Serial No. 8982 T.9398 Book No. :- 1 Deed No. 8780

Serial No. 8982 Deed No. 8780

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

This document was presented for registration on 21/03/2013 by Harishekhar Pathak
A stamp duty of Rs. 413920/- and other fees of Rs. 636/- 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. 8780 in Book No. 1, Volume No. 125 on pages from 17 to 30 and has been preserved in total 14 pages in C.D. No. 20 / Year 2013

Signature with Date
(Nilesh Kumar)
Registering Officer, Muzaffarpur

Date: 21/03/2013 Token No: 9398 /2013

MANAGING DIRECTOR,
Panchwati Colonisers & Constructions Pvt. Ltd.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered at Muzaffarpur on this 21st day of March 2013,

BETWEEN

1. **SRI Harishekhar Pathak**, Aged about 81 Years , Son of Late Mukund Pathak , 2. **Smt** Subhadra Pathak, aged about 75 years W/o Sri Harishekhar Pathak , 3. **Sri Shivesh Pathak** , aged about 45 years S/o Sri Harishekhar Pathak all resident of Vill.- Ratwara PS.- Piyara Disst.- Muzaffarpur , hereinafter referred to as the LAND OWNERS (which expressions shall unless it be repugnant to the context or meaning there to mean and include his heirs , administrators , executors , legal representatives , successors , in interest and / or nominee or nominees of the **FIRST PART**

District Registry Office,Muzaffarpur

en Number 9398 | Reg. Year 2013 | Serial Number 8982 | Deed Number 8780

sType	Name	Photo	Thumb	Index	Middle	Ring	Little
cutant	Harishekhar Pathak	Photo	Thumb	Index	Middle	Ring	Little

26/13

sented By — Harishekhar Pathak

हरिशंकर पाठक

21/3/2013

ecutant — Shivesh Pathak

शिवेश कुमार पाठक

21/3/2013

26/13

imant — Vandana Sharma

Sharma 21.3.13

26/13

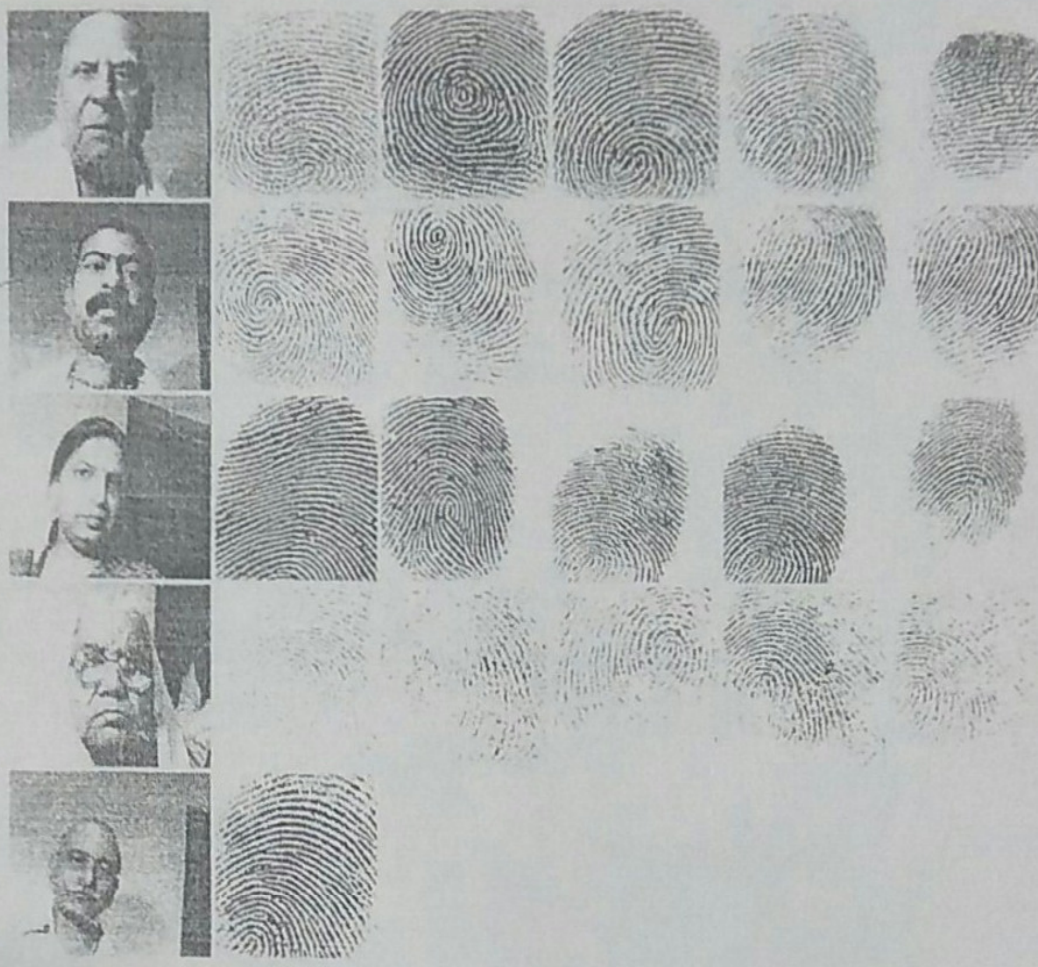
ecutant — Subhadra Pathak

26/13

सही सुभद्रा पाठक बा०
अनिल कुमार पाण्डेय
21/3/2013

tified By — Anil Kumar Pandey

अनिल कुमार पाण्डेय
21/3/2013
पिता - स्वा० शिवनारायण पाण्डेय



26/13

हरिशंकर पाठक

29-3-2013

Ver.3.0 Powered by InfoSystem and Solutions,Patna Biometric Captured By 1400sop008

AND

M/S PANCHWATI COLONISER AND CONSTRUCTIONS PVT. LTD. , Road No. 5 , East Patel Nagar , P.S. and P.O. Shastri Nagar , District Patna , through it's Managing Director **SMT. VANDANA SHARMA** wife of Sri Ratnesh Kumar Sharma , resident of House No. 50 , Road No. 5 , East Patel Nagar , P.S. and P.O. Shastri Nagar , District Patna , hereinafter referred to as the **DEVELOPER** (which expressions shall unless repugnant to the context or meaning there shall mean and include her heirs , administrators , executors , legal representatives , successors in office , in interest and / or nominee or nominees of the **SECOND PART.** Aged about 43 years.

