Book No. :- 1 Deed No. 1295

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

सत्यमेव जयते

INDIA

बिहार BIHAR

Serial No. 1296

AE 984698

Deed No. 1295

ABANIKANT PANDEY
Stamp Vender
L. No.-1/2001-02
Court Compound
Bhagalpur

बिहार सरकार
जिला निबंधन कार्यालय, भागलपुर

पृष्ठांकन का सारांश

दिनांक **07/02/2020** को **Shiv Shankar Prasad** द्वारा यह दस्तावेज निबंधन हेतु उपस्थापित किया गया । इसमे रू0 **935520** मुद्रांक शुल्क एवं रू0 **22000** निबंधन तथा अन्य शुल्क का भुगतान किया गया । दस्तावेज ग्राह्य पाया गया । जिन लेख्यकारियों ने मेरे समक्ष इसका निष्पादन स्वीकार किया उनके तथा उनके पहचानकर्ता के नाम, फोटो, अंगुलियों के निशान एवं हस्ताक्षर पीछे अंकित हैं। इसे दस्तावेज सं0 **1295** के रूप में पुस्तक सं0 **1** की जिल्द सं0 **22** के पृष्ठ सं0 **429** से **456** तक **CD 4** में आज निबंधित एवं कुल **28** पृष्ठों में संधारित किया गया ।

दिनांक– **07/02/2020** टोकन नं. **1298 / 2020**

गौतम कुमार
निबंधन पदाधिकारी

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Computer Operator

DEVELOPMENT AGREEMENT

THIS INDENTURE IS MADE and executed on this the 7th Day of February, 2020

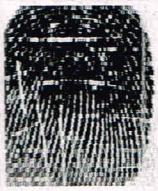
BETWEEN

1. **Shri Shiv Shankar Prasad**, son of late Jayanti Prasad, Aadhar Number 8842 6949 7142, PAN AFEPP3873K 2. **Shri Sanjay**

Mahadeo Infratech
Partner

District Registry Office,Bhagalpur

Token Number 1298 | Reg. Year 2020 | Serial Number 1296 | Deed Number 1295

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Mahadeo Infratech Through Partner Rajesh Kumar						
Sig.	Rajesh. 7/2/20						
Executant	Kunal Shankar						
Sig.	Kunal Shankar 7/2/2020						
Executant	Nikita Shilpy						
Sig.	Nshilpy 7/2/2020						
Executant	Sanjay Shankar						
Sig.	7/2/20						
Presented By	Shiv Shankar Prasad						
Sig.	Shiv Shankar Prasad 7/2/2020						
Executant	Shiv Shankar Prasad						
Sig.	Shiv Shankar Pd 7/2/2020						
Executant	Siddharth Shankar						
Sig.	Siddharth Shankar 07/02/2020						
Identified By	Mrinmoy Mitra						
Sig.	7/2/20						

आदेशानुसार Developer एवं विक्रेता द्वारा दिखाये गये भूखण्ड, मुहल्ला/ग्राम ...ख्वाजा सराय चक... वार्ड नं0/थाना नं0 ...20... 135 से 136 अन्तर्गत ...डी0 एम0 सिंह रोड... रोड का ... उक्त भूखण्ड पर ...6000 वर्गफीट संरचना... निर्मित है, जो व्यवसायिक/आवासीय/विकासशील क्षेत्र ... श्रेणी की है। भूमि व्यवसायिक प्रथम श्रेणी की है

हस्ताक्षर ... 07/02/2020.

Sheosha Kerbal 07.02.20

Shankar, son of Shri Shiv Shankar Prasad, Aadhar Number 3259 9146 8377, Mobile Number 9006733179, PAN BIQPS6551P 3. **Siddharth Shankar**, Son of Sri Sanjay Shankar, Aadhar Number 4091 3994 8981, PAN FCBPS0271P 4. **Kunal Shankar**, Son of Sri Sanjay Shankar, Aadhar Number 8897 1140 3208, PAN FCMPS3318Q 5. **Mrs. Nikita Shilpy**, Wife of Sri Sanjay Shankar, Aadhar Number 4026 1711 9293, PAN BFNPS4069E all residents of D.N. Singh, Kharmanchak, P.S. Adampur, Town & District: Bhagalpur (hereinafter referred to as the **"OWNERS",** which terms or expression shall, unless excluded by or repugnant to the subject or context, be deemed to include their heirs, nominees, allotees, executors, administrators, representatives, assignees and successors in interest) of the **ONE PART,**

AND

M/s Mahadeo Infratech, a partnership firm, PAN ABLFM6782D, through its Partner, Sri Rajesh Kumar, S/o Late Chandrika Prasad Singh, Resident of Tahbalpur, P.S. Lodipur, Town & District: Bhagalpur Aadhar Number 4712 9979 6122, Mobile Number 7992361922 ,PAN AQBPK6469J (hereinafter called and/or referred to as **"DEVELOPER",** which terms or expression shall, unless it be repugnant to the context or meaning there of, means and includes their administrators, representatives, nominees, allotees, executors, transferees, assignees and/or successors in interest) of the **OTHER PART.**

WHEREAS

(A) Sri Shiv Shankar Prasad and Sri Sanjay Shankar, were the joint owners of land with building standing thereon admeasuring

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approximately 0.0540 hectare equivalent to 5810 sq feet situated in mohalla kharmanchak, D.N.Singh Road, Bhagalpur bearing Municipal Survey Khesra Number 979 ka kha ga under Khata Number 611, Municipal Survey ward number 7, Anchal jagdishpur, District Bhagalpur having acquired the same by virtue of Registered Deed of Release dated 24/3/1972, executed jointly by Jayanti Prasad, father of Shiv Shankar Prasad and grandfather of Sanjay Shankar, and Muneshwar Prasad, Tarkeshwar Prasad and Bipin Prasad, brothers of Shiv Shankar Prasad and uncle of Sanjay Shankar and came in possession thereof. The municipal survey khatian has been prepared in their joint names.

