

Serial No. 13711

Deed No. 13466



Govt. of Bihar
District Registry Office, Muzaffarpur
Summary of Enforcement

This document was presented for registration on 30/08/2017 by Ratna Singh
A stamp duty of Rs. 665960/- and other fees of Rs. 22400/- has been paid in it.

The document was found admissible. The names, photographs and fingerprints and
executants, and their identifier, who have admitted execution before me, are affixed
page.

The document has been registered as deed no. 13466 in Book No. 1, Volume No. 196 of
17 to 41 and has been preserved in total 25 pages in C.D. No. 307 Year 2017



बिहार सरकार

Signature with Date
(Nilesh Kumar)

Date: 01/09/2017

Token No. 14193/2017

Registering Officer, Muzaffarpur

For, PUSHPANJALI INFRAHOMES LLP

DESIGNATED PARTNER

DEVELOPMENT AGREEMENT FOR DEVELOPMENT OF LAND

This indenture is made and executed this the 25th day of the month of August in the
Christian era of two thousand seventeen.

Smt. Ratna Singh, wife of Late Badri Narayan Singh, resident of Mauza -Sheikhpur,
Akharaghat, Thana - Ahiyapur, Dist. Muzaffarpur, hereinafter called and jointly
referred to as the "OWNER" (which expressions shall unless it be repugnant to the
context or meaning thereto mean and include their respective heirs administrators,
executors, assignees, legal representatives and successors in interest) of the FIRST
PART: Mob.No- 9204261564.



AND

20/8/17
बिनाम कृष्ण

20/8/17
लिखित

4-11-17
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District Registry Office, Muzaffarpur

Deed Number

Token Number 14193

Reg. Year 2017

Serial Number 13711

PresType

Name

Claimant Dharam Nath Shah
(Partner)

Sig.

धर्मनाथसाह
30/08/17

Presented Ratna Singh
By

Sig.

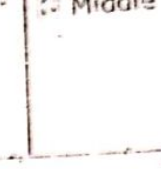
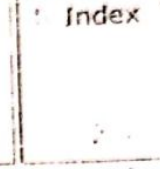
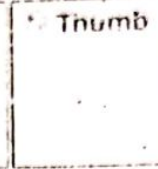
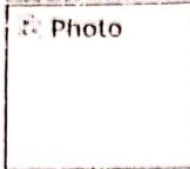
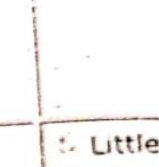
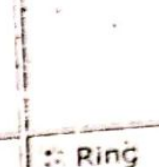
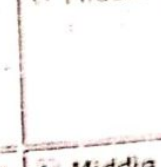
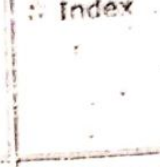
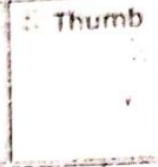
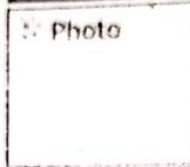
Executant Ratna Singh

Sig.

Identified Sajal Kumar

By Sajal Kumar

Sig. S/o Late Sri Badli Singh
30/08/2017



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धर्मनाथसाह
30/08/2017

Pushpanjali Infrahomes LLP, a limited liability partnership firm, registration No. AAJ-2412, PAN NO. AAUFP0628F, having its office at F-33, Pushpanjali Complex, Boring Road, Patna - 800 013, through its Designated Partner Sri Dharam Nath Shah, son of ^{Sri} Late Hiralal Shah, resident of Jagdishpuri Lane No. 2, Mithanpura, Muzaffarpur, - 842002 hereinafter called and referred to as the "DEVELOPER" (which expression shall unless it be repugnant to the context or meaning thereof means and includes its administrators, legal representatives, nominee(s), assignees and successor in interest) of the SECOND PART:

Whereas at present the party of the first part is absolute owner of all that piece and parcel of ancestral land measuring about 13.407 katthas equivalent to. 23597 sft. more or less situated and lying at Sheikhpur Panchayat presently Akharaghat in the town and district of Muzaffarpur bearing Parts of Plot No. 669, 672 & 675, Khata No. 177, Mauza - Sheikhpur, Thana No. 668, Jamabandi No. 4000/1302, present Police Station - Ahiyapur, Anchal - Musahri, Town & Distt.: Muzaffarpur, and under the jurisdiction of sub registrar, sadar registry office, Muzaffarpur.

Whereas out of total land of 13.407 katthas equivalent to. 23597 sft. more or less, the landowner shall give for development from west to east, 11 katthas 8 dhur and 2 dhurkies equivalent to 20077 sft more and less situated and lying at Sheikhpur Panchayat presently Akharaghat in the town and district of Muzaffarpur bearing Parts of Plot No. 669, 672 & 675, Khata No. 177, Mauza - Sheikhpur, Thana No. 668, Jamabandi No. 4000/1302, present Police Station - Ahiyapur, Anchal - Musahri, Town & Distt.: Muzaffarpur, and under the jurisdiction of sub registrar, sadar registry office, Muzaffarpur and bounded as follows and hereinafter referred to as the "the land".

