Serial No. - 8909

Book No. - 1 / Deed No. - 7365

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

बिहार BIHAR H 264308

Summary of Endorsement

This document was presented for registration on this Saturday, the 17th of March 2012 by Rabindra Prasad Varma.

A stamp duty of Rs. 70600/- and other fees of Rs. 654/- has been paid in it.

The document was found admissible. The names, photographs and 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. 7365 in Book No. 1 , Volume No. 128 on pages from 472 to 485 and has been preserved in total 14 pages in C.D. No. 20 / Year 2012.

Signature with date
(Ashok Kumar Thakur)
Registering Officer, Patna

Date : 17/03/20.. cken No. : 9018 / 2012

DEVELOPMENT AGREEMENT

1) NAME OF THE VENDORS :-

1. DR. RABINDRA PRASAD VARMA,
S/o late Jogendra Prasad Verma

Serial No : 8909
Token No : 9018

Deed No : 7365
of 2012

Type & Status of Party	Name of Party	Photo	Thumb	Index	Middle	Ring	Little
In Favour of	*Bimal Kumar (Dir.)* 17/3/12 Signature of Party						
Presented by Self	*Rabindra Prasad Varma* 17/3/2012 Signature of Party						
Executed by	*Jyotindra Kumar* 17/03/12 Signature of Party						
Executed by	*Rabindra Prasad Varma* Signature of Party						
Executed by	*Nrendra Kumar Verma* 17/3/12 Signature of Party						
Identifier	*Mala Sinha* Mala Sinha 17/3/2012 Signature of Party						

2. NARENDRA KUMAR VERMA, S/o late Jogendra Prasad Verma
3. JYOTINDRA KUMAR, S/o late Jogendra Prasad Verma)
ADDRESS - North Mandiri, Chhakan Tola. P.O + P.S- Buddha Colony, Patna-800001, BIHAR

All are legal heirs and successors of by nationality Indian, hereinafter called the 'LAND OWNERS' of the First Part, which term unless repugnant to the context shall include his heirs, assignees, representative, executors, administrators & successors-in-interest.

2) NAME OF THE DEVLOPER/BUILDER :-
M/s "SRI ANUANAND CONSTRUCTION PVT. LTD". A partnership firm registered under company Act.1956 bearing its Registration No.U45203BR2009PTCO14563 having its registered office at Kumar Tower, First floor, Boring Road, Patna-1, represented through its Managing Director namely Sri Bimal Kumar, S/o Sri Anand Kishor Shrivastav, resident of Mitra Mandal Colony, P.S-Gardanibagh, P.O- Anisabad, District-Patna-2, hereinafter called the Builder/Developer of the second Part, which term unless repugnant to the context shall include its representatives, executors, administrative & successors-in-interest of the SECOND PART.

3) KIND OF DEED :-
DEVELOPMENT AGREEMENT
4) AMOUNT :-

Rs. 1,34,75,000/- (One Crore Thirty Four Lacs and Seventy Five Thousand Only).

5) Description of the Property :-
All that piece and parcel /partial of vacant land Measuring an area 7 Katha 16 Dhoor 16 Dhurkies (Seven katha Sixteen Dhoor and Sixteen Dhurkies) equivalent to **24.4980 decimal**, situated at survey Mauza Dujra known as Mohalla- North Mandiri, P.S- Budha Colony, Sub and Sadar registry office and Distt.- Patna. Under P.M.C and C.O Patna Sadar under Touzi No. 5225/14845, P.S No.- 4 Valuation code - 244, Khata No. and Survey Plot and area and Boundary as follow:-

Khata	Survey Plot No.	Area		
		Khata	Dhoor	Dhurkies
100	793	4	16	16
100	759	3	00	00
	Total Area -	7	16	16

