

Serial No. 20073 Circle:-Mushahari (Town)

Book No. 1 Deed No. 20064

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000



BIHAR

Serial No. 20073

STAMP

884

6-8-2022 AN 027167

कल दीन, जेकरा के पत्र लगे
 45 अरब रुपैया के बिल के जे का 1000 काट ली है
 राजीव कुमार, मुजफ्फरपुर

Deed No. 20064

Govt. of Bihar

District Registry Office, Muzaffarpur

Summary of Endorsement

This document was presented for registration on 10/08/2022 by Sanjeev Kumar Sinha

A Stamp Duty of Rs. 238000/- and other Fees of Rs. 21000/- has been paid in it.

The document was found admissible. The Names, Photographs, Fingerprints and Signatures of the Executants and their Identifier, who have admitted execution before me, are affixed on the reverse page.

The document has been registered as Deed No. 20064 in Book No. 1, Volume No. 348 on pages from 104 to 126 and has been preserved in total 23 pages in C.D. No. 53 / Year 2022

Date: 10/08/2022

Token No. 20324 / 2022

Registering Officer, Muzaffarpur

Signature with Date
(Rakesh Kumar)

दस्तावेज जाँच किया

राजीव कुमार मिश्रा

रोक एवं सिलिंग से मुक्त

राजीव कुमार मिश्रा

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT was made
 and entered into at MUZAFFARPUR the 10th day of
 August, 2022.

For Malhotra Infratech Pvt. Ltd.

Sanath Malhotra

Director



For Malhotra Infratech Pvt. Ltd.

Sanath Malhotra

10/08/2022

Sanjeev Kumar Sinha

District Registry Office, Muzaffarpur

Token Number 20324

Reg. Year 2022

Serial Number 20073

Deed Number 20064

resType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Malhotra Infratech Pvt. Ltd. Through Samarath Malhotra						
	Samarath Malhotra 10/08/2022						
Presented	Sanjeev Kumar Sinha						
	Sanjeev Kumar Sinha 10/08/22						
Recutant	Sanjeev Kumar Sinha	☒ Photo	☒ Thumb	☒ Index	☒ Middle	☒ Ring	☒ Little
Identified	Priyanka Sinha						
By	Priyanka Sinha 10/8/22						
Sig.	W/o Sanjeev Kumar Sinha						

SCORE
Ver.4.0

Powered by IL&FS Technologies Ltd.

Biometric Captured By 1400sop069

Sanjeev Kumar Sinha
10/8/22

For Malhotra Infratech Pvt. Ltd.

Samarath Malhotra

Director

पुष्पलाल हरिचन्द्र
जन्म १०/०८/२२
सामान्य रूप से
नो-मालिकाना स्थिति

अपल निरीक्षण किया
नरेश्वर कर्षा

(2)

BETWEEN

SRI SANJEEV KUMAR SINHA, Age-54 Years S/o Late Janardan Prasad Sinha, resident of Mohalla- Narayani Niwas Williams Town ,Tiwari Chowk ,Collage Road, P.S+Distt- Deoghar Indian Citizen, hereinafter referred to as "Land Owner", (which terms of expression shall unless excluded by or repugnant to include their heirs, executors, administrators, representatives and assigns) of ONE **PART.MOB.-8862816321**

Aadhar-9113 2276 8021 PAN- APQPS8114Q

AND

Malhotra Infratech Private Limited, (CIN No. U45402BR2022PTC058381) a Company incorporated under the Companies Act 1956, having its registered office at 45, Ganga Tower, L.C.T Ghat, Mainpura, P.S Patliputra Patna-800001, through its authorised Director, **Sri Samarth Malhotra, Age-28 Years ,Son of Sri Rakesh Chandra Malhotra**, residing at 45, Ganga Tower, L.C.T. Ghat, P.S.- Patliputra, Distt.- Patna, hereinafter referred to as 'Developer' which terms of expression shall unless it be repugnant to the context or meaning thereof, mean and include their successors and assigns of the OTHER **PART.MOB.-9740131576**

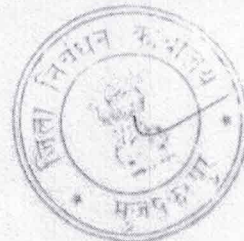
Aadhar-9599 5258 1019 PAN- AAPCM8641R

Whereas the owner is seized and possessed of or otherwise sufficiently entitled to the property in the shape of plot of land Situated and laying at Mauza-Kanhauri Vishundat, Anchal-Mushahri, P.S.- Bela, Town and District- Muzaffarpur, bearing Thana no.-411, NEW Ward No-49 ,Old WARD No-xxx Jamabandi no.-7803, Halka-Kanhauri Bishundatt Khata no.493 , Survey Plot no.70 measuring an area of 22.5 decimal equivalent to 9800 Sq. Ft., and another adjacent and contiguous Mauza-Bela Chapra, Anchal Musahari P.S.Bela, District- Muzaffarpur, Thana no.- 281, NEW Ward No-49 ,Old WARD No -xxx, Jamabandi no.-1373 Halka-Kanhauri Bishundatt, Survey Plot no.-648 Khata no.175 measuring an area of 3.5 decimal equivalent to 1524 Sq. Ft., more or less Thus total plot area of 26 decimal more or less 11324 Sq. Ft.

For Malhotra Infratech Pvt. Ltd.

Samarth Malhotra

Director



Sanjeev Kumar Sinha
10/8/22

For Malhotra Infratech Pvt. Ltd.

Samarth Malhotra

10/08/2022

Director

(3)

fully described in the Schedule-I at the foot of this agreement.

