S Construction

Part

Scanned with CamScanner

S & S Construction

Partner

Scanned with CamScanner

S & S Construction

Partner

Scanned with CamScanner

S & S Construction

Partner

Scanned with CamScanner

S & S Construction
Santosh
Partner

Scanned with CamScanner

S & S Construction

Partner

Scanned with CamScanner

104809 (9) 1 T.25980

बिहार सरकार
जिला निबंधन कार्यालय, मुजफ्फरपुर

दिनांक 11/10/2011 को श्री/श्रीमती अर्जुन पाण्डेय द्वारा यह दस्तावेज निबंधन हेतु उपस्थापित किया गया । इसमें रु० 174100/- मुद्रांक शुल्क एवं रु० 713/- 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 हैं । इसे दस्तावेज सं0 23122 के रूप में पुस्तक सं0 1 की जिल्द सं0 358 के पृष्ट सं0 1 से 20 तक CD 84 में आज निबंधित एवं कुल 20 पृष्टों में संधारित किया गया ।

ह०

राज कृष्ण झा

निबंधन पदाधिकारी

Date : 11/10/2011

13 11/10/2011 A Raquib 11/10

DEVELOPMENT AGREEMENT

This indenture of DEVELOPMENT AGREEMENT is
Made this 11th Day of OCTOBER 2011.

BETWEEN

Smt **Arjun Pandey** S/o- Late Brahmdeo Pandey, resident of Village-Darhia Asadhar, P.S-Ujiarpur, Distt. –Samastipur, Presently residing at Sanchayita Niwash, Jaintpur Colony, Mohalla Maripur, Town & Dist. Muzaffarpur-842001 hereinafter referred to as the owner, (Which expression, shall unless exclude by or repugnant to the context be deemed to include their assignees, executors administrators and successor in interest) of the **FIRST PART**. Age-60 yrs.

For S. & S. CONSTRUCTION
Sidharth Kumar 11/10/11
PARTNER

S & S Construction
Santosh ... 11/10
Partner

Rs 11/10

Serial No :
Token No : 25980

Deed No :
of 2011

Type & Status of Party	Name of Party	Photo	Thumb	Index	Middle	Ring	Little
In Favour of	Self & Each Others						

Signature of Party

Presented by Self — Arjun Pandey

11/10/11








Signature of Party

Executed by — Arjun Pandey

Arjun Pandey.
11/10/11

Signature of Party

Executed by — Sidharth Kumar








Sidharth Kumar
11/10/11

Signature of Party

Identifier — Surendra Paswan




ग्रा० सुरेन्द्र पासवान
पिता. स्व. रघु पासवान
11/10/11

Signature of Party

Scanned with CamScanner

AND

S& S Construction, having its office at Road No. 6, Rajiv Nagar, Patna-800024, P.O-Keshri Nagar, P.S-Rajiv Nagar, Distt.-Patna through its Managing partner **Sri sidharth Kumar** S/o-Sri Tripurari Sharan, resident of Road No.6, Rajeev Nagar, Patna-24, Po- Keshari Nagar, P.S.- Rajiv Nagar, Distt.-Patna, Bihar hereinafter called and referred to as the developers (Which expression shall excluded by or repugnant to context to the deemed to include his assigns successors in office and representatives) of the SECOND PART, Age - 50 Yrs.

WHEREAS the owners in seized and possessed of or otherwise was and is sufficiently entitled to the property which are situated in new Khata No.-189,R.S.P.10(P),11, and 12(p), old khata No.-36,R.S.P. No-5(P), Thana No.-333, Tauzi No.-5627, Mauza-Majhauli Khetal, Pargana-Bisara, P.S-Sadar, in the town of District of Muzaffarpur having measuring more or less 29 Decimals, is the purchased property of the land owner through a Registered Sale Deed from Abdul Ratif and Mohammad Safiq, Abdul Manan son of abdul Rahman, Md. Jaifan wife of Abdul Rahman, all are resident of Mohalla-Muzaffarpur, P.S. and District-Muzaffarpur, bearing Deed No-1894/1979 on 08.02.1979, which is Registered in the Office of the District Registrar Muzaffarpur, Since then he came in actual physical, possession over the land fully descried in Schedule no. 1 at the foot of this deed and mutated their name is State Sirista and paying rent to the State of Bihar to Circle Office, Muzaffarpur.