(B) The said Shiv Shankar Prasad and Sanjay Shankar orally partitioned the said property in the month of January 2015 amongst themselves in order to avoid any future dispute with regards to the said properties and came in possession of their respective shares. In pursuance of the said oral partition a memorandum of partition as aide memorie was prepared and executed by Shiv Shankar Prasad and Sanjay Shankar, dated 16/2/2015, recording the said oral partition.

(C) In the said partition Sanjay Shankar was allotted Land with building standing thereon admeasuring approximately 2160 sq feet situated in mohalla kharmanchak, D.N.Singh Road, Bhagalpur bearing Municipal Survey Khesra Number 979 ka (part) ga under Khata Number 611, Municipal Survey ward number 7, Anchal jagdishpur, District Bhagalpur bearing

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Holding number 136 , ward number 20 of Bhagalpur Municipal Corporation. The Said Sanjay Shankar also got his name mutated in the records of Anchal Jagdishpur and also in the records of Bhagalpur Municipal Corporation and is obtaining rent receipts on payment of rent and taxes.

(D) Some disputes and differences arose between the landowner number 2, Sanjay Shankar Prasad and his sons Siddhartha Shankar and Kunal Shankar regarding the management and enjoyment of the property whereupon it became impossible for them to possess the properties jointly with Sanjay Shankar hence they alongwith their mother Nikita Shilpy filed a suit for partition claiming 1/4th share each suit numbered as Title (Partition) Suit No.346 of 2017 of the Court of Sub- Judge-9, Bhagalpur. During the pendency of the suit the parties therein mutually agreed and entered into a compromise and amicably settled the issue of division of the property. The parties therein filed a compromise petition in the said suit before the Court of Sub-Judge-9, Bhagalpur showing and agreeing to their respective allotted share. In the said compromise Sanjay Shankar accepted the allegation that he spends all the earnings from the property on social work and charity thus leaving only a partly amount for the upkeep of the joint family and also accepted the fact that he has disposed of the entire agriculture land allotted to his share earlier therefore he has decided to compensate the family for the amount spend by him on social work and charity by relinquishing his share allotted under the compromise, in favour of his two sons,

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1 Sanjay Shankar 07.02.20

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3 Siddhartha Shankar 07.02.20

4 Kunal Shankar 07.02.20

5 Nikita Shilpy 07.02.20

Siddhartha Shankar and Kunal Shankar and his wife Nikita Shilpy. The landowners number 3, 4 & 5 have come in exclusive possession of their respective allotted share and are in joint possession of the share relinquished by Sanjay Shankar. On the prayer of the parties the Honble' Court has passed a decree in the light of the compromise petition vide order dated .

(E) In view of the above fact the said landowners 3,4 & 5 i.e., Siddharth Shankar, and Kunal Shankar, both Sons of Sri Sanjay Shankar, and Mrs. Nikita Shilpy, Wife of Sri Sanjay Shankar,are the owners of the land allotted to their respective share and joint owners among themselves over the share relinquished by Sanjay Shankar. The said Sanjay Shankar whose right, title, interest and possession over the said property stands relinquished, has also joined in this Development Agreement as a confirming party.

AND WHEREAS the Landowners Shiv Shankar Prasad and Sanjay Shankar had entered into an agreement for construction of a multistoried apartment on the schedule A land with M/s Surya Construction through its Proprietor Sri Mrinimoy Mitra, Son of Late Ajit Mitra, Resident of M.P. Dwiwedi Road, P.S.Kotwali, District Bhagalpur and had executed an unregistered Development Agreement dated 18/09/2016. The said Developer got the map sanctioned from the competent authority dated 31/3/2017 vide plan case Registration Number 1156/BMC/MAP/16-17.

AND WHEREAS the said Developer on account of some untoward problem was unable to continue with the

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construction of the multistoried apartment and thus had to practically abandon the said project.

AND WHEREAS the Landowners Shiv Shankar Prasad and Sanjay Shankar and the Developer M/s Surya Construction, through its Proprietor Sri Mrinimoy Mitra, mutually decided to rescind the said contract and have executed a deed of recission of the said Development Agreement on 03/02/2020.

AND WHEREAS the Owners herein have decided to get developed and construct a multi storied apartment on their land bearing Municipal Survey Khesra no. 979 Ka Kha ga, Khata no. 611, Municipal Survey Ward No. 7, situated at Mohalla: Kharmanchak, D.N.Singh Road, Bhagalpur, Police Station: Adampur, District: Bhagalpur, by another competent developer at its cost on the terms and conditions as agreed between them by joining and merging the aforementioned land covered in one big block morefully detailed and described in Schedule A below. The Developer herein has got the sanctioned plan renewed for further two years.

AND WHEREAS the owners covenant that the aforesaid scheduled property is in their exclusive possession with absolute right, title and interest and the same is in marketable condition and has in themselves good right, full power and absolute authority and title to transfer the whole or part of the said scheduled property.

AND WHEREAS the owners became interested in getting a multistoried residential cum/and/ or commercial building developed and constructed through another developer by joining and merging the aforementioned land covered in one

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big block and acquire residential cum/and/or commercial built-up area in shape of flats, commercial shops, offices and parking spaces as consideration in exchange of full & final value of the scheduled property.

AND WHEREAS the aforesaid developer offered to construct at its own cost a multi-storied residential cum/and/or commercial building complex on the said scheduled property hereinafter referred to as "the building" and give a part of total built-up area of the building to prospective buyers who may form an association of buyers or a new co-operative housing society for the purpose of buying and owning flats in the said building whenever is found most suitable by the developer, the specification of building is attached herewith.

AND WHEREAS certain terms and conditions were agreed to by and amongst the owners and the developer with regard to the transfer of the said scheduled property by the owners to the developer and the construction of the said building by the developer and disposal of the unit, i.e., flats/shops/offices/parking & garages/etc. and/or any other tenements therein the party hereto are desirous of recording into writing the terms of such agreement as herein under.