North : Arun Kumar Singh

South : Lal Babu Singh

East : Own Land of Landowner

West : Muzaffarpur Sitamarhi Road

Whereas Late Badri Narayan Singh got some land in his share from ancestral land belonging to their family vide family partition suit case no. 54/1957 in the court of Additional Sub Judge II, Muzaffarpur titled Tara Singh vs. Mosmaat Ramkali Devi &

For PUSHPANJALI INFRAHOMES LLP

DESIGNATED PARTNER

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Witness - Santosh Kumar
S/o Late Sri Badri Narayan Singh
Vill - CL. V. D. N. P. S. Ahiyapur Distt - Muzaffarpur

पुख्तापनमा) दस्तावेज श्री...
 वक्ता/पति...
 ने निष्पादित किया है, ऐसा अभियंता है या नहीं इसकी जांच
 करने के लिए इसके द्वारा भारतीय रजिस्ट्रार अधिनियम
 16, 1908 की धारा 38 उपधारा (2) एवं धारा 33 उपधारा
 (3) के अधिन श्री...
 के नाम कमिशन जारी किया जाता है।

निबंधन पदाधिकारी
 मुजफ्फरपुर
 31.8.2017

आज दिनांक 31.8.2017 के पूरक/अग्रहण -
 श्री...
 वक्ता/पति... के निवास स्थान
 पर पहुंचकर लेख के निष्पादन की जांच की। इनकी पहचान
 श्री...
 पिता/पति...
 निवासी...
 ने मेरे सताप के अनुरूप की है। उक्त श्री...
 ने मकारा कि यह दस्तावेज उन्होंने निष्पादित किया है।
 31.8.2017
 कमिशनर लि



ETF No. 52
 30.8.2017

सही हस्ताक्षर 31-8-2017



ETF No. 53
 30.8.2017



S/o - Sajal Kumar
 S/o Late Sri Badri Narayan Singh
 31/08/2017

whom they have one son namely Arun Kumar Singh. Smt. Lakshmi Devi Darshan died in 1958 after which Late Badri Narayan Singh married Smt. Ratna Singh from whom they have Two sons namely 1. Sri Santosh Kumar 2. Sri Sajal Kumar and one daughter namely Smt. Madhumita Singh.

Whereas after marriage with second wife Smt. Ratna Singh, Late Badri Narayan Singh in the year 1975 distributed the land which he received in his share of ancestral land between himself and Sri Arun Kumar Singh (son from his first wife Smt. Lakshmi Devi Darshan alias Lakshmi Devi) vide mutual family distribution to avoid family disputes and to maintain harmony among family members. The share of land which Sri Arun Kumar Singh received from Late Badri Narayan Singh as his part of ancestral land from mutual family distribution was up to his full satisfaction.

Whereas after family distribution with his son Arun Kumar Singh, Late Badri Narayan Singh Gifted some portion of land to his wife Smt. Ratna Singh vide Registered Gift Deeds in the year 1990, referred to as land mentioned above and the land put under development by Smt. Ratna Singh with the above mentioned developer.

Whereas Smt. Ratna Singh has two sons namely 1. Sri Santosh Kumar, son of Late Badri Narayan Singh & Smt. Ratna Singh 2.. Sri Sajal Kumar, son of Late Badri Narayan Singh & Smt. Ratna Singh and one daughter Smt. Madhumita Singh, daughter of Late Badri Narayan Singh and Smt. Ratna Singh.

Whereas Smt. Ratna Singh is old now and suffering from cancer. After her death, her share in constructed area shall be equally distributed between her two sons as her legal heir. Her daughter Smt. Madhumita Singh is married and does not want any share in the land and in the constructed area and she willfully surrenders and relinquishes her right in the land if any and/or share in the constructed area among her brothers. An affidavit from Smt. Madhumita Singh declaring her relinquishment of her right and share in land and constructed area forms a part of this development agreement. Sri Santosh Kumar, Sri Sajal Kumar and Smt. Madhumita Singh shall sign as witness in this registered development agreement.

And whereas the owner is interested in getting multistoried residential cum commercial building complex developed and constructed through a reputed developer on the scheduled land and to acquire commercial and residential built up

For, PUSHPANJALI INFRAHOMES LLP

- Gagan Kumar

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Dist - Muradshahr
P.S. - Akhaura

witness

area in the shape of flats, shops, offices and parking spaces as consideration in exchange for the full and final value of the scheduled land and was in search of a reputed developer who could develop the aforesaid land on the reasonable terms and conditions as per the norms of Muzaffarpur Municipal Corporation/ Muzaffarpur Regional Development Authority/Panchayat .

AND WHEREAS after rounds of meetings between the said land owner along with her family members and legal heirs and the said developer the aforesaid developer offered to construct at its own cost residential cum commercial multi storied building/s on the owner's land and to give to the owner 41 % area out of total area to be constructed on owner's land with all fittings and fixtures herein referred to as the "owner area" in full, final and adequate consideration for the value of 59 % of the aforesaid undivided impartible land which will be conveyed by the owner in favor of developer and it's nominee or nominees including a co-operative society.

AND WHEREAS the above ratio of 41 % constructed area in land owner share and 59 % constructed area in developers share has been calculated on an estimated construction of 75000 sft area in total on the aforesaid land. If the plan for the building is sanctioned by authority for an area more then 75000 sft then the area falling in owner share will increase proportionately and in case if the plan for the building is sanctioned by authority for an area less then 75000 sft then the area falling in owner share will decrease proportionately.

AND WHEREAS land owner and developers shall share the commercial area in the ratio 50 % each. The excess area received by the landowner in commercial area in proportion to 41 % shall be adjusted in the residential area falling in their share.

AND WHEREAS the owner will not put any objection to this indenture or hindrance in the course of construction or thereafter if the developer enters in to development of other lands lying adjacent to land of owner and amalgamate such lands to form a single piece of large land

NOW THIS DEVELOPMENT AGREEMENT RECORDS, IN BRIEF, THE TERMS AND CONDITION FINALISED BETWEEN THE TWO PARTS FOR THE AFORESAID PURPOSE:

For, PUSHPANJALI INFRAHOMES LLP
Gagan Kumar
 DESIGNATED PARTNER

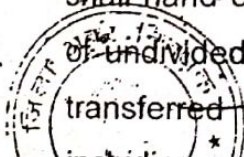
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1. The owner above named have agreed to appoint the aforesaid developer as the exclusive developer of the scheduled land and grant to the developer, who hereby accept from the owner the right to develop the land more fully detailed in the schedule hereunder written in the manner and on the terms, conditions and stipulations hereinafter appearing. The developer shall name the complex as " Pushpanjali Ratna Complex ".