Whereas the developers have approached the landowners to develop the said property at their own whereas after due negotiations between the aforesaid parties have decided to take the said property for development and have assured and guaranteed the land owners to develop the said property without putting the landowners to any loss or any claim from anybody after execution of this agreement, on the following terms and conditions:

For S. & S. CONSTRUCTION
Sidharth Kumar
PARTNER

S & S Construction
Santosh Kumar
Partner

Scanned with CamScanner

NOW THESE PRESENT WITNESSETH AND IT IS HERBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. That the landowners hereby grant to the Developer and the Developer hereby accept from the landowners, the right to develop the said landed property, details of which are given in the SCHEDULE-1 hereunder written in the manner hereinafter appearing on the terms, conditions and stipulations hereinafter mentioned.
2. That the landowners will make the said land physically available to the Developer which is described in the SCHEDULE-1 blew on the date of the date of the singing of this agreement.
3. That the landowners have assured the developers that said land is free from any encumbrances and charges, nor there is any notification for acquisition of the said land, nor there is any known restriction in construction of building on the said land.
4. (a).That the developer will construct a multistoried building on the said land in a manner that the total Constructed Area of the said multistoried building will be and shall be calculated on the basis of sanctioned map/drawing by M.M.C or as per final constructed built-up area on site. The construction of the Building shall be at the cost and/or out of the finance arranged by the developer. The Developer will be hold/entitled 52% (Fifty Two Percent) of the total constructed area on landowner's plot (land) and as consideration of the same 48% (Forty Eight Percent) Constructed area sufficient parking spaces marked in the map of the total constructed area built on landowner's plot will be given to the landowners. Besides the aforesaid constructed portions all the remaining constructed or unobstructed Portion Road, Sahan, Passages, Stair case together with all such constructions for common use and for the facilities of supplying water, electricity etc. the developer and their nominees, allotted, transferees and assign as well as

For S. & S. CONSTRUCTION
PARTNER

S & S Construction
Partner

Scanned with CamScanner

5

the landowners and his/her/their heirs. allotted, transferees and assignees will have the right to use framed by the occupants of the entire premises.

(b).That it is hereby agreed that the delivery and possession of 48% (Forty Eight Percent) constructed area and sufficient parking space as stated above shall form or be deemed to form always adequate and just consideration for development right of the total land area aforesaid to be conveyed by the landowners to the organization of the proposed residents of the building to be constructed by the developer.

5. That neither the Developer shall have right to allot and transfer to anybody any portion of the premises allotted to the anybody any portion of their entitlement to 48% (Forty Eight Percent) in the building to be constructed by the developer on the said land nor the landowners shall any right to allot or transfer any portion of 52% (Fifty Two Percent) area entitlement of the Developer as agreed to be allotted to them, nor they will have any right to realize any amount or fund relating to the portions of each other in the said premises. Both of them will continue to hold right on their respective portions as stated above and they will have also rights to allot/sale/transfer their respective portions and allotments to the interested persons or bodies corporate or cooperative societies.

AND WHEREAS after the Registration of this Development Agreement in Registry Office, the Owner and Developer shall be entitled to sale or enter into agreement for sale or other agreement or mortgage their shares directly to its prospective buyers or any financial Institutions after approval of plan of the proposed building by M.M.C.