AND WHEREAS wherever in the agreement there appears residential complex it will mean residential and commercial as the case may be and wherever the word flat appears, it will mean flats, & shops/offices/parking spaces/garages etc. as the case may be.

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AND WHEREAS wherever myself/herself/be/she etc. appears, this will automatically mean in plural as the case may be.

AND WHEREAS where "land" appears, it will mean land, i.e. the scheduled property.

AND WHEREAS meaning of owner's share will include undivided proportionate right in the land in a proportionate to their super built-up area with their share in total land.

NOW THIS DEED WITNESSETH AND IS HEREBY AGREED AND DECLARED BY AND AMONGST THE PARTIES HERETO AS FOLLOWS:-

1. The owners above named have agreed to appoint the aforesaid developer as the exclusive developer of the scheduled property and the developer hereby accepts from the owners the right to develop the land more fully detailed in the Schedule-A of this agreement, hereunder written in the manner and on the terms, conditions and stipulations hereinafter appearing.
2. Immediately after the inceptions of this indenture, the developer, if deems essential shall proceed expeditiously with all preliminary work relating to development of land like soil testing, measurement etc. and preparations of the plan, design, drawing etc. of the proposed building complex to be constructed on the said land. The owners shall extend their full co-operation to the developer in this regard. The developer shall also be allowed to put up suitable sign boards and hoardings on the land for advertisement of the project. The

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Owners have got the map sanctioned from the competent authority vide Plan case number 1156/B.M.C/MAP/16-17.

3. After preparation of building plan and its approval by the owners, the Developer shall start the construction of the said building and on completion of the construction (within the prescribed period as per terms and conditions hereinafter) the developer shall hand over the owners with all infrastructure amenities like lift/elevator facility, generator facility, electricity, drinking water, sanitation tank, drainage system, parking space, etc. to the owners the owner's area of 50% as consideration for the value of 100% of the aforesaid developed land. Further, the developer shall be entitled to allot/enter into agreement for sale in respect of the rest of the area to its prospective buyers who intend to purchase/acquire flats, shops, offices and parking space constructed on the scheduled property.
4. It is hereby expressly and irrevocably agreed and declared by the owners that the delivery of possession of owner's area by the developer to the owners in the manner provided in the last preceding clause shall be full consideration as mentioned in this agreement.
5. The owners hereby and from the date of execution of this deed put the developer in actual peaceful possession of the scheduled property to develop the same and can construct and sell the Developer's share only in the proposed multistoried building with the specific consent in writing of the Landowners and the possession of the developer on the scheduled property will be of licensee. The Developer will relocate the garment shop of the

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landowners to a constructed area in the basement in the owner's portion.

6. The owners will also sign all such papers as they may be required to sign, being the lawful owners of the property, in connection with the submission and sanction of the plan of the proposed building before the appropriate authorities under the law.
7. The owners shall be entitled to get 50% area of the entire scheduled property of 8.06 kathas (about 5810 square feet) in all means in form of flats, commercial shops, offices and parking spaces out of the total constructed super built up area (pertaining to their land only) as per the structural and architectural specifications detailed of which is duly described in Schedule-B of this deed and besides this the owners shall have got exclusive right on top of the floor of the aforesaid scheduled property, hence in future the developer shall have no claim over the same and owners shall have no claim what so ever on the area falling in the share of the developer, the developer shall have no claim on the area falling in the share of owners.
8. The OWNERS and the Developers have clearly demarcated their respective area in the built up area and the same is mentioned hereinbelow and also shown in the annexed map:

- 1st Basement only for parking of cars. Landowners share comprising of 50% of parking space and Developer's share comprising of 50% of parking space.

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- Ground Floor- Landowners share comprising of 50% of Super Built up area in the Southern side and Developer's share comprising of Super Built up area in the northern side
- First Floor- Landowners share comprising of 50% of Super Built up area in the Southern side and Developer's share comprising of Super Built up area in the northern side
- Second Floor- Entire residential space on the floor allotted to the share of the Landowners.
- Third Floor- Entire residential space on the floor allotted to the share of the Developers.
- Fourth Floor- Landowners share comprising of 50% of Super Built up area and Developer's share comprising of Super Built up area.
- The Roof and Terrace of the fourth floor shall be under the exclusive use of the Land Owners to the exclusion of any other persons or Association / Society etc. of the said COMPLEX and the same shall not form part of common area and facilities. The Water tank etc. shall be constructed on the roof of the barsati (of the landowner constructed from his own fund) and the said roof shall form part of common area and facilities

9. It is further agreed and undertaken by the developer and the owners that both of them shall have full right, title, interest, ownership over their respective area referred to above, allocated to them as their respective share out of the total super built up area including all common area, both of them shall be fully entitled to enjoy their respective super built up area either by themselves individually or collectively or shall be fully

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entitled to gift, mortgage, lease, rent, sell, transfer, convey, grant, otherwise alienate or transfer their respective interest in any manner deemed fit by them to any person, association of persons, firms, company body, corporate, co-operative societies, government agencies etc. on such terms and conditions as may be decided by them individually or collectively. Both the parties shall be entitled to realize the sale proceed of their respective share in constructed area and retain the same for their own use.

10. That it shall be duty of the developer to maintain the building, grounds and other common facilities available to the developer or his buyers and charges for the maintenance of the building and the common facilities shall be payable by the owners or their buyers for their portion at the rate on which the same shall be payable by the developer or their buyers.

11. The Developer undertakes, that from the date of execution of this deed, shall complete the entire construction work within a period of 24 months i.e., two years from the date of renewal of Map by the BMC. If the developer completes the construction before the schedule time, the work will be treated as complete and the owners will have to take possession of their respective area as per the terms of this agreement. If the developer fails to complete the construction in schedule time, i.e. 24 months i.e., two years then the developer will pay to the owner Rs. 1,00,000/- (Rupees One Lakh only) per month as compensation till the completion of the project.