WHEREAS the aforesaid owners are seized and possessed of and is owner of or otherwise is sufficiently entitled to the free hold land situated at Mauza: Kanhauli, Bishundutt ,P.S: Mithanpura in the town of Muzaffarpur , bearing its Revenue Thana No. 411 (Four hundred eleven) , Khata No. **718**(Seven hundred eighteen) , Survey Plot No. 2392,2393,2394 (Two thousand three hundred ninety two ,Two thousand three hundred ninety three and Two thousand three hundred ninety four) measuring 10 Katha 5 1/4 Dhur. within the limits of Nagar Parishad , Muzaffarpur.

AND WHEREAS the aforesaid owner represented and declared that the aforesaid property is acquired by owner by virtue of Registered Deed of Absolute Sale Nos. 10333, 10334 dt:4th July 1995 and Nos.8112,8113,8115 dt.8th May 2001 from (1) Sri Parmanand Nathani S/o Late Radha Krishna Nathani and (2) Sri Bimal Kumar Nathani S/o Late Parmanand Nathani, all Registered at Distt. Registration Office, Muzaffarpur.

AND WHEREAS IT IS FURTHER REPRESENTED AND DECLARED BY THE OWNERS AS FOLLOWS:-

That the said land is under her exclusive possession with absolute right, title and interest free from all encumbrance having full right to transfer and convey the whole or part of the said land and having fully marketable title thereby.

That owner has not created any encumbrance on the said property or any part thereof by way of sale, mortgage, exchange, lease, trust, assessment, rights, gifts, liens, leave and license, permission, charges, inheritance or any other encumbrances whatsoever.

MANAGING DIRECTOR,
Panchwati Coloniser & Constructions Pvt. Ltd.

That no notice or notification for acquisition/requisition under any of the statute of the past or presently in force, have been received, served or passed by the M.M.C./ Nagar Parishad Muzaffarpur , any competent authority , Income Tax Department or any other Government authority, for acquisition or requisition of the said property or any part thereof.

That there are no attachments, either before or after judgment and there are no claims, demands, suits, decrees, injunctions, orders, notices petitions, or adjudication orders affecting the said property or any part thereof.

That apart from the Land Owner, none else is entitled to or has any share, right, title or and interest of the said land or any part thereof in any manner.

That the Land Owner has not entered in the past in any agreement for sale or development of the said land or any part thereof nor has made any arrangement with anyone whatsoever regarding the said land or any part thereof.

AND WHEREAS the aforesaid Owner is interested in getting a multistoried residential building complex developed and constructed on the said land through reputed developer who can develop and construct a residential building complex in the shape of residential flats and car parking spaces etc. as consideration for the value of land to be conveyed by the Land Owner to the Developer.

AND WHEREAS the aforesaid developer offered to develop and construct at it's own cost, a residential building complex (hereinafter referred to as the SAID BUILDING) on the said land and the Land owner agreed to acquire flats and car parking space in the said building as consideration for value of the said land to be conveyed by the land owner to Developer or it's nominees, including a Co-operative Housing Society, Firm, Association of persons, Body Corporate etc.

AND WHEREAS as a result of the negotiations between the parties hereto the aforesaid land owner of the **FIRST PART** and the aforesaid developer of the **SECOND PART** and the representation and declaration made by the owners as therein recorded, an Agreement for Development of the said land has been arrived at between the parties hereto upon terms and conditions hereinafter appearing.

MANAGING DIRECTOR,
Panchwati Colonizer & Constructions Pvt. Ltd.

21

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

The owner hereby appoints the aforesaid Developer, as the Developer of the said land and grant to the said Developer, who hereby accepts from the Owner exclusive right, possession and license to develop the said land described in the schedule hereunder, in the manner and on the terms and conditions and stipulations hereinafter mentioned.

The Developer and owner hereby irrevocable agreed that the developer will construct the said building as per building plan mutually agreed upon by the owner and the developer and sanctioned by the Nagar Parishad Muzaffarpur / competent authority on the said land which shall be distributed over several floors of he said building and it is on that basis this agreement is being entered into by and between parties hereto.

The aforesaid Developer have agreed to construct at their own cost a multi - storied residential building complex on the said premises of the owner (hereinafter referred to as the BUILDING) and shall give **45%** (Forty five percent) of total built up area of the building and the parking space with undivided proportionate share in the land to the land owner and shall get the remaining **55%** (fifty five)%of the total built up area and parking space of the share of the developer with undivided proportionate share in land and shall sell , lease , mortgage or shall alienate his share to the prospective buyers who may from an association of buyers or a new cooperative housing society or join as an existing co-operative society for the purpose of buying and owing flats in the said building whichever is found most suitable by the developer.

It is hereby agreed that the decision with regard to allotment of **45%** of the total built up area as the share of the owner will be made after the finalization of plans by the Nagar Parishad, Muzaffarpur / Competent Authority. However the allocation to the owner's area will be made on all floors and in all directions or subject to mutual understanding. Immediately after the execution of this Development Agreement the developer shall proceed expeditiously with preparation of the plans and drawings for the said building in consultation with the owner. The Owner and developer shall have no objection in signing any necessary paper / papers required for obtaining approval of the Nagar Parishad, Muzaffarpur / Competent Authority. However, all fees, costs, charges and expenses relating to such approvals/ sanction shall be borne by the Developer.

MANAGING DIRECTOR,
Parbhupati Colonisers & Constructions Pvt. Ltd.

21/3/2013

It is further agreed that there may be minor alterations or revision of the aforesaid plans within the parameters of the Nagar Parishad Muzaffarpur/ Competent Authority, Building Rules and Regulations which may become necessary shall not require any further approval of the owner and the Developer alone shall be entitled to make such alterations / revisions which would be binding on the owner. However, it should be informed about such changes at the earliest.

The owner will after the execution of this agreement allow every facility to the developer, their staff, Engineers, Architects, workers etc. to enter upon the said lands to enable the developer to carry on the various development works as stipulated in this agreement.

