Serial No. 9026 Circle:-:Kishanganj 9161 Book No. :- 1 Deed No. 8887

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

सत्यमेव जयते

INDIA



43

30/9

बिहार BIHAR

Serial No. 9026

14669

AR 797469

Deed No. 8887

Daftari Developers Director Manoj Kr Daftari at Bhagalpur

Md. Mashkoor Alam

Advocate

Licence No. 26/94/Kis.

SEP 2022

बिहार सरकार

जिला निबंधन कार्यालय, किशनगंज

पृष्ठांकन का सारांश

दिनांक **30/09/2022** को **Sunil Kumar Daftari** द्वारा यह दस्तावेज निबंधन हेतु उपस्थापित किया गया। इसमें रू0 **222000** मुद्रांक शुल्क एवं रू0 **22000** निबंधन तथा अन्य शुल्क का भुगतान किया गया । दस्तावेज ग्राह्य पाया गया । जिन व्यक्तियों 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 **8887** के रूप में पुस्तक सं0 **1** की जिल्द सं0 **155** के पृष्ठ सं0 **61** से **83** तक **CD 24** में आज निबंधित एवं कुल **23** पृष्ठों में संधारित किया गया ।

Daftari Developers Pvt. Ltd.

Director

30/09/2022

30/9/22

अमित प्रकाश

निबंधन पदाधिकारी

दिनांक– **30/09/2022** टोकन नं. **9161/2022**

Fee Deposited Through Bank Challan by The Party Vide Seroll No. 9722V Dt.

सरकारी भूमि भूहदबन्दी वाद लाल कार्ड न्यायालय आदेश आदि से सम्बंधित रोक सूचि से मिलान किया।

30/9/2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE THIS THE **30th** DAY OF **SEPTEMBER 2022**, AT KISHANGANJ (BIHAR)

जिला निबंधन कार्यालय किशनगंज

SCANNED BY

Read the document and found correct

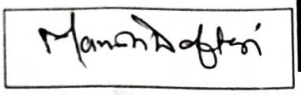
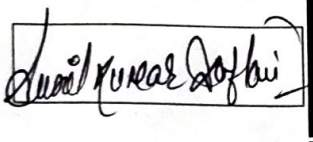
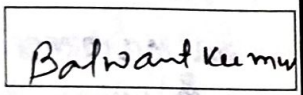
Development area 39.60 Decimal

Sunil Kumar Daftari

30/09/2022

District Registry Office,Kishanganj

Token Number 9161 | Reg. Year 2022 | Serial Number 9026 | Deed Number 888

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Daftari D.P.Ltd (Manish Kumar Daftari						
Sig.							
Presented By	Sunil Kumar Daftari	☒ Photo	☒ Thumb	☒ Index	☒ Middle	☒ Ring	☒ Little
Sig.							
Executant	Sunil Kumar Daftari						
Sig.							
Identified By	Balwant Kumar						
Sig.							

SCORE Ver.4.0 | Powered by IL&FS Technologies Ltd. | Biometric Captured By 4000sop029

Sunil Kumar Daftari
30/9/22.

BETWEEN

Sunil Kumar Daftari aged about 44 Years (Aadhar – 5781 8230 8977, PAN: ACLPD6322P & Mob. 9430077777) son of Jaykaran Daftari, resident of Bhagat Toli Road, P.S Kishanganj, District Kishanganj, Pin Code 855108, Occupation-Business, by Faith-Hindu (Jain), Nationality-Indian, hereinafter referred to **"LAND OWNER"** (which term unless excluded by or repugnant to the context shall mean and include his heirs, executors, administrators, legal representatives, successors and assigns) of the FIRST PART.

AND

DAFTARI DEVELOPERS PRIVATE LIMITED a Company registered under The Companies Act 1956, bearing its corporate Identity No. U45209WB2009PTC135709, having its Office at Rajbari City Centre, Paschimpali Chowk, Kishanganj, represented through its Director **Manish Kumar Daftari aged about 40 Years son of Raj Karan Daftari,** resident of Daftari House, Acharya Tulsi Marg, Bhagat Toli Road Pin Code-855108, P.S Kishanganj, District Kishanganj, in the State of Bihar, Occupation- Business, by Faith-Hindu (Jain), Nationality-Indian, hereinafter refer to as the **"DEVELOPER"** (which term unless excluded by or repugnant to the context shall mean and include his/its heirs, executors, administrators, legal representatives, successors and assigns) of the SECOND PART.