12. The developer shall be free to do all acts deeds and things, required for 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 allottees/buyers and the developer can also take project finance for expediting the project, mortgaging developer's area only. The developer will be solely responsible for liquidation of such loan if received by him or his buyers.

13. After the date hereof, the developer shall be deemed to be in the possession of the scheduled property and shall be free to do all acts, deeds and things required for development relating thereto at the developer expenses.

14. The developer shall be entitled to develop the scheduled property by constructing of various unit in accordance with the building plans and to allot units of his share in the building to be constructed on the scheduled property and to receive and realize the prices in respect of the allotment and sale of such units and to appropriate the same and to transfer except the owner's portion.

15. That the developer shall act as independent developer in construction of the said building over the scheduled property and shall keep the owners indemnified for and against all their part claims, arising out of any act of omission against the development in or relating of the said building. The owners hereby authorize the developer to do if required all acts, deals, matters, things and in particular subject to the provisions of this agreement.

A. To have the plans of the proposed building to be constructed on the scheduled property prepared, amended and finalized in

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accordance with rules and regulations of the concerned authorities with the application for the approval and sanction and to do and sign all writings and undertakings as may be necessary in connection with the approval and sanction of such plans.

B. To appoint architects, surveyors, engineers and contractors and other persons for the purpose of development.

C. To make applications to the concerned authorities for obtaining electrical connections permit or quota for cement, steel and other controlled building materials.

D. To enter into agreements for sale of or otherwise, allot units and tenements in the aforesaid building to the purchaser of the Developer's area except the owner's area.

E. To mortgage the developer share only except the owner's portion with bank and/or financial institutions for enabling the purchasers or unit to obtain loans to finance their aforesaid purchase of units against the security. The developer further affirms and undertakes that all moneys to be obtained as loan by pledging, hypothecating and mortgaging of its share of built up area and shall not be diverted to or invested the loan amount in any other work purpose.

F. To transfer the developer's share except the owner's portion or parts thereof from time to time to one or more proposed cooperative societies or bodies, corporate or association of persons to be formed, purchasers of units in the aforesaid building.

G. To give an ownership basis or other basis the developer's share of the units, excluding the owner's share and to receive and

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appropriate to their own account & the said account in respect thereof.

H. And generally to do all acts, deed and things for developing the said property, without prejudicing rights, title of owners.

I. The developer on scheduled property (the details of which duly described in Schedule-A of this deed) shall erect a multistoried building as per approved plan in accordance with the details given in Schedule-B & C of this deed.

16. Only on the completion of the said building and only after the delivery of possession of the respective share of the owners, the developer shall deliver the possession of his share to its buyers and the owners, if so required by the developer, will execute or join in the execution of all documents necessary for giving the unit buyers, legal title to their respective units including their undivided proportionate share and rights in the land.

17. That the owners hereby declare:

(i) That the area of the scheduled property is about 5810 square feet (Five Thousand Eight Hundred & Ten only) and therefore the owners shall be entitled to get the possession of their 50% share in the scheduled property in the complete building constructed over the scheduled property in the shape of common areas, flats, offices, parking space, etc.

(ii) That the scheduled property is free-hold and the owners have absolute right, title, interest and possession on the same. It is free from all encumbrances.

(iii) That no notice or notification for accumulation or acquisitions under the statutes for the time being enforce has been received,

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served or issued affecting the scheduled property or any part thereof and owners are entitled to develop and or cause to be developed the said entire property.

(iv) That there are no statutory claims, demands, attachment or prohibition orders made or issued by the taxation/revenue/municipal/government/local bodies authorities concerning or affecting the scheduled property or any part thereof.

(v) That there are no attachment either before or after judgment and there are no claims, demands, decree injunctions, orders, notices, insolvency notices, petitions and adjudication orders made or issued by or at the instance of any part thereof.

(vi) That apart from the owners none else is entitled to or has any right, title, interest and possession in the scheduled property of any part thereof either as a partner or any other partnership or co-partner in any Hindu undivided family or otherwise and that the owners are not benamidaars or trustees for anyone in respect of the scheduled property, the maintenance and upkeep thereof any funds of the Hindu undivided family or any nucleus thereof.

18. The developer of the scheduled property shall be for and on account of the developer and neither the owners nor any other persons claiming through the owners will have any right or interest in the development of the scheduled property. The developer shall develop the scheduled property in its own name and at its own cost and shall also be responsible for the development of the scheduled property within time stipulated as mentioned in preceding clause.

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19. That the owners will have no objection if the developer submit the building plans in the name of the owners to the local authority or apply to any other authority for sanctions, permissions or approvals for his convenience and benefit. The developer will keep the owners indemnified from all and any risks.

20. That as the owners will receive the consideration for the scheduled property in form of super built-up area agreed as aforesaid. The owners will at no time demand any further premium or have any interest in future dealings regarding the sale of developer's share of built-up area, except as agreed in other clauses of the agreement.

21. That this agreement shall not ever be deemed to constitute a partnership or any sort amongst the parties hereto.

22. The developer agreed that if during the course of development work any levy is imposed by the sanctioning authority/B.M.C. or any other public body or the government for the development/betterment of the area on the scheduled property or the building thereon, these cost will be borne by the developer alone.

23. The Roof and Terrace of the building shall be under the exclusive use of the Owners to the exclusion of any other persons or Association / Society etc. of the said COMPLEX and the same shall not form part of common area and facilities.

24. The Owners will be entitled to all permissible future and /or horizontal development / exploitation of the said property and the said Complex thereon, in accordance with the Bye-laws,

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Rules & Regulations, as applicable. None of the allottees of flats /shops shall have any sort of objection for the same in future.

25. It is agreed that after the execution of these presents the developer shall be entitled to construct godowns and put up sign board and hoardings on the scheduled property. The developer shall take a separate electric connection in his name for the construction work at his cost.

26. It is agreed that in all transfers/conveyance of built-up area the purchaser/transferee shall bear the cost of stamp duty, court fees and all other registration charges and expenses.