Boundary / DIMENSION

NORTH :- SRI RAMESH

SOUTH :- SRI MADAN SINGH

EAST :- SIR ABHAY KUMAR

WEST :- SMT. SHAKUNTALA RAI

RECITAL

Whereas the property has been purchased through Mother of the Vendors Late Krishan Kamini Verma W/o Late Jogendra Prasad Verma through a register deed of release Vide Deed No.7598 Vol.83, Page 176 to 179, Book no.1 at the registry office Patna Sadar date on -09/09/1960 from – Late Chaturbhuj Sahay, S/o Har Sahay Lal, Resident –Muluk Road, P.S.- Haweli, Dist- Munger. An area 4 Khatha 16 Dhoor 16 Dhurkies Under Survey Plot No.793 and other purchased sale deed vide Deed no.3928, Vol.59 Page No.-545 to 551, Book no.1 at the registry office Patna Sadar Date on 15/05/1948 from – Late Makhoo Raut , S/o Late Puran Raut Village- Mandiri , P.S- Digha, Patna An area 3 Katha under Survey Plot no.759 and Late Krishna Kamini Verma Came peace full possession of said Plot and area and Krishan Kamini Verma died leaving behind four sons namely (1). DR. RABINDRA PRASAD VARMA, (2). NARENDRA KUMAR VERMA, (3) JYOTINDRA KUMAR, & SHAILENDRA KUMAR VERMA, All sons of Late Jogendra Prasad Verma. Shailendra Kumar Verma now living at U.S.A, So Shailendra Kumar Verma authorized and Constituted Power to their brothers, so Vendors self and behalf of his brother namely Shailendra Kumar Verma came absolute owner of the said plot and Area and came peace full possession over the land

1. And whereas the owner are interested in getting a multi storied residential building developed and constructed on the said property as permissible and acquire built up area in the shape of residential flats, parking spaces etc. as consideration for the value of lands of the said property when conveyed by the owner to the developer.
2. That the developer, offered to develop and construct at its own cost, a multistoried residential building on the said land of the owners and the owners being desirous and agreed to acquire a part of the built-up areas of the said building in the forms of flats and parking etc. as consideration for part of the said land to be conveyed by the owners to the developer or its nominees including a co-operative housing society, firms. Associations of person, body corporate etc.
3. As a result of the negotiation between the parties hereto and on the representation and declaration made by the owner as herein recorded, as an agreement for development of the said land by the aforesaid developer has been arrived at between the said owner and the developer hereto terms and conditions hereinafter appearing.
4. The aforesaid owners hereby appoint the aforesaid developer as the developer of the said property and irrevocably grant to the said developer, who hereby accepts form the owner exclusive right, and license to develop the said property in the schedule hereunder written the manner and on the terms conditions and stipulation hereinafter mentioned.
5. The developer shall construct a multi storied building on the said land of the owners on the basis of plans approved by P.M.C in the terms of prevailing Patna planning standards & building Bye Laws and it is on this basis that this agreement is being entered into by and between the parties.
6. The developer shall construct the building complex as per its specification given in this agreement herewith and which forms part of this Agreement.
7. That the building plan shall be in accordance with F.A.R.(Floor Area Ratio) prescribed by the master plan of Patna as would be enforce in the area and would be for the maximum permissible cover Area .
8. That the developer shall at the earliest possible time arrange to have suitable design, model and/or plans prepared for the proposed project and for this purpose they may engage and

employee Architect or Architects at their own expenses and responsibility. The builder will obtain the consent of the land owners to the building plan prepared by the builder/architect and submit the same to P.M.C for sanction under the signatures of the land owners/Developer. The builder may apply for requisite clearance, permission, sanction and approvals for construction over the said schedule land. The project building will be strictly according to the sanctioned plan..The builder may make any variation in the design/plan from time to time with the consent of the land owners, if permissible under rules and necessary, at his entire cost and expenses.