That after the completion of the construction of the building/project, the land owner and Developers/Promoters shall be absolute owners of

Arjun Pandey
11/10/11

S & S CONSTRUCTION
Siddharth Kumar
11/10/11
PARTNER

S & S Construction
Santosh Kumar
Partner

Scanned with CamScanner

their respective shares and they will be entitled to sell/transfer as per provisions of Bihar Apartment Ownership Act,2006 u/s 5(1) & 5(2) and others.

Besides, the landowners hereby authorizes the developer to do, if required, all acts, deeds matters, things, necessary in connection and in a legal manner and in particular:-

(a) To have the plans for the proposed building to be constructed on the said property prepared/amended in concerned with rules and regulations/requisitions of the concerned authorities and with the consent of the owners, with the application of approval, and sanction, and to do and sign all writing and undertakings as may be necessary in connection with the approval and sanction of such plan.

(b) To appoint architects, surveyors, engineers, contractors and other person or persons relating to development over the premises in question.

(c) To make application to the concerned authorities/corporation for obtaining for obtaining electrical/water/sewerage connection and permit or permits and to apply for and have quotas of cement, steel and other control building materials.

(d) To accept services of any writ, summons or other legal process or notice and to appear and represent the owner in any other statutory authorities in connection with the development of the said property and to commence or file suits, actions or other proceedings in any Court or before any Public officer or Tribunal relating to the development of the said Property or part or pats thereof and for any of purposes aforesaid to sign, execute, and deliver or file all necessary Vakalatnamas. Claims, Plaints, Order, Applications, affidavits, Petitions and other Documents, Paper and Writing to protect the interest of the landowner with regard to the said property.

(e) To appoint contractor, to construct the building or building thereon as per approved plan and enter into

Arjun Pandey 11/10/11

For S. & S. CONSTRUCTION 11/10/11 PARTNER

S & S Construction
Partner

Scanned with CamScanner

Agreement For Sale/Lease of their share in the said building to the extent of 52% (Fifty Two Percent) only of the saleable area subject to limitations notes above.

(f) To allot, to enter into Agreement For Sale with the prospective purchases for the said 52% (Fifty Two Percent) area only on ownership basis or other basis out of the said property flats/tenements etc. in the building constructed on the said land and appropriate to their own account the sale price in respect thereof and given possession to the landowner of 48%(Forty Eight Percent) area in shape of flats, parking spaces.

(g) The developer will have no right to mortgage the said property with bank and/or financial institution as security. to obtain project loan, working capital, short term loans in their names. And generally to do all acts, deeds and things necessary for developing the said property without prejudice to the right of the landowner, as settled between the parties.

(i) The Developer has agreed to start the said Project within five months from the date of agreement if M.M.C. has approved the said plan.

THE LANDOWNERS HEREBY DECLARES:

(h) That the area of the said property is 12,630Sq.feet (29 Decimal) as per records or as noted in SCHEDULE-1 below.

(ii) That in the above said property they have undisputable, free and fair title free from any encumbrances.

(iii) That the landowners have not created any encumbrances on the said property or on any part there of.

(iv) That no notices or notification for requisition or acquisition. Under the statues for the time being in force, has been received, served or issued affecting the said property or any part thereof and owner is

Ajum Pandey
11/10/11

For S. & S. CONSTRUCTION
Sidhanth Kumar
11/10/11
PARTNER

S & S Construction
Santosh
Partner

Scanned with CamScanner

entitled to develop and/ on cause to be developed the said entire property.

(v) That there are no statutory claims, demands, attachment or prohibitory order(s) made or issued by the Taxation Authorities, Revenue Authorities, Municipal Authorities or any Government or other local bodies or authorities concerning or affecting the said property or any part thereof.

(vi) That there are no attachments either before or after judgment and there are no claims, demands suits, decrees, injunctions, orders, lispendence, notice, insolvency notice, petion or adjudication order made or issued by at instance on any part there of.

(vii) That there is no subsisting agreement or arrangement in respect of the aforesaid property with any other developer or any person/persons.