27. That in case of any disputes and differences arising out of the terms of this development agreement then in that case both the parties initially will make their all efforts to settle the matter through negotiation taking the assistance of their well wishers in spite of that if the disputes may not be settled then the courts of Bhagalpur shall have exclusive jurisdiction over all matters of disputes.

28. That the owners will bear and pay all outstanding charges and dues of whatsoever nature due and payable in respect of the scheduled property including group rent, property tax, water and electricity charges, municipal dues/tax any loan and other outgoing up to the date of starting the construction work as per this agreement and thereafter till the final delivery of possession of the owner's share, all the electricity charges or the other miscellaneous charges related to the construction/development work shall be borne by the developer and thereafter developer share will be borne by the

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developer and the developer will indemnify the owners against the same ratio.

29. All dues, charges, taxes relating to the premises prior to handing over the premises/building to the owners, the developer will be liable to pay the same but after handing over the share of owners then the owners shall be liable to pay all such charges, taxes including electricity charges, water tax, etc. for their respective shares.

30. The Developer has deposited a refundable non-interest bearing security amount of Rs. 56,00,000/- (Fifty Six Lakhs) (Rs.40,00,000/- by Demand Draft to clear the loan amount of Siddharth Feeds in Central Bank of India and Rs.16,00,000/- by account payee cheques) only to the Owners to be refunded/adjusted within Four months from the completion of the project. Adjustment, if any, shall be made from the owner's allotted share on the fourth floor only at a mutually agreed price.

31. The owners will have the same rights, title and interest to use and enjoy all the common pool areas, stair cases, common parking spaces, common passages, and lobbies etc., as the developer subject to payment of maintenance charge as fixed in by the **MATHURA ENCLAVE OWNER'S ASSOCIATION** of building.

32. The developer will strictly adhere to technical specification prescribed by the appropriate knowledgeable authority and shall strictly adhere to sound engineering practices, prescribed and required for multi storied building construction of the scale

Mahadeo Infratech

Partner

the project has been sanctioned and construct earthquake resistant apartment over the Schedule-A property of this deed.

33. For the purpose of carrying only the construction and completion of the said multi storied building truthfully and expeditiously the developer will be entitled to do at its cost and responsibility all or any of the acts, deeds and things subject to other provisions of this agreement.

34. The construction work will start immediately on execution of this Development Agreement.

35. The parties hereto acknowledge that this Agreement supersedes all prior communications and agreements between them including all written or oral proposals.

36. That the name of project/multi-storied building should be in the name & style of **"MATHURA ENCLAVE".**

SCHEDULE-A

ALL THAT amalgamated piece and parcel of land measuring 5810 sq. ft. (Five Thousand Eight Hundred & Ten square feet only) equivalent to 8.06 kathas bearing its Municipal Survey Khesra no. 979 Ka Kha ga, Khata no. 611, Jamabandi Number 611 and New Part Present 13 and New Page Number 77, Municipal Survey Ward No. 7, bearing Holding numbers 135 & 136 , ward number 20 of Bhagalpur Municipal Corporation situated at Mohalla: Kharmanchak, D.N.Singh Road, Bhagalpur, Police Station: Adampur, District: Bhagalpur, Anchal Jagdishpur, Registration Office at Bhagalpur, and which is bounded as follows:

Mahadeo Infratech

Partner

North: Nand Kishore Gupta

South: Neelam Kumar

East : Gurdo Mistry and Nitya Nand Mitra

West: D.N.Singh Road

Details Schedule of Land for calculation of Stamp Duty valued at Grade -1 Commercial.

1. Total area of the land 5810 sq feet equivalent to 13.363 decimal @ Rs.20,00,000/- Per Decimal
   Khesra Number 979 Ka area 8.042 decimals Rs.1,60,84,000/-
   Khesra Number 979 kha area 4.95 decimals Rs.99,00,000/-
   Khesra Number 979 ga area 0.371 decimals Rs. 7,42,000/-
   Rs.2,67,26,000/-.
2. Total Constructed area of the Building 6000 sq feet
   6000 sq feet x 2400/- = Rs.1,44,00,000/-
3. Refundable Security amount ---------- Rs.56,00,000/-

Total Rs.4,67,26,000/-

Stamp duty is paid on the value of Grade 1 Commercial Land .

IN WITNESSETH WHEREOF the owners and the developer have hereunto sign and execute this Development Agreement on this the ...7th...day of February, 2020.

Signed, sealed and delivered in the presence of

Witnesses:-

1 07.02.20

2 07.02.20

3 07.02.20

4 07.02.20

5 07.02.20

Mahadeo Infratech

07.02.20

Partner

SCHEDULE-B

Number of Flats in the share of Owners :- As for deed.

Number of Flats in the share of Developer :- As for deed.

Number of Parking Space in the share of Owners :- As for deed.

Number of Parking Space in the share of Developer :- As for deed

Floor Area on Ground Floor & First Floor in the share of Owners :-
50% on the south side.

Floor Area on Ground Floor & First Floor in the share of Developer:-
50% on the north side.

SCHEDULE-C

Specifications

Quality of Doors & Windows :- Flash Door & Alluminium sliding windows

Bathroom fittings & fixtures :- An ISI certify fittings and ISI certify wall tiles.

Electrical fittings & Fixtures :- Repeated brand with ISI Certify

Floor tiles & Marbles :- ISI certify tiles.