PAN: AADCD1659A **Mob. 9430504070**

WHEREAS, the property more fully described in

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schedule-A of this deed was the purchased property of the Land Owner Sunil Kumar Daftari Under Nagar Palika Kishanganj Ward No. 21, Thana No. 110, Tauzi No. 07, Sabik Khata No. 8, Sabik Khesra No. 360, which is under Nagar Palika Survey Khata No. 3, Nagar Palika Survey Khesra Nos. 187/6 air 45 Point, 188/6 air 95 Point, 189/90 Point, 197/1 air 70 Point, Minjumla Land 16 air = 15 Kathas 4 Dhurs 6 Dhurkies equivalent to 39.60 Decimals, Situated at Mauza Sundrayan, Pargana Surjapur, P.S Kishanganj, District Kishanganj through registered Sale Deed Dated 18.02.2010 as Deed No. 1328, Serial No. 1346 in Book No. 1, Volume No. 13, Pages 263 to 267, Token No. 1354, which was registered at Kishanganj Registry Office purchased from Raisuddin son of Late Imam Ali, resident of Teghriya Kishanganj, and since then the said Land owner Sunil Kumar Daftari owned and possessed the same as absolute owner thereof.

AND WHEREAS, the said Sunil Kumar Daftari got his name mutated in Circle Office Kishanganj, and whereupon the revenue rent receipt has also been issued from Circle Office Kishanganj vide its Jamabandi No. 2455, Bhag Vartman 12, Pristh No. 2455.

AND WHEREAS, the Land Owner covenant that the aforesaid property in his exclusive possession with absolute right, title and interest and the same is free from all encumbrances, debts, lien, charges and attachments and in marketable condition and have in himself good right, full power and absolute authority and title to transfer the whole or part of the said property owned and possessed the same and he came and remained in peaceful physical and exclusive possession over the same as absolute Owner.

AND WHEREAS, the said land owner and Developer had or have applied for approval of sanction plan of the Bihar Municipal Act, and said competent authority / Nagar Parishad Kishanganj approved the sanctioned layout map vide its **Plan No. 41 / 2022-23 dated 22.06.2022** to construct a multi storied building on the aforesaid land

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known as **"RAJBARI GRANDE"** Block-B G+6th storied residential building and Block-C G+7th storied residential building.

AND WHEREAS, the aforesaid land owner / First Party was not in position to construct multi storied building over the said plot and the owner was such of reputed developer to construct multi storied building on the aforesaid land.

AND WHEREAS, the **DAFTARI DEVELOPERS PRIVATE LIMITED**, a company incorporated under the companies Act. 1956, is a Private limited company & also happen to be one of its Director Sunil Kumar Daftari and one of its main objective is to acquire landon conversion basis or self purchase and to construct thereon multistoried commercial / residential / Apartment andto sell the same to its various Buyers.

AND WHEREAS, to achieve the above object the DAFTARI DEVELOPERS PRIVATE LIMITED was in search of be land to developed and to construct multi storied building on the basis of conversion and as such the land ownerexpressed his desire to give on conversion to build an Apartment and after knowing his desire DAFTARI DEVELOPERS PRIVATE LIMITED, the Developers approached him. The Land Owner of the First Part is the Absolute Owner of the land and now it has been agreed between the parties that the Second Party i.e. the Developer undertake to make construction of Multi-Storied Building named as **"RAJBARI GRANDE"** over the land fully described in Schedule-A of this deed and the share will be divided between the Land Owner and the Developer in which land owner share will be aggregated Entire Third Floor, Fourth Floor, Fifth Floor and Sixth Floor in purposed Block B including Earmarked 1 to 6 Car Parking Space on Ground Floor including Common Passage under campus of the

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proposed building, Top Terrace etc i.e. 2/3rd share of Block-B respectively and rest share of Block-B in which developer share will be aggregated Entire First Floor, Second Floor in purposed Block B including Earmarked 7 to 13 Car Parking Space on Ground Floor including Common Passage under campus of the proposed building, Top Terrace etc i.e. 1/3rd share of Block-B respectively AND Entire building of Block-C i.e. G+7 storied building will be in the share of the developer including Common Passage under campus of the proposed building, Top Terrace etc in the Built-up Area and Parking Space etc. and now Land Owner is entitled and competent to execute, this present Deed of Development Agreement.

