Serial No. 13756 East | Circle:-:Purnea | Book No. :- 1 | Deed No. 13460



भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000

सत्यमेव जयते

INDIA

M.R.S Developers for Agreement.

AD 005605

बिहार BIHAR

Deed No. 13460

Md. Khurshid Alam
Stamp Vender
Civil Court, Purnea
L.N.-165/78

Ser No. 13756

30 JUL 2019

प्राधिकृत पदाधिकारी

बिहार सरकार
जिला निबंधन कार्यालय, पूर्णियाँ सदर

पृष्ठांकन का सारांश

दिनांक **09/08/2019** को **Sagar Bhattacharya(For Nrs Developers)** द्वारा यह दस्तावेज निबंधन हेतु उपस्थापित किया गया । इसमे रू0 **213520** मुद्रांक शुल्क एव रू0 **21000** निबंधन तथा अन्य शुल्क का भुगतान किया गया । दस्तावेज ग्राह्य पाया गया । जिन लेख्यकारियों ने मेरे समक्ष इसका निष्पादन स्वीकार किया उनके तथा उनके पहचानकर्ता के नाम, फोटो, अगुलियों के निशान एवं हस्ताक्षर पीछे अंकित हैं। इसे दस्तावेज सं0 **13460** के रूप में पुस्तक सं0 **1** की जिल्द सं0 **215** के पृष्ठ स0 **466** से **496** तक **CD 34** में आज निबंधित एवं कुल **31** पृष्ठों में संधारित किया गया ।

जय कुमार
निबंधन पदाधिकारी

दिनांक–**09/08/2019**

टोकन नं॰ **14252 / 2019**

"दस्तावेज में वर्णित भू–सम्पति का बाजार मूल्य वर्तमान में प्रभावी MVR के अनुरूप है तथा इस पर प्रभार्य मुद्रांक, निबंधन एवं अन्य शुल्क सही–सही चुकाया गया है"

09-8-19

प्रधान लिपिक

लेखकारी का नाम एवं फोटो व्योम, पूर्णियाँ उपलब्ध निबंधन बिहार सरकार, खाता संख्या तक सूची में नहीं है।

# DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made at Purnea on this

9th Day of August 2019.





Read and found Correct.

# District Registry Office, Purnea Sadar

Token Number 14252 Reg. Year 2019 Serial Number 13756 Deed Number 13460

| PresType | Name | Photo | Thumb | Index | Middle | Ring | Little |
|---|---|---|---|---|---|---|---|
| Claimant | Naween Kumar (For Nrs Developers) |  |  |  |  |  |  |
| Sig. | Naween Kumar 09/08/19 | | | | | | |
| Claimant | Rajeev Kumar(For Nrs Developers) |  |  |  |  |  |  |
| Sig. | Rajeev Kumar 09/08/19 | | | | | | |
| Presented By | Sagar Bhattacharya(For Nrs Developers) |  |  |  |  |  |  |
| Sig. | Sagar Bhattacharya 09/08/19 | | | | | | |
| Claimant | Sagar Bhattacharya(For Nrs Developers) |  |  |  |  |  |  |
| Sig. | Sagar Bhattacharya 09/08/19 | | | | | | |
| Executant | Arjya Kumar Mondal |  |  |  |  |  |  |
| Sig. | Arjya Kumar Mondal 09/08/19 | | | | | | |
| Identified By | Labony Mondal |  |  | | | | |
| Sig. | Labony Mondal 09/08/19 | | | | | | |

Sagar Bhattacharya
09/08/19

**BETWEEN**

(**Mr.Arjya Kumar Mondal , S/O Late Shailendra Kumar Mondal, R/O Kalpana Store, Bhatta Bazar, Purnea 854301**) **Aadhar no 8801 0896 5497** hereinafter called and / or referred to as **"OWNER "** (Which expression shall unless repugnant to the context or meaning thereto, mean and include their heirs, administrators, executors, assigns, legal representatives and / or successors-in-interest ) of **THE FIRST PARTY.**

**AND**

**M/S N.R.S Developers , a Partnership Firm** incorporated under the Partnership Act 1932 having its registered office at **"GROUND FLOOR LAVANYA TOWER, OPP. RAMKRISHNA MISSION , BHATTA KALIBARI ROAD, PURNEA, BIHAR 854301. PAN No AAPFN2472E through its partners** hereinafter referred to as the **" DEVELOPER "** through its Partners **1. Mr. Sagar Bhattacharya** S/O Dr. Amit Kumar Bhattacharjee Residing At- Muktakeshi Bhawan, Bhatta Bazar, Purnea P.S K.HAT, District- Purnea. Aadhar no **(M)+91 9905946693 2. Mr Naween Kumar** S/o Rambilash Yadav at Anand Nagar, Naya Tola, Purnea, P.S- K.HAT, District- Purnea. 3. **Mr. Rajeev Kumar** S/o Late Akhilesh Prasad Mandal at Shastrinagar Near Shiv Mandir, Ward no. 15, P.S-K.HAT,Dist- Purnea( which expression shall unless repugnant to the context or meaning thereto mean and include its administrative, executors, assigns, legal representative, and / or successors-in-interest) of the **SECOND PARTY.**

Arjya Kumar Mondal
9/10/2013

WHEREAS

(A) Mr. Arjya Kumar Mondal is the owner of land situated in Mauja – **Madhubani** Mohalla- **Kali Bari Road, Bhatta Bazar**, District **Purnea** and his name stands recorded in the recent municipal survey records of right, the khatian of which was finally published on ..... municipal survey ward number new ...**22**...municipal ward no old **5** bearing khata number ...**445**..... and ..... Khesra number ...**696 K, KH, G, GH**..., **Thana no 123/1** of Purnea Municipality. His name stands mutated in the records of Anchal ...**Purnea**..... and also of Purnea Municipal Corporation.