2. Immediately after the execution of this indenture, the developer essentially shall proceed expeditiously with all preliminary works relating to development of land like soil testing, measurement etc. and preparation of the proposed building/s plans for the building/s to be constructed on the said land at its own cost. The owner shall extend their full co-operation to the developer in this regard. The developer shall also be allowed to put up Suitable signboards and hoardings on the land for advertisement of the project.

3. The owner shall give possession of the land free from all encumbrances along with existing structures if any, along with payment of up to date rent of the land, municipal tax, electric bill, land duly mutated in her name and clearing any outstanding dues of any kind of any body pertaining to the said land, if any to the developer within one month from the date of receiving a written notice or verbal request in this regard from the developer, expressing its readiness and willingness to take such possession.

4. The developer shall get the plans of the proposed building/s prepared by an architect and put up for sanction before the M.M.C/M.R.D./Panchayat in the names of the owner or the developer . The developer shall obtain the sanctioned plan of the said building on behalf of the land owner or himself from MRDA/M.M.C and other authorities if any, and shall start the construction of the building and on completion of the construction (within prescribed period as per terms and condition hereinafter) the developer shall hand over to owner, the owner's area as consideration for the value of undivided and imposable 41 % of the aforesaid developed land to be transferred by the owner to the developer or its nominee/nominees



For, PUSHPANJALI INFRAHOMES LLP

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DESIGNATED PARTNER


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allot/enter in to agreement for sale in respect of the developer area to its prospective buyers who intends to purchase/acquire shops, offices, flats and parking space to be constructed on the scheduled land. After completion of the owner area in habitable condition with electricity and water as per prescribed specification with all fixture and fittings, the developer will inform the owner regarding its completion and to take the possession of her area after signing the possession letter and thereafter the developer will hand over keys and physical possession of the owner area in all respect to the owner.

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5. The owner will also sign all such papers as they may be required to sign, being the lawful owner of the property, in connection with the submission and sanction of the plan of the proposed building before the appropriate authorities under the law.
6. The parties have agreed and undertake that simultaneously with execution of this indenture, she shall execute and give Power of Attorney in favour of the Developer or its nominees, which shall be registered (if required) ; so that no hindrance or obstruction be caused to the developer and there by giving to the developer authority to have and enjoy the peaceful possession of the said land and in doing all such acts deeds and for things that may be necessary for the development, planning, construction and sale of their constructed area comprising of shops, offices, flats and parking spaces on the said land including getting/obtaining loan from any financial institution for themselves or for their individual prospective buyers and also to enable the developer to transfer his right, title and interest of 59 % of the said land and constructed area falling in its share, which shall be deemed to be an adequate consideration for conveyance of right, title and interest of the 59. % impartible undivided share in the land of the owner.



For, PUSH PANJALI INFRA HOMES LLP

DESIGNATED PARTNER

7. The owner shall be entitled to get 41 % area in form of shops, offices, flats and 41 % parking space out of the total constructed/built up area as per the specification detailed in ANNEXURE - 1 of this agreement, hence in future the owner will have no claim whatsoever on said 59 % share falling in the share of the developer. Likewise the developer shall be entitled to get 59 % of the total constructed /built up area and 59 % share in parking area and hence in future shall have no claim on the said share of 41 % falling in part of owner.

8. It is further agreed and undertaken by the developer and the owner that both of them shall have full right/title/ownership/interest over their respective area referred to above allotted to them as their respective share out of the total built up area including all common area. Both of them shall be fully entitled to enjoy the above built up area either themselves individually or collectively or shall be fully entitled to gift, mortgage, lease, rent, sell, transfer, convey, grant, otherwise alienate or transfer their interest in any manner deemed fit by them to any person, association of persons, firms, companies, body corporate, co-operative society, Government agency etc on such terms and conditions as may be decided by them individually or collectively. Both the parts shall be entitled to realize the sale proceed of their respective share in the constructed area and retain the same for their own use.

9. The developer undertakes that from the date of sanction of the plan, by the Muzaffarpur Municipal Corporation/Muzaffarpur Regional Development Authority/Panchayat or from the date of receiving physical possession of land free from all encumbrances from landowner, whichever is later, they will complete the entire construction work within a period of 4 years with a grace period of six months. If any time is lost during the period of construction due to fire, tempest, or other inevitable natural or national calamities, which effects the construction work and site, which have been normally included under force majeure and in which in no way involvement of developer is noticed, this period will be treated as extra grace time which will not be included in time as mentioned above. If the developer completes the construction before the scheduled time, the work will be

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For, PUSHPANJALI INFRA HOMES LLP
DESIGNATED PARTNER

treated as complete and the owner will have to take the possession of their respective area as per the terms of this agreement.

10. That however if the construction of building is stopped or disturbed on account or due to government policies or decision of the Govt. authorities for no fault of the developer, the developer shall make all efforts to get such order of stay vacated by complying with the legal requirement, if any, and the period for which the stay remains in operation, disturbing or stopping the work of construction, such period will not be taken into account while calculating the aforesaid period of 4 years and grace period of six months for the purpose of completion of the entire building by the developer.

11. The developer shall be free to do all acts, deeds, and things required for the development, its completion and thereafter marketing relating thereto at the developer's own cost and expenses. The developer shall be entitled to arrange individual loan from the financial institutions for its prospective allottee /buyers and the developer can also take project finance for expediting the project on developer's area only keeping the owner indemnified against the liability of repayment of any loan taken by the developer. The owner will have to sign all the necessary legal/statutory documents for this purpose without compromising with their rights and interest under this agreement. In short, whatever loan is taken by the developer for development of whole project will be repaid by the developer and not the owner.

12. The developer shall be entitled to develop the aforesaid land by constructing thereon one or more buildings comprising of shops, offices, flats and parking spaces and other tenements in accordance with the sanctioned building plans and to allot his area to be constructed on the scheduled land, layout and location to such person the developer in its discretion thinks fit and to receive and realize the prices in respect of the allotment and sale of such tenements, shops, offices, flats and parking spaces and to appropriate the same and to transfer, as and when the said land is developed or part or parts thereof from time to time to one or even

For PUSHPANJALI INFRA HOMES LLP

DESIGNATED PARTNER

more co-operative society or bodies corporate of the purchasers of tenements and for the purpose aforementioned. The developer will have right to sell or allot only 59 % of the constructed area falling in its share and likewise the owner will have right to sell only 41 % of the constructed area falling in her share.