NOW THESE PRESENCE WITNESSETH AS FOLLOW:-

1. That the Developer, Second Party, has agreed to develop and construct at its own account Multi-Storied residential building on the said property fully described in schedule-A below at his own account and expenses and with his own resources after obtaining all the requisites clearance, permission.
2. That the Land Owner shall have no objection if the aforesaid building plans are submitted for registration in RERA etc. and agreed to sign all such papers that may be deemed necessary by the Land Owner and Developer for the same. However all fees, cost, charges and expenses relating to such approvals / sanctions shall be borne by the Developer of its/his account.
3. That it is further agreed that any alteration or revision of the aforesaid plans within the parameters of Kishanganj / Competent Authority and if there is an increase in F.A.R., during the period of the construction or before, the share of the constructed area of the Land Owner and

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Developer shallbe proportionately increased.

4. That after signing of this Development Agreement the Land Owner shall hand over the possession of the land tothe developer.

5. That it has been agreed between the parties that the Second Party Developer shall complete the construction work within a period of **Five Years plus grace period of Six months** after execution of this Development Agreement.

6. That the proportionate share of the Land Owner and Developer in the Built-up Area of the Project shall be in which land owner share will be aggregated Entire Third Floor, Fourth Floor, Fifth Floor and Sixth Floor in purposed Block B including Earmarked 1 to 6 Car Parking Space on Ground Floor including Common Passage under campus of the proposed building, Top Terrace etc i.e. 2/3rd share of Block-B respectively and rest share of Block-B in which developer share will be aggregated Entire First Floor, Second Floor in purposed Block B including Earmarked 7 to 13 Car Parking Space on Ground Floor including Common Passage under campus of the proposed building, Top Terrace etc i.e. 1/3rd share of Block-B respectively AND Entire building of Block-C i.e. G+7 storied building will be in the share ofthe developer including Common Passage under campus of the proposed building, Top Terrace etc in the Built-up Area and Parking Space etc.

7. That as consideration aggregated share in the said property to be conveyed/transferred by the Land Owner and the Developer agrees to deliver and give possession to the land owner share will be aggregated Entire Third Floor, Fourth Floor, Fifth Floor and Sixth Floor in purposed Block B including Earmarked 1 to 6 Car Parking Space on Ground Floor including Common Passage under campus of the proposed building, Top Terrace etc i.e. 2/3rd share of Block-B respectively of the total Built-up Area of the said building to

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be constructed by the Developer at its own account on the said property hereinafter called the Land Owner Area. The balance of rest share of Block-B in which developer share will be aggregated Entire First Floor, Second Floor in purposed Block B including Earmarked 7 to 13 Car Parking Space on Ground Floor including Common Passage under campus of the proposed building, Top Terrace etc i.e. 1/3rd share of Block-B respectively AND Entire building of Block-C i.e. G+7 storied building will be in the share of the developer including Common Passage under campus of the proposed building, Top Terrace etc. and shall hereafter be called the Developer's area to which it alone shall be entitled to, for having constructed the entire land at its own cost and expenses. The Developer shall not be liable to get any amount or expenses incurred by it on any account or in the construction of the aforesaid from the Land Owner in lieu of the aforesaid Land Owner area.

8. That the Land Owner may at his own sweet will agree to sell, convey, transfer and/or assign to the Developer and/or its nominee(s) including a co-operative Housing Society, Association of persons, Firm, Body corporate etc. free from attachments charges, and encumbrances as mentioned above of the total Built-up Area in the said property as consideration for Developers developing the said property at their own cost and expenses.

9. That the Land Owner and his nominees shall solely and exclusively be entitled to the Owner area and they shall have absolute right, title and interest over the Owner area and shall be fully entitled to enjoy the same either themselves, individually or collectively or shall be fully entitled to transfer, convey, grant, otherwise, alienate its/his interest, in any manner as deemed fit by them to any person. Associations of persons, firms, Government agencies etc. on such terms and conditions as may be decided by the Land Owner individually or collectively.