Whereas Sri Janardan Prasad father of the Present land owner Sri Sanjeev Kumar Sinha purchased 15 decimal said land, in his name, 15 decimal in the name of his wife Smt Sakuntala Sinha mother of the said land owner, 15 decimal of said land in the name of his daughter Smt Kalpana Sinha, by different sale deeds as noted below:

1. **Sri Janardan Prasad** through registered sale deed bearing deed no. 21987/1983, book no. 01, Volume no. 59, page no. 246 to 249 registered in the office of sub registrar Muzafarpur Bihar,
2. **Smt Sakuntla Sinha** through registered sale deed bearing deed no. 21986/1983, book no. 01, Volume no. 59, page no. 242 to 245 registered in the office of sub registrar Muzafarpur Bihar,
3. **Smt Kalpana Sinha** through registered sale deed bearing deed no. 21989/1983, book no. 01, Volume no. 65, page no. 142 to 145 registered in the office of sub registrar Muzaffarpur Bihar.
4. The other part of said land area 3 katha 5.5 dhoor MauzaBela Chapra, P.S.- Muzaffarpur, District- Muzaffarpur, bearing Thana no.- 281, Khata no.281, Survey Plot no.175 was purchased by Janardan Prasad in the name of his daughter **smt Bandana kumari Sinha** through registered sale deed bearing deed no. 21988/1983, book no. 01, Volume no. 59, page no. 250 to 253 registered in the office of sub registrar Muzafarpur Bihar,

Sri Janardan Prasad and his wife smt Sakuntla Sinha were in peaceful Physical possession of the purchased land and died leaving behind their two sons Sri Sanjeev Kumar Sinha and Sri Manoj Kumar Sinha, after their death the two brother namely Sri Sanjeev Kumar and Sri Manoj Kumar Sinha entered into family Partition and as per the family partition the Schedule 01 Property 26 decimal of land came into the share Sri Sanjeev Kumar Sinha, both sisters smt Kalpana Sinha and smt Bandana Kumari

For Malhotra Infratech Pvt. Ltd. Sanjeev Kumar Sinha
10/8/22

Director

Sanjiv Malhotra

10/08/2022



For Malhotra Infratech Pvt. Ltd.
Sanjiv Malhotra

Director

(4)

Sinha have relinquished their respective shares in favour of their brothers namely Sri Manoj Kumar Sinha and Sri Sanjeev Kumar Sinha, Now Sri Sanjeev Kumar Sinha land owner is in the peaceful Physical possession of schedule-01 Property and mutated their name separate in the State Serista and paying rent to the Govt. of Bihar vide Bhag Vartman 18, Page no. 12100, Zamabandi no.7803 for 22.5 Decimal of land and Bhag Vartman 4, Page no. 1347, Zamabandi no.1355 for 3.5 Decimal of land respectively.

- (A) And whereas the owner/owners covenant that the aforesaid property is in their exclusive possession with absolute right, title and interest and the same is free from all encumbrances, debts, liens, charges and attachments, and is in marketable condition and have in themselves good right, full power and absolute authority and title to transfer the whole and part of the said schedule property.
- (B) And whereas the owner /owners is interested in getting a commercial cum residential property and acquiring a commercial cum residential Super built-up area in the same as consideration in exchange for the full and final value of the land.
- (C) Whereas the **Malhotra Infratech Private Limited**, in their own capacity decided to arrange funds from its customers and construct and develop the land offered by the owners on the terms and conditions mentioned herein and authorised Director **Sri Samarth Malhotra** enter into this agreement / contract.
- (D) That the aforesaid company (Developer) offered to construct at their own cost out of the funds to be arranged from its members / customers a **Commercial Cum residential** building on the said premises (land, building) of the owner hereinafter referred to as the building and give a part of the total super built-up

For Malhotra Infratech Pvt. Ltd. Sanjeev Kumar Sinha
10/8/22

Director

10/08/2022

For Malhotra Infratech Pvt. Ltd.

Samarth Malhotra

Director



(5)

area(on percentage basis) of the building to the owner in construction for the value of the said premises and to allot / sell the remaining Super built-up area of the building to the members/customers on such terms as to be determined by the Developer.

- (E) Certain terms and conditions have been agreed to by and between the Landowners and the Developer with regard to the transfer of the said premises by the owner to the developer and the construction of the said building by the developer and disposal of the shops,offices ,flats and parking spaces or any other tenements therein. The parties hereto are desirous of recording into writing the terms of such agreement as hereunder. Now this deed witnesses and is hereby irrevocably agreed and declared by and between the parties hereto as follows:

1. The owner above named hereby engage **Malhotra Infratech Private Limited**, as the Developer of the said premises (land with building) and entrust the rights to develop and make construction and to allot, sell, transfer and convey the said premises (land with buildings) to the members/customers/non-members of the company (hereinafter referred as developers) and or their nominees and the developers have agreed to undertake the Development of the said premises and to develop, plan, construct on the said premises out of the funds arranged by them from its members/purchasers and to allot/sell the Shops,offices,flats and parking spaces, tenements etc., in the multi storeyed building constructed on the said premises.
2. As consideration for the value of the said premises to be transferred by the owners to the developer or their nominee / nominees, the developer agrees to construct, complete and deliver to the owner **50 percent** of the total new construction of the said premises in the shape of all super built up area.

For Malhotra Infratech Pvt. Ltd.

Sanath Malhotra
Director

Sanyal Kumar Singh
10/8/22

For Malhotra Infratech Pvt. Ltd.