The Owner agree to sell, convey, transfer and/or assign, to the Developer and/or its nominees including a Co-operative Housing Society, Association of persons, Firm Body Corporate etc. free from attachments, charges and encumbrances 55% of undivided share in the said land for a total consideration and on the terms and conditions mentioned hereinafter.

As consideration for 55% of the undivided share in the said land to be conveyed / transferred by the land owner to the Developer or it's nominee/s, in terms of clause 6 above, the developer agrees to deliver and give possession to the Owner **45%** of the total built up area in the shape of flats and reserved car parking space in the said building to be constructed over the land by the Developer ,hereinafter referred to as the OWNER'S AREA , which will be decided after sanction of Building Plan. This is by way of final settlement and owner's will be not demand any further sum of premium or any interest except his **45%** share in any dealing regarding developer's area.

It is hereby agreed that delivery of possession of **45%** of the total built up area in finished condition and parking space shall deemed always adequate consideration of the total land area aforesaid conveyed to the owner by the developer. The owner , therefore , will have no right , title or interest over the remaining **55%** of the undivided total land conveyed as aforesaid to the developer except their proportionate share of the **45%** undivided total land. The balance of the total built up area of the said building (after excluding the said owner's area stipulated in clause - 7 above) shall exclusively belong to the developer and shall hereinafter be called DEVELOPER'S AREA to which it alone shall be entitled having constructed the same at it's own cost and expenses.

MANAGING DIRECTOR,

The Owner and his heirs / successors and / or nominees shall solely and exclusively be entitled to the Land Owner's Area and he will have fully entitled to transfer, convey, grant, otherwise alienate his interest, in any manner as deemed fit by him to any person or persons, Association of Persons, Firm Body Corporate, Co-operative Societies, Government agencies etc., on such terms and conditions as may be decided by the Owners individually or collectively.

The Developer and or it's nominee (s) shall solely and exclusively be entitled to the Developer's Area, and they shall have absolute right, title and interest over the Developer's Area and they shall be fully entitled to transfer, convey, grant, otherwise alienate to any person or persons, Association of Persons, Firm , Body , corporate , Co-operative Societies, Government agencies etc. on such terms and conditions as may be decided by the Developer or it's nominee individually or collectively.

The Developer agrees to construct and give possession of the Owner's Area to the Owner within a period of 3 years (Three years) from the date of sanction of Building Plan by the Nagar Parishad Muzaffarpur, or by any Competent Authority with a further grace period of six months. The aforesaid time may be extended subject to force major and such happenings as are beyond the control of the developer including fire, tempest, accident , strike , lock out exceptionally inclement weather and any other act of God .

This agreement shall not even be deemed to constitute a Partnership of any sort between the parties hereto.

The Land Owner hereby from the date of this agreement grants, Exclusive license to the Developer to enter upon the said land , more fully described in schedule written hereunder , and to take up and proceed with the Development, planning, and construction of the said building in terms of this Agreement. This license grants to the Developer by the Owners shall be a license as Contemplated in section 60 (b) of the Indian Easement Act, 1882.

The Owner hereby undertakes not to sell, dispose off, alienate, charge, encumber, lease or otherwise transfer the said land or any part thereof during the currency of this Agreement.

MANAGING DIRECTOR,
Panchwati Colonizer & Constructions Pvt. Ltd.

The Developer shall be entitled to develop the said land by Constructing thereon building/s consisting of Flat / Parking Spaces in accordance with the building plans approved and sanctioned by Nagar Parishad Muzaffarpur / Competent Authority as stated herein above.

The developer shall be entitled to enter into agreement for sale or otherwise allot flats, parking spaces and other tenements comprised in the Developer's area in the said Building, which comprises of the total built up area of developer.

Similarly the owner will be fully entitled to enter into agreements for sale or otherwise allot flats, parking spaces and other tenements comprised in the owner's area in said building, which comprises of the total built up area of owner.

The owner and the developer hereby agrees that , in case , in future at any time due to relaxation in the Building Bye Laws if it is possible to construct any extra built up area beyond the area mentioned in sanctioned plan , the same shall be distributed between the owners and developer in the proportion of their respective shares mentioned hereinabove.

The Owner will deliver to the Developer and/or its duly authorized Advocate , certified copies / photocopies of all original title deeds, documents and papers relating to the said property for complete examination of the Owner's title thereto and the Owner agrees to give co-operation with the Developer in such examination of owner's title and to answer and/or comply with all reasonable requisition that may be the Developer and/or its Advocate in this regard to establish a marketable title to the said land.

In case there by any defect in the title of the owner or there be any liability or any encumbrances, then in such event, the developer shall be entitled to have such defect cured and. Or liability cleared for and behalf of the owner and at the owner cost and expense.

The developer shall be entitled to retain only photo copies, certified copies of the original document pertaining to the said property including title deeds etc. However, the original documents will be produced by the owner for inspection when and where at owner cost and expense.

In any event the owner without prejudice to the foregoing declarations agrees and undertakes to remove all the obstacles and clear all outstanding, doubts, or defects, relating to the title of the property save as hereinabove provided at his own cost so as to ultimately vest the said land in the Developers or it's nominees free from all encumbrances and defects.

All outgoing including municipal tax and other charges in respect of the said land shall be borne and paid by the owner till the date of handing over the vacant possession of the said land and thereafter the same shall be borne and paid by the Developer till the delivery of possession of the owner's area to the Owner.

After delivery of possession of the owner's area to the owner free from all encumbrances all outgoing in respect of the said land and the said building thereon shall be borne and paid by the owner and the Developer and / or their nominees proportionately in the proportion of their respective shares in the total built up area (the word proportionately with all its cognate variations ,whenever used in these presents shall mean the proportion in which the parties hereto and/or their nominees acquiring portions of the building are entitled to the covered areas in the building).

The developer shall form as it deems best a Co-operative Housing Society / Association of persons / Body Corporate, of all the persons owning tenements, in the said building. The owner and, his nominees shall become members of such an organization formed by the Developer and owner, his nominees, respective agents, licenses, tenants, etc. shall be bound to abide by the rule and regulations as be framed by such organization from time to time and they shall be bound to contribute towards the cost of Formation of such organization as well as to pay the regular maintenance charges as be fixed for the maintenance and management of the entire building complex.