10. That the Land Owner will always keep the Developer

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indemnified against all claims arising out of all their actions committed in the past with regards to the said property over which the said Multi-Storied Building proposed thereon.

11. That the Developer and/or nominees shall solely and exclusively be entitled to the Developer's area, and the Developer shall have absolute right, title and interest over his share of the developed area and they shall be fully entitled to transfer, convey, grant, otherwise alienate his interest, in any manner as deem fit to any person, Association of societies, Government Agencies, etc. on such terms and conditions as may be decided by the Developer or its nominees individually or collectively.

12. That the Developer agrees to construct, and give possession of the Land Owner area to the Land Owner within a period of **Five Years plus grace period of Six months** after approval of Building Plan.

It is reasonably expected that the Developer will be able to complete the entire construction of the aforesaid building within the stipulated period.

13. That the aforesaid Project schedule is subject to force major clause i.e. fire, tempest, floods, Pandemic, inclement or any other acts of God.

14. That it is hereby expressly, irrevocably and irretrievably agreed and declared by the Land Owner that delivery of possession of 1/3rd share in Block-B only and entire Block-C including 7 (seven) Car Parking Space in Block-B on Ground Floor of the total Built-up Area of the aforesaid building to the Developer in manner provided herein shall form and always be deemed to form fair and reasonable. Consideration for Developer's developing and constructing etc. the multi-storied building on Land Owner property (Land).

15. That the Land Owner /Developer shall at no time demand any sum or premium or any interest in any dealing

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regarding sale of Land Owner/Developer's area and the Owner/Developer shall execute all such deeds and documents as may be required by the Land Owner /Developer in this regard.

16. That the Land Owner or their nominees will not interfere in the execution of the work nor put any hindrance in any of the activities of the Developer in development, construction and sale of the Developer's area of the aforesaid project subject to the Land Owner right to intervene for safeguarding his interest.

17. That the Land Owner hereby irrevocably undertake not to sell, dispose off, alienate, encumbrance, lease or otherwise, transfer the said property or any part thereof during the continuation of this agreement and undertake not to do any act, deed matter, or things as shall be in breach of the terms of this agreement. The Land Owner shall at no point of time during the continuation of this agreement dispossess the Developer from the said property provided the Developer stick to the terms of this Agreement.

18. That the Developer shall develop the said property at its own account and name and shall alone be responsible for the development of the said property and neither the Land Owner nor any other persons claiming through the Land Owner shall have any right or interest in the development of the said property except in relation to the Land Owner area, as specified above.

19. That the Developer shall be entitled to enter into agreements for sale, or otherwise allot flats, parking spaces comprised in the Developer's area in the said building which is 1/3rd share in Block-B only and entire Block-C including 7 (seven) Car Parking Space in Block-B on Ground Floor of the total Built-up Area of the aforesaid building and which does not from part of the Land Owner area. Whenever

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required by the Developer the Land Owner will join as confirming party in all such agreements, sale deeds, deed of allotment etc. The Developer may enter into and the Developer shall exclusively be entitled to realize all amounts receivable under such agreement, sale deeds, deeds of allotments etc.

20. That similarly the Land Owner shall be fully entitled to enter into agreement for sale or otherwise allot flats, parking spaces comprised of the Land Owner area in the said building which is aggregated Entire Third Floor, Fourth Floor, Fifth Floor and Sixth Floor in purposed Block B including Earmarked 1 to 6 Car Parking Space on Ground Floor including Common Passage under campus of the proposed building, Top Terrace etc i.e. 2/3rd share of Block-B respectively and rest share of Block-B of the Total Built-up Area and which does not form part of the Developer's area. Whenever required by the Land Owner the Developer will join as confirming party in all such agreements, sale deeds, deed of allotment etc. The Land Owner may enter into and the Land Owner shall exclusively be entitled to realize all amounts receivable under such agreement, sale deeds, deeds of allotments etc.

21. The Land Owner agree and undertake that he shall execute Registered Development Agreement according to Bihar Ownership Apartment Act 2006, and Bihar Ownership Apartment Rules 2006, and in this Act there is further no need of Power of Attorney in favour of Developer and/or its nominee or nominees so that no hindrance or obstruction is caused to the Developer in carrying out and discharge his obligation under these present and thereby giving the Developer right and authority to have and enjoy peaceful possession of the said property and to do all such acts, and/or things that may be necessary for the Development, planning, constructing of the said building. It is however expressly agreed that under stood between the parties that

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the aforesaid general power of attorney shall be governed by the provisions of this Development Agreement and in case of any conflict between provisions of the aforesaid power of attorney and this development agreement, the provisions of the latter shall prevail.