Sanath Malhotra

10/08/2022



(6)

3. Whenever required by the **Developer**, the owner will join as under and/or the confirming party in any agreement that the developers may enter into with any person or persons who desire to acquire a **Shop/ Office, Flat and Parking space** or any portions in the building on ownership basis. With the proportionate share of land being transferred to the Developer. All amounts receivable against developer's share of Super built up area under such agreement for **Shop/ Office, flats and parking space** will be received by the developer as their own money for their own use.
4. Upon completion of the "Super structure work and as and when desired by the developer, the owner will make, execute and register in favour of the developer or their nominees, allottees a proper conveyance or such other deeds for development share only, as the developer may deem necessary for assuring or perfecting the legal title of the Developer and/or their allottees to the said land/premises and also to their respective flats with their undivided proportionate share and rights in the land.
5. That the Land Owner hereby grant to the said Developer/Builder the said property mentioned in the above paras and more fully described in Schedule-I at the foot of this Agreement in the manner hereinafter appearing on the terms, conditions and stipulations hereinafter mentioned.
6. That owners hereby, give possession of the said premises and make entire land available to the Developer which is more fully and clearly described above and in the Schedule below on the date of signing of this Agreement to develop, plan, construct and to allot, sell and transfer the developer's share only in the proposed building.
7. That the land owners have assured that the entire land is free from all encumbrances, charges, and there has not been any notifications, for its acquisition either from Govt. or **NAGAR NIGAM**

Sanyal Kumar Singh
10/8/22

For Malhotra Infratech Pvt. Ltd.

Samarth Malhotra

Director

10/08/2022



For Malhotra Infratech Pvt. Ltd.

Samarth Malhotra

Director

(7)

MUZAFFARPUR etc. nor there is any prohibitory order or restriction in construction of Multi storey building on the said land and on the assurance being given by the landowners that there will be no obstacle in getting the Map and Plan sanctioned for Construction of Multi Storey building (Commercial Cum Residential or of any type) in the name of the Land Owner. The owners agree to provide all the relevant/required original documents to prove their title on the premises to the satisfaction of local development authorities and financial bodies. The Developer too has agreed to develop the said property described in its schedule by constructing thereon one or more buildings consisting of Blocks-Shops, Offices, flats spaces, dwelling units, garages and other tenements in accordance with the building plans duly approved by **NAGAR NIGAM MUZAFFARPUR** in the name of the land owners. The building will be constructed by the Developer in the name and style of "J.S.ABODE"

8. That the entire multi storey complex shall be constructed in one block or more as per the planning or design allows and duly sanctioned by the **NAGAR NIGAM MUZAFFARPUR**. After the construction of the said complex at the cost or out of the finance arranged by the developer who will hold 50 percent of the constructed habitable area of the land with building, the developer shall give 50 percent of the constructed habitable area of the land with building to the land owner jointly on proportionate basis of the multi story complex constructed therein. The actual position of shops, offices, flats and parking space in each floor will be finally determined mutually after the plan is sanctioned by the **NAGAR NIGAM MUZAFFARPUR**. All the remaining constructed or unconstructed portion e.g., Road, Sahan, passages, Stair case, Space for lift and the lift if fitted together with all such constructions for common use and for facilities of supplying water; electricity or generator

For Malhotra Infotech Pvt. Ltd.
Sanath Malhotra
Director

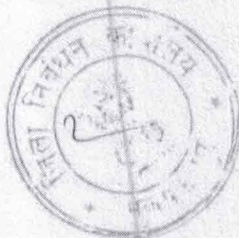
Seeyee Kemaadine
10/8/22

For Malhotra Infotech Pvt. Ltd.

Sanath Malhotra

Director

10/08/2022



(8)

room and even common hall or after such construction for common use by the owners, their heirs, allottees, transferees and assigns and by the Developer and their heirs, nominees, allottees, transferees and assignees as well who all shall have the right to use such common premises or space as per convenience and rules if any ever framed by the occupants of the entire premises or the owners and the developers. The builder will make efforts to achieve maximum F.A.R.

9. That the land owners shall have right to deal with, allot, enter into agreement transfer, by way of sale, gifts, lease etc. The aforesaid 50 percent of the constructed super built up area i.e. owner's share in the way they like and similarly the developer / builder shall have the right to deal with, allot enter into agreement or transfer by way of sale, gift, lease etc. the aforesaid 50 percent of the constructed super built up area, i.e. Developer's share with the facilities give under this agreement as per provisions of Bihar Apartment ownership Act 2006.
10. The owners jointly, hereby, authorize the Developer to do if required all acts, deeds, matters, things and particulars for the furtherance and execution of the Scheme as per sanctioned plan :-
 - (a) To have the plans of the proposed building or buildings to be constructed on the said property as per approved plan or amended in accordance with rules and regulations of the concerned authorities and in the name of the owners with their consent and to do and sign, all writings and undertakings as may be necessary in connection with the approval and sanction of such plan.
 - (b) To engage Architects, Surveyors, Engineers and Contractors or petty contractors or other persons relating to development over the premise in question.

Satyeev Kumar Sinha
10/8/22

For Malhotra Infotech Pvt. Ltd.

Sanath Malhotra
10/08/2022
Director

For Malhotra Infotech Pvt. Ltd.