(viii) That there is no notice or case pending before any court or before any Magistrate regarding said property, the developer shall be entitles to revoke this agreement and realize the expenses along with interest @ 18% (Eighteen percent) per annum from the landowners .

(ix) That expect the owners none else is entitled to or has any share, right, title and interest in the said property and the owners is not benamidar or trustee for any in respect of the said property.

(x) That there are no any dues against the said property before any Govt. Dept. or any local bodies.

6 WHEREAS the land owners hereby irrevocable under take not to sell, dispose of alienate with the possession of the said land or any part there of save and except putting the developers in possession thereof for the purpose of development pursuant to this agreement with the ultimate object as described above. But can negotiate for sale of his earmarked share like that 48%(Forty Eight percent) built-up area.

7 The development of the said property shall be and on account of the Developer and neither the landowner nor any other person or persons claiming

Arjun Poudyal 11/10/11

For S. & S. CONSTRUCTION Santosh Kumar Shrestha 11/10/11 PARTNER

S & S Construction
Santosh Kumar Shrestha
Partner

Scanned with CamScanner

through the landowner shall have any right in the development of the said property as per agreed Plan & Specification and as approved & sanctioned by M.M.C. and also in accordance with the specification mentioned in the SCHEDULE-II hereunder. The Developer shall develop and shall alone be liable and responsible to the Government, M.M.C and other concerned authorities for the development of the said property and shall alone be liable for the loss, if any, or for any arising from the development of the said property and shall indemnify and keep indemnified the owners and his estate against and in respect of all actions, proceedings, demands, claims, cost, charges, expenses, losses, damages, compensations and/or penalties or any sort or nature whatsoever the owner may be put to sustain or incur due to and/or arising out of or in connection with the development of the said property by the Developer or any other act, default or failure or breach of contract by the Developer or breach of any of statutory provisions, terms and conditions of the concerned authorities. All tax liabilities including Income Tax will be according to the respective share of the parties hereto.

8 It is hereby expressly declared by the owner that the entire land described in the SCHEDULE-I hereunder written is available for development and that the landowners shall help and sign the necessary papers required for getting the mutually agreed building plan approved by the concerned authorities and specifications to enable the Developer to carry on the development of the property hereunder without late or hindrance from any one and it is on the basis inter alias of the said declaration that the Developer has agreed to enter into this agreement and incur the obligations hereunder, but all at the cost and appropriate of the Developer.

Arjun Pandey
11/10/11

For S. & S. CONSTRUCTION
Siddarth Kumar
11/10/11
PARTNER

S & S Construction
Partner

Scanned with CamScanner

9 All the outgoings in respect of the said property from the date of signing of this agreement shall be borne and paid by the Developer who however, shall not be liable for any of the outgoings of the property relating to the period prior to such possession, which shall be liability of the landowners alone.

10 All out of pocket costs, Charges and expenses of and incidental of this Agreement including the stamp duty and registration charges on the hereunder provided, be borne by the allotted, and/or the transferees as case may be. Any other expenditure relating to the development will be borne by the Developer.

11 The Developer shall alone be entitled 10 recover or accept refund of any deposits made after this agreement with municipal authorities, collector, town planning authorities or with any Government or Semi Government bodies, tribunals, courts etc.

12 (i) That the Developer has agreed to completed the constructions and hand over possession of 48%(Forty Eight percent) of the built up area of this agreement within a period of Two Years Six months from the date of sanction of the proposed building plan from M.M.C and other Government Authority, however the landowner has granted to the Developer a grace period of 6(six) months for completing the construction aforesaid.