13. That the developer shall act as an independent developer in constructing the said buildings over the scheduled land and shall keep the owner indemnified from and against all third parties claims arising out on any act or omission against the development in or relating to construction of the said buildings.

The owner hereby authorize the developer to do, if required to wards development of land, all acts, deeds, matter, things and in particular subject to other provisions of this agreement.

- (i) To have the plans of the proposed building/buildings to be constructed on the aforesaid land prepared/amended in accordance with rules and regulations of the concerned competent authorities and to do and sign all writings and undertaking as may be necessary in connection with the approval and sanction of such amendments.
- (ii) To appoint architects, surveyors, engineers and contractors and other person or persons.
- (iii) To make application to the concerned authorities for obtaining electrical connections and permits or quotas for cement, steel and any other controlled building materials.
- (iv) To enter into agreements for sale of or otherwise allot shops, offices, flats, tenements and parking spaces in the aforesaid building/buildings to the purchaser in respect of the developer's area as per terms & conditions mentioned above.



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For, PUSHPANJALI INFRA HOMES LLP
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DESIGNATED PARTNER

- (v) To transfer the developer area or part or parts thereof from time to time to one or more proposed co-operative societies or bodies corporate or association of persons to be formed by the purchaser of shops, offices, flats parking spaces and tenements in the aforesaid building.
- (vi) To give on ownership basis or any other basis the developer's area in the buildings to be constructed on the aforesaid land and to receive and appropriate the sale proceeds to their own account for its own use.
- (vii) For any transactions of the developer with its allottee and buyers, the landowner shall not be held responsible for settlement of any claims if arising due to such transactions and similarly for any transactions of the owner with their allottee and buyers, the developer shall not be held responsible for settlement of any claims if arising due to such transactions.

And generally to do all the acts deeds and things for developing the said property as mentioned in this agreement.

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14. Whenever required by the developer or the owner, both the parties shall join as the confirming party in any agreement that the developer or owner may enter into with any person or persons or persons who desires to acquire shops, offices, flats or portions in the building on ownership basis in their respective areas. They shall receive all amounts receivable under such agreement for sale of their respective portion respectively for their own use.
15. The developer shall be entitled to get the old building and structure demolished at its own cost and shall be solely entitled to receive all the materials of demolished building and structures and shall be at liberty to dispose the same and receive the sale proceeds for its own use towards cost of demolishing of the old building and structures.

For, PUSHPANJALI INFRAHOMES LLP
DESIGNATED PARTNER

16. Upon completion of the development works or before subject to the terms and conditions contained herein as may be desired by developer, the owner shall make and execute in favour of the developers or their nominee(s) said as buyers including co-operative housing society or association or persons or a body corporate, a proper conveyance or such other deeds in writing as the developer may deem necessary for assuring or perfecting the title of the developer and their nominees to the aforesaid developed land for developer's area only.

17. On completion of the owner's area the owner shall execute or join in the execution of all documents necessary for giving the shops, offices, flats and parking space to buyers on developer's part in respect of legal title to their respective area including their undivided proportionate share and rights in the developed land.

18. The owner here by declares:-

(a) That the area of the aforesaid land given for development is 11.50 katthas equivalent to about 20240 sft.

(b) That the land is freehold and the owner has title to the same free from all encumbrances.

(c) That the said land is in her exclusive possession with absolute right, title and interest and the same is free from any encumbrances, debts, liens, charges and attachments and in marketable condition and the owner has not created any encumbrances on the said property or any part thereof by way of sale, mortgage, exchange, trust, assessment, gift, right, lien, leave license, permission, possession charge inheritance or any other encumbrance whatsoever.

(d) That no notice for acquisition or acquisitions under the statutes for the time being enforced, has been received, served or issued affecting the said land or any part thereof and are entitled to develop and cause to be developed the said entire land.

For, PUSHPANJALI INFRAHOMES LLP

DESIGNATED PARTNER

- (e) That there is no notice or order passed by the Muzaffarpur Regional Development Authority, Muzaffarpur Municipal Corporation or any other body or authority for set back or other acquisition of what so ever nature by the municipality or other body or authority concerning or affecting the said prosperity or any part thereof.
- (f) That there are no statutory claims, demands, attachments or prohibitory orders made or issued by the taxation authorities, banks, revenue authorities, municipal authorities or any government or order local bodies or authorities concerning or affecting the said property or any part.
- (g) That there are no attachments either before or after judgment and there are no claims, demands, decrees, injunctions, orders impendence, notices, insolvency notice, petitions or adjudication orders made or issued by or at the instance of any part thereof.
- (h) That apart from the owner none else is entitled to or has any share, right, title, or interest in the said property or any part thereof either as partner or any partnership or coparcener in any joint family or otherwise and that the owner are not benamidar or trustee for one in respect of the joint family or any nucleus thereof.
19. That owner hereby undertake not to sell dispose, alienate the said property or any part thereof save and except putting the developer in possession thereof for the purpose of development pursuant to this agreement with the ultimate object of granting conveying and transferring the property as developed and aforesaid proportions to the developer and the owner or person/s nominated by the developer and the owner including a society or societies an incorporated body or limited company as herein above stated and further undertake not to do any , act deed, matter or thing as shall be in contravention of the declarations made by them in the present clauses.