Sanath Malhotra
Director



(9)

- (c) To make applications to the concerned Authorities for obtaining permits after applying for quotas of cement, steel and other control building materials and for obtaining electrical connection or water connection or sewerage and drainage connection etc.
- (d) To accept service of any writ, summons or other legal notices and to appear and represent the owners in any court Judicial Tribunals and other Statutory authorities or Board in connection with the said development work and to commence or file suits, action/actions, or other proceedings in any court or before Public Officer or Tribunal relating to the said work of development over the said property and for any of the purposes aforesaid, to sign, execute and deliver or file all necessary Vakalatnamas Affidavits, Plaints, orders application and other documents, papers and writings etc. subject to the terms of this agreement.
- (e) To give and grant on ownership basis or other basis the said shops, offices, flats/tenements and parking space etc. in the building constructed on the said land and to receive and appropriate to their own account the sale price in respect thereof and likewise the owner will do the same in respect of their shares as per the agreed terms and stipulations stated above and earmarked for them.
- (f) To mortgage out of the said property to the limit of 50 percent of the saleable area i.e. developer's share with financing institutions, or bank for enabling the purchasers of shops, offices flats/ tenements etc. to obtain loans against their Shops. Offices and flats etc.
- (g) To display by the Developer his Sign Board at the site and to give it under advertisement in local papers and daily Newspapers And Social Media.
- (h) To sign and execute and to deliver any conveyance or conveyances for the proposed shops, offices, flats and parking spaces in respect to 50% share only. and all other

Satydev Kumar Sinder
10/8/22

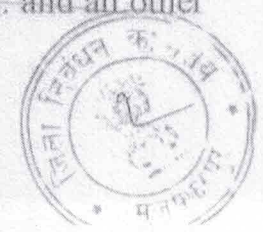
For Malhotra InfraTech Pvt. Ltd.

Savanti Malhotra

10/08/2022
Director

For Malhotra InfraTech Pvt. Ltd.
Savanti Malhotra
Director

8



(10)

deeds instruments and assurances which they shall consider necessary and to join as confirming party in the conveyance of the proposed sale and to present any such conveyance or conveyances for registration to admit execution and receipt of consideration before the Sub Registrar having authority, for and to have the said conveyance registered.

- (i) To transfer the said property or part or parts thereof from time to time to its members of the cooperative society in respect to 50% share only.
- (j) And generally to do all acts, deeds, and things for developing the said property.
- (k) AND WHEREAS after the Registration of this Development Agreement in the Registry Office, the Owner and Developers shall be entitled to sale or enter into agreement for sale or other agreement or mortgage their respective shares directly to its prospective buyers or any financial Institutions. The Developer shall not mortgage 50% Owner's Share. That after the completion of the construction of the building/ project, the land owners and Developers/Promoters shall be absolute owners of their respective shares and they will be entitled to sell/transfer as per provisions of Bihar Apartment Ownership Act, 2006 u/s 5(1) & 5(2) and others.
- (l) That the final /deed of the flat along with common areas and common facilities i.e. common verandah and balconies, lifts, common staircase, lawns, garden lands, setback areas, boundary wall, common parking areas, generators, fire fighting equipments, electrical installations in common areas, pipes fittings, all other fittings and fixtures meant for common areas, shall be executed and registered by the developer/promoter or the land owner, as the case may be, as per sub-section (1) in favour of the prospective apartment purchasers.
11. The Development of the said property shall be by and on account of the Developer and neither the Owners themselves jointly or individually nor any

Satyeev Kumar Shila
10/8/22

For Malhotra InfraTech Pvt. Ltd.

Saravjit Malhotra

10/08/2022

For Malhotra InfraTech Pvt. Ltd.

Saravjit Malhotra

Director



other persons claiming through the owner shall have any right in the Development of the said property as per agreed and approved plan and specification by the **NAGAR NIGAM MUZAFFARPUR**. The Developer shall alone be responsible and liable to the Govt./**NAGAR NIGAM MUZAFFARPUR** and such other concerned authorities for the discharge of the said work and shall alone be like wise liable for the loss if any or for any claim arising from the Development work and shall keep the owners well indemnified in respect of all his actions, proceedings, demands, claims, costs, charge, expenses, losses, damages, compensations or penalties of any sort or nature whatsoever the owner may be put to sustain or in connection with the said work or for the default, failure or breach of contract by the Developer till the period of completion of the constructions. Similarly because of the owners or any one of the owners, if the developer, or the work of development is hampered in any way the owners will indemnify the developer/ developers or their agents and representatives.

12. All the outgoings in respect of the said property from the date of possession to be given to the Developer hereunder shall be borne and paid by the Developer but prior to the period relating to such possession shall be the liability of the owners alone.
13. All out of pocket costs, charges and expenses of incidental charges including the stamp duty and Registry fees on conveyances or conveyances be borne and paid by the allottees/or the transferees in respect of their allotted Shops, Offices and flats, tenements fallen under the share of each parties. Any other expenditure relating to the Advocates relating to Development will be borne by the Developer.
14. The Developer alone shall be entitled to recover or accept refund of any deposit made after this Agreement with any concerned authorities e.g.

Sayyid Kamal Sule
10/8/22

For Malhotra Infratech Pvt. Ltd.

Samarth Malhotra

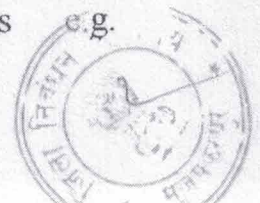
Director

10/08/2022

For Malhotra Infratech Pvt. Ltd.

Samarth Malhotra

Director



NAGAR NIGAM MUZAFFARPUR, Collector, or Town Planning authorities or with any Govt. or Semi Govt. Bodies, Courts.