9. **That the developer will complete the project in such a manner that the ground floor can be used as parking and the other floors will be residential. The building will be completed within a period of 2 (Two) years from the date of agreement and having a grace period of 6 months more to complete it and finish it in all respect. Builder will clearly indicate the owner area will be 50% of total constructed area and builder/Developer area will be 50% of total constructed area and equal car parking of both side.**

10. That the developer may take loan on security of his above mention share in the super structure raised by him but in no case on any account will encumber or mortgage or raise any loan on portion of the Land owners and land owners would not be liable for any loan of the builder.
11. The developer shall be entitled to appoint qualified architects, surveyors, engineers, contractors and legal advisors and other persons of its own choice but the land owners will have right of inspection and any advice by the land owners will be accepted by developer. The land owner shall not in any event be liable for payment of wages, salary to the persons employed by the Developers. The Developers shall take Electrical connection/water connection at their own cost.
12. That in case of litigation in respect to title or possession of schedule of land the cost of contest will be borne by the owners but if any other litigation or proceeding crop up due to act of the developer in course of construction the entire cost would be borne by the developer including compensation and damages if granted by the court.

13. That the developer shall develop the said property at their own cost and shall alone be responsible for the development of the said property. And, that all types of costs and expenses legal or otherwise shall be borne by the developer. All out of pocket costs, charges, expenses, penalties shall be borne by builder.
14. That all cost of Agreement, registration cost and construction cost of the aforesaid land owner's area will be borne and paid by the developer.
15. That it shall be sole responsibility of the Developer to provide arrange for finance required for construction and the land owner shall in no case be responsible to provide fund or to finance the project or bear any cost.
16. The Developer/builder shall alone be responsible and liable to the Government , P.M.C and other concerned authorities for the development of the schedule of land and shall alone be liable for the loss, if any or for any claim arising from the development of the said and shall indemnify and dept indemnified the land owners and their estate against and in respect of all action, proceedings, demand, claim, cost, charges, expenses, losses, damages, and/or penalties of any sort or nature whatsoever that the owners may be put or sustain or incur and/or raising out of or in connection with the development of the said land by the developer or breach of any terms and conditions of the rules and regulation framed by the Municipal and other authorities.
17. The Developer shall accept service of any writ, summon, notice to be issued
by any civil, criminal, and Revenue courts, to appear personally or through any advocate in aforesaid courts, tribunals, Revenue Courts , to file suits, take action or other proceedings in any court relating to cases to be filed against builder/ Developer with respect to said project. The Developer shall at his cost, take all appropriate steps to protect the title, interest and rights of the Land owner. Title and interest over the developers area and they shall be fully entitled to transfer, convey, grant otherwise alienate their interest, in any manner as deemed fit by them to any persons, Association of persons, firms, Body Corporate, operative Societies, Government agencies, etc. on such terms and condition as may be decided by the developer or its nominees individually or collectively.

18. The Developer agree to construct, and give possession of the owners area to the owners within a period of 2 Years with a grace period of 06 (Six months) from the date of handing over of vacant possession of the said land after sanction of the building plans by the P.M.C, development Authority with an intimation to the land owner. After approval /sanction of plan & Elevation of the proposed aforesaid project a copy of sanction order and plan / elevation is to be Provided to the land owners. The above period will be subject to force majored and such happenings as fire, tempest, and accident exceptionally inclement whether and any other act of God.
19. The owners hereby from the date of this agreement grant exclusive right and license to the developers to take up and proceed with the development, planning and construction of the said building in terms of this agreement and handover vacant possession of the said property more fully described in schedule hereunder written. This right and license granted to the developer by the owners shall be license as contemplated in section 60B of the Indian Easement Act, 1982.
20. The developer shall develop the said property in its own name and account and at its own cost and shall alone be responsible for the development of the said property and neither the owners nor any person(s) claiming through the owners shall have any right or interest in the development of the said property except in relation to the owners area. Land owners shall have right to inspect the development work of the said property.
21. As after the date hereto the Developer shall be deemed to be in possession of the said property and shall be free to do all acts, deeds and things for development and construction of the said building at the developers own cost and expenses.
22. The Developer shall be entitled to develop the said property by constructing thereon one building consisting of dwelling units, flats, parking spaces and other structures in terms of the building plans approved by the owners and sanctioned by P.M.C as started herein above.
23. That terms land owner means her heirs, legal representative, assign and successors-in-interest and shall have same powers, right, title and interest to use, enjoy all the common areas, stair case, common parking spaces, common passage, pool area, lobbies etc. as the developed area and or their nominees.

