Serial No. 696 Circle:-:Danapur Book No. :-1 Deed No. 618

भारतीय गैर न्यायिक INDIA NON JUDICIAL

₹.5000 Rs.5000

पाँच हजार रुपये FIVE THOUSAND RUPEES

INDIA

हार BIHAR

Serial No. 696 Deed No. 618

27 JAN 2017

Govt. of Bihar
District Registry Office, Patna
Summary of Endorsement

This document was presented for registration on **28/01/2017** by **Shardindu Prasad Singh**
A Stamp Duty of Rs. **1412100/-** and other Fees of Rs. **46525/-** 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. **618** in Book No. **1**, Volume No. **14** on pages from **421** to **433** and has been preserved in total **13** pages in C.D. No. **3** / Year **2017**

Signature with Date
(**Prashant Kumar**)
Registering Officer, **Patna**

Date: 28/01/2017 Token No: 720 /2017

दस्तावेज की जाँच किया
एवं
दस्तावेज में अंकित वर्णित विवरणी के अनुरूप सही पाया।

अधि लिपिक
(अरुण कुमार महाराज)

DEVELOPMENT AGREEMENT

This development Agreement executed and entered into at Patna on this **28th.** day of **January**, Months of years **2017.**

BETWEEN

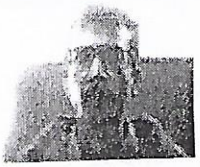
SRI SHARDINDU PRASAD SINGH son of Late Kripanand Singh, resident of Village- Kothwan, P.S.- Khagaul,

FOR GHARONDA RESIDENCY (P) LTD.

District Registry Office, Patna

en Number 720 Reg. Year 2017 Serial Number 696 Deed Number 618

sType	Name	Photo	Thumb	Index	Middle	Ring	Little
mant	Pankaj Kumar Singh						
sented	Shardindu Prasad Singh						
ecutant	Shardindu Prasad Singh	× Photo	× Thumb	× Index	× Middle	× Ring	× Little

ntified Sanjeet Kumar  

SCORE Ver.4.0 Powered by TL&ES Technologies Ltd. Biometric Captured By 2800sop021



1/28/2017

Distt.- Patna, Bihar, Indian National, hereinafter called and/ or referred to as the "owner" which expression shall unless to be repugnant to the context or meaning thereof mean and include his heirs, Administrators, Executors, legal representatives / and / or successor and successors in interest and assigns of the **FIRST PART.**

Mobile no. 9955240440.



AND

M/S GHARONDA RESIDENCY PVT. LTD., a registered company having its office at "SWADESH TOWER", Ground floor, Rukanpura, Bailey Road, P.O.- B.V. College Campus, P.S.- Rupaspur, Patna, represented through **Mr. Pankaj Kumar Singh**, son of Sri Bijai Kumar Singh R/o 5D/17, North S.K. Puri , P.O. – Patliputra Opp.- A.N. College, Patna –800013, "Here-in-after referred to as the "Developer" Which expression shall unless it to be repugnant to the context or meaning thereof mean and include its successor- successor in interest and / or assigns etc. of the **SECOND PART.**

Mobile no. 9431015901

RECITALS

WHEREAS, Mithila Sharan Singh and Jugla Sharan Singh sons of Late Ghasitan Singh jointly in equal share purchased the land of Mauza- Jalalpur through two registered sale deeds from Sri Kuldip Sharan Singh son of Babu Wazir Singh of Village- Jalalpur, P.S.- Danapur, Distt.- Patna, which is registered in the Office of the Sub Registrar Danapur in Book no. 1, volume no. 6, pages 248 to 254 bearing deed no. 323/ 1919 and Book No. 1, Volume no. 7, pages 162 to 168 bearing deed no. 324/1919 on 19.02.1919. Thereafter Mithila Sharan Singh and Jugla Sharan Singh separated through a Khangi batwara. I and of Schedule no. I and other property was allotted in the share of Sri Mithila Sharan Singh. Mithila Sharan Singh died leaving behind two sons namely Rama Nand Singh and Vidya Nand Singh. Vidya Nand Singh died issueless. Rama Nand Singh died leaving behind his one son namely Kripa Nand Singh. Kripa nand Singh died leaving behind his two sons namely Umesh Prasad Singh and Sri Shardindu Prasad Singh.