The nominees of the Developer shall own and hold portions of the building comprised in the Developer's Area according to the standard Agreement finalised by the Developer. The owner and his nominees shall be bound to hold and own portions of the owner's Area in the said building on the same terms and conditions as be contained in the aforesaid standard Agreement and to execute similar agreements.

The common areas shall jointly be owned by all the owners of all the portions of the said building with equal entitlements to use all common areas and facilities intended for utilization by the occupants of the said building on the same terms and conditions applicable to all for such utilization. No owner of any part of the said building will have any exclusive rights, title and interest over the common areas and common facilities except the right of common use.

MANAGING DIRECTOR

The owner agrees that if any levy is imposed by the Nagar Parishad Muzaffarpur/ Competent Authority or any other public body or bodies or the Govt. for the development / betterment of the area in which the said property is located or any other levy becomes applicable on the said land or the Building thereon, then the same shall be paid by the owner and the Developer jointly in the same proportions as their respective shares of built up area in the said building.

It is agreed that in all transfers / conveyance of land and / or built up area, the purchaser(s) / Transferee(s) shall bear the cost of stamp Duty, Court fees and other Registration charges.

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 to the dispute or provisions of the Indian Arbitration Conciliation Act 1996 and as amended from time to time or by the appropriate Court of Law.

SCHEDULE OF LAND

All that piece and parcel of land measuring about 10 Katha 5 1/4 Dhur (Ten Katha Five & one Forth dhur) 41.25 Dismil situated at ward 47, Mauza: Kanhaulu Bishundutt, PS: Mithanpura, in the town of Muzaffarpur, District: Muzaffarpur, bearing , Khata No. 718 , Survey Plot No. 2392,2393,2394 (Part) , Revenue Thana No. 411 , within the limits of Nagar Parishad, Marked as **commercial main road** Muzaffarpur and within the Jurisdiction of Sub Registrar Muzaffarpur and the same is bounded and dimensioned as follows:-

BOUNDARIES

North	:-	Govt. Road
South	:-	Road
East	:-	Chatthulal Nathani & Smt Kumari Karuna
West	:-	Nala

The total valuation of the property is **Rs. 2,06,46,000/-** only.

ANNEXURE – I

COMMON AMENITIES

(PART - I)

(a)	**SEWERAGE**	:-	Suitable arrangements for rain and water (waste) disposal shall be provided as per the design of the consultants. Soil water disposal shall be through common septic tank/sewers as per the site condition and the design of the consultant.
(b)	**T.V.**	:-	One T.V. Point shall be provided in each flat (Not T.V.)
(c)	**TELEPHONE**	:-	One Telephone (not telephone connection) point will be provided in each flat.
(d)	**WATER SUPPLY**	:-	Twenty Four hours water supply from deep tube well / boring.
(e)	**ELECTRICITY**	:-	Electric supply for the building shall be taken from Bihar Electricity Board and all flats will have separate individual connection with meter as per rule.
(f)	**GENERATOR**	:-	A Stand by generator of suitable capacity shall be provided to run the water supply , pump , lightening of common area , lift and Emergency power supply to individual flats (to be charges extra over and above the cost of the flat from the purchaser.
(g)	**LIFT**	:-	If required, a Centrally located lift of suitable capacity will be provided.
(h)	**PARKING**	:-	Reserved parking area for cars.
(i)	**BOUNDARY WALLS**	:-	A Boundary wall shall be constructed for safety purpose.

MANAGING DIRECTOR.

228

PART - II

(THE BROAD SPECIFICATION)

1 FOUNDATION

1.1 Under reamed piles foundation at designated depth with pile Caps or isolated foundations as per design of structural consultants. First class brick work in cement mortar 1:6 in foundation and Plinth whenever required. 40 mm thick P.C.C. with D.P.C. at plinth whenever required.

2 SUPER STRUCTURE

2.1 First Class brick / cement made brick 5" thick external and internal brick work in cement mortar 1:5 in super structure.

2.2 R.C.C. lintel, bands, roof beam and roof slabs as per structure design.

3 FLOORING AND SKIRTING

3.1 In Car Parking area at G.F. grey Flooring over thick P.C.C.1:3:6 over flat brick soling over sand filling.

3.2 Guard room - grey flooring.

3.3 Stair case in situ with KOTA stone in raiser, treads and landing with steel railings.

3.4 All rooms flooring of cut size marble / vectified tiles.

3.5 Kitchen cooking to KOTA stone / marble and 520 mm high glazed tiles dado over cooking top. Cast in situ mosaic flooring / mosaic tiles in kitchen, toilet and glazed tile upto 1500 mm high dado in toilets.

4 WOOD WORKS

4.1 Wooden door frames of good quality of local hard wood.

4.2 30 mm thick solid core flush door shutters painted with synthetic enamel paint to all rooms.

5 STEEL WORK AND HADWARES

5.1 Fully glazed M.S. Steel windows as per standard norms.

5.2 M.S. Grills to windows and railing to stair passage and balcony.

MANAGING DIRECTOR,
Panchwati Coloniser & Constructions Pvt. Ltd.

229

6 **PLASTER AND FINISHING**

12 mm thick cement plaster 1:6 to all internal plain surface of wall.

19 mm thick waterproof cement plaster (1:6) to all external surface of wall.

10 mm thick cement plaster 1:4 in ceiling, chajja, loft etc.

All internal surfaces painted with POP with a single coat of white cement.

All external surfaces painted with waterproof cement paint.

All wood and steel works painted with 1" quality synthetic enamel paint.

7 **SUNKEN / DOWN SLABS**

All sunken slabs will be fitted with cinder after plastering the surface with 12 mm thick cement plaster and with a floating of neat cement finish after water proofing of sunken slabs.

8 **P.H.E. WORKS**

All fittings shall be of approved make

All internal sanitary sand water supply pipes shall be concealed.

All internal water supply fixtures shall be CP Brass of approved makes.

All W.C. will be provided with one E.W.C. / I.W.C. and one water tap

All rain water and external pipe will not concealed.

9 **ELECTRICITY**

All electricity wiring will be concealed type.

All fitting shall be of standard make.

In witnesses whereof the aforesaid parties executed this development agreement at Patna on the day , month and year as written above.

WITNESSES

1.

2.