THAT THE DEVELOPER FURTHER UNDERTAKES:-

I. That it will not do any act of commission, omission, expressly or impliedly or directly or indirectly by which the Land Owner right, title and interest over the said property may in any manner be adversely affected.

II. To indemnify the Land Owner and always keep them indemnified and harmless in respect to all claims, damages, compensations or expenses payable in consequence of any injury or accident sustained by any workmen, artisan or other persons in the property whether in the employment of the Developer or not while in or upon the said property and during the period of construction of the said building thereon.

III. During the construction of the said building the Developer may be required to create equitable or any legal mortgage of the construction thereon in part (Developer's Area) for obtaining loan for expediting construction or for the individual purchaser of flats etc. In such an event the Land Owner if required shall join the Developer in creation of such mortgage on the terms to be mutually agreed without any liability whatsoever on Land Owner. However, the Developer affirms and undertake that all moneys obtained as loan by pledging, hypothecating or mortgaging the Developer's area of the said property or creating charge on the Developer's area of said property (building under construction) shall be exclusively invested for construction and development of the said building only and such money shall not be diverted to/ invested in any other project work or purpose of the Developer.

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22. That in case there be any defect in the title of the Land Owner or thereby any liability or any encumbrances, then in such event, the Developer shall be entitled to have such defects cured and/or liability cleared for and on behalf of the Land Owner and at the Land Owner cost and expenses, after intimating the Land Owner in writing.

23. That all-out going viz., rates, rents, taxes, duties etc. in respect of said property and any existing buildings thereon, till the date of this agreement shall be borne and paid by the Land Owner and the outgoing after the date of this agreement till the delivery of possession of the Land Owner area shall be borne and paid by the Land Owner.

24. That in any event the Land Owner without prejudice to foregoing declarations agree and undertake to remove all the doubts and defects in title if any and clear all outstanding save or otherwise provided above at his own cost so that ultimately the said property is delivered to Developer to its/his nominees free from all encumbrances and defects.

25. That after delivery of the Land Owner area to the Land Owner all out goings in respect of the Land Owner area of the said property and the said building thereon shall be borne and paid by the Land Owner.

26. That the Developers are hereby authorized by the Land Owner as follows:-

[a] To have the plan of the proposed building to the constructed on the said Property prepared in accordance with the rules and regulations of the concerned authorities ensuring construction to the maximum FAR (Floor Area Ratio) and to submit the said plans to the concerned authorities for the sanction. The veracity of all documents regarding the title over the land of the Land Owner shall be verified by the Developers before submitting development plan to concerned authorities.

[b] To appoint surveyors, engineers, contractors,

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workers and other necessary person or persons.

[c] To make application to the concerned authorities for obtaining electrical, water and other connections and forpermit or permits quotas for cement, steel and other controlled building materials.

[d] To accept of any Writ, summon or other legal process or notice and to appear and represent the Land Owner in any court of law or before the Magistrate, judicial Tribunal and other Tribunals in connection with the Development of the said property, and to commence on or institute and defend suits, action or other proceedings if any or before any public Office or Tribunal relating to the development of the said property or part thereof and to file all necessary Vakalatnama, Claims, Plaints, Order, application, Affidavits, Petitions and other document, papers and writing and all cost and fee relating to the said litigation's shall be paid by the Developer. However, if any dues/ outstanding relating to litigation's other than those arising out of development activities over the said property such as regarding the title of the Land Owner over the land etc. prior to this Development Agreement shall not be the responsibilities of the Developer and shall be reimbursed by the Land Owner to Developer.

[e] To mortgage the Developer's share free from all encumbrances only of the said property with financial institutions/any Nationalize Bank for enabling the purchasers of tenements to obtain loan against their tenements and the Owner agrees to sign all the documents and statutory papers for this purpose without any responsibility for the housing loan and all liabilities goes upon the developer only.

[f] The Developers shall be entitled to sale directly the Developer's share of residential area and car parking spaces of their share to their respective buyers and shall be entitled to execute sale deeds in their favor in respect of Developer's area.