Location of the Plot - Taxi Stand Road, Bhatta Bazar, Near Chitrawani Road.

Land Type – Commercial Main Road.

The Owner herein has decided to get developed and construct a multi storied Building comprising of both (Commercial and Residential) on a part of their land bearing khesra number ...**696 K, KH, G, GH**...by a competent developer at his cost on the terms and conditions as agreed between them by joining and merging the aforementioned land covered in one big block more detailed and described in Schedule A below.

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09/08/19

(B) It is represented and declared by the OWNER:-

( i ) That the said PROPERTY is under their exclusive possession with absolute right, title and interest, free from all encumbrances, to transfer and convey the said PROPERTY, having a full marketable title therein.

( ii ) That the OWNER has not created any encumbrances on the said property or any part thereof by way of sale, mortgage, exchange, lease, trust, easement, rights, gifts, liens, leave and licence permission, rent, possession, charges, inheritance or any other encumbrances whatsoever.

(iii) That no notice or notification for acquisition / requisition under any status of the past or presently in force, has been received, served or passed by the Purnea Regional Development Authority, the Purnea Municipal Corporation, Income Tax Department or any other Government Authorities for acquisition or requisition of the said PROPERTY or any part thereof.

(iv) That there are no attachments, either before or after judgment and there are no claims, demands, injunctions, orders, lispendens, notices, petitions or adjudication order affecting the said PROPERTY or any part thereof.

(v) That apart from the OWNER none else is entitled to or has any share, right, title, interest over and in respect of the said PROPERTY or any part thereof as a partner or partnership or co-partner in any joint family or in any other manner howsoever.

Ajay Kumar Mondal
09/08/15

(vi) That the OWNER is neither a Benamidar nor a Trustee for anyone in respect of the said property or any part thereof.

(vii) That the OWNER have not entered in the past in any agreement for sale or development of the said PROPERTY or any part thereof nor have made any arrangement with any one whatsoever regarding the said PROPERTY or any part thereof except the Developer mentioned herein before..

**AND WHEREAS**

(A) The OWNER has expressed a desire to get a multi-storied Complex developed and constructed on the said amalgamated PROPERTY, as permissible, by a Developer and built-up area therein in the share of Shops ,residential flats, & parking spaces etc. as built, as consideration for the value of land of the said PROPERTY when conveyed by OWNER to the DEVELOPER.

(B) The Developer has approached the Land OWNER and offered to develop and construct at its own cost, a permissible multi-storied building on the said PROPERTY of the OWNER (hereinafter referred to as the said COMPLEX). The OWNER are not to bear any cost and any risk at any stage of the construction and completion of the building. But if needed the builder can induct any other partner and the share of inducted partner shall be decided by the developer from his own ( Developer ) share for which the land OWNER will have no objection.

(C) The OWNER being desirous of, wanted and agreed to acquire a part of the built-up area of the said COMPLEX in the form of Shops and Flats as built, as consideration for the said land to be conveyed by the OWNER to the DEVELOPER OR ITS NOMINEE(S) 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 and on the representations and declarations made by them as herein recorded, an agreement for development of the said property by the DEVELOPER has been arrived at between the parties upon terms and conditions hereinafter appearing.

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

(1) The OWNER hereby appoints the DEVELOPER as the developer of the said PROPERTY and irrevocably grants to the said DEVELOPER who hereby accepts from the OWNER exclusive right and licence to develop the PROPERTY in the Schedule hereunder written in the manner and on the terms, conditions and stipulations hereinafter mentioned.

(2) It is made expressly clear that the DEVELOPER shall construct a multi-storied complex, comprising of Both commercial and Residential on the said PROPERTY of the OWNERS only on the basis of plan as sanctioned by the P.M.C. and / or any other Authority in

terms of the prevailing Bihar Municipal Act,2007 or any other law prevailing at the relevant time.

(2.1) The above built-up area does not include Salable parking spaces, whether open or covered, which will be shared by the OWNER and the DEVELOPER in the same proportion as that of built-up area.

(2.2) All charges/deposits required to be paid by the buyers of DEVELOPER'S AREA i.e. charges for electricity connection, generator connection, maintenance deposit and / or any other charges/deposits shall be borne by the Developer. Similarly the above all charges shall also be borne and paid by the OWNER for OWNER'S AREA.

(3) Immediately after the execution of this Development Agreement the Developer shall proceed expeditiously with preparation of the plans and drawings for the said complex preferably within a period of one month hereof.

(3.1) The Developer agrees for the submission of the building plans of the COMPLEX to the Sanctioning Authorities in the name of the OWNER and also agrees for obtaining any other permissions, approval in the name of the OWNER and agrees to sign all such papers that may be deemed necessary by the DEVELOPER for such purposes.

(3.2) All approvals, permissions and sanctions for the construction of the COMPLEX shall be obtained by the Developer. The cost, charges

Ajay Kumar Mandal 09/08/15

and expenses relating to such approvals / permissions / sanctions shall be borne by the DEVELOPER only.

( 3.3) It is further agreed that any alterations / or revisions of the aforesaid plans within the parameters of the Authority Building Rules and Regulations which may become desirable, shall require further approval of the OWNER and the Developer alone shall not be entitled to make such alterations / revisions.