For, RUSHPANJALI INFRAHOMES LLP

DESIGNATED PARTNER

20. In any event the owner without prejudice to foregoing declarations agree and undertake to clear all outstanding doubts or defects, at their own cost and keep the developer indemnified against any loss to the effect.
21. That the owner shall surrender all the original document regarding to the said land to the developer and have agreed to produce the same before any financial institutions or any other places as and when or pledge the same (for the developers 59 % share in constructed area only) as desired by the developers for the purpose of obtaining loan for the allottee on developers area, to be used by the developer in the interest of construction of the said complex.
22. The development of the said land shall be for and on account of the developer and neither the owner nor any other person or claiming thorough the owner shall have any right or interest in the development of the said land. If any person other than the owner claims his/her stake in the land or built up area then the owner will be held fully responsible to settle his claim and if any area is to be given to him/her it will be given out of area of the owner. The developer shall develop the said land in its own and at its own cost and shall alone be responsible for the development of the said land.
23. All the out goings in respect of the aforesaid land relating to construction shall be borne and paid by the developer who, however, shall not be liable for any of the outgoings of the scheduled land relating to the period prior to such agreement which shall be the liability of the owner alone.
24. That as the owner shall receive the consideration for the scheduled land in shape of built up area, agreed between the parties as aforesaid, the owner shall at no time demand any further premium or have any interest in further dealings regarding the sale of developers share of built up area in the present agreement.



[Handwritten signature]

For, RUSHPANJALI INFRA HOMES LLP
[Handwritten signature]
 DESIGNATED PARTNER

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7/18/05
 13/12/14/12/22

25. That this agreement shall not ever be deemed to constitute a partnership of any sort between the parties hereto.
26. The owner shall hold the owner area on the same terms and conditions as the buyers of other portions of the building according to the standard agreement. Bye laws of the owner association that may be finalized by the developer and the owner. The owner or its nominee shall become members of the aforesaid association of the owner or co-operative housing society. The owner as well as their nominees/ respective agents/ servants/ licensees shall abide by the rules and regulations of the byelaws of association or co-operative housing society. They shall pay common utilities maintenance charges for the area falling in their share as per prevailing norms and be entitled to use all common facilities in the building complex intended for the utilization.
27. Though the developer shall construct the building/s as per sanctioned plan and prevailing norms of the M.M.C/M.R.D.A/Panchayat, however in case any fine or penalty is imposed on the said buildings for any extra built up area constructed in excess of the sanctioned plan, then the same shall be borne and paid by the developer and owner in same ratio i.e. 41 % by the owner and 59 % by the developer. Like wise if the Govt. acquires any part of the land and if any compensation is paid by the Govt., then the said compensation will be distributed among the developer and the owner in the same ratio of development of land.
28. The total built up area will be calculated according to the current rules and regulations of the M.M.C/Muzaffarpur Regional Development Authority/Panchayat. If in future there is any change in the rules and regulations of M.M.C/D.R.D.A due to which there is possibility of construction of additional area and such additional area is constructed, then both the parties will share the additional area constructed in the same ratio i.e. 41 % for owner and 59 % for Developer.

For, PUSHPANJALI INFRA HOMES LLP

 DESIGNATED PARTNER

29. It is agreed that if any levy is imposed by the Muzaffarpur Regional Development Authority, Muzaffarpur Municipal Corporation or any other Public Body or the Government for the development/betterment of the area in which the said land is located or any other levy becomes applicable on the said land, the owner and the developer jointly shall pay the same in the same proportion as their respective shares of built up area in the building.
30. It is agreed that after the execution of these presents the developer or their nominees/ including a co-operative society shall be entitled to construct temporary god owns and put up signboards and hoarding on the said land and if desired, fence the entire premises according to their requirement without disturbing the construction of the building / complex for the purpose of completion of construction.
31. It is agreed that in all transfers of built up area the purchaser/transferee shall bear the cost of stamp duty, court fees and other registration charges.
32. The owner will be bound to execute and register the sale deed or the absolute transfer deed or deeds as stated hereinabove after completion of construction as per Annexure -1 and simultaneously with taking over of the owner area and in case of failure to do so the developer shall have all rights to maintain possession over the developed and built up area marked for developer in map and shall also have right to get the sale deed executed and registered through the process of the court and the owner will have no objection or plea to refuse or object to the execution and registration of the sale deed. For this a time period of four weeks will be given to the owner with confirmation.
33. Any extra work, deviations and alterations from standard specifications as scheduled in Annexure-1 of this indenture, will have to be paid by the owner to the developer on the same charges as fixed by the developer for its prospective buyers. The owner will pay to the developer for each shop, office, flats falling in their share, Rs-30,000/- (Rs.Thirty Thousand only)

For, PUSHPANJALI INFRAPOWERS LLP
[Signature]

towards 500 watts of line from generator for flat and 300 watts for shop/offices, 5 KVA of Electrical line including deposit and one intercom connection.. The owner shall pay these charges to the developer, before taking possession of area falling under their share, from the developer. The owner from the date of delivery of possession shall maintain their respective portions at their own cost and shall pay the maintenance cost to the maintenance society if formed. If the maintenance society is not formed then the owner shall pay a monthly maintenance expense of Rs. 1.5/- per sft to the developer till date the maintenance society is formed.

2011/11/12
C118/105

34. The Parties of First i.e. landowner shall borne/bear GST/service tax for their respective area and upon completion of the project and at the time of receiving possession of their area, they shall pay the GST/service tax falling on their share to the developer so that the developer can deposit the same with the govt. The developer shall give the possession of the area falling in share of land owner only after receiving GST and other expenses falling in share of landowner is paid by the landowner to the developer.

11/8/10
31/12/10
31/12/10

35. In case of any difference arising out relating to the land or construction thereon covered by this agreement or relating to the interpretation of any one or more of the clauses and conditions herein contained or relating to any matter whatsoever arising out of the Development Agreement such differences and disputes shall be settled by a reference to sole arbitrator appointed by both the parties under the provision of the Indian Arbitration & Conciliation Act. 1996 as amended from time to time.

36. The owner agrees to sign and execute at the costs of the Developer in favour of the Developer. the power of Attorney and/or letters of authorization embodying such powers and authorities as may be required for carrying out the said construction work.

37. The developer shall be at liberty to make variations of and from the sanctioned building plans, specifications, sections, elevations etc. provided such variations do not violate any provisions of law and such changes are for the betterment of the project and do not clash owner's interest.