Any delay beyond this period up to a further period of 6 months shall attract a penalty of Rs.25,000 (Twenty Five Thousand) per month for a period of Twelve months. Which the Developer will be liable to pay to the landowners. If within this extended time limit also the Developer fails to complete the building, the agreement is liable to be revoked by the owners and the Developer shall forfeit all their interest/ Claims as mentioned in the Development

For S. & S. CONSTRUCTION
PARTNER

S & S Construction
Partner

Scanned with CamScanner

agreement and the unfinished constructions shall belong to the landowner and the Developer shall have no internet in the same nor any right clam any compensation from the landowner with ownership right of the said land getting transferred to the landowners.

(ii) The landowner knows that the minor deviation from the said sanctioned plan may take place within the parameters of bye-laws of M.M.C by which the areas, size of built up area may change/increase for which the landowner will make no objection if he is not put to any loss or disadvantage because of that, however the entire responsibility to face the consequences thereof shall be of the Developer.

13. That the landowners will have not right to put any obstruction in construction of the building, and will have right to see that the construction is going on accordingly.

14. That in future if any additional built up floor will be constructed the landowner will get 48% (Forty Eight percent) share to the new constructed built up area.

15. That the owner of the land in question agrees it upon will be vacated and handed over to the Developer, which would be the ESSENCE of this agreement.

16. That it has been mutually agreed upon between the parties that name of the building in question shall be SAI SANCHAY ENCLAVE.

17. The landowner will participate to elect a Secretary of the co-op society form after the completion of the building.

18. That in case of dispute and difference arising out of relating to this Development Agreement, the same

For S. & S. CONSTRUCTION
Sidharth Kumar
PARTNER

S & S Construction
Santosh
Partner

Scanned with CamScanner

shall be settled by reference of dispute or differences to the arbitrators appoint by both parties (one from each side and one mutually agreed common individual who shall chair the meetings) under the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended from time to time or move to the court of competent jurisdiction at Muzaffarpur.

19. That only courts of Muzaffarpur shall have the exclusive jurisdiction over all the matters of dispute arising in respect of and from this agreement.

20. That the developer may purchase or enter into development agreement for the land adjacent to the Schedule-1 land for the construction of multistoried building with amalgamation of the adjacent land and Schedule-1 land altogether and land owner/s will have no objection regarding the same in future.

SCHEDULE-I
(DETAILS OF THE PROPERTY)

Land measuring 29 Decimals equivalent to 12760 sq. ft. more or less subject to actual measurement bearing New Khata No.-189, R.S.P No-5, Thana No.-333, Tauzi No-5627, Mauza-Majhauli Khetai, Pargana-Bisara, P.S.-Sadar, in the district/sub-registrar, Muzaffarpur, and Bounded as follows-

NORTH:- Phudeo Narain Singh& Chandeshwar Pd. Sukla

SOUTH:- Khata N.H. and Kulanand Thakur and other.

EAST:- Road and Deo Bachan.

WEST:- Sushil Kumar Singh.

For S. & S. CONSTRUCTION
Partner

S & S Construction
Partner

The Total market value of above land is Rs. 87,00,000/. (Rupees Eighty Seven Lakhs) Only.

Arjun Pandey

SDHEDULE -II

STANDARD SPECIFICATION OF BUILDING STRUCTURE:

R.C.C. Structure and walls with brick work in Cement mortal as per standard design and specification.

SUPER STRUCTURE: R.C.C. Frame Structure.
ROOF SLABS:- R.C.C. Frame Structure.
INTERNAL WALLS FINISH
Sand, Cement Plaster (In General) and Wall Putty.

EXTRANAL WALLS FINSH:

All External wall shall be Finished with Wall putty, coating of Prime & Weather coat.

Wooden/ Aluminum Fully glazed windows painted with two coat of enamel paints on a coat of primer:

DOORS:

(a) Door Chaukhat with Sakhua wood.
(b) 32 mm thick commercial water proof Flush doors with phenol bounded and solid core with all necessary fitting and two costs of synthetic enamel paints on a coat of primer.

for S. & S. CONSTRUCTION
PARTNER

FLOORING:

S & S Construction
Partner

Scanned with CamScanner

Vitrified Titles.