(4) That undivided right, title, interest and share of the OWNER and the DEVELOPER in the PROPERTY and the COMPLEX thereon, after completion of construction shall be as follows :-

OWNER'S AREA - **49 % (Forty Nine ) of total built up area**
DEVELOPER'S AREA - **51% (Fifty one ) of total built up area**

(5) The DEVELOPER agrees to deliver and give possession to the OWNER'S **49 % (Forty Nine) of total built up area** of the total Built- up area including parking space of the said COMPLEX to be constructed by the DEVELOPER at its own cost on the said PROPERTY, hereinafter called the OWNERS'S AREA as consideration for **51% (Fifty One) of total built up area** of the undivided right, title interest and share in the said PROPERTY to be conveyed / transferred by the OWNER to the DEVELOPER or its Nominee(s), hereinafter called the DEVELOPER'S AREA and this should be done immediately after completion of construction of the building.

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(5.1) However, due to the different size of shops, office spaces, flats if the built-up area exceeds **49 % (Forty Nine) of total built up area** of the LANDOWNER's share, then the LANDOWNERS will pay to the Developer the market sale price to the Developer if they want to keep the said built-up areas to themself for the excess area. Likewise, if the Developer's share has more than **51% (Fifty one) of total built up area,** then, the Developer will pay the market sale price of excess area to the OWNER.

(6) After sanction of plans of the COMPLEX by the P. R. D. A. or P. M. C. but before commencement of construction of the said COMPLEX, the OWNER'S area and the Developer's area shall be clearly demarcated. Such demarcation shall be mentioned separately.

(6.1) The OWNER and / or their nominee (s) shall solely and exclusively be entitled to and shall have absolute right, title and interest over the OWNER'S AREA. They shall be fully entitled to use and enjoy the same either themself, individually or collectively or shall be fully entitled to transfer, Sell convey, grant, otherwise alienate their interest, in any manner as deemed fit by them to any Person, Association of Persons, Firm, Body Corporate, Co-operative Societies, Government Agencies etc. on such terms and conditions as may be decided by the OWNER individually or collectively and the Developer shall have no say or objection in the same.

(6.2) The DEVELOPER and / or its nominee (s) shall exclusively be entitled to the DEVELOPER'S AREA. They shall be fully entitled to transfer,sell,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 nominee(s) individually or collectively.

(7) It shall take about 2 years from the date of handing over of vacant possession of the said vacant land or sanction of Building plan by the P.R.D.A. or P.M.C. whichever is later to complete the construction of both OWNER'S as well as Developer's share of built-up area provided that if any time is lost to the developer by such happenings as is beyond the control of the Developer including force majeure, fire, tempest or other inevitable cause of accident or from any strike or lockout affecting work or by reasons of civil commotion or disturbances or by reasons of any exceptionally inclement weather and any other act of God then so much of the time as is so lost one year will be further added to the above mentioned period.

And also if the construction not completed within 2 years a pennal interest @50,000/- Per month will be paid by the developer to the owner on every month.(* **Only if the builder neglects or delays the project, external factors are not to be considered in this time frame**)

(8) It is hereby expressly irrevocably and irretrievably agreed and declared by the OWNER that:

(8.1 ) Delivery of possession of 49% (Forty Nine) of the total built up area of the said COMPLEX in the manner provided herein shall form and always be deemed to form fair, reasonable and adequate consideration for the 51% (Fifty One) of the undivided right, title,

interest and share in the aforesaid agreed to be conveyed as herein above by the OWNER to the DEVELOPER and / or its nominees.

(8.2) The OWNERS shall at no time demand any sum of premium in any form or any interest in any dealing regarding sale of DEVELOPER'S AREA and the OWNER shall execute all such deeds and documents as may be required by the DEVELOPER in this regard.

(9 ) This Agreement shall not ever be deemed to constitute a partnership of any sort between the parties hereto.

(9.1) The OWNER and their nominee(s) and the DEVELOPER and its nominee(s) shall jointly have undivided right, title interest and share in the total land of the said PROPERTY in their respective shares of 49% (Forty Nine) of the OWNER'S and 51% (Fifty one) of the DEVELOPER after delivery of OWNER'S AREA to the OWNER.

(10.) The OWNER hereby grant exclusive right and license to the DEVELOPER to take up and proceed with the development planning and construction of the said COMPLEX in terms of this Development Agreement and hand over vacant physical possession of the said property as said and agreed hereinabove, more fully described in Schedule hereunder written. This right and license granted to the DEVELOPER by the OWNER shall be license as contemplated in Section 60-B of the Indian Easement Act. 1982 subject to the terms and conditions.

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(10.1) It is agreed that any agreement or arrangement made or entered into at any time during the subsistence of this agreement by the OWNER in breach of or in violence of terms and conditions of this Development Agreement shall be null and void.

(10.2) The OWNER hereby irrevocably undertake not to sell, dispose off, alienate, charge, encumber, lease or otherwise transfer the said PROPERTY or any part thereof during the tenure of this Agreement and undertake not to do any act, deed, matter or things as shall be in breach of the terms of this Agreement. The OWNER shall at no point of time during the tenure of this Agreement try to dispossess the Developer from the said property except in accordance with this Development Agreement.

(10.3) The Developer shall develop the said property at its own cost and shall alone be responsible for the development of the said property in accordance with the terms of this Development Agreement. The Developer shall be at liberty to include any other person as a partner during the development of the said property and that partnership shall be limited to the extent of the Developer's share only.

(10.4) 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 required for development and construction of the said COMPLEX at the DEVELOPER'S own cost and expense.

(10.5) The DEVELOPER shall be entitled to develop the said property by constructing thereon dwelling units, tenements, & parking spaces and other structures, in terms of the approved building plans and sanctioned by P. M. C. and / or any other Authority as stated herein above.