For, PUSHPANJALI INFRA HOMES LLP
- [Signature] -
PARTNER

38. For the purpose of carrying out the construction and completion of the said building/s truthfully and expeditiously the developer will be entitled to do at its costs and responsibility all or any of the following acts deeds & things subject to other provision of the Agreement.

- (i). Accept the service of any writ summons or other legal process or notice and to appear and represent the owner in any court or before any Magistrate, Judicial, Tribunal and other Tribunal 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, to sign execute and delivery or file necessary vakalatnama, claims, plaints, orders, applications affidavits, petitions and other document, paper and writings. In case of construction work being disturbed, halted or stopped on account of any proceeding before any court, tribunal or authority for any question or dispute relating to the right, title and interest of the owner in the said property the developer shall be entitled to take all measures as may deem fit proper to them in consultation with the owner.

20/11/20
20/11/20

20/11/20
20/11/20

39. Upon completion of the development work and subject to the terms and conditions obtained herein before or at such earlier time as may be mutually agreed upon, the owner agree to make and execute in favor of the developer or its nominees and assigns, including associations of persons or body corporate at the costs of the developer such conveyance or conveyances or such other deeds in writing as may be deemed necessary for assuring or perfecting the title of the developer and/or its nominees and assigns in transferring or conveying undivided proportionate share and rights in the land. In default of the owner executing such transfer(s) and /or documents(s) in spite of service of a notice in writing of three months, the developer shall be entitled to take all steps as may be necessary for execution and registration of all such document(s) transfer(s) and conveyance(s) and for the purpose the owner do hereby nominate, contribute and appoint one nominee of the developer who may

For, PUSHPANJALI INFRASTRUCTURES LLP
DESIGNATED PARTNER

be nominated from time to time by the developer for the said purpose as its true and lawful attorney to act jointly and severally who shall be entitled at the costs of the developer to apply for and obtain income tax clearance certificates and on behalf and in name of the owner and also to execute the said documents and transfer(s) and /or conveyance(s) for and on behalf of and in the name of the owner and also to present and admit execution of the said document(s) transfer(s) and/or conveyance before the registering authority and do all acts, deeds and things as may be necessary for granting such documents of title to the developer or its nominee.

20/12/17
31/12/17

40. In the event of the developer being unable or incapable to observe and perform its part of this agreement for any default or lapses/laches on the part of the owner or for and on account of any act, omission or failure on the part of owner or for any undisclosed fact in the title of land under this agreement or in the event of the construction work of the said multi-storied building being stopped for any reasons arising out of any act or omission on the part of the owner, in that event the developer shall put his full efforts to resolve such defaults and laches and if the developer fails to arrive at a solution within a reasonable time, then he will be entitled to rescind this agreement and recover all the outgoing expenses incurred in development & construction along with compensation, interest and damages from the owner, keeping in to consideration the principles of natural justice.

31/12/17
4/1/2018

41. That after the completion of the construction of the building project developer / promoter shall be absolute owner of its respective shares and it will be entitled to sell / transfer as per Provision of Bihar Apartment Ownership Act, 2006 u/s 5 (1) & 5 (2) and others.

42. Courts of Muzaffarpur shall have jurisdiction over all matters of disputes.

For PUSHPANJALI INFRA HOMES LLP
DESIGNATED PARTNER

SCHEDULE- 1 REFERRED TO ABOVE

All that piece and parcel of land measuring about 11 katthas 8 dhur and 2 dhurkies equivalent to 20077 sft more and less situated and lying at now Akharaghat in the town and district of Muzaffarpur bearing Parts of Plot No. 669, 672 & 675, Khata No. 177, Mauza - Sheikhpur, Thana No. 668, Jamabandi No. 4000/1302, present Police Station - Ahiyapur, Anchal - Musahri, Town & Distt. Muzaffarpur and which is within the limit of M.M.C. and under the jurisdiction of sub registrar, sadar registry office, Muzaffarpur and bounded as follows and hereinafter referred to as the "the land".

North : Arun Kumar Singh

South : Lal Babu Singh

East : Own Land of Landowner

West : Muzaffarpur Sitamarhi Road

LAND VALUE → 3,32,48,000/-

IN WITNESS WHERE OF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY, MONTH AND YEAR WRITTEN ABOVE

रुनी सिंह

WITNESSES

SIGNATURE OF THE LANDOWNER

PAN No. CJNPS8545J

1. Madhumita Singh

(Smt. Madhumita Singh)

2. (Sri Santosh Kumar)

3. (Sri Sajal Kumar)

SIGNATURE OF THE DEVELOPER

PAN No. AAUFP0628F

For, PUSHPANJALI INFRAHOMES LLP
DESIGNATED PARTNER

ANNEXURE - 1SPECIFICATION FOR BUILDING/S

Foundation &
Super Structure

: As per standard applicable design approved by the architect and structural engineer

Roof & Terrace

: Re-enforced cement concrete of standard mix. Best quality thermal and waterproofing treatment on terrace.

Wall Finish

: All walls and ceilings internally cement plastered. External area Weather Proof Paint/Semi Permanent.

Door/Window

: Door frames of Hard Wood. Door shutters will be 32 mm thick factory made panel/flush doors and will be painted with two coat of synthetic enamel paint on a coat of primer. Wooden/Aluminium windows with safety bars with hardware, fittings.

Main Door shall be factory made 34 mm thick with Lock, magic eye and safety chain.

Flooring

: Vitrified Tiles flooring in all area.

Electric Wiring

: Concealed P.V.C. Copper Conduit wiring with standard quality electrical accessories and M.C.B. distribution board.



For PUSHPANJALI INFRA HOMES LLP

DESIGNATED PARTNER

Bathroom

: For water supply all the fittings of Standard make white glazed and vitreous china sanitary ware of standard make. Taps, stop cock of ESCO, Agmeco or equivalent. Wall glazed tiles up to 7 ft height and provision of hot & cold water line.