15. The project will be completed within Three years from the date of Rera Registration after sanction of maps by NAGAR NIGAM MUZAFFARPUR and the Developers shall get RERA Registration within 3 months of Sanction Of Maps. The Owner agrees to allow a grace period of SIX months over the aforesaid period. The period of completion is subject to the principle of force majeure, fire, tempest, neighbor problem, handing over of vacant possession of the entire premises, owners problem or other inevitable act, God or Government affecting work, then so much of the time as is so lost will be further added to the period of completion. The owner accords his consent for RERA Registration of the Project and also agrees to sign, swear and execute all affidavits and other documents, consent letter to submit with RERA, Bihar.

16. That development of the said property shall be by and on account of the developer and neither the owner nor any other person or persons claiming through the owners shall have any right in the development of the said property as per agreed plan and specification and as approved by NAGAR NIGAM MUZAFFARPUR. The developers shall develop the said property at its own cost for development of the said property and shall alone be liable for the loss, if any or for any claim arising from the development of the said property and shall indemnify and keep indemnified the owners and their estate against and in respect of all actions, proceedings, demands, claims, costs, charges, expenses, losses, damages, compensation and/or penalties of all sort or nature what-so-ever the owner may be put to, sustain or incur due to and / or arising out of or in connection with the development of the said property.

Sanjeev Kumar Singh
10/8/22

For Malhotra InfraTech Pvt. Ltd.

Sanjiv Malhotra

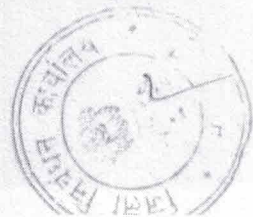
Director

10/08/2022

For Malhotra InfraTech Pvt. Ltd.

Sanjiv Malhotra

Director



17. That on completion of the construction of buildings in terms of this Agreement and handing over of owner's share of the Super built-up area thereof to the land owners, the land owners shall execute and register all deeds and documents and do all things as may be necessary for finally perfecting the right title and possession of the developer in respect of their allottees or in favour of its nominees and assignees individually or collectively in case it is allotted or assigned to any cooperative society as and when so required by the developer and similarly the developer shall also execute and register all deeds and documents that may be necessary for perfecting the rights, title and possession of the land owners over the owner's share of the Super built-up area allotted to them in their favour individually or collectively as and when so required by the land owners.

Sarveen Kumar Sinder
10/8/22

For Malhotra Infotech Pvt. Ltd.

Saravjit Malhotra

10/08/2022

Director

18. The Owners will have no right to interfere or to put any obstruction in construction being executed as per the map approved by the **NAGAR NIGAM MUZAFFARPUR**. Owner's approval of Maps will be required before submission of Maps to **NAGAR NIGAM MUZAFFARPUR** for sanction.



19. The Land Owner shall execute an irrevocable power of Attorney and Register the same in the Registering Officer as the developers desire, to get the work successfully and smoothly done as lawful Attorney for and on behalf of the land owners to do any act, things, deeds for the interest of the project and to carry on the Development work legally without let or hindrance from any person through or under land owner.

20. That the owner will not be entitled to take steps to dispossess the Developer society or their men provided the construction work is carried on and completed in terms of this development agreement within the specified period as stated above and the owner will be bound to execute and register the deed

For Malhotra Infotech Pvt. Ltd.
Saravjit Malhotra
Director

8

of conveyance of the absolute transfer deed or deed of release as stated hereinafter and in case of failure to do so the developer will have all right to maintain possession over the land and Super built up area and will also have right to get the sale deed executed and registered through the process of the court at cost of the owner and the owner will have no objection or plea to refuse or object to the execution and registration of the sale deed / transfer deed/deed of release/deed of conveyance/deed of exchange etc. as per provisions of Bihar Apartment Ownership Act, 2006.

Sanjeev Kumar Singh
10/8/22

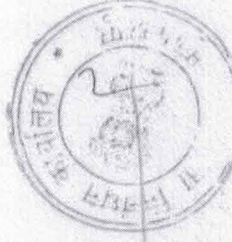
For Malhotra Infotech Pvt. Ltd.

Sanat Malhotra

Director

19/08/2022

21. For the purpose of verifying the correctness of the declaration made above regarding the absolute ownership of the said property and their hereto being marketable free from all encumbrances, and also their undertaking not to encumber the said property or otherwise alienate or dispose or deal with the same or any part thereof same and except as herein above provided the developers will be entitled to access all necessary original documents including title relating to the property for the purpose of verification as aforesaid including investigation of the owner title to the property. The owner undertakes to hand over copies of all such relevant papers of its use at the time of execution of this development agreement and shall hand over the respective original as and when required by the developer.



22. The Land Owners hereby undertake not to sell, dispose, alienate the said property or any part thereof and except putting the Developer in possession thereof for the purpose of Developments in pursuant to this Agreement with the ultimate object of granting, conveying and transferring the same to get it developed by the Developer and shall do nothing in contravention of the Agreement and as otherwise agreed upon by the owners and Developers in writing.

8

For Malhotra Infotech Pvt. Ltd.

Sanat Malhotra

Director

23. That in case of any difference and disputes arising out or so called to arise relating to the lands and construction thereon out of this Agreement, will be settled by reference to the Arbitrators one each to be nominated by the parties and the two together will mutually select and umpire and their decision, findings and verdicts so given, shall be binding, and conclusive under the provision of the Arbitration Act with the jurisdiction of the court at Patna.
24. That even in case of any difference or dispute the construction once started cannot be stopped as per the sanctioned plan by any of the parties, but the Arbitrators or the court as the case may be can only get the site and construction inspected by any expert and call for a report.
25. In any event the owner without prejudice to foregoing declaration agree and undertake to remove all obstacles and clear outstanding doubts or defects if traced out/ pointed out at their own cost to vest the said property in Developer or their nominees as said in preceding clauses.
26. The owner agree that if any levy is imposed by the **NAGAR NIGAM MUZAFFARPUR** or any other public body(ies) or the Govt. for the development/ betterment of the area in which the said premises is located then the same shall be borne and paid by the owner and the developer jointly in the same proportion as their respective shares of land and Super built up area in the building.
27. In case, at any time in future additional Super built-up area above proposed square feet on the said premises is permitted or sanctioned or constructed by the developer, this will be shared mutually with the same terms as contained in this agreement.
28. The builder will use the best quality building Material. Land Owners can independently examine the building materials used for their genuineness and if substandard

Sarjeev Kumar Sinha
10/8/22

For Malhotra InfraTech Pvt. Ltd.