BATHROOM

(a) Internal Fitting of PPR of supreme.

(b) External Fitting of SWR of supreme.

(c) All Fitting are make of ESSCO.

(d) Wall Tiles up to Seven feet's heights.

KITCHEN

Black Granite Platform in 'L' Shape (1st corner to last corner).

STAIR CASE & COMMON PLACE

Marble flooring & Wall finished with wall Putty& painted.

LIFT

Make lf lable Company with drive (Sharp Motor)

GENERATOR

20 K.V.A or more make of Mahendra/Kirloshar.

TRANSFORMER

200 K.V.A.

S & S Construction

Partner

Scanned with CamScanner

15

IN WIHTNESSES WHEREOF, the parties have executed this deed of development agreement in duplicate on the day month and year first mentioned above it.

WITHNESSES:-

1. ग० नरेन्द्र सिंह
पीता स्व० महसूदन सिंह
ग्रा० भगवान पुर
थाना - सदर
जिला मुजफ्फरपुर
11.10.11

2. ग० महादेव प्रसाद सिन्हा
पिता - स्व० बद्रीनारायण सिन्हा
ग्राम - परेड़ा बुजुर्ग
पो० - परेड़ा समराज
थाना + जिला - वैशाली
11.10.11

3. ग० अनिल कुमार श्रीवास्तव
पिता स्व० रामचन्द्र प्रसाद
ग्राम - पकड़ी कुस्मार्डल
थाना - सदर
जिला - मुजफ्फरपुर
11.10.11

Arjun Pandey
11/10/11

Signature of Land the owner.

For S. & S. CONSTRUCTION
Sidharth Kumar
11/10/11
PARTNER

Signatures of the Developer

For S. & S. CONSTRUCTION
Sidharth Kumar
PARTNER

S & S Construction
Santosh [illegible]
Partner

Scanned with CamScanner

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. 174100 *Amt. paid by N.J. Stamp Paper -* Rs. 0
Addl. Stamp duty paid under Municipal Act Rs. *Amt. paid through Bank Challan -* Rs. 174813

FEE PAID			Registration Fee				LLR + Process Fee		Service Charge
	A1	0 C	0 H1b	0 Ka1	0 Lii	0	LLR	0	
	A8	0 D	0 H2	0 K1b	0 Liii	0	Proc. Fee	0	400
	A9	0 DD	0 I	0 K1c	0 Mb	0	Total-	0	
	A10	0 E	250 J1	0 K2	0 Na	63			
	B	0 H1a	0 J2	0 Li	0				
					TOTAL-	313			

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. 713

Date : 11/10/2011

Registering Officer
Muzaffarpur Sadar

Endorsement under section 52

Presented for registration at Registration Office, Muzaffarpur Sadar on Tuesday, 11th October 2011 by Shri/Smt. Arjun Pandey s/w of Brahmdeo Pandey by profession Agriculture. Status - Executant

Signature / L.T.I. of Presentant *Date . 11/10/2011*

Registering Officer
Muzaffarpur Sadar

Endorsement under section 58

Execution is admitted by those executants and identified by the person (identified by Surendra Paswan age 35 Sex M son/daughter of Raghu Paswan resident of At+Ps-Ahiyapur,Muz.) whose names, photographs, fingerprints and signatures are affixed as such on back page / pages of the instrument.

Date .

Registering Officer
Muzaffarpur Sadar

Endorsement of Certificate of Registration under section 60

Registered in Book 1 of DSRO/ SRO Muzaffarpur having 20 pages, in the volume CD-84 and document no. of which is printed on the First Page of the document.

Date : 11/10/2011

Registering Officer
Muzaffarpur Sadar

Token No. 25980 Year - 2011 Sl.No. 25830 SCORE Ver. 2.0 Deed No. 23122 NIC-Bihar

S & S Construction

Partner

Scanned with CamScanner