Kitchen

: Kitchen shall have working platform with granite top & stainless steel/granite sink with glazed tiles dado up to 2 ft height above working platform.

11/8/05
20/8/17

SERVICE & AMENITIES

Water

: 24 hours water supply from own deep tube-well.

Electricity

: Electric supply for the complex shall be taken from the State Electricity Board and all shops, offices, flats will have individual connections and meters.

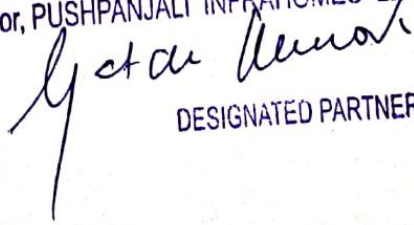
21/8/05
30/08/17

T. V. / Telephone Points

: Cable T.V point in bedrooms and D/D area. Telephone points in master bedroom and D/D area

Parking

: Ample reserved parking space for car.

For, PUSHPANJALI INFRAHOMES LLP

 DESIGNATED PARTNER

Generator

: Modern and noiseless generator for lighting of common area, Lift, water pump and shops, ~~offices, shops, offices, flats~~ as per provisions of clause No. 36.

Lift

: ~~Standard~~ make 6/8 passenger as per requirement

20/10/17
30/10/17

Security

: Intercom in each flat connected to the ground lobby with exchange. CCTV camera Security

30/10/17
30/10/17

[Handwritten signature]



For, PUSHPANJALI INFRAHOMES LLP
[Handwritten signature]
DESIGNATED PARTNER

Endorsement of Certificate of Admissibility

able under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian p 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. 665960/-
Addl. Stamp duty paid under Municipal Act Rs. 0/-

Amt. Paid By N.J Stamp Paper Rs. 0/-
Amt. paid through Bank Challan Rs. 688360/-

Addl. Stamp duty paid under Municipal Act Rs.										LLR + Proc Fee		Service Charge	
Registration Fee										LLR	0	1000	
FEE PAID	A1	21000	C	0	H1b	0	K1a	0	Lii	0	Proc.Fee		0
	A8	0	D	0	H2	0	K1b	400	Liii	0	Total		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-									21400			

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 22400

Registering Officer
Muzaffarpur

Date: 30/08/2017

Endorsement under section 52

Presented for registration at Registration Office, Muzaffarpur on Wednesday, 30th August 2017 by Ratna Singh Late Badri Na. Singh by profession House Wife. Status - Executant

Registering Officer
Muzaffarpur

Signature/L.T.I. of Presentant

Date: 30/08/2017

Endorsement under section 58

~~Document is submitted by these Executants and identified by the person (identified by 'Sajal Kumar Singh' 40 Sex M, resident of 26 Shekhpur Akharbaghat, Muzaffarpur, whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page/ pages of the instrument.~~

For, PUSHPANJALI INFRA HOMES LLP
DESIGNATED PARTNER

Registering Officer
Muzaffarpur

Endorsement of Certificate of Registration under section 60

Registered at Registration Office, Muzaffarpur Sadar in Book No. 1 Volume No. 196 on page no. 17 to 41 the year 2017 and stored in CD Volume No. 30 Year 2017. The document no. is printed on the front page of the document.



बिहार सरकार



Deed No. : d No.

Registering Officer
Muzaffarpur Sadar

DEED NO. 13466

P.W.D. R. O. A. D. N.H. 77.

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১৯৭৯-৮০
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R.N. 422/88 S.A. 0117
Dawson 571562/0 24



अनुमंडल कार्यालय, पूर्वी, मुजफ्फरपुर

मुजफ्फरपुर आयोजना क्षेत्र प्राधिकार

-: प्राप्ति-रसीद :- दिनांक 26/07/2019

किससे प्राप्त हुआ श्री चार्मनाथ साह, निदेशक, पुष्पांजलि इन्फ्रास्ट्रक्चर्स, बोरिंग रोड, पटना

किस मद में प्राप्त हुआ नकशा स्वीकृति हेतु लोवर ब्रोड की राशि वर्ष-2019 का

नगद.....X.....

बैंक ड्राफ्ट संख्या IndusInd Bank-339529/20-7-2019

चेक संख्याX.....

कुल योग-

शब्दों में (रु० दो लाख बावन हजार पाँच सौ चार मात्र)

.....) मात्र ।

रूपया	पैसा
2,52,504/-	00
2,52,504/-	00

लेखापाल

26/7/19
रोकड़पाल

For, PUSHPANJALI INFRASTRUCTURES LLP

G. S. Kumar
DESIGNATED PARTNER

अनुमंडल कार्यालय, पूर्वी, मुजफ्फरपुर

मुजफ्फरपुर आयोजना क्षेत्र प्राधिकार

-: प्राप्ति-रसीद :- दिनांक 26-07-2019

किससे प्राप्त हुआ श्री धर्मनाथ साह, निदेशक, पुष्पांजलि इन्फ्रास्ट्रक्चर्स, कोरिंग रोड फ्ल

किस मद में प्राप्त हुआ नक्शा स्वीकृति हेतु सरकारी राजस्व की राशि

नगद.....X.....

बैंक ड्राफ्ट संख्या Industrial Bank - 339528/20-7-19

चेक संख्या.....X.....

कुल योग-

शब्दों में (रु० एक लाख अठारह हजार मात्र)

.....) मात्र ।

रूपया	पैसा
1,11,000=	00
/	
1,11,000=	00

लेखापाल

26/7/19
रोकड़पाल

For. PUSHPANJALI

DESIGNATED PARTNER

711-87780511.