Sarvottam Malhotra

10/08/2022
Director

For Malhotra InfraTech Pvt. Ltd.
Sarvottam Malhotra
Director



material is used, developers can be forced to change names.

29. That the land owner and builder will register the sale deed in favour of the purchaser with terms and conditions stipulated in the declaration approved by the **NAGAR NIGAM MUZAFFARPUR** or Competent authority.
30. This agreement has two Schedules i.e. Schedule no. I of total land of this agreement and Schedule no. II **SALIENT FEATURES OF SHOP/ OFFICE/ FLATS** and Schedule no III is of Government Value of the land.
31. All legal and lawful procedures and actions are subject to Patna Civil/High Court Jurisdiction.

SCHEDULE -I

Description of the land/property under this development agreement.

All that piece and parcel of land Situated and laying a Mauza Kanhauli Vishundat, Anchal Mushahri, P.S. Bela Town, and District Muzaffarpur, bearing Thana no.- 411, NEW Ward No-49 , Old WARD No -xxx, Jamabandi no.- 7803, Halka-Kanhauli Bishundatt Khata no.493 , Survey Plot no.70 measuring an area of 22.5 decimal equivalent to 9800 Sq. Ft.

Boundary-

North- Road

South- Keshara no 648

East- Mukesh Kumar

West- 16 Feet Road

Govt value -1,01,25,000/-

and another adjacent and contiguous Mauja-Bela Chapra, Anchal Musahari P.S.Bela, District- Muzaffarpur, Thana no.- 281, NEW Ward No-49 , Old WARD No -xxx, Jamabandi no.-1373 Halka-Kanhauli Bishundat, Survey Plot no.-648 Khata no.175 measuring an area of 3.5 decimal equivalent to **1524 Sq. Ft.**, more or less, thus total plot area of 26 decimal more or less 11324 Sq. Ft. within the limits of **NAGAR NIGAM**

For Malhotra Infotech Pvt. Ltd.
Sanath Malhotra
Director

Sanjay Kumar Sinha

For Malhotra Infotech Pvt. Ltd.

Sanath Malhotra
10/08/2022
Director



8

(17)

MUZAFFARPUR Sub Registry Office Muzaffarpur
and the same is bounded as follows :-Main Road
Residential

Boundary-

North- Khesara no 70

South- Vandana Singh

East- Mukesh Kumar

West- 16 Feet Road

Govt value -15,75,000/-

Sanjeev Kumar Sinha
10/8/22

For Malhotra InfraTech Pvt. Ltd.

Sanath Malhotra
10/08/2022

SCHEDULE II

FEATURES AND SPECIFICATION OF FLATS A)

FLOOR & WALL TILING :

1. The flooring in the living room, bed room, dining area, kitchen and balcony will be of Ceramic Tiles of Orient/ Somany/Johnson/Kajaria or equivalent make.

2. The flooring in bathrooms, toilets will be of Anti Skid Ceramic tiles .

3. Ceramic/glazed tiles will be provided in toilets upto 7' ht. from finished floor level in kitchen it will be upto ht. of 2'-0" from kitchen platform.

B) SANITARY WARE & FITTINGS:

1. All Water closet and wash basins will be in white ceramic, with low level white cisterns made up of PVC depending upon bulk availability. Sanitary ware will be of Johnson/Hindware/Parryware/Jaquar or equivalent make.

2. All tap fittings will be of chromium plated brass. In case of non-availability in bulk, these will be substituted by some other suitable materials.

C) KITCHEN PLATFORM & SINK :

Top of the kitchen platform will be of granite with Stainless steel sink.

D) DOORS & WINDOWS :

1. Door frame in the toilet, kitchen and other door frame will be made of locally available hardwood



Sanath Malhotra
Director
For Malhotra InfraTech Pvt. Ltd.

and door shutters will be of factory made 30 mm thick hard core flush shutters painted with two coats of synthetic enamel over a coat of primer. Main door will have one side veneer finished.

2. Window frame and shutters will be of Aluminium and with MS Frame and grills will be finished with enamel paint over primer.

3. The Main door will be provided with a night latch, magic eye and a aldrop. All other doors fittings will be of anodised aluminium.

CEMENT : Cement will be used of ACC/Lafarge/Ambuja/ Prism/UltraTech/ J.P./ Birla or equivalent make.

STEEL: Steel will be used of High Quality of ISI Mark.

WALLS :

1. Interior walls will be decorated with plaster of paris with one coat of cement primer.

2. Exterior wall will be finished with cement based nowcem permanent finish depending upon bulk availability.

PLUMBING AND WASTEWATER LINES :

1. All concealed plumbing for supply water will of P.P.R.PVC pipes and external soil or waste water lines will be PVC pipe in a two stack system with geyser line connection in the bathroom.