24. That the developer will provide electrical lift of capacity off proper size at his own cost for this building.
25. That in case of any dispute of difference between the parties arising out of any relating to this development agreement, the same shall be settled by reference of the dispute or difference to the Arbitrators appointed by both the parties and such arbitration shall be conducted under the provisions of the Indian Arbtration Act, 1940 as amended from time to time.
26. That in case the developer fails in their promise to complete the building within 2 years from the date after sanction of the building plans by the P.M.C, development Authority with a grace period of 06 (Six) months more to complete the building and finish it in all respect. [In case of failure to do so the developer shall pay A sum of Rs 10,000/-(ten thousand only) each to ~~4~~ parts per month to the land owners. If again the developer fails to complete/finish the building then the land owners will have the liberty to terminate the agreement or shall settle the issue with the help of the Arbitrator.]
27. IF Any title holding suit arises in future then the builder/Developer have right in respect to give him/her proportionate share as per geology table from the respective land owner out of the four parts of Land Owners which is given in the RECITAL.
28. If any dues as on date of agreement relating to the land with respect to corporation tax, electricity bill and any government levies or duty are known to the builder and shall be borne by the developers/ builder.
29. The Developers and/or ~~nominees~~ shall solely and exclusively be entitled to the Developer's area, and they shall have absolute right, title and interest, over the Developers Area and they shall be fully entitled to transfer, sale, convey, grant, otherwise alienate their interest, in any manner as deemed fit by them to any person, Association of persons, Firms, Body Corporate, Co-operative Societies, Government agencies, etc., on such terms and conditions as may be decided by the Developer or its nominees individually or collectively.
30. In case of any ~~accidents/incidents land lord~~ will be not responsible during the time of construction till the entire construction of the units /project is completed.
31. All taxes such as municipal/ water wealth taxes are to be paid by the ~~builder~~/developer.

32. No electricity bill/taxes are to be paid by the land owners till the owners said flats portion are handed over by the developer/builder and cost evolved for the said bills are to be born by the Builder/Developer.
33. The total amount incurred after demolition of the existing building is to be paid to the land owners by the Builder/Developer.

STANDARD SPECIFICATIONS

01. STRUCTURE: - R.C.C Framed structure with redbrick works in cement mortar as per design & specification of structural Consultant.

02. DOORS :- (a) Doors frames (Choukhatas) of hard wood Suchas Sal wood
(b) 32 mm thick flush/ panel Door shutters of 151 mark, painted with 2 coat of synthetic enamel paint on a coat of primer.

03. WINDOWS :- Fully glazed steel windows or hard wood Window with grills painted with 2 coats of synthetic enamel paint on a coat of primer.

04. FLOORING :- (a) Marble /Vitrified tiles cut size – 2'x2' thickness (8 mm to 10 mm) flooring in all area of the flat.

05. KITCHEN :- (a) Flooring- marble /flooring.
(b) Working platform/ Marble tiles /polished granite flooring.
(c) Dado- 18" high ceramic Tiles above working platform.

06. BATHROOMS:- (a) Flooring Grey Cement marble / flooring.
(b) Dado-ceramic Tiles/Marble upto cealing still, level.
With Border on 1st 4th ft. and cealing level.
(c) Sanitary ware- white glazed vitreous sanitary ware.
(d) Cistern Acrylic /Fibrogenous cistern in colour.
(f) provided first class C.P fittings parry ware & otherbrand like essco, jaguar.