SIGNATURE OF OWNER'S

SIGNATURE OF DEVELOPER

MANAGING DIRECTOR,
Panchwati Coloniser & Constructions Pvt. Ltd.

DRAFTED BY ME:-

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. 413920/-	Amt.Paid By N.J Stamp Paper	Rs. 0/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 414556/-

Registration Fee

FEE PAID

A1	0	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	250	J1	0	K2	0	Na	36
B	0	H1a	0	J2	0	Li	0		
								TOTAL-	286

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 636

LLR + Proc Fee		Service Charge
LLR	0	350
Proc.Fee	0	
Total	0	

Registering Officer
Muzaffarpur

Date: 21/03/2013

Endorsement under section 52

Presented for registration at Registration Office, Muzaffarpur Sadar on Thursday, 21st March 2013 by Harishekhar Pathak Mukund Pathak by profession Agriculture. Status - Executant

हरिशेखर पाठक

Registering Officer
Muzaffarpur Sadar

Signature/L.T.I. of Presentant **Date:21/03/2013**

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Anil Kumar Pandey' age '50' Sex 'M', 'Shiv Narayan Pandey', resident of 'Road No.2 Purwi Patel Nagar,ps-Shashtri Nagar,patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Muzaffarpur

Date : 21/03/2013

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Muzaffarpur Sadar in Book 1 Volume No. 125 on pages on 17 -30 , for the year 2013 and stored in CD volume No. CD-20 year 2013 .The document no. is printed on the Front Page of the document.

Registering Officer
Muzaffarpur

Date : 21/03/2013

Token No. : 9398 Year : 2013 S.No. : 8982 SCORE Ver.3.0 Deed No . : 8780

Serial No. 9856 A-9611 / 10492 T-9503 Book No. :- 1 Deed No. 9607

Serial No. 9856 Deed No 9607

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

This document was presented for registration on 26/03/2013 by Vandana Sharma
A stamp duty of Rs. 121500/- and other fees of Rs. 661/- 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. 9607 in Book No. 1, Volume No. 136 on pages from 515 to 529 and has been preserved in total 15 pages in C.D. No. 21 / Year 2013

Signature with Date
(Nilesh Kumar)
Registering Officer, Muzaffarpur

Date: 26/03/2013 Token No: 9503 /2013

MANAGING DIRECTOR,
Panchwati Colonisers & Constructions Pvt. Ltd.

DEVELOPMENT AGREEMENT

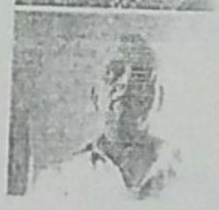
THIS DEVELOPMENT AGREEMENT is made and entered at Muzaffarpur on this 22th day of March 2013.

BETWEEN

Smt. Kumari Karuna alias Karuna Devi w/o Sri Ganesh Jha resident of Vill.- Muraul PS: Sakara Disst.- Muzaffarpur , hereinafter referred to as the LAND OWNERS (which expressions shall unless it be repugnant to the context or meaning there to mean and include his heirs , administrators , executors , legal representatives , successors , in interest and / or nominee or nominees of the FIRST PART Aged about 38 years

District Registry Office,Muzaffarpur

Reg Year [illegible] Serial Number 9856 Deed No [illegible]

Name	Photo	Thumb	Index	Middle	Ring
Vandana Sharma :					
Vandana Sharma	Photo	Thumb	Index	Middle	
[illegible] Karuna					
[illegible] Kumar Pandey					

C.29/13 Sharma 26.3.13

C.29/13 कुमारी करुणा उर्फ करुणा देवी 26/3/2013

Anil Kumar Pandey 26/3/2013 S/o Late Shiv Nr. Pandey

C.29/13

SCORE Ver.3.0 Powered by InfoSystem and Solutions,Patna Biometric Captured By 1400sop001

Vandana Sharma

Sharma

22.03.2013.

AND

M/S PANCHWATI COLONISER AND CONSTRUCTIONS PVT. LTD. , Road No. 5 , East Patel Nagar , P.S. and P.O. Shastri Nagar , District Patna , through it's Managing Director **SMT. VANDANA SHARMA** wife of Sri Ratnesh Kumar Sharma , resident of House No. 50 , Road No. 5 , East Patel Nagar , P.S. and P.O. Shastri Nagar , District Patna , hereinafter referred to as the **DEVELOPER** (which expressions shall unless repugnant to the context or meaning there shall mean and include her heirs administrators , executors , legal representatives , successors in office , in interest and / or nominee or nominees of the **SECOND PART.** Age about 43 years.

WHEREAS the aforesaid owners are seized and possessed of and is owner of or otherwise is sufficiently entitled to the free hold land situated at Mauza Kanhauli Bishundutt ,P.S. Mithanpura in the town of Muzaffarpur , bearing its Revenue Thana No. 411 (Four hundred eleven) , Khata No. 718 (Seven hundred eighteen) , Survey Plot No. 2392,2393,2394 (Two thousand three hundred ninety two ,Two thousand three hundred ninety three and Two thousand three hundred ninety four) measuring 3 Katha 03 Kanma Within the limits of Nagar Parishad Muzaffarpur.

AND WHEREAS the aforesaid owner represented and declared that the aforesaid property is acquired by owner by virtue of Registered Deed of Absolute Sale No. 10332, dt.4th July 1995 and No.8114, dt.8th May 2001 from (1) Sri Parmanand Nathani S/o Late Radha Krishna Nathani and (2) Sri Bimal Kumar Nathani S/o Late Parmanand Nathani, all Registered at Distt. Registration Office, Muzaffarpur.

AND WHEREAS IT IS FURTHER REPRESENTED AND DECLARED BY THE OWNERS AS FOLLOWS:

That the said land is under his exclusive possession with absolute right, title and interest free from all encumbrance having full right to transfer and convey the whole or part of the said land and having fully marketable title thereby.

That owner has not created any encumbrance on the said property or any part thereof by way of sale, mortgage, exchange, lease, trust, assessment, rights, gifts, liens, leave and license, permission, charges, inheritance or any other encumbrances whatsoever.

That no notice or notification for acquisition/requisition under any of the statute of the past or presently in force, have been received, served or passed by the M.M.C./ Nagar Parishad Muzaffarpur , any competent authority , Income Tax Department or any other Government authority, for acquisition or requisition of the said property or any part thereof.