ELECTRICITY SUPPLY AND WIRING :

Wiring will be concealed and suitable for 1/3 phase supply. The actual supply may be of single or 3-phase in accordance with rules and regulations of Bihar State Electricity Board in force at the time the complex is energised by them. If the Bihar State Electricity Board requires space within the compound to erect a transformer, the flat-owners shall be deemed to have given permission to the Builder for allotment of such space. Location of the transformer and main Board will be decided by the company and Bihar State Electricity Board.

Sanjeev Kumar Singh
10/8/22

For Malhotra Infratech Pvt. Ltd.

Sanath Malhotra
10/08/2022
Director

For Malhotra Infratech Pvt. Ltd.
Sanath Malhotra
Director



(19)

1. Each flat will be provided with a separate meter located on the main electrical panel board. A separate meter(s) for common services will be provided on the main electrical board.

2. All bedrooms, living and dining areas shall have 1 plug point, 2 light points, 1 fan point, 1-5A plug point. In addition the master bedroom living and dining area shall have a 15 A plug point. One 15 A plug point will also be provided in the kitchen and toilet of the master bedroom.

TELEPHONE AND T.V CABLES :

1. Telephone cable will be provided from each flat up to common junction point (tag-block) at the gate or other suitable location. No wires will be drawn beyond this stretch.

2. Individual Television cables will be provided through concealed conduits for television connection from the terrace to each .

3. Intercom facility shall be provided to the flats.

EXHAUST FAN OPENING :

If the structural design of complex permits, provision of a suitable opening for an exhaust fan shall be provided.

Notes:- All specification, sizes and layout etc. are subject to minor variations, additions, alteration by the company upon suggestion of its consultants. Any features not included in this list but desired by a flat owner may be given at company's discretion at additional cost.

AMENITIES :

WATER:

24 hrs. water supply will be provided to all the flats or common areas from their own central boring systems as per the design of P.H.E.D. consultants.

SEWERAGE :

Suitable arrangement for rain storm and soil water disposal shall be provided as per the design of P.H.E.D.

Sanyee Kumar Singh
10/8/22

For Malhotra InfraTech Pvt. Ltd.

Sansh Malhotra

10/08/2022 Director



For Malhotra InfraTech Pvt. Ltd.

Sansh Malhotra

Director

89

consultants.

SERVANT ROOM/PARKING :

There is a provision of reserve parking space as per requirements from the competent authority. Some of them may be opened and some covered depending upon the availability of space.

If the total car parking space and servant room is less than the total number of occupants, individual allotment as reserve parking space/servant room will be done on a first cum first serve basis at an extra cost by the company.

OTHER CHARGES AND DEPOSITS : FOR FLATS.

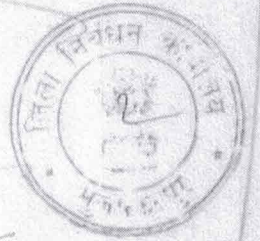
Land Owners will not be responsible for any expenses regarding transformer electric connection and Lift, Generator and Intercom.

The Land Owner is liable to Pay GST of his share of Shops, Offices, Flats, Parking Space as per GST Law.

In witness whereof the parties hereto have set their respective hands to this Agreement made on the day month and year as 1st. written above in presence of the attesting witnesses after having been read over and explained its contents and being understood by both the parties thereto.

SCHEDULE III

GOVT VALUE OF LAND:-	1,17,00,000/-
GOVT VALUE OF BOUNDARY:-	2,00,000/-
TOTAL GOVT VALUE:-	1,19,00,000/-



For Malhotra Infratech Pvt. Ltd.
Sanath Malhotra
Director

For Malhotra Infratech Pvt. Ltd.

Sanath Malhotra

10/08/2022

4

(21)

Attesting witnesses with address :

1.

Priyanka Sinha

W/o Sanjeev Kumar Sinha

At - Deoghar

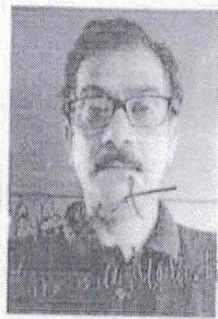
P.S - Deoghar

Dist - Deoghar

10/8/22

Sanjeev Kumar Sinha

SIGNATURE OF LAND OWNERS.



Sanjeev Kumar Sinha
10/8/22

For Malhotra Infratech Pvt. Ltd.

Sanat Malhotra

Director

10/08/2022

2.

Ujjwal Kumar Dahi

S/O Shri Anand Kumar Prasad
Narain Dahi

Plot: Near Sunshin Mill, Pankha

Toli, P.S. Rajmahendrapur

Dist. Huzoorpur.

10/8/22

SIGNATURE OF DEVELOPERS.

For Malhotra Infratech Pvt. Ltd.

Sanat Malhotra

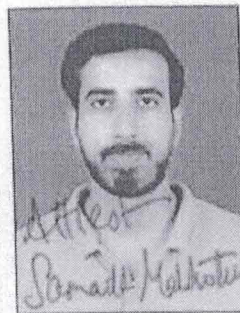
Director

10/08/2022

For Malhotra Infratech Pvt. Ltd.