07. ELECTRIC :- (a) All internal wiring in copper conductors using concealed PVC conduit of thickness 16 mm.
(b) One T.V. Point & one Telephone point (not in each unit
(c) All electrical switches and accessories of standard make.
Fans and other fixtures not included.
(d) Adequate lighting / power point, sockets, outlets provided in each flat.
(e) Generator of adequate capacity, will be Provided for flat as well as common area lighting and deep tube well pump.
(f) Lift facility of high quality will be availabled.

08. INTERNAL WALL :- All internal walls shall be finished with P.O.P.Double coating with carnish finish with asian Ultima paint with two coats

09. EXTERNAL WALL :- All external walls shall be painted with two coats of super snowcern / or stone finished wall should be done by developer. The Building will be surrounded by a good'6 ft high 12 ft wall and 10 feet wide gate at the front of building.

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

11. SEWARAGE :- Suitable arrangements for rain / waste water disposal shall be provided as per the design of P.M.C consultation.

IN WITNESSES where of both the aforesaid parties have executed this deed of development agreement on the day, month and year aforesaid mentioned in presence of witnesses, who have attested as such.

WITNESSES:-

1.
Mala Sinha
W/o DR. R. P. Varma
North Maninri
Patna 1
17/3/2012

2.
Mukul Kumar Singh
C/o Dr. Bishwanath Singh
Gautam Nagar, Tanta Road
Gardanibagh, Patna-800002
17-03-2012

Amit Kumar
S/o D.N. Tewary
165 Patliputra Colony, Patna-13
17/03/12

Sunil Kr. Yadav
[Sunil Kumar Yadav]
Patna Collectorate,
Patna.

Signature of Land owner

1.
17/3/2012
[DR. RABINDRA PRASAD VARMA]

2.
17/3/2012
[NARENDRA KUMAR VERMA]

3.
17/03/12
[JYOTINDRA KUMAR]

Signature of Builder/Developer

SRI ANUANAND CONSTRUCTION PVT. LTD
17/3/12
BIMAL KUMAR Managing Director
(Managing Director)
M/s "SRI ANUANAND
CONSTRUCTION PVT. LTD
BORING ROAD, PATNA

Printed By:

Drafted By:
17/3/2012
[Dilip Kumar]
Deed Writer
L.No. 123/02
Patna Registry Office
Patna.

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. 270600 *Amt. paid by N.J. Stamp Paper -* Rs. 200

Addl. Stamp duty paid under Municipal Act Rs. *Amt. paid through Bank Challan -* Rs. 26925

FEE PAID

			Registration Fee				LLR + Process Fee		Service Charg
A1	0	C	0 H1b	0 Ka1	0 Lii	0	LLR	0	
A8	0	D	0 H2	0 K1b	0 Liii	0	Proc. Fee	0	350
A9	0	DD	0 I	0 K1c	0 Mb	0	Total-	0	
A10	0	E	250 J1	0 K2	0 Na	54			
B	0	H1a	0 J2	0 Li	0				
					TOTAL-	304			

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. 654

Date : 17/03/2012

Registering Office
Patna

Endorsement under section 52

Presented for registration at Registration Office, Patna on Saturday, 17th March 2012 by Rabindra Prasad Varma S/O-Late jogendra pd. Verma by profession Others, Status - Executant

17/3/2012

Signature / L.T.I. of Presentant Date : 17/03/2012

Registering Office
Patna

Endorsement under section 58

Execution is admitted by those executants and identified by the person (identified by Mala Sinha age .... Sex son/daughter of W/O-Rameshwar Pd. Sinha resident of North Mandiri, Chhakan Tola, Po+Ps-Budha Color Patna.) whose names, photographs, fingerprints and signatures are affixed as such on back page / pages of t instrument.

Date : 17/03/2012

Registering Officer
Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book No. 1 Volume No. 128 on page no. 472 - 485 for the year 2012 ar stored in CD Volume No.CD-20 year 2012. The document no. is printed on the front Page of the document.

Date : 17/03/2012

Registering Officer
Patna

Token No.9018 Year - 2012 Sl.No. 8909 SCORE Ver. 2.1 Deed No. 7365 NIC-Bi