(10.6) Both OWNER and the Developer shall be entitled to enter into agreement for sale or otherwise allot tenements as comprised in the OWNER'S AREA & DEVELOPER'S AREA respectively in the said Complex which is 49% (Forty Nine) and 51% (Fifty One) respectively of the total built-up area. The OWNER, if needed by the Developer, will join as confirming party in all such agreements, sale deeds, deed of allotment etc. which the DEVELOPER may enter into. The Developer shall exclusively be entitled to realise all amounts receivable under such agreements, sale deeds, deeds of allotment etc. for development and construction of the said COMPLEX and for its own use.

(10.7) After delivery of possession of the OWNER'S AREA to the OWNER by the DEVELOPER in terms of this Development Agreement, the OWNER shall be fully entitled to enter into OWNER'S Area in the said Complex which is 49% (Forty Nine) of the total built-up AREA, The Developer if needed by the OWNERS will join as confirming party in all such agreements, sale deed of allotment etc. that the OWNER may enter into and the OWNER shall exclusively be entitled to realise all amounts receivable under such agreement, sale deeds, deeds of allotment etc. for their own use.

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(10.8) The DEVELOPER shall be entitled to retain all necessary documents including original documents of OWNER'S title to the said property till completion and handing over of the projects. In such an event the DEVELOPER undertakes to keep the said title deeds safe, protected and harmless and to have the same produced for inspection for and take extracts therefrom whenever required

(11) The LANDOWNER do hereby nominate, constitute and appoint **M/S N.R.S DEVELOPERS** as their true lawful attorney to do jointly or severally do, execute and perform in their names and on their behalf any of the following acts, matters, deeds or things as may be required in terms and conditions of this Development Agreement in respect of the complex to be constructed thereon ;

( i ) That after completion of the construction of the building Project the respective sharers i.e. developer / promoter and land OWNER shall be absolute OWNER of their respective shares and they will be entitled to sell / transfer their shares respectively as per provisions of Bihar Apartment Ownership Act, 2006 U/S 5 (1) & 5 ( 2) and complete the transaction.

( ii ) To appear before any Registrar or Sub-Registrar or Assurance and/or any other Officer(s) or any registration and / or admit execution of and on our behalf of any documents, deeds, instruments, writing or other assurances executed by him ( Attorney ) in respect of 51% share of built-up area of the Developer and to do all other acts, deeds, matters and things in relation thereto which may be

Kumar Mandal
09/08/15
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requisite, desirable or necessary in terms of this Development Agreement.

( iii ) To commence, prosecute, institute, defend, oppose and appear and represent us in all acts and legal proceedings and also to represent us in appeal and revision proceedings whether civil, criminal, original or appellate in all applications or petitions in any court of law as also in proceedings before Revenue Authorities and / or in proceedings before P.M.C., P.R.D.A., Police, Revenue, Stamp, Public works, Postal and /or Registration authorities and also before all Magistrate, Judicial and Revenue Officers or other Officers and to issue or accept service of writ, process or summons and do all acts and things as may be necessary to protect the interests of the Executant and the said Developer in accordance of this Development Agreement.

( iv ) To nominate, engage and authorize Solicitors, Advocates, Architects, Surveyors, Engineers, as may be necessary from time to time to revoke their appointments and pay their remunerations.

(12) The OWNER shall help and co-operate with the Developers during construction period of Complex and sale of the Developer Area.

(13) The DEVELOPER further undertakes :-

(13.1) That it will not do any act of commission or omission, expressly or impliedly, directly or indirectly by which the right, title

and interest of the OWNER over the said property and Complex may in any manner be adversely affected.

(13.2) To indemnify the OWNER and always keep them indemnified and harmless in respect of all claims, damages, liabilities, compensations or expenses payable on account of any harm, injury and / or accident sustained by any workmen, artisan during the course of and/or in construction of the Complex and or in the course of the examination of the title of the OWNER to the Property. The OWNER agree to co-operate with the DEVELOPER in such examination of the requisition that may be made by the Development and/or its representatives in this regard.

(13.3) However, if the Developer deviates from the sanctioned plan in any manner and on account of the aforesaid, any fine, penalty or any other sum is imposed by any of the Authorities for regularizing the same, the same shall be payable by the Developer.

(13.4) In case there be any defect in the title of the OWNER or there be any liability or any encumbrance on the PROPERTY, then in such event, the Developer shall be entitled to have such defects cured and / or liability cleared for and on behalf of the OWNER, at the cost and expenses of the OWNER.

(14) During the construction of the said Building, if the Developer faces difficulty in obtaining funds from the prospective buyers of the flats, due to non-booking of Flats, shops & office spaces of his share , the Developer may require to create equitable or any legal mortgage of the construction thereon for obtaining project loan from Banks / F

I's etc. or for the individual purchasers of Flats the Developer shall mortgage only his proportionate share in the built-up area. However, the Developer affirms and undertakes that all money obtained as loan by pledging, hypothecating or mortgaging the said property or creating charges on the said property( land and building under construction ) shall exclusively be invested for construction and development of the said building only and such moneys shall not be diverted in any other project work or any other purpose of the Developer. In case the loan obtained from any Financial Institution is not repaid by the Developer, the same will be realised from 51% (Fifty One ) share in built-up area of the Developer. The land OWNER'S area will remain free from encumbrance. For the purpose of creating the mortgage on the Builder's share in the project, the Builder acting through their authorised representatives are entitled to execute any mortgage deed etc. in favour of Bank / F. I's and get it registered before the Sub-Registrar Office.

(15) All taxes and other statutory charges in respect of the said property and / or the existing building thereon, till the date of this Agreement shall be borne and paid by the OWNER. From the date of the Agreement and till delivery of possession, all the taxes and other statutory levies viz., GST etc., shall be borne and paid by the Developer to the authority concerned.

(16) After delivery of the OWNER'S area of the complex all taxes in respect of the said property and the said Complex thereon shall be borne and paid by the OWNER and the Developer and/or

their respective nominee(s) in the proportion of their respective share in the total built-up area in the Complex.