Sanat Malhotra

Director



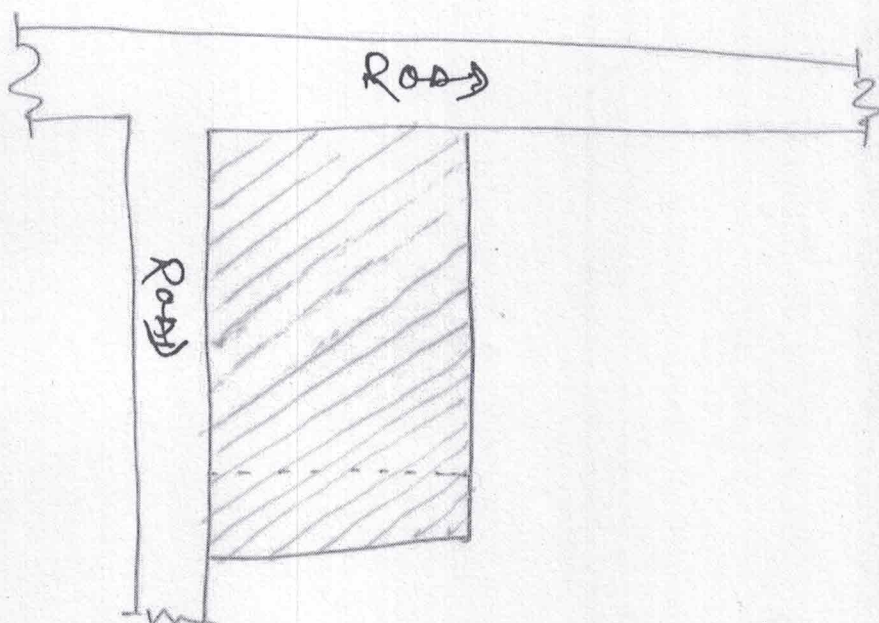
Prepared by me
Sanat Malhotra
10/08/2022



NAJRI: NAKSA

Vendor:- Sri Sangeev Kumar Sinha O/o. late. Janardan Prasad Sinha. R/o. Deoghari P.S. Deoghari Dist. Deoghari

vendee:- Malhotra Infratech Private Limited.
Director Samarth Malhotra O/o. Sri Rakesh Chandra R/o. 45. Changa Tower L.C.T. P.S. Bahaliputur Dist. Patna.



For Malhotra Infratech Pvt. Ltd.

Samarth Malhotra
Director



Sangeev Kumar Sinha.

10.08.22

Vendor

For Malhotra Infratech Pvt. Ltd.

Samarth Malhotra

10.08 Director

Vendor

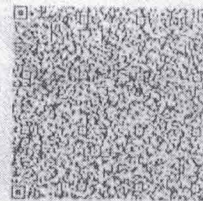
4



For Malhotra Infratech Pvt. Ltd.

Samarth Malhotra
Director

INDIA NON JUDICIAL
Government of Bihar
e-Stamp



Certificate No. : IN-BR38958683995086U
Certificate Issued Date : 06-Aug-2022 03:55 PM
Account Reference : NONACC (CB)/ brmcbbk09/ MUZAFFARPUR SRO/ BR-MUZ/ MUZ
Unique Doc. Reference : SUBIN-BRBRMCCBK0960681716695556U
Purchased by : MALHOTRA INFRATECH PRIVATE LIMITED
Description of Document : Not Applicable
Property Description : Not Applicable
Consideration Price (Rs.) : 0 (Zero)
First Party : Not Applicable
Second Party : MALHOTRA INFRATECH PRIVATE LIMITED
Stamp Duty Paid By : MALHOTRA INFRATECH PRIVATE LIMITED
Stamp Duty Paid (Rs.) : 2,37,000 (Two Lakh Thirty Seven Thousand only)
Reg. fee (Rs.) : 20,000 (Twenty Thousand only)
LLR & P Fee (Rs.) : 0 (Zero)
Miscellaneous Fee (Rs.) : 0 (Zero)
Discore SC (Rs.) : 1,000 (One Thousand only)
Total Amount (Rs.) : 2,58,000 (Two Lakh Fifty Eight Thousand only)



20324
2022

For Malhotra Infratech Pvt. Ltd.

Sanjay Malhotra
Director

e-Stamp Locked



Do not write or type below this line

JD 0017729066

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. 238000/-
Addl. Stamp duty paid under Municipal Act Rs. 0/-

Amt. Paid By N.J Stamp Paper	Rs. 1000/-
Amt. paid through Bank Challan	Rs. 258000/-

Registration Fee

FEE PAID

A1	20000	C	0	H1b	0	K1a	0	Lii	0
A8	0	D	0	H2	0	K1b	0	Liii	0
A9	0	DD	0	I	0	K1c	0	Mb	0
A10	0	E	0	J1	0	K2	0	Na	0
B	0	H1a	0	J2	0	Li	0		
TOTAL-									20000

LLR + Proc Fee Service Charge

LLR	0	
Proc. Fee	0	1000
Total	0	

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 21000

Date: 10/08/2022

Registering Officer
Muzaffarpur

Endorsement under section 52

Presented for registration at Registration Office, Muzaffarpur on Wednesday, 10th August 2022 by Sanjeev Kumar Sinha Late Janardan Prasad Sinha by profession Others. Status - Executant

Sanjeev Kumar Sinha

Signature/L.T.I. of Presentant

Date: 10/08/2022

Registering Officer
Muzaffarpur

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Priyanka Sinha' age '50' Sex 'M', 'Sanjiv Kumar Sinha', resident of 'House No. 123, Narayani Niwas, Ward No. 24, Deoghar'), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 10/08/2022

Registering Officer
Muzaffarpur

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Muzaffarpur in Book 1 Volume No. 348 on pages on 104 -126, for the year 2022 and stored in CD volume No. CD-53 year 2022 .The document no. is printed on the Front Page of the document.

स्फैण्ड किया गया।

सहा ऑफिसर



Registering Officer
Muzaffarpur

Date : 10/08/2022

Token No. : 20324

Year : 2022

S.No. : 20073

SCORE Ver.4.1

Deed No. : d No. : 20064

Sanatt Malhotra
Director