That there are no attachments, either before or after judgment and there are no claims, demands, suits, decrees, injunctions, orders, notices petitions, or adjudication orders affecting the said property or any part thereof.

That apart from the Land Owner, none else is entitled to or has any share, right, title or and interest of the said land or any part thereof in any manner.

That the Land Owner has not entered in the past in any agreement for sale or development of the said land or any part thereof nor has made any arrangement with anyone whatsoever regarding the said land or any part thereof.

AND WHEREAS the aforesaid Owner is interested in getting a multistoried residential building complex developed and constructed on the said land through reputed developer who can develop and construct a residential building complex in the shape of residential flats and car parking spaces etc. as consideration for the value of land to be conveyed by the Land Owner to the Developer.

AND WHEREAS the aforesaid developer offered to develop and construct at it's own cost, a residential building complex (hereinafter referred to as the SAID BUILDING) on the said land and the Land owner agreed to acquire flats and car parking space in the said building as consideration for value of the said land to be conveyed by the land owner to Developer or it's nominees, including a Co-operative Housing Society, Firm, Association of persons, Body Corporate etc.

MANAGING DIRECTOR

22.03.2013

AND WHEREAS as a result of the negotiations between the parties hereto the aforesaid land owner of the **FIRST PART** and the aforesaid developer of the **SECOND PART** and the representation and declaration made by the owners as therein recorded, an Agreement for Development of the said land has been arrived at between the parties hereto upon terms and conditions hereinafter appearing.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

The owner hereby appoints the aforesaid Developer, as the Developer of the said land and grant to the said Developer, who hereby accepts from the Owner exclusive right, possession and license to develop the said land described in the schedule hereunder, in the manner and on the terms and conditions and stipulations hereinafter mentioned.

The Developer and owner hereby irrevocable agreed that the developer will construct the said building as per building plan mutually agreed upon by the owner and the developer and sanctioned by the Nagar Parishad Muzaffarpur / competent authority on the said land which shall be distributed over several floors of he said building and it is on that basis this agreement is being entered into by and between parties hereto.

The aforesaid Developer have agreed to construct at their own cost a multi - storied residential building complex on the said premises of the owner (hereinafter referred to as the BUILDING) and shall give **45%** (Forty five percent) of total built up area of the building and the parking space with undivided proportionate share in the land to the land owner and shall get the remaining **55%** (fifty five)%of the total built up area and parking space of the share of the developer with undivided proportionate share in land and shall sell , lease , mortgage or shall alienate his share to the prospective buyers who may from an association of buyers or a new cooperative housing society or join as an existing co-operative society for the purpose of buying and owing flats in the said building whichever is found most suitable by the developer.

MANAGING DIRECTOR
Panchwati Colonuser & Constructions Pvt. Ltd
22.03.2013.

It is hereby agreed that the decision with regard to allotment of 45% of the total built up area as the share of the owner will be made after the finalization of plans by the Nagar Parishad , Muzaffarpur / Competent Authority. However the allocation to the owner's area will be made on all floors and in all directions or subject to mutual understanding. Immediately after the execution of this Development Agreement the developer shall proceed expeditiously with preparation of the plans and drawings for the said building in consultation with the owner. The Owner and developer shall have no objection in signing any necessary paper / papers required for obtaining approval of the Nagar Parishad , Muzaffarpur / Competent Authority. However, all fees, costs, charges and expenses relating to such approvals/ sanction shall be borne by the Developer.

It is further agreed that there may be minor alterations or revision of the aforesaid plans within the parameters of the Nagar Parishad Muzaffarpur/ Competent Authority, Building Rules and Regulations which may become necessary shall not require any further approval of the owner and the Developer alone shall be entitled to make such alterations / revisions which would be binding on the owner However, it should be informed about such changes at the earliest.

The owner will after the execution of this agreement allow every facility to the developer, their staff, Engineers, Architects, workers etc. to enter upon the said lands to enable the developer to carry on the various development works as stipulated in this agreement.

The Owner agree to sell, convey, transfer and/or assign, to the Developer and/or its nominees including a Co-operative Housing Society, Association of persons, Firm Body Corporate etc. free from attachments, charges and encumbrances 55% of undivided share in the said land for a total consideration and on the terms and conditions mentioned hereinafter.

As consideration for 55% of the undivided share in the said land to be conveyed / transferred by the land owner to the Developer or it's nominee/s, in terms of clause 6 above, the developer agrees to deliver and give possession to the Owner 45% of the total built up area in the shape of flats and reserved car parking space in the said building to be constructed over the land by the Developer ,hereinafter

MANAGING DIRECTOR
Panchwati Colonizer & Constructions Pvt. Ltd.

referred to as the OWNER'S AREA , which will be decided after sanction of Building Plan. This is by way of final settlement and owner's will be not demand any further sum of premium or any interest except his 45% share in any dealing regarding developer's area.

It is hereby agreed that delivery of possession of 45% of the total built up area in finished condition and parking space shall deemed always adequate consideration of the total land area aforesaid conveyed to the owner by the developer. The owner , therefore , will have no right , title or interest over the remaining 55% of the undivided total land conveyed as aforesaid to the developer except their proportionate share of the 45% undivided total land. The balance of the total built up area of the said building (after excluding the said owner's area stipulated in clause - 7 above) shall exclusively belong to the developer and shall hereinafter be called DEVELOPER'S AREA to which it alone shall be entitled having constructed the same at it's own cost and expenses.

The Owner and his heirs / successors and / or nominees shall solely and exclusively be entitled to the Land Owner's Area and he will have fully entitled to transfer, convey, grant, otherwise alienate his interest, in any manner as deemed fit by him to any person or persons, Association of Persons, Firm Body Corporate, Co-operative Societies, Government agencies etc., on such terms and conditions as may be decided by the Owners individually or collectively.

The Developer and or it's nominee (s) shall solely and exclusively be entitled to the Developer's Area, and they shall have absolute right, title and interest over the Developer's Area and they shall be fully entitled to transfer, convey, grant, otherwise alienate to any person or persons, Association of Persons, Firm , Body , corporate , Co-operative Societies, Government agencies etc. on such terms and conditions as may be decided by the Developer or it's nominee individually or collectively.