(17) The word proportionately with all its cognates variations, whenever used in these presents shall mean the proportion in which the parties hereto and / or their nominee(s) acquiring portions of the complex are entitled to in the covered areas in the Complex.

(18) The Developer shall as it deems fit form a Co-operative Housing Society / Association of persons / Body Corporate of all the person(s) owning tenements, in the said Complex. The OWNER and their nominee(s) shall also become members of such an organisation formed by the DEVELOPER. The OWNER, his nominee(s), respective agent(s), servant(s), licensee(s), tenant(s) etc. shall be bound to abide by the rules and regulations as may be framed by such organisation from time to time and they shall be bound to contribute towards the cost of formation of such organisation as well as to pay the regular maintenance charges as be fixed for the maintenance and management of the entire Complex. The pecuniary liability created by the Co-operative Society shall be in proportions to the cost needed and made for the affecting facility to the marks and not more.

(19) The nominee(s) of the DEVELOPER shall own and hold portions of the COMPLEX comprised in the DEVELOPER'S AREA according to the standard Agreement finalised by the DEVELOPER. The OWNER and his nominee(s) shall also hold and own portions of the OWNER'S Area in the said Complex on the same

Kamal Mandal
01/08/19

terms and conditions as be contained in the aforesaid standard agreement and to execute similar agreements.

(20) No OWNER of any part of the said Complex will have any exclusive right, title and interest over the common areas and common facilities except the right of common use thereof.

(21) Both the OWNER and the Developer will jointly be entitled to all permissible future and /or horizontal development / exploitation of the said property and the said Complex thereon, in accordance with the Bye-laws, Rules & Regulations, as applicable. The constructions, sharing, owing and selling of all such additional built-up area will be done in the same proportions and on the same terms as contained in this Development Agreement.

(22) It is agreed that if any levy is imposed by the P. M. C. or any other Public Body or Bodies or the Government for the development / betterment of the area in which the said property is located and Complex is built or any other statutory levy becomes applicable on the said property or the Complex thereon, then the same shall be paid / received by both the OWNER and the Developer in the ratio of their respective share of built-up area in the said COMPLEX.

(23) It is agreed that in all transfer / conveyance of built-up area, the purchaser(s) / transferee(s) shall bear the cost of Stamp Duty, Court Fee and other Registration charges.

(24) The Name of the Multi-Storied Building Complex shall be **ADYAH ENCLAVE** .

(25) That in case of any dispute or difference between the parties arising out of relating to this Development Agreement, the same shall be settled by reference of the dispute or difference to the Arbitrator appointed by the parties to this Development Agreement if the parties so agree. Such Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time.

( 26 ) Only Courts of Purnea shall have the jurisdiction over all the matters of disputes.

## SCHEDULE OF PROPERTY/LAND

All that amalgamated Piece and Parcel of land measuring approximately …**5010**….. Square Feet, situated at …**Kali Bari Road, Bhatta Bazar**… in the District of PURNEA, bearing Khata No **445**, and Khesra No **696 K, KH ,G, GH** in Municipal Survey ward number **22** within the jurisdiction of Sub – Registrar and District Registrar of PURNEA. **Value of Land – 1,06,26000/- (One crore six lakh and twenty six thousand only )**and bounded as follows :-

NORTH : Survey Municipal Road
SOUTH : Khesra No 696 Part & 698 Part
EAST : Survey P.C.C Road
WEST : 4'0'' Feet Gali (Khesra no 695)

कार्यालय जिला निबंधक पूर्णिया

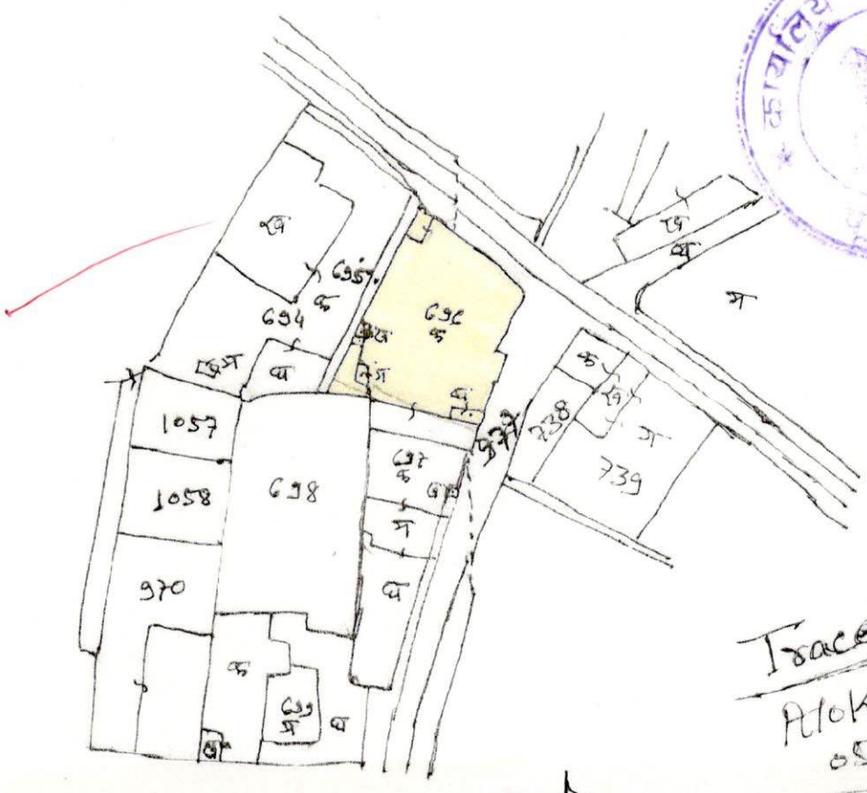
MOUZA:- Madhubani
THANA:- K. Hat
THANA No.:- 123/1
CHADAR No.:- 05
WARD No.:- 05
KHATA No.:- 445
KHESRA No.:- 696 Part
AREA:- 05 Katha 10 Dhur
LAGGI:- 04½ Hand.
SCALE:- 01 C.M = 10 Metre
TOUZI No.:- 8/5
PARGANA:- Haveli
MUNICIPALTY:- Purnea
DISTRICT:- Purnea.
SURVEY:- 1976-77.