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[illegible]

2,52,504

दि ग्राह बाधन हजगा जान्क रीगा (नम)

प्राप्त करनेवाका पदाधिकारी ।

26/07/2019

$$\begin{array}{r} 517246 \\ \hline \end{array}$$

517246

1,11,000 = 60

ॐ नमो भगवते वासुदेवाय ॥

1,11,000/-

(एक गोखरु उपासक है जहां एक गोखरु भागो)
(किन्तु..... राखो..... है)

प्राप्त करनेवाला पत्राधिकारी

26/7/2019

For, PUSHPANJALI INFRA HOMES LLP

DESIGNATED PARTNER

कार्यालय, आयोजना क्षेत्र प्राधिकार, मुजफ्फरपुर

पत्रांक 09 / आ0क्ष0प्र0, दिनांक 12/07/2019

प्रेषक,

मुख्य कार्यपालक पदाधिकारी,
-सह-सदस्य सचिव,
आयोजना क्षेत्र प्राधिकार,
-सह-
अनुमंडल पदाधिकारी,
पूर्वी, मुजफ्फरपुर ।

सेवा में,

श्री धर्मनाथ साह,
निदेशक,
पुष्पांजलि इन्फ्राहोम्स, एल.एल.पी., एफ.-33,
पुष्पांजलि कॉम्प्लेक्स, एस.के.पुरी, चेकपोस्ट,
बोरिंग रोड, पटना ।

विषय :- नक्शा स्वीकृति के संबंध में ।

प्रसंग :- इस कार्यालय के पत्रांक 07/आ0क्ष0प्र0 दिनांक 18.07.2019

महाशय,

उपर्युक्त विषयक प्रासंगिक पत्र, जो आपको प्राप्त है, में आंशिक संशोधन करते हुए कहना है कि ग्राम-कोल्हुआ पैगम्बरपुर, थाना-अहियापुर, थाना नं०-482, खाता सं०-403, खेसरा सं०-3153, रकबा-44डो0 (20900 sq ft) पर B+G+8 मंजिला भवन का नक्शा की प्रति एवं संबंधित सभी कागजात प्राप्त हुआ था जिसकी जाँच सहायक अभियंता/कनीय अभियंता से जाँच/सत्यापन एवं शुल्क की गणना के साथ प्रतिवेदन प्राप्त हुआ है ।

अतः नक्शा स्वीकृति हेतु सरकारी राजस्व की राशि कुल-1,11,000/- (एक लाख ग्यारह हजार) एवं लेवर शेष की राशि तीन वर्षों में यथा वर्ष 2019 की राशि- 2,71,534/- (दो लाख एकहतर हजार पाँच सौ चौतीस) रुपये, वर्ष 2020 की राशि- 2,71,534/- (दो लाख एकहतर हजार पाँच सौ चौतीस) रुपये रुपये एवं वर्ष 2021 की राशि- 2,71,534/- (दो लाख एकहतर हजार पाँच सौ चौतीस) रुपये, कुल राशि- 8,14,602/- (आठ लाख चौदह हजार छः सौ दो) रुपये निर्धारित की जाती है । निदेश दिया जाता है कि सरकारी राजस्व की कुल राशि एवं लेवर शेष की राशि वित्तीय वर्ष के अनुसार जमा करते हुए बैंक ड्राफ्ट अधोहस्ताक्षरी के कार्यालय में जमा करना सुनिश्चित करें; ताकि नक्शा की स्वीकृति हेतु कार्रवाई की जा सकें ।

For PUSHPANJALI INFRA HOMES LLP
DESIGNATED PARTNER

विश्वासभाजन

मुख्य कार्यपालक पदाधिकारी,
-सह-सदस्य सचिव,
आयोजना क्षेत्र प्राधिकार,
-सह-
अनुमंडल पदाधिकारी,
पूर्वी, मुजफ्फरपुर ।

कार्यालय, मुजफ्फपुर आयोजना क्षेत्र प्राधिकार

पत्रांक.....11.....,

दिनांक...29/07/2019.....

प्रेषक,

मुख्य कार्यपालक पदाधिकारी,
-सह- सदस्य सचिव
मुजफ्फपुर आयोजना क्षेत्र प्राधिकार,
-सह-
अनुमंडल पदाधिकारी,
पूर्वी, मुजफ्फपुर ।

सेवा में,

श्री धर्मनाथ साह (निदेशक),
पुष्पांजलि इन्फ्राहोमस, एल.एल.पी., एफ.-33,
पुष्पांजलि कॉम्प्लेक्स, एस.के.पुरी, चेकपोस्ट,
बोरिंग रोड, पटना,
पिता- श्री हिरा लाल साह,
मोहल्ला- जगदीशपुरी लेन नं०-02,
मिठनपुरा, पो०- रमणा,
जिला- मुजफ्फपुर ।

विषय :- प्लान केस सं०-03/2018 भवन निर्माण का नक्शा की स्वीकृति ।
महाशय,

उपर्युक्त विषयक आपका भवन निर्माण नक्शा ग्राम/मोहल्ला- शेखपुर, अंचल- मुशहरी, मुजफ्फपुर सर्वे प्लॉट नं०-669 पी०, 672 पी०, 675 पी०, मुजफ्फपुर की स्वीकृति नगर विकास एवं आवास विभाग, बिहार पटना के अधिसूचना संख्या 11/न०वि०/मा० प्लान (आ०क्ष०)-07/2016 805न०वि०आ०वि०, पटना दिनांक 02.04.2018 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए दी जाती है । स्वीकृति नक्शा की तीन प्रतियाँ संलग्न हैं।

यह आदेश स्वीकृति की तिथि से अगले तीन वर्षों तक वैध है। इस बीच आपको मकान का निर्माण पूरा कर आकिट/अभियंता के माध्यम से निर्माण कार्य पूरा होने का प्रमाण-पत्र देना है। ऐसा नहीं करने पर दण्ड के भागी होंगे ।

For, PUSHPANJALI INFRAHOMES LLP
DESIGNATED PARTNER

मुख्य कार्यपालक पदाधिकारी,
-सह- सदस्य सचिव
मुजफ्फपुर आयोजना क्षेत्र प्राधिकार,
-सह-
अनुमंडल पदाधिकारी,
पूर्वी, मुजफ्फपुर ।

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