Specifications of Kitchen :- Granite on the slab, steel sink

Quality of walls and Cellings :- Wall Putty

Quality of Generator :- Good quality with ISI branding

Quality of Elevator/lift :- of Good quality 6 person with ISI branding

Quality of outside of walls and colour/quality of paintings :- Samo cem/Primer

Quality of railing at upstairs as well as at balcony :- Iron

Mahadeo Infratech
Partner

Witnesses :—

1.
Ashinaroy Mitra.
S/o Late Ajit Mitra.
M. P. Diwedi Road
Bhagalpur.
P.S. Kotwali
Bhagalpur
07.02.2020

2. Akhilesh Kumar Mandal
S/o - Premchand Mandal
Tulsipur P.S - Kharik
Bhagalpur
07.02.2020

(OWNERS)

1. Bageshwari Pd
07.02.20
2. [illegible] 07.02.20
3. Siddharth Shaha
07.02.20
4. Kamal Shankar
07.02.20
5. Ashilpy
07.02.20

(DEVELOPER)

Mahadeo Infratech
Rajiv
07.02.20
Partner

जिला अवर निबंधक

निबंधन कार्यालय, भागलपुर ।

नजरी नक्शा

टोकन नं0 :– 1298/2020 दस्तावेज सं0 :– दिनांक:–

लेख्यकारी का नाम एवं पता :– (1) Sri Shiv Shankar Prassad S/o Late Jagats Prassad R/o. Mohalla – D.N. Singh Road, Kharmanchak P.S. Atampur Bhagalpur & others

लेख्यधारी का नाम एवं पता :– M/s Mahadeo Infratech Sri Rajeshkr. S/o Late Chandrika Pd. Singh R/o. Tahbalpur P.S. Ladipur, Bhagalpur

मौजा / महल्ला– D.N. Singh अंचल Jagdishpur जिला:– Bhagalpur थाना / वार्ड नं0:– 20
R/d Kharmanchak

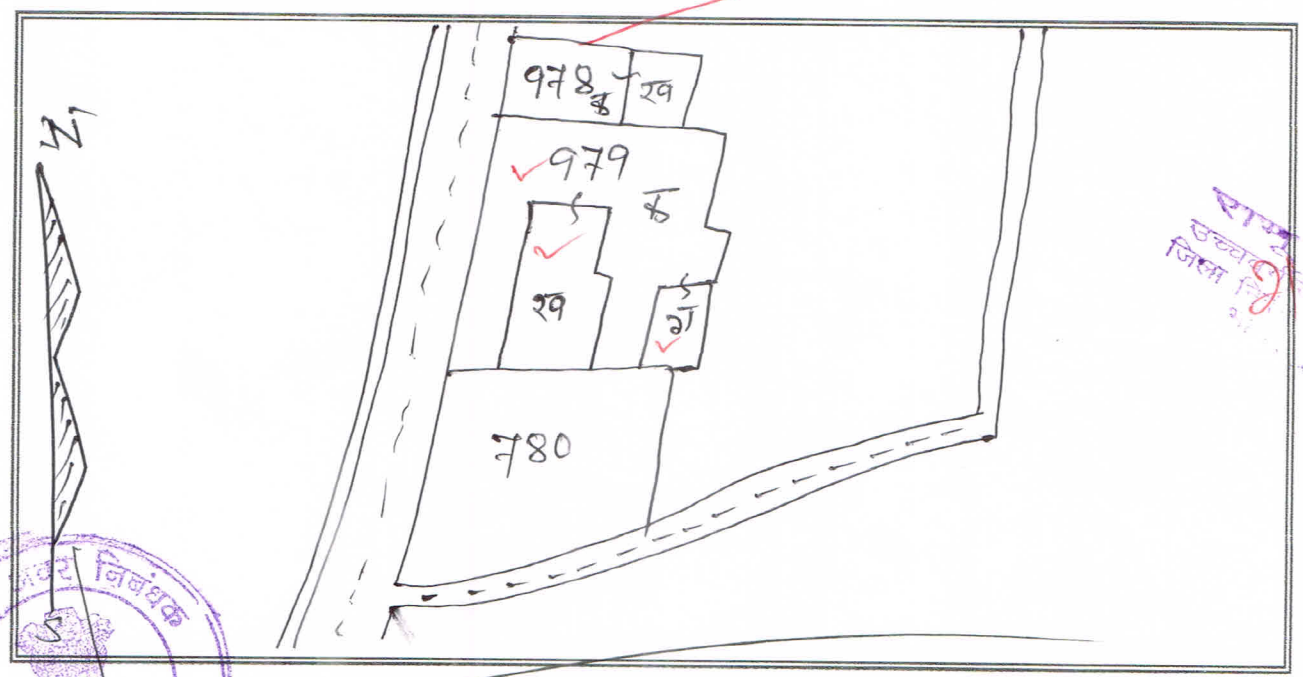
खाता नं0	खेसरा नं0	रकवा
611	979 Ka, Kha, Ga	5810 Sq.ft.

उत्तर – Nand Kishor Gupta

दक्षिण – Neelam Kumar

पूरब – Gurdo Mistry & Nitya Nand Mitro

पश्चिम – D.N. Singh Road.



लेख्यधारी का हस्ताक्षर

Mahadeo Infratech
Rajit
07.02.20
Partner

लेख्यकारी का हस्ताक्षर

1. Shiv Shankar Pd 07.02.20
2. [illegible] 07.02.20
3. Siddhartha Shukla 07.02.20
4. Kunal Shankar 07.02.20
5. [illegible] 07.02.20



Shreshankar Pd
7/2/2020

Rajit
07/02/2020

T.NO-1298 D-07/02/2020.

Developer

के देशानुसार ~~मानचित्र कैम्प~~ एवं ~~निर्देश~~ द्वारा दिखाये गये भूखण्ड, मुहल्ला/~~गाँव~~ स्वरमन-चक वार्ड नं0/~~थाना~~ नं0 20 होल्डिंग नं0 135 & 136 अन्तर्गत 30 फीट चौड़ा रोड रोड का बस्तावेज में वर्णित चौहद्दी के अनुरूप स्थल जाँच किया गया/जाँचोपरान्त उक्त भूखण्ड पर 6000 वर्गफीट संरचना ~~तामीर~~/~~दीवार~~ आर.सी.सी./आर.बी.सी./खपड़ा पोश निर्मित है, जो व्यवसायिक/आवासीय/~~विकासशील~~ प्रथम/~~द्वितीय~~ श्रेणी की है। भूमि व्यवसायिक प्रथम श्रेणी की है

~~हस्ताक्षर~~ चन्द्रशेखर सिंह
07/02/2020.