Sri Shardindu Prasad Singh son of Sri Kripa Nand Sinha filed a title partition suit bearing no. 165/1970 in the court of Sub Judge-II Patna against Kripa Nand Sinha and others. In the

FOR GHARONDA RESIDENCY (P) LTD.

Manager

above suit was decreed by Final decree on 02.02.1971. Accordingly the property of Schedule no. I alongwith other property was allotted in the share of the Land owner of this deed. Thereafter the land owner Sri Shardindu Prasad Singh mutated his name in the state serista and paying rent to the state of Bihar through Circle Officer Danapur vide Zamabandi no. 286 as absolute owner.

1. AND WHEREAS after due negotiations between the aforesaid parties, the Developer finally decided to take the said property for development and has assured and guaranteed the land owner to develop the said property without putting the land owner to any loss or damage and also immune and identify the land of any claim from any body after the execution of this agreement, on the following terms and conditions:-

2. AND WHEREAS as a result of the Developer negotiating between the parties here to and on the representation and declaration made by the owner as herein above recorded, an agreement for development of the said property by the developer has been arrived at upon the terms and conditions hereinafter appearing.

3. AND WHEREAS the owner hereby grants to the developer and the developer hereby accepts from the land owner the right to develop the said property more particularly mentioned in the **SCHEDULE** hereunder in the manner appearing on the terms and conditions and stipulation mentioned in this agreement.

4. AND WHEREAS the Developers shall appoint an Architect for drawing and preparing the plans, designs, drawings and elevation of the intended building complex to be constructed on the said property, all expenses, to be incurred and fees to be paid to the said Architect, shall be paid and borne by the Developers. It is further agreed and settled that the Developers shall develop the said property ensuring the construction to the maximum permissible F.A.R and / or according to Plan sanctioned from Nagar Parisad Danapur Nizamat.

5. AND WHEREAS the Developers shall submit the building plan prepared by the said Architect to Nagar Parisad Danapur Nizamat and other authorities, in the name of the owner who shall sign the said building plan on behalf of the owner for

FOR GHARONDA RESIDENCY (P) LTD.

Director / Manager

obtaining the sanction of the said building plan on behalf of the owner from Nagar Parisad Danapur Nizamat and all cost and expenses relating to the above shall be paid and borne by the Developer.

6. AND WHEREAS the owner shall allow every facility to the Developer their staff, workers, Engineer, Architect and Agents etc. to enter into the said property to enable the developers to carry out the various developmental works as stipulated in this agreement, such facilities shall, however be allowed to the Developer after the execution of this agreement.

7. AND WHEREAS considering the force-majure clause that is circumstances beyond the control of the developer, the total time for the construction shall be **Five Years** with **Six** Months grace period shall be allowed for project development for completing the project which period would be reckoned from the date of sanctioned of the map by the Nagar Parisad Danapur Nizamat. If the developer fails to handover the possession even after laps of the grace period of aforesaid Six month the builder shall be liable to pay rupees Five thousand per flat per month for owners' share flat, which shall be paid monthly to the owner.

8. AND WHEREAS the Developer shall on completion of the extended building complex and development work over the said property hand over the possession to the land owner **50%** (Fifty Percent) built-up area with all common amenities such as lift, generator, Intercom, Electrical Connection, what so ever and balance **50%** (Fifty percent) of the built-up area to the Developer or their nominee which shall be deemed to be and adequate consideration for the conveyance of right, title and interest in the proportionate portion of the said property of the owner. The land-owner's shares and share of the Developer shall have the same general specifications as on the total construction as per Schedule of specification.