MEASUREMENT :-
NORTH:- 64'0" feet.
SOUTH:- 73'6" feet.
EAST:- 57'0" feet.
WEST:- 101'6" feet.

BOUNDARY :-
NORTH:- Survey Pitching road.
SOUTH:- Khesra No.:- 696 Part & 698 Part.
EAST:- Survey P.C.C. road.
WEST:- 04'0" feet Gali (Khesra No.:- 695).

NOTE:-
(i) Khesra line shown in Black ink.:-
(ii) Position of land shown in Yellow colour:-

| KHATA NO. | KHESRA NO. | AREA K : DHUR | AREA A : Point |
|---|---|---|---|
| 445 | 696 क भाग :- | 05 : 04 | 04 : 40 |
| | ख :- | 00 : 01 | 00 : 05 |
| | ग :- | 00 : 01 | 00 : 05 |
| | घ :- | 00 : 04 | 00 : 20 |
| Total Area :- | | 05 : 10 | 04 : 70 |




कार्यालय जिला निबंधक पूर्णियाँ

Traced by
Alok Aryan (Aryan)
05/01/2019

Alok Kumar Aryan
05/01/19

## SCHEDULE OF SHOP AND FLAT OF OWNER'S AREA

Ground Floor- Shop No S1, S2, S7, S8, S11 and S12.

First Floor- Shop No S14 and Shop No S16

Second Floor- Flat no F2(2 BHK) and Flat no F3(2 BHK)

Third Floor- Flat no F1 (3BHK)

Fourth Floor- Flat no F3-(2 BHK)

## STANDARD SPECIFICATIONS

| | |
|---|---|
| Foundation | Isolated / Combined RCC Footing foundation with preventive measures of earth quake, Termite Proof, Damp Proof. |
| Structure | R.C.C. Frame structure as per designed by the Structural Consultant with Iron Bar, Cement, Black Stone Chips & No. 1 Bricks/ Fly Ash/ AAC Block. |
| Floor | All rooms, balconies, passages and bathrooms shall be furnished with vitrified / ceramic and anti skid tiles. |
| Kitchen | Marble working platform and ceramic / Glazed tiles in dado up to 2 feet height over the platform. Stainless Steel sinks with opening for exhaust |
| Bathrooms | All bathrooms shall be fitted with Wash Basin, Taps, Fittings, Indian or Western Pans of best brands. Wall of the bathrooms will furnished with ceramic tiles of best brand up to 07 feet dado and it will have concealed water pipes for hot & cold provisions. |
| Door | Flush Door with Sal/Sisham/Sakhua/Jamun wood frame. |

| | |
|---|---|
| Electric Fitting | Modular switches of best brands in all rooms, toilet and kitchens. |
| Electricity | Own transformer will be installed for the Apartment. Separate Meters will be obtained by the Flat Owners. |
| Exterior | Elevation as per designed with weather and heat proof acrylic paint. |



Roof Top- Heat Treatment



IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS DEVELOPMENT AGREEMENT AT PURNEA ON ____**9th**_____ Day **August** AND **YEAR 2019**.



Signed by the abovementioned
in the presence of the witness
named herein below :-

1. Labony Mondal
D/O Arjya kumar Mondal
C/o kalpana store,
Bhatta Bazar, Purnia
8100276989
09/08/19

Arjya Kumar Mondal
09/08/19
(OWNER)

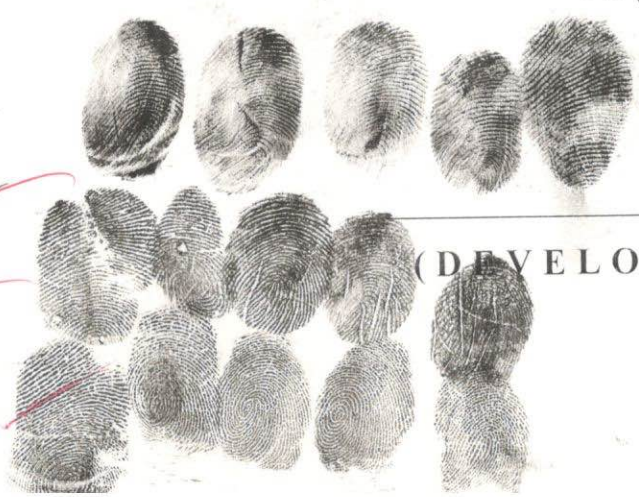
Sagar Bhattacharya
09/08/19

Nablu kum
09/08/19

2.