The Developer agrees to construct and give possession of the Owner's Area to the Owner within a period of 3 years (Three years) from the date of sanction of Building Plan by the Nagar Parishad Muzaffarpur, or by any Competent Authority with a further grace period of six months. The aforesaid time may be extended subject to force major and such happenings as are beyond the control of the developer

MANAGING DIRECTOR,
Panchwati Colonizer & Constructions Pvt. Ltd.

including fire, tempest, accident, strike, lock out exceptionally inclement whether and any other act of God.

This agreement shall not even be deemed to constitute a Partnership of any sort between the parties hereto.

The Land Owner hereby from the date of this agreement grants, Exclusive license to the Developer to enter upon the said land , more fully described in schedule written hereunder , and to take up and proceed with the Development, planning, and construction of the said building in terms of this Agreement. This license grants to the Developer by the Owners shall be a license as Contemplated in section 60 (b) of the Indian Easement Act, 1882.

The Owner hereby undertakes not to sell, dispose off, alienate, charge, encumber, lease or otherwise transfer the said land or any part thereof during the currency of this Agreement.

The Developer shall be entitled to develop the said land by Constructing thereon building/s consisting of Flat / Parking Spaces in accordance with the building plans approved and sanctioned by Nagar Parishad Muzaffarpur / Competent Authority as stated herein above.

The developer shall be entitled to enter into agreement for sale or otherwise allot flats, parking spaces and other tenements comprised in the Developer's area in the said building, which comprises of the total built up area of developer.

Simiarly the owner will be fully entitled to enter into agreements for sale or otherwise allot flats, parking spaces and other tenements comprised in the owner's area in said building, which comprises of the total built up area of owner.

The owner and the developer hereby agrees that , in case , in future at any time due to relaxation in the Building Bye Laws if it is possible to construct any extra built up area beyond the area mentioned in sanctioned plan , the same shall be distributed between the owners and developer in the proportion of their respective shares mentioned hereinabove.

The Owner will deliver to the Developer and/or its duly authorized Advocate , certified copies / photocopies of all original title deeds, documents and papers relating to the said property for complete examination of the Owner's title thereto and the Owner agrees to give co-operation with the Developer in such examination of owner's title and to answer and/or comply with all reasonable requisition that may be the Developer and/or its Advocate in this regard to establish a marketable title to the said land.

In case there by any defect in the title of the owner or there be any liability or any encumbrances, then in such event, the developer shall be entitled to have such defect cured and. Or liability cleared for and behalf of the owner and at the owner cost and expense.

The developer shall be entitled to retain only photo copies, certified copies of the original document pertaining to the said property including title deeds etc. However, the original documents will be produced by the owner for inspection when and where at owner cost and expense.

In any event the owner without prejudice to the foregoing declarations agrees and undertakes to remove all the obstacles and clear all outstanding, doubts, or defects, relating to the title of the property save as hereinabove provided at his own cost so as to ultimately vest the said land in the Developers or it's nominees free from all encumbrances and defects.

All outgoing including municipal tax and other charges in respect of the said land shall be borne and paid by the owner till the date of handing over the vacant possession of the said land and thereafter the same shall be borne and paid by the Developer till the delivery of possession of the owner's area to the Owner.

After delivery of possession of the owner's area to the owner free from all encumbrances all outgoing in respect of the said land and the said building thereon shall be borne and paid by the owner and the Developer and / or their nominees proportionately in the proportion of their respective shares in the total built up area (the word proportionately with all its cognate variations ,whenever used in these presents shall mean the proportion in which the parties hereto and/or their

MANAGING DIRECTOR,
Panchvati Colonizer & Constructions Pvt. Ltd.

22.03.2013

nominees acquiring portions of the building are entitled to the covered areas in the building).

The developer shall form as it deems best a Co-operative Housing Society / Association of persons / Body Corporate, of all the persons owning tenements, in the said building. The owner and, his nominees shall become members of such an organization formed by the Developer and owner, his nominees, respective agents, licenses, tenants, etc. shall be bound to abide by the rule and regulations as be framed by such organization from time to time and they shall be bound to contribute towards the cost of Formation of such organization as well as to pay the regular maintenance charges as be fixed for the maintenance and management of the entire building complex.

The nominees of the Developer shall own and hold portions of the building comprised in the Developer's Area according to the standard Agreement finalised by the Developer. The owner and his nominees shall be bound to hold and own portions of the owner's Area in the said building on the same terms and conditions as be contained in the aforesaid standard Agreement and to execute similar agreements.

The common areas shall jointly be owned by all the owners of all the portions of the said building with equal entitlements to use all common areas and facilities intended for utilization by the occupants of the said building on the same terms and conditions applicable to all for such utilization. No owner of any part of the said building will have any exclusive rights, title and interest over the common areas and common facilities except the right of common use.

The owner agrees that if any levy is imposed by the Nagar Parishad Muzaffarpur/ Competent Authority or any other public body or bodies or the Govt. for the development / betterment of the area in which the said property is located or any other levy becomes applicable on the said land or the Building thereon, then the same shall be paid by the owner and the Developer jointly in the same proportion as their respective shares of built up area in the said building.

MANAGING DIRECTOR

It is agreed that in all transfers / conveyance of land and / or built up area, the purchaser(s) / Transferee(s) shall bear the cost of stamp Duty, Court fees and other Registration charges.

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 to the dispute or provisions of the Indian Arbitration Conciliation Act 1996 and as amended from time to time or by the appropriate Court of Law.

SCHEDULE OF LAND

All that piece and parcel of land measuring about 03 Katha 03 Kanma (Three Katha three kanma) 12.03 Dismil situated at Ward No.-47, Mauza: Kanhaulu Bishundutt, PS: Mithanpura, in the town of Muzaffarpur, District: Muzaffarpur, bearing , Khata No. 718 , Survey Plot No. 2392,2393,2394 (Part) , Revenue Thana No. 411 , within the limits of Nagar Parishad, Marked as **Commercial main road** Muzaffarpur and within the Jurisdiction of Sub Registrar Muzaffarpur and the same is bounded and dimensioned as follows:

BOUNDARIES

North	-	Govt. Road
South	-	Shivesh Pathak & others
East	-	Chatthu lal Nathani
West	-	Harishekhar Pathak & others

The total valuation of the property is **Rs.60,25000/-** only.