8 (a) The Distribution of share of Flat and Parking between the land owner and the Developer shall be made on Prorata basis after the approval of map by Nagar Parisad Danapur as per mutual consent.

9. AND WHEREAS after the Registration of this Development Agreement the Owner and Developer shall be

FOR GHARONDA RESIDENCY P. LTD.

Manager

entitled to sale or enter into agreement for sale or other agreement or mortgage on behalf of their shares directly to its prospective buyers or financial institutions.

10. That after the completion of the construction of the building/project, the land owners and Developer / Promoter 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.

11. AND WHEREAS the Developer shall be entitled to develop the said property by constructing there on one or more building consisting of Dwelling units, flats, shops, car parking space and other premises in accordance with the building plan approved by the Nagar Parisad, Danapur.

12. The land owner hereby declares:-

a. That the area of the said property is about More or Less **83 Decimals** (approx.).

a. That there is no notice or order passed by the Patna Municipal Corporation or and other body or authority for set back thereof and there is no acquisition whatsoever nature by the Municipality or other body or authority relating to the said property or of any part thereof.

b. That there are no statutory claims, demands, attachments or prohibitory orders made by the Taxation Authorities / Revenue authorities or any Government or other local bodies or authorities concerning or relating to the said property or any part thereof.

d. That there is no subsisting agreement or arrangement in respect of the aforesaid property with any other developer or any person / persons.

e. That there is no notice or case pending before any Court or before any Magistrate regarding said property. And If the Developer finds any dispute at any time before this agreement regarding the said property, the developer shall be entitles to revoke this agreement and realise the expenses along with interest @ Bank rate per annum from the land owner.

f. That except the owners none else is entitled to or has any share, right, title and interest in the said property and the owner is not benamidar ~~or~~ trustee for any one in respect of the said property.

FOR GHARONDA RESIDENCY PVT. LTD.

Managing Dir.

g. That there are no any dues against the said property to any Govt. Dept. or any local bodies.

13. AND WHEREAS the land owner hereby irrevocably undertake not to sell, dispose of, alienate with the possession of the said land or any part there of save and except putting the developers in possession thereof for the purpose of development pursuant to this agreement with the ultimate object as described above. But can negotiate for sale of his share.

14. AND WHEREAS the owner shall take all steps to transfer **50%** of the built-up area in the building complex on completion at the time of taking over the possession of **50%** of the built-up area from the Developer the cost of such transfer shall be borne by the Developer and/or its nominee and on fulfillment of all conditions as stipulated in this Development Agreement.

15. AND WHEREAS the event of the land being subject to any betterment charges, case, land rent, municipal tax or any other relating to the development of the property the Developer shall bear and pay the same from their own fund after the date of execution of this agreement.

16. AND WHEREAS the Developers shall develop the said property in the name of **"MITHILA TOWER".**

17. AND WHEREAS all cost, charges, and legal expenses of and incidental to this Development Agreement including the Stamp duty and Registration Charges of the conveyance shall be borne and paid by the Developer or its nominee.

18. AND WHEREAS in addition to the right and interests of the Developer over the above mentioned built-up area in the building to be constructed on the said property in terms of this agreement, the Developer shall also have and enjoy proportionate, right, over the built up area which will include corridors, staircases, passage ways, terrace of the buildings, water tanks, reservoirs, open space and all the common areas.

19. AND WHEREAS the Developer shall strictly comply with the provisions of Nagar Parisad Danapur Nizamat and the provisions of the law relating to the constructions of the intended building complex and the developer shall provide for all civil, electrical, plumbing and sanitary work including

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installation of overhead tanks, provisions of water supply, water pump, compound wall, sewerage arrangement etc. as per the specification and amenities set out in our agreed Schedule.