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[g] After the sanction of the drawing by the architect/Kishanganj the Land Owner area and Developers area shall be clearly demarcated. The Land Owner have the right to sale, transfer or otherwise disposed off their own share clearly marked and allotted to them in plans as passed by the architect/Kishanganj and other necessary authorities.

[h] The Developer will not do any act of omission or commission, directly or indirectly, expressly or impliedly by which the Land Owner right title and interest over the said property may in any manner be adversely affected.

[i] That the Land Owner hereby irrevocably undertake not to sale, dispose of or alienate with the possession of the said property or any part there of save and except putting the Developer in possession thereof for the purpose of developing the said property as per this development Agreement.

27. The share of the Land Owner and the Developer share is in the proportion mentioned herein floor wise.

Distribution of shares of the **DEVELOPED PROPERTY**

LAND OWNER SHARE IN THE PROPOSED MULTI STORIED BUILDING (G+6TH) IN BLOCK-B

Ground Floor : Parking area earmarked 1 to 6 on Ground Floor as the share of the Land Owner.

Entire Third Floor : Built-up Area 312.46 Sq.M. which includes Flat No. 301 (Built up Area - 154.909 Sq.M) & Flat No. 302 (Built up Area - 135.648 Sq.M)

Entire Fourth Floor : Built-up Area 312.46 Sq.M. which includes Flat No. 401 (Built up Area - 154.909 Sq.M) & Flat No. 402 (Built up Area - 135.648 Sq.M)

Entire Fifth Floor : Built-up Area 312.46 Sq.M. which includes Flat No. 501 (Built up Area - 154.909 Sq.M) & Flat No. 502 (Built up Area - 135.648 Sq.M)

Entire Sixth Floor : Built-up Area 312.46 Sq.M. which includes Flat No. 601 (Built up Area - 154.909 Sq.M) & Flat No. 602 (Built up Area - 135.648 Sq.M)

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Including Common Passage under campus of the proposed building. Top Terrace etc.

DEVELOPER SHARE IN THE PROPOSED MULTI STORIED BUILDING (G+6TH) IN BLOCK-B

Ground Floor : Parking area earmarked 7 to 13 on Ground Floor as the share of the Developer.

Entire First Floor : Built-up Area 312.46 Sq.M. which includes Flat No. 101 (Built up Area - 154.909 Sq.M) & Flat No. 102 (Built up Area - 135.648 Sq.M)

Entire Second Floor : Built-up Area 312.46 Sq.M. which includes Flat No. 201 (Built up Area - 154.909 Sq.M) & Flat No. 202 (Built up Area - 135.648 Sq.M)

Including Common Passage under campus of the proposed building. Top Terrace etc.

DEVELOPER SHARE IN THE PROPOSED MULTI STORIED BUILDING (G+7TH) IN BLOCK-C

Entire Ground Floor To Seventh Floor

Entire First Floor : Built up Area 117.84 Sq.M.

Entire Second Floor : Built up Area 117.84 Sq.M.

Entire Third Floor : Built up Area 117.84 Sq.M.

Entire Fourth Floor : Built up Area 117.84 Sq.M.

Entire Fifth Floor : Built up Area 117.84 Sq.M.

Entire Sixth Floor : Built up Area 117.84 Sq.M.

Entire Seventh Floor : Built up Area 53.34 Sq.M.

Including Common Passage under campus of the proposed building. Top Terrace etc.

28. That after delivery of possession of the Land Owner area to the Land Owner by the Developer the Land Owner

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shall execute and register conveyance as mentioned above in undivided share in the said property in favour of the Developer to its nominees/assignees including a co-operative Housing Society or association of person or Body corporate etc. In default of the Land Owner executing such transfer/ conveyance or such other deeds as may be deemed necessary for conveyance, the Developer shall be entitled to take all legal steps as may be necessary for conveyance after the notice period of 30 days.

29. That after the construction and completion of the project, the Land Owner & Developer, shall be the absolute Owner of their share and they will be entitled to sell/Transfer theirs share and as per the Bihar Apartment Ownership Act. 2006 and Bihar Apartment Ownership Rules in section 5(1) clearly declared their shares as absolute OWNER and in the light of Bihar Apartment Ownership Act. 2006.