जिला उच्च निर्वाधक
भागलपुर

INDIA NON JUDICIAL
Government of Bihar
e-Stamp

1298

Certificate No.	:	IN-BR08645100216124S
Certificate Issued Date	:	06-Feb-2020 02:58 PM
Account Reference	:	SHCIL (FI)/ brshcil01/ BHAGALPUR/ BR-BHG/ BGP
Unique Doc. Reference	:	SUBIN-BRBRSHCIL01098749949895 24S
Purchased by	:	MS MAHADEO INFRATECH THROUGH RAJESH KUMAR
Description of Document	:	Article 5 Agreement or memorandum of an Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	Not Applicable
Second Party	:	MS MAHADEO INFRATECH THROUGH RAJESH KUMAR
Stamp Duty Paid By	:	MS MAHADEO INFRATECH THROUGH RAJESH KUMAR
Stamp Duty Paid (Rs.)	:	0 (Zero)
Reg. fee (Rs.)	:	0 (Zero)
LLR & P Fee (Rs.)	:	0 (Zero)
Miscellaneous Fee (Rs.)	:	0 (Zero)
Discore SC (Rs.)	:	1,000 (One Thousand only)
Total Amount (Rs.)	:	1,000 (One Thousand only)

SHCIL BHAGALPUR

SCROLL CHECKED

Locked By

Do not write or type below this line

SR 0007419391

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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. 935520/-**	Amt.Paid By N.J Stamp Paper	**Rs. 1000/-**
Addl.Stamp duty paid under Municipal Act	**Rs. 0/-**	Amt.paid through Bank Challan	**Rs. 956520/-**

Registration Fee

FEE PAID

A1	21000	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- 21000

LLR + Proc Fee		Service Charge
LLR	0	
Proc.Fee	0	1000
Total	0	

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 22000

Registering Officer
Bhagalpur

Date: 07/02/2020

Endorsement under section 52

Presented for registration at Registration Office, Bhagalpur on Friday, 07th February 2020 by Shiv Shankar Prasad Jayanti Prasad by profession Others. Status - Executant

Shivshankar Prasad
7/2/2020

Signature/L.T.I. of Presentant **Date:07/02/2020**

Registering Officer
Bhagalpur

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Mrinmoy Mitra' age '64' Sex 'M', 'Ajit Kumar Mitra', resident of 'Mahaveer Tower,m P Dwivedi Road,bhagalpur'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Bhagalpur

Date : 07/02/2020

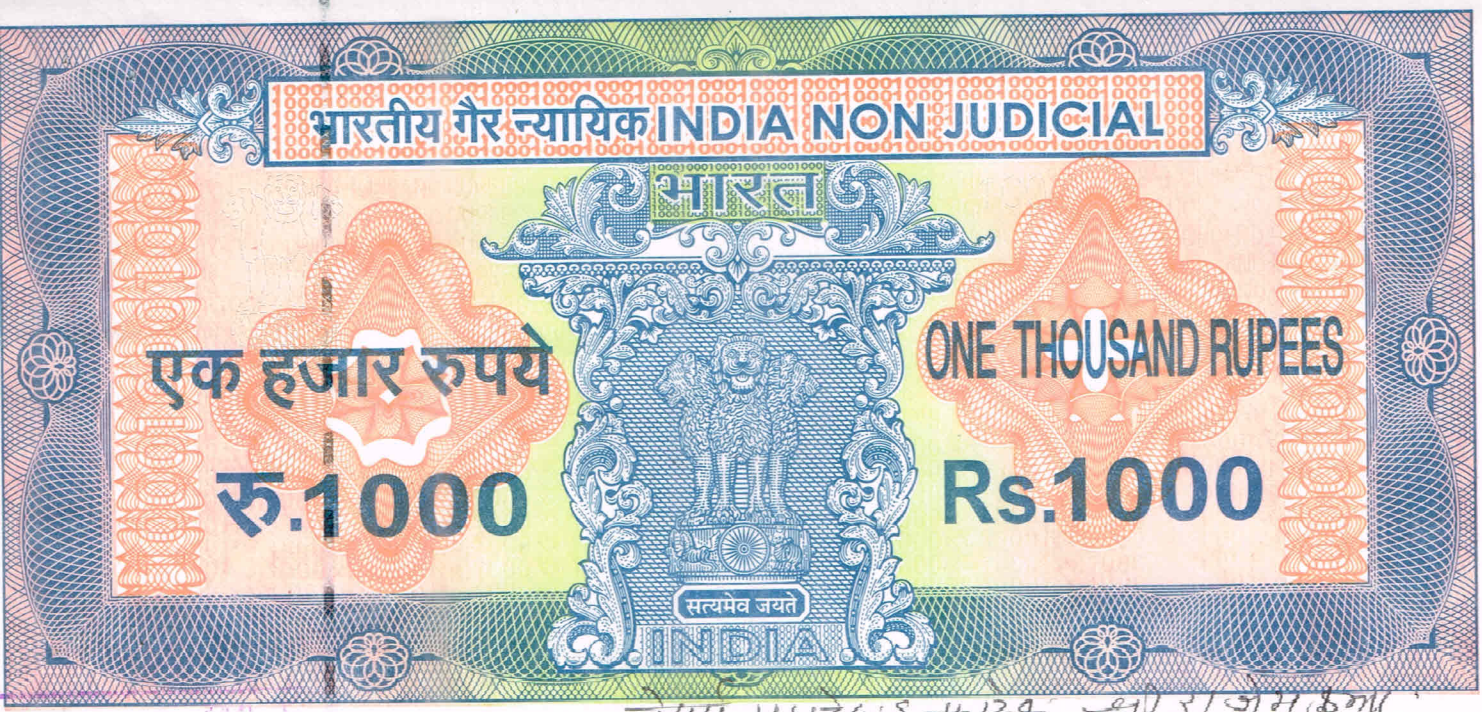
Endorsement of Certificate of Registration under section 60

Registered at Registration Office Bhagalpur in Book 1 Volume No. 22 on pages on 429 -456, for the year 2020 and stored in CD volume No. CD-4 year 2020 .The document no. is printed on the Front Page of the document.