20. AND WHEREAS in case of any difference arising out of or relating to the land or construction of the intended building thereon covered by this agreement or relating to the interpretation of any one or more of the clauses and conditions herein contained or relating to any matter whatsoever arising out of this Development Agreement such differences and disputes shall be settled by a references to arbitration of three arbitrators to be appointed and nominated in the manner following, that is, one arbitrator shall be appointed by the Developer and one by the owner and two such appointed arbitrators shall jointly nominate a third arbitrator who shall acts as the chairman of the Board of Arbitrators, and the decision of the arbitrators shall be final and binding on both the parties hereof.

21. That it is further agreed by the parties that any alteration in the approved building plan within the parameter of the PRIDA (dissolved)/PMC/Nagar Parishad Danapur Nizamat, building rules and regulation which may be deemed necessary during or after the sanction of the building plan shall be done by the developer with the prior consent of the land owner and the developer may alter such changes at its own risk and expenses. If any further construction will be made then the same shall be distributed between the land owners and developer as per the above mentioned share. In case the entire building is required to demolish or is razed as a result of natural calamity and the building becomes inhabitable, all Owners, Developer and Purchasers, title holders to the building will have proportionate share of land. But no individual title holder is entitled to demolish his flat or building and demand share in the land.

22. That the developer shall have not rights purchase or enter into development agreement for the land adjacent to the Schedule land for the construction of multistoried building with amalgamation of the adjacent land and Schedule land altogether.

FOR GHARONDA RESIDENCY (P) LTD.

Managing D...

SCHEDULE OF THE PROPERTY

All that piece and parcel of land measuring **83 Decimals (Eighty three decimals)** situated at Survey Plot No. 365 (P), 367 (P) & 369 (P), Khata No. 151 & 213, Tauzi No. 5524, Mohalla- Abhimanyu Nagar, Mauza- Jalalpur, Thana No. 22, Survey Thana- Danapur, at present P.S.- Rupaspur, in the Town and District of Patna, within the limit of Nagar Parishad Danapur Nizamat and under the Sub Registration Office Danapur and District Registration Office Patna and bounded as follows;-

NORTH	:-	Plot No. 370.
SOUTH	:-	Kripanand Marg (Branch Road).
EAST	:-	Kripanand Marg (Branch Road) & Private House.
WEST	:-	Kothwan Siwana.

Note :- Govt. value is mentioned at **Code No. 126 & Zone-3** of M.V.R. 2016-17.

which market value of above land is ₹ **7,05,50,000/-** (Rupees Seven crore five lakh fifty thousand) only.

GENERAL SPECIFICATIONS

STRUCTURE: Earth quake resistance RCC Frame structure.

FINISHING : All walls & ceilings internally will be finished with **Distemper** over P.O. P. with Cornish moulding and external wall will be **cement plastered and painted** with **weather coat.**

DOORS : Door frame will be of **Wood/R.C.C.**, Door Shutter will be **32 mm** thick **commercial flush doors** and will be painted with **two coats** of synthetic enamel paint over a coat of primer along with Brass/Stainless steel fitting.

WINDOWS : Glazed window with **Aluminium frame.**

FLOORING : 2' X 2' Vitrified flooring inside the flats and Kitchen / Bathroom / Balcony Flooring of Antiskid Tiles.

TOILET : **7'-0"** height coloured glazed tiles with Hot & Cold water arrangement.

KITCHEN : Working platform of **Granite** top with **Steel Sink** glazed tiles up to **2-0"** height from working platform.

ELECTRICAL : Modular Switches, C.P. Fitting marc or as equivalent fitting.

FOR GHARONDA RESIDENCY (P) LTD.

Managing Dir.

IN WITTINESS there of both the aforesaid parties has put their respective signature in token of acceptance of the terms and conditions as settled above in presence of the following Witnesses.

WITNESSES AT PRESENT

1. SANDEEP KUMAR
S/o SHARDINDU PRASAD SINGH
RAMESHWAR DAYAL PATH
NORTH S.K. PURI
BORING ROAD patna-13
P.S. S.K. PURI

(Chandra Prasad Singh) 28/1/2017

SIGNATURE OF FIRST PARTY
(OWNER)

2. NEERAJ KUMAR
S/o SHARDINDU PRASAD SINGH
RAMESHWAR DAYAL PATH
NORTH S.K. PURI
BORING ROAD
PATNA-13
P.S. S.K. PURI

FOR GHARONDA RESIDENCY (P) LTD.
28/01/2017
Managing Director

SIGNATURE OF SECOND PARTY
(DEVELOPER)

Drafted as per instruction of the parties.