30. That the Developer hereby undertake and assure to the Land Owner that the building material will be used class one qualities of the structure and in case any happening in connection with labours, engineers or any workers during the period of construction all liabilities goes upon the Developer and the Land Owner have no concern in future.

31. That the Developer hereby undertake and assure to the Land Owner that after handing over the Land Owner's share as mentioned above all risk regarding construction, any type of litigation and any type of Loan the Developer solely responsible for the same in present or future if any.

32. That in case of any dispute or difference between the parties arising out of or relating to this Development Agreement, the same shall be settled by reference of the dispose or difference to the Arbitrators appointed by both the parties and such arbitration shall be conducted under the provisions of the Indian Arbitration Act, 1996 or as amended from time to time. Finally the Court situated at Patna in the state of Bihar shall be the only last and final forum binding.

Dattari Developers Pvt. Ltd
Director

30/09/2022

Sunil Kumar Sahni
30/09/22.

upon the parties.

33. That all disputes and cases pertaining to this deed and firm shall fall within the jurisdiction of the Court located in Kishanganj and Patna High Court Bihar.

Daftari Developers Pvt. Ltd.
Director
30/09/2022

SCHEDULE-A

ALL THAT, piece and parcel of residential land in which multi storied building is constructed thereon and therein, measuring an area of 15 Kathas 4 Dhurs 6 Dhurkies equivalent to 39.60 Decimals land, Situated at Mauza Sundrayan, Pargana Surjapur, P.S Kishanganj, District Kishanganj Under Nagar Palika Kishanganj Ward No. 21, Thana No. 110, Tauzi No. 07, Sabik Khata No. 8, Sabik Khesra No. 360, which is under Nagar Palika Survey Khata No. 3, Nagar Palika Survey Khesra Nos. 187/6 air 45 Point, 188/6 air 95 Point, 189/90 Point, 197/1 air 70 Point, Minjumla Land 16 air within the jurisdiction of Sub and Sadar Registry Office Kishanganj, Annual Rent Rs. 2/-only payable to the state Government of Bihar through Circle Officer Kishanganj, and the same is bounded as follows :-

Sunil Kumar Agrawal

PRESENT BOUNDARY

NORTH	:	Land of Kailash Rawat
SOUTH	:	Land of Govind Agrawal Pawan Agarwal
EAST	:	Land of Daftari Developers Pvt. Ltd.
WEST	:	Land of Shantilal Vikas Kumar Jain

SCHEDULE-B

SPECIFICATION:-

FOUNDATION	: As per the design of Structural Consultant.
SUPER STRUCTURE	: Framed R.C.C. Structure.
ROOF SLAB	: Reinforced cement concrete (RCC)

1.	**MATERIALS**	:	
(i)	STEEL	:	Fe 500/550 Quality
(ii)	CEMENT	:	Nuvoco Lafarge
(iii)	SAND	:	Red Sand of Sone River
(iv)	BRICK	:	Fly ASH/Blocks
2.	**FINISHING**	:	
(i)	INTERNAL	:	Plaster + Putty Finish
(ii)	EXTERNAL	:	Plaster + Putty Finish+ Paint
(iii)	FLOORING	:	2 x 2 Vitrified D/C Tiles in Flats + Parking Cemented Tiles.
3.	**FITTING**	:	
(i)	DOORS	:	Wooden Frame with paint finish + Flush Door with Mica Finish
(ii)	WINDOWS	:	Aluminium/UPVC with tinted glass fittings.
(iii)	PLUMBING	:	C. PVC Pipe + Half Round good Quality Fitting.
(iv)	ELECTRICALS	:	Modular Fitting, Concealed PVC Pipe, Wiring using copper conduct with standard quality.
4.	**SANITARY**	:	
(i)	BATHROOM I	:	English commode + Wash Basin+ Half Turn fitting with cold & Hot water + Hand Set + Mixer Hot & Cold.
(ii)	BATHROOM II	:	Indian Seat (PAN) + Wash Basin + Half Turn fitting with Cold + Hot water + Handset + Mixer Hot & Cold.
(iii)	KITCHEN	:	Working Silver with e-granite on top + Basin with Half Fitting
5.	**GENERATOR**	:	Generator Automatic will be for Lift & Common Area.
6.	**BOREWELL**	:	One Borewell with Automatic

Daftari Developers Pvt. Ltd.
Director
30/09/2022

Sunil Kumar Daftari
30/09/22

control switch

7. **LIFT** : Branded & ISI Quality.