ANNEXURE – I

COMMON AMENITIES

(PART - I)

(a) SEWERAGE

Suitable arrangements for rain and water (waste) disposal shall be provided as per the design of the consultants. Soil water disposal shall be through common septic tank/sewers as per

MANAGING DIRECTOR,
Panchvati Colonisers Constructions Pvt. Ltd.
22.03.2012

			the site condition and the design of the consultant.
(b)	T.V.	:-	One T.V. Point shall be provided in each flat (Not T.V.)
(c)	TELEPHONE	:-	One Telephone (not telephone connection) point will be provided in each flat
(d)	WATER SUPPLY	:-	Twenty Four hours water supply from
(e)	ELECTRICITY	:-	Electric supply for the building shall be taken from Bihar Electricity Board and all flats will have separate individual connection with meter as per rule.
(f)	GENERATOR	:-	A Stand by generator of suitable capacity shall be provided to run the water supply pump , lightening of common area , lift and Emergency power supply to individual flats
(g)	LIFT		If required, a Centrally located lift of Suitable capacity will be provided.
(h)	PARKING	:-	Reserved parking area for cars.
(i)	BOUNDARY WALLS	:-	A Boundary wall shall be constructed for safety purpose.

22.03.2013

PART - II

(THE BROAD SPECIFICATION)

1 FOUNDATION

1.1 Under reamed piles foundation at designated depth with pile Caps or isolated foundations as per design of structural consultants. First class brick work in cement mortar 1:6 in foundation and Plinth whenever required. 40 mm thick P.C.C. with D.P.C. at plinth whenever required.

2 SUPER STRUCTURE

2.1 First Class brick / cement made brick 5" thick external and internal brick work in cement mortar 1:5 in super structure.

2.2 R.C.C. lintel, bands, roof beam and roof slabs as per structure design.

3 FLOORING AND SKIRTING

3.1 In Car Parking area at G.F. grey flooring over thick P.C.C 1:3:6 over flat brick soling over sand filling.

3.2 Guard room - grey flooring.

3.3 Stair case in situ with KOTA stone in raiser, treads and landing with steel railings.

3.4 All rooms flooring of cut size marble / vectified tiles.

3.5 Kitchen cooking to KOTA stone / marble and 520 mm high glazed tiles dado over cooking top. Cast in situ mosaic flooring / mosaic tiles in kitchen, toilet and glazed tile upto 1500 mm high dado in toilets.

4 WOOD WORKS

4.1 Wooden door frames of good quality of local hard wood.

4.2 30 mm thick solid core flush door shutters painted with synthetic enamel paint to all rooms.

5 STEEL WORK AND HADWARES

5.1 Fully glazed M.S. Steel windows as per standard norms.

5.2 M.S. Grills to windows and railing to stair passage and balcony.

6 PLASTER AND FINISHING

12 mm thick cement plaster 1:6 to all internal plain surface of wall.

19 mm thick waterproof cement plaster (1:6) to all external surface of wall.

10 mm thick cement plaster 1:4 in ceiling, chajja, loft etc.

All internal surfaces painted with POP with a single coat of white cement.

All external surfaces painted with waterproof cement paint.

All wood and steel works painted with 1st quality synthetic enamel paint.

MANAGING DIRECTOR
Panchwati Colonizer & Constructions Pvt. Ltd

22.03.2013.

2/3/2013

7 **SUNKEN / DOWN SLABS**

All sunken slabs will be fitted with cinder after plastering the surface with 12 mm thick cement plaster and with a floating of neat cement finish after water proofing of sunken slabs.

8 **P.H.E. WORKS**

All fittings shall be of approved make

All internal sanitary sand water supply pipes shall be concealed.

All internal water supply fixtures shall be CP Brass of approved makes.

All W.C. will be provided with one E.W.C. / I.W.C. and one water tap

All rain water and external pipe will not concealed.

9 **ELECTRICITY**

All electricity wiring will be concealed type

All fitting shall be of standard make

In witnesses whereof the aforesaid parties executed this development agreement at Patna on the day , month and year as written above.

22.03.2013

WITNESSES

1. Anil Kumar Pandey
22/3/2013
S/o Late Shiv Nr. Pandey
Rd No-2, East Patel Nagar
PS & PO- Shastri Nagar
Patna - 23

SIGNATURE OF OWNER

MANAGING DIRECTOR

2. Ganesh Jha
S/o Lt. Ramnandan Jha
Vill- Mawal
Via- T.C.A. Dhole
Dist- Muzaffarpur
Date- 22/03/2013

SIGNATURE OF DEVELOPER

DRAFTED BY ME:

Dated. 22.03.2013.

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. 121500/-	Amt.Paid By N.J Stamp Paper	Rs. 0/-
Addl Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 122161/-

Registration Fee

FEE PAID												
	A1	0	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	250	J1	0	K2	0	Na	36		
	B	0	H1a	0	J2	0	Li	0				
									TOTAL-	286		

LLR + Proc Fee		Service Charge
LLR	0	375
Proc.Fee	0	
Total	0	

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 661

Date: 26/03/2013

Registering Officer
Muzaffarpur

Endorsement under section 52

Presented for registration at Registration Office, Muzaffarpur Sadar on Friday, 22nd March 2013 by Vandana Sharma , Ratnesh Kumar Sharma by profession Business Status - Claimant

26.3.13

Signature/L.T.I. of Presentant **Date:26/03/2013**

Registering Officer
Muzaffarpur Sadar

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Anil Kumar Pandey' age 50 Sex M , Shiv Narayan Pandey , resident of Ganesh Apartment Road,patel Nagar , Sri shiv Nagar patna , whose Names, Photographs, fingerprints and Signatures are affixed as such on back page / pages of the document.

Date : 26/03/2013

Registering Officer
Muzaffarpur

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Muzaffarpur Sadar in Book 1 Volume No. 136 on pages on 515 - 529 , for the year 2013 and stored in CD volume No CD-21 year 2013 .The document no. is printed on the Front Page of the document.

Date : 26/03/2013

Registering Officer
Muzaffarpur

Token No. : 9503 Year : 2013 S.No. : 9856 SCORE Ver.3.0 Deed No. : 9607