Jay Anand
Chamber of 28/01/2017 Advocate
(Dr. *ANIL KUMAR SINHA "UDDYOGI"*)
Advocate,
'Chamber', Collectorate Bar Association,
Patna

Printed By:
(Manoj Kumar)
UDDYOGIJI'S CHAMBER,
Collectorate Bar Association
Patna.

सभी प्रकार के रोग से मुक्ति पाने

चलान का सत्यापन ... कोड से किया

जीव चि
(अमित कुमा

जीव चि
(मनजीत

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. 1412100/-	Amt Paid By N.J Stamp Paper	Rs. 5000/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt paid through Bank Challan	Rs. 1453625/-

Registration Fee

FEE PAID	A1	40000	C	0	H1b	0	K1a	0	Lii	0
	A8	0	D	0	H2	0	K1b	0	Liii	0
	A9	0	DD	0	I	5000	K1c	0	Mb	25
	A10	0	E	1000	J1	0	K2	0	Na	0
	B	0	H1a	0	J2	0	Li	0		
								TOTAL-		46025

LLR + Proc Fee		Service Charge
LLR	0	500
Proc.Fee	0	
Total	0	

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 46525

Registering Officer
Patna

Date: 28/01/2017

Endorsement under section 52

Presented for registration at Registration Office, Patna on Saturday, 28th January 2017 by Shardindu Prasad Singh Late Kripanand Singh by profession Others. Status - Executant

28/1/2017

Signature/L.T.I. of Presentant

Date:28/01/2017

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Sanjeet Kumar' age '41' Sex 'M', 'Shardindu Prasad Singh', resident of 'Rameshwar Dayal Path, North S.K.Puri Boring Road, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument

Registering Officer
Patna

Date : 28/01/2017

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 14 on pages on 421 -433, for the year 2017 and stored in CD volume No. CD-3 year 2017. The document no. is printed on the Front Page of the document.

Registering Officer
Patna

Date : 28/01/2017

Token No. : 720 Year : 2017 S.No. : 696 SCORE Ver.4.1 Deed No . :d No . : 618

अन्दर मो. ..... शब्दों में (रू. .....) मात्र !

चतुर्थ प्रति
(जमाकर्ता हेतु)

बिहार सरकार
निबंधन विभाग

गैर मानक

दस्तावेजों के निबंधन के लिए जमा किए जाने वाले स्टाम्प शुल्क / निबंधन शुल्क एंव भूस्वामी के निबंधन शुल्क के भुगतान के लिए बैंक चालान

1.पक्षकार का नाम पिता/पति का नाम/ पता (जिसकी ओर से जमा किया जा रहा है)	M/S GHARONDA RESIDENCY PVT. LTD., Office at "SWADESH TOWER", Ground floor, Rukanpura, Bailey Road, P.O.- B.V. College Campus, P.S.- Rupaspur, Patna
2.दस्तावेज का प्रकार	Development Agreement
3.निबंधन कार्यालय	जिला निबंधन कार्यालय, पटना
4.बैंक का नाम एवं शाखा	भारतीय स्टेट बैंक, मुख्य शाखा,पटना

5.भुगतान की जानेवाली राशि का विवरण:

क्र.स.	भुगतान का मद एवं शीर्ष	रकम
(क)	स्टाम्प शुल्क-मुख्य शीर्ष-0030- स्टाम्प एवं पंजीकरण-उप-मुख्य शीर्ष 02 - स्टाम्प गैर न्यायिक लघु शीर्ष-103- दस्तावेजों का स्टाम्प शुल्क लगाना - उप शीर्ष 0001 सकल प्राप्तिया प्राथमिक इकाई 75 49 सकल प्राप्तिया विपत्र कोड - **R0030021030001**	1407100
(ख)	निबंधन शुल्क-मुख्य शीर्ष - 0030- स्टाम्प एवं पंजीकरण शुल्क उप मुख्य शीर्ष- 03 पंजीकरण शुल्क, लघु शीर्ष-104- दस्तावेजों का पंजीकरण शुल्क- उपशीर्ष- 0001, प्राथमिक इकाई 75 49 सकल प्राप्तिया विपत्र कोड - **R0030031040001**	40000 1000 5000 25 46025
(ग)	भूस्वामी शुल्क-मुख्य शीर्ष-0029- भू राजस्व लघु शीर्ष-800 अन्य प्राप्तिया- उपशीर्ष-0006-अन्य मदं- प्राथमिक इकाई -75 49 भूमि निबंधन शुल्क से आय विपत्र कोड - **R0029008000006**	0
	भुगतान का माध्यम: नगद/ चेक*/ड्राफ्ट* कुल योग कुल राशि शब्दों में चौदह लाख तिरपन हजार एक सौ पच्चीस मात्र	1453125

स्थान Patna.

तारीख 22-11-17

*चेक/ ड्राफ्ट का विवरण पीठ पर अंकित पर कर दें।

*चेक/ ड्राफ्ट की राशि अन्तरित होने के पश्चात् ही मान्य होगी

453

जमाकर्ता का नाम एवं हस्ताक्षर

FOR USE OF THE BANK

युक्त कालम संख्या - (5) में दिए गए विवरण के अनुसार ..... रुपये प्राप्त किया।

प्राधिकृत पदाधकारी का हस्ताक्षर एवं मुहर

जमाकर्ता Pay in slip — नकद अंतरण / CASH/TRANSFER

भारतीय स्टेट बैंक
State Bank of India
Main शाखा Branch
दिनांक Date 22/11/17

खाते का प्रकार : बचत बैंक चालू खाता/आवर्ती जमा/टीडीआर/ एसटीडीआर/केश क्रेडिट सावधि ऋण खाता सं.
Type of Account: SB/CA/RD/TDR/STDR/CC/TL A/c. No.

खाता सं० A/c. No. 1 1 0 4 9 7 5 4 0 4 2

के बैंक खाते में जमा करने हेतु / For the credit of the Bank
Account of Patna Scale

नकद चेकों के विवरण पर्ची की दूसरी ओर Details of Cash/Cheques overleaf	राशि Amount रु० Rs.	पै० P
खाते में नकद जमा / Cash Deposit in the account	500	
नकदी स्वरूपण शुल्क / Cash Handling Charges		
कुल जमा Total Deposit	500	
राशि (शब्दों में) Rupees (in words)		

R.

भारत सरकार



Sanjeet Kumar

8566 0669 0299

आधार -आम आदमी का अधिकार

भारतीय विशिष्ट पहचान प्राधिकरण

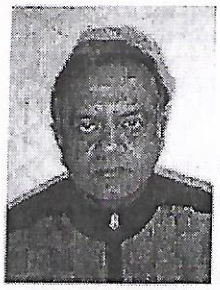
8566 0669 0299

Aadhaar -Aam Admi ka Adhikar

Sanjeet Kumar.

Identifier

भारत सरकार
Government of India



पंकज कुमार सिंह
Pankaj Kumar Singh

जन्म तिथि / DOB: 01/01/1958
पुरुष / Male

9823 7888 1122

आधार - आम आदमी का अधिकार

भारतीय विशिष्ट पहचान अधिकरण
Unique Identification Authority of India

पता: आत्मज: विजय कुमार सिंह
विजय श्री, प्लॉ / 17
नॉर्थ एस के पुरी
नजदीक भगवान कुंज अपार्टमेंट
ओप्प ए.एन कॉलेज, बोरिंगरोडपटना
पाटलीपुर, पटना, बिहार, 800013

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