Registering Officer
Bhagalpur

Date : 07/02/2020

Token No. : 1298 Year : 2020 S.No. : 1296 SCORE Ver.4.1 Deed No . :d No . : 1295



बिहार BIHAR

AE 984739

ABANIKANT PANDEY
Stamp Vendor
L. No. -1/2001-02
Court Compound
Bhagalpur

THIS SUPPLEMENTARY INDENTURE MADE and executed on this the th Day of February, 2020 BETWEEN

1. **Shri Shiv Shankar Prasad**, son of late Jayanti Prasad, Aadhar Number 8842 6949 7142, PAN AFEPP3873K 2. **Shri Sanjay Shankar**, son of Shri Shiv Shankar Prasad, Aadhar Number 3259 9146 8377, Mobile Number 9006733179, PAN

THIS SUPPLEMENTARY INDENTURE MADE and executed on this the 06th Day of February, 2020 BETWEEN

1. **Shri Shiv Shankar Prasad**, son of late Jayanti Prasad, Aadhar Number 8842 6949 7142, PAN AFEPP3873K 2. **Shri Sanjay Shankar**, son of Shri Shiv Shankar Prasad, Aadhar Number 3259 9146 8377, Mobile Number 9006733179, PAN

BIQPS6551P 3. **Siddharth Shankar**, Son of Sri Sanjay Shankar, Aadhar Number 4091 3994 8981, PAN FCBPS0271P 4. **Kunal Shankar**, Son of Sri Sanjay Shankar, Aadhar Number 8897 1140 3208, PAN FCMPS3318Q 5. **Mrs. Nikita Shilpy**, Wife of Sri Sanjay Shankar, Aadhar Number 4026 1711 9293, PAN BFNPS4069E all residents of D.N. Singh, Kharmanchak, P.S. Adampur, Town & District: Bhagalpur (hereinafter referred to as the **"OWNERS"**, which terms or expression shall, unless excluded by or repugnant to the subject or context, be deemed to include their heirs, nominees, allotees, executors, administrators, representatives, assignees and successors in interest) of the **ONE PART,**

AND

M/s Mahadeo Infratech, a partnership firm, PAN ABLFM6782D, through its Partner, Sri Rajesh Kumar, S/o Late Chandrika Prasad Singh, Resident of Tahbalpur, P.S. Lodipur, Town & District: Bhagalpur Aadhar Number 4712 9979 6122, Mobile Number 7992361922 ,PAN AQBPK6469J (hereinafter called and/or referred to as **"DEVELOPER"**, which terms or expression shall, unless it be repugnant to the context or meaning there of, means and includes their administrators, representatives, nominees, allotees, executors, transferees, assignees and/or successors in interest) of the **OTHER PART.**

WHEREAS the parties hereto have earlier entered into a Development Agreement for the development of the land of the OWNERS at the cost and expenses of the DEVELOPER vide deed dated 06/02/2020 registered at the District Sub-Registrar's Office at Bhagalpur on 06/02/2020.

AND WHEREAS on account of some new development and revelation by the parties hereto there arose a necessity for execution of supplementary agreement of the said deed dated 06/02/2020. The said fact has been noted by the parties after executing the same. In order to remove any difficulty and make the terms of the agreement in line with the mutual understanding of the parties, the parties are executing this present supplementary agreement.

Now, this Supplementary Agreement hereby witnessed as follows:

1. That the developer hereby undertakes that it shall pay the monthly rent at par/actual to the Owners from the date of their shifting to another rental house till the final completion of the entire project of Mathura Enclave, i.e. the proposed construction of multistoried building over the Scheduled property of 5810 square feet.

2. The Developer has deposited a refundable non-interest bearing security amount of Rs. 56,00,000/- (Fifty Six Lakhs) (

Rs.40,00,000/- by Demand Draft to clear the loan amount of Siddharth Feeds in Central Bank of India and Rs.16,00,000/- by account payee cheques) only to the Owners to be refunded/adjusted within Four months from the completion of the project. Adjustment, if any, shall be made from the owner's allotted share on the fourth floor only at a mutually agreed price.

3. The parties hereto have agreed that in case the OWNERS fail to refund the aforesaid non interest bearing refundable security amount to the Developers within the stipulated time then the OWNERS undertakes to adjust the said amount by transfer of area from their share equivalent to the said amount to the Developer or any other person nominated by the Developer to be calculated @Rs.3500/- per square feet of super built up area on the fourth floor of the said building.

4. That it is further agreed between the parties hereto that the DEVELOPER shall not sell, transfer or convey any flat/unit etc to such persons who are in animosity with the OWNERS including but not limited to Sri Shailendra Kumar Sinha, a retired police officer, or any of his relatives.

5. That the DEVELOPER undertakes to clear of the entire previous electric dues standing in the name of the OWNERS or their business firm and under no circumstances the OWNERS shall be held liable for payment of the same.

6. That the DEVELOPER further undertakes to clear of the entire previous Municipal dues standing in the name of the OWNERS and under no circumstances the OWNERS shall be held liable for payment of the same till the completion of the project.

IN WITNESS WHEREOF THE PARTIES HEREBY HAVE HEREUNTO AFFIXED RESPECTIVE SIGNATURES THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN

Signed, sealed and delivered in the presence of
Witnesses:-

1. Late Ajit Mitra.
M. P. Dwivedi Road
Bhagalpur.

(OWNERS)

2. Ritesh Kumar
S/o Sri Subash Chandra
Mohalla- Budhanath Bhagalpur.

(DEVELOPER)