NOTES : All specification, sizes and layout etc. are subject to such variations, addition, alternations and modification as decided by the Land Owner/Developer.

Daftari Developers Pvt. Ltd.
Manish Daftari
Director
30/09/2022

SCHEDULE-C

FULL DETAILS OF VALUATION:-

1. Total Area of Land is **39.60 Decimal**
2. The Vaulation of the above mentioned Schedule Property is Rs. 110 Lakhs (One Crore Ten Lakhs Only)
3. Stamp Duty is accordingly paid a sum of **Rs. 221000/- Only** @ 2% of the Total Land valuation amount + Rs 1000/-.
4. Registration Fee of **Rs 21000/-** & other charges also paid through Challan.

Sunil Kumar Daftari
30/09/22

IN WITNESSES WHEREOF the Parties have put their signature in presence of the witnesses on this day, month and year mentioned above.

WITNESSES

1. Balwant Kumar
S/o Mahendra Narayan Thakur
Rollbag, Ward no-30
Kishanganj 30/09/2022

2. Ganga Prasad Das.
S/o- Hari Chandra Das
Vill-Kharkhari. P.O-Raipur
Kishanganj - 855107
30/09/2022

3.

(Sunil Kumar Daftari)
SIGNATURE OF THE LAND OWNER

Daftari Developers Pvt. Ltd.
Manish Daftari
Director
30/09/2022

(Manish Kumar Daftari)
Director
For:- Daftari Developers Pvt. Ltd.
SIGNATURE OF THE DEVELOPER

Endorsement of Certificate of Admissibility

ble under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian 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. 222000/-	Amt.Paid By N.J Stamp Paper	Rs. 1000/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 243000/-

Registration Fee

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
Kishanganj

Date: 30/09/2022

Endorsement under section 52

Presented for registration at Registration Office, Kishanganj on Friday, 30th September 2022 by Sunil Kumar Daftari Jaykaran Daftari by profession Agriculture. Status - Executant

Signature/L.T.I. of Presentant

Date:30/09/2022

Registering Officer
Kishanganj

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Balwant Kumar' age '53' Sex 'M', 'Mahendra Narayan Thakur', resident of 'At-Roul Bag Kishanganj Ps+dist- Kishanganj'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Kishanganj

Date : 30/09/2022

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Kishanganj in Book 1 Volume No. 155 on pages on 61 -83, for the year 2022 and stored in CD volume No. CD-24 year 2022 .The document no. is printed on the Front Page of the document.

Registering Officer
Kishanganj

Date : 30/09/2022

Token No. : 9161 Year : 2022 S.No. : 9026 SCORE Ver.4.1 Deed No . :d No . : 8887

INDIA NON JUDICIAL
Government of Bihar
e-Stamp



Certificate No.	:	IN-BR42459749979722U
Certificate Issued Date	:	30-Sep-2022 04:09 PM
Account Reference	:	NONACC (CB)/ brpdccb09/ KISHANGANJ/ BR-KSG/ KSJ
Unique Doc. Reference	:	SUBIN-BRBRPDCCB0967553320145164U
Purchased by	:	DAFTARI DEVELOPERS PRIVATE LTD
Description of Document	:	Not Applicable
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	Not Applicable
Second Party	:	DAFTARI DEVELOPERS PRIVATE LTD
Stamp Duty Paid By	:	DAFTARI DEVELOPERS PRIVATE LTD
Stamp Duty Paid (Rs.)	:	2,21,000(Two Lakh Twenty One Thousand only)
Reg. fee (Rs.)	:	21,000 (Twenty One Thousand only)
LLR & P Fee (Rs.)	:	0 (Zero)
Miscellaneous Fee (Rs.)	:	0 (Zero)
Discore SC (Rs.)	:	1,000 (One Thousand only)
Total Amount (Rs.)	:	2,43,000 (Two Lakh Forty Three Thousand only)

Co-Operative Bank, Kishanganj
Kishanganj
SHCIL ACC

Tokenno 9161/2022

जिला निबंधक का कार्यालय
किशनगंज

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