Rajeev Kymal
09/08/19

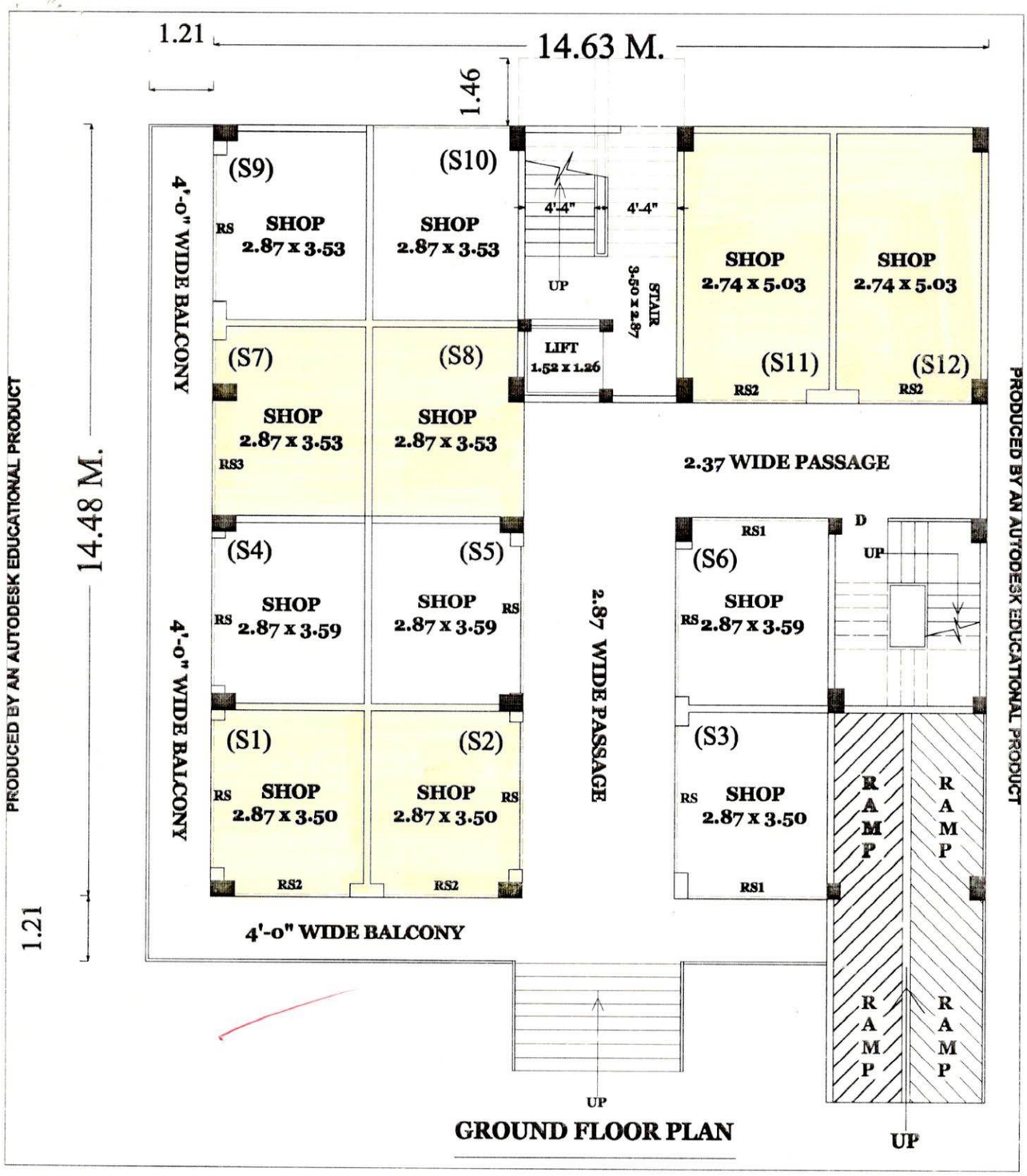
Mahilesh kumar
Ganesh Bishwas
Tora nager
Kanager
Purnea 09/08/19



(DEVELOPERS)



PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT



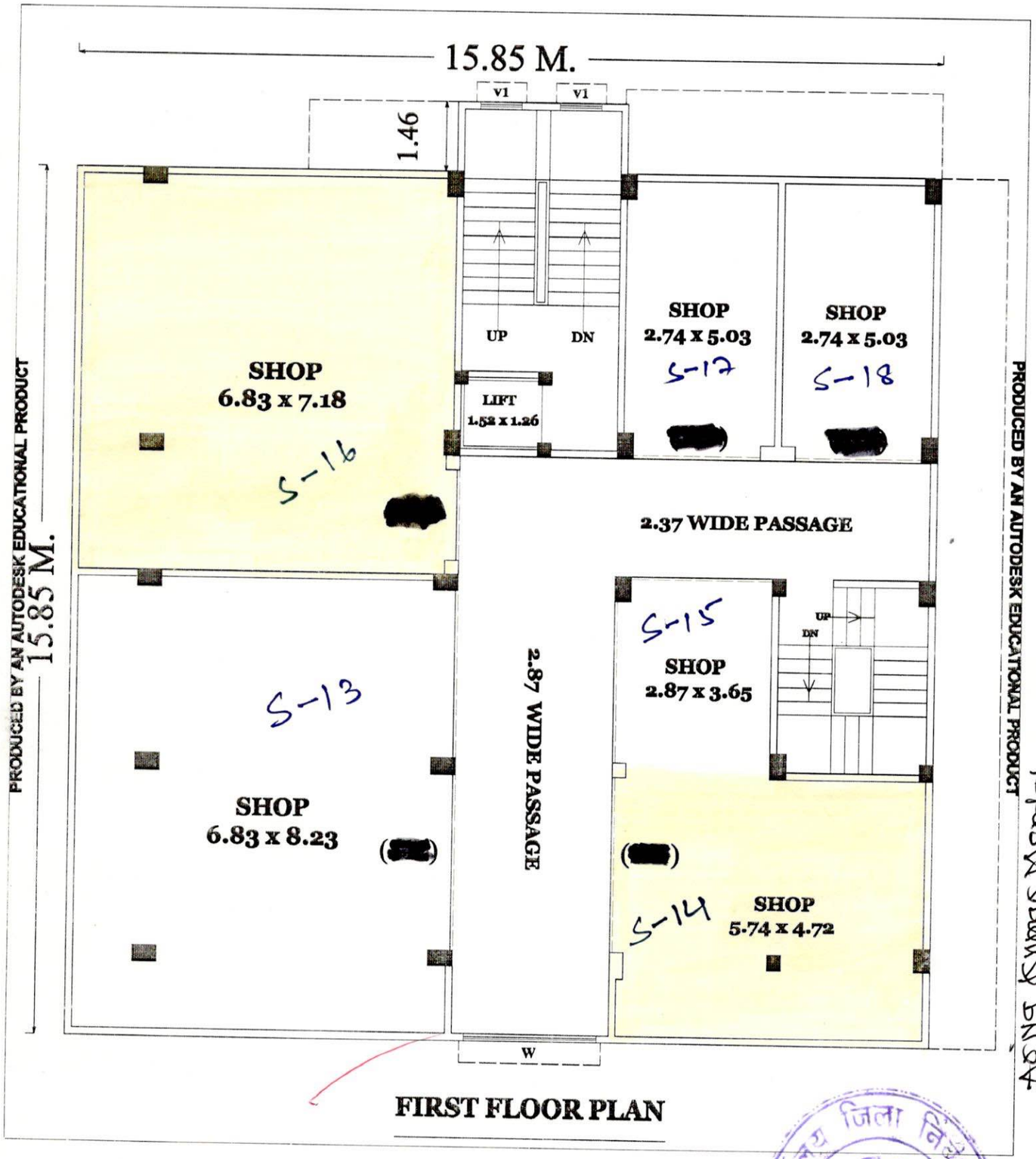

GROUND FLOOR PLAN

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

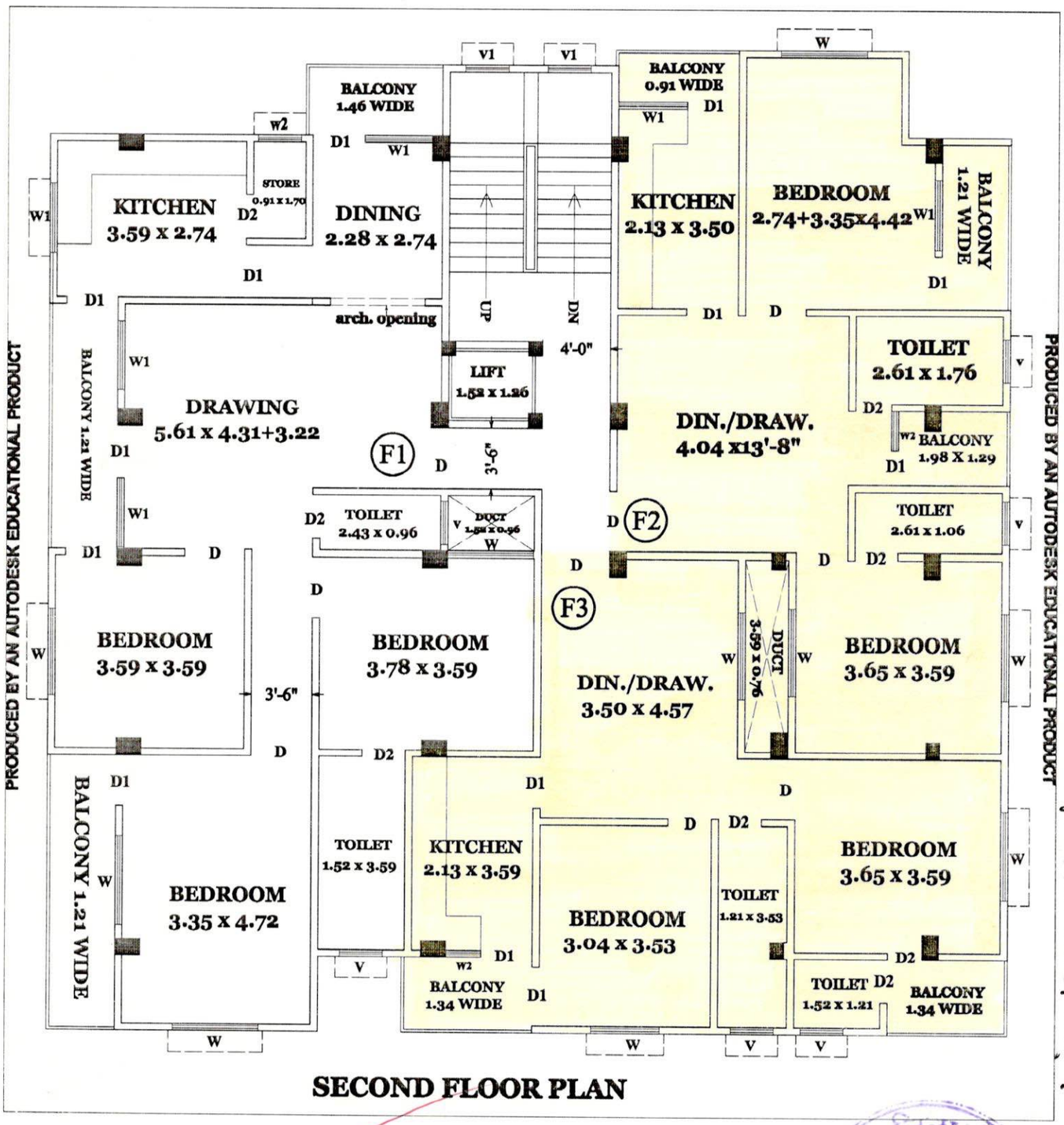
PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT




## FIRST FLOOR PLAN

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT




## SECOND FLOOR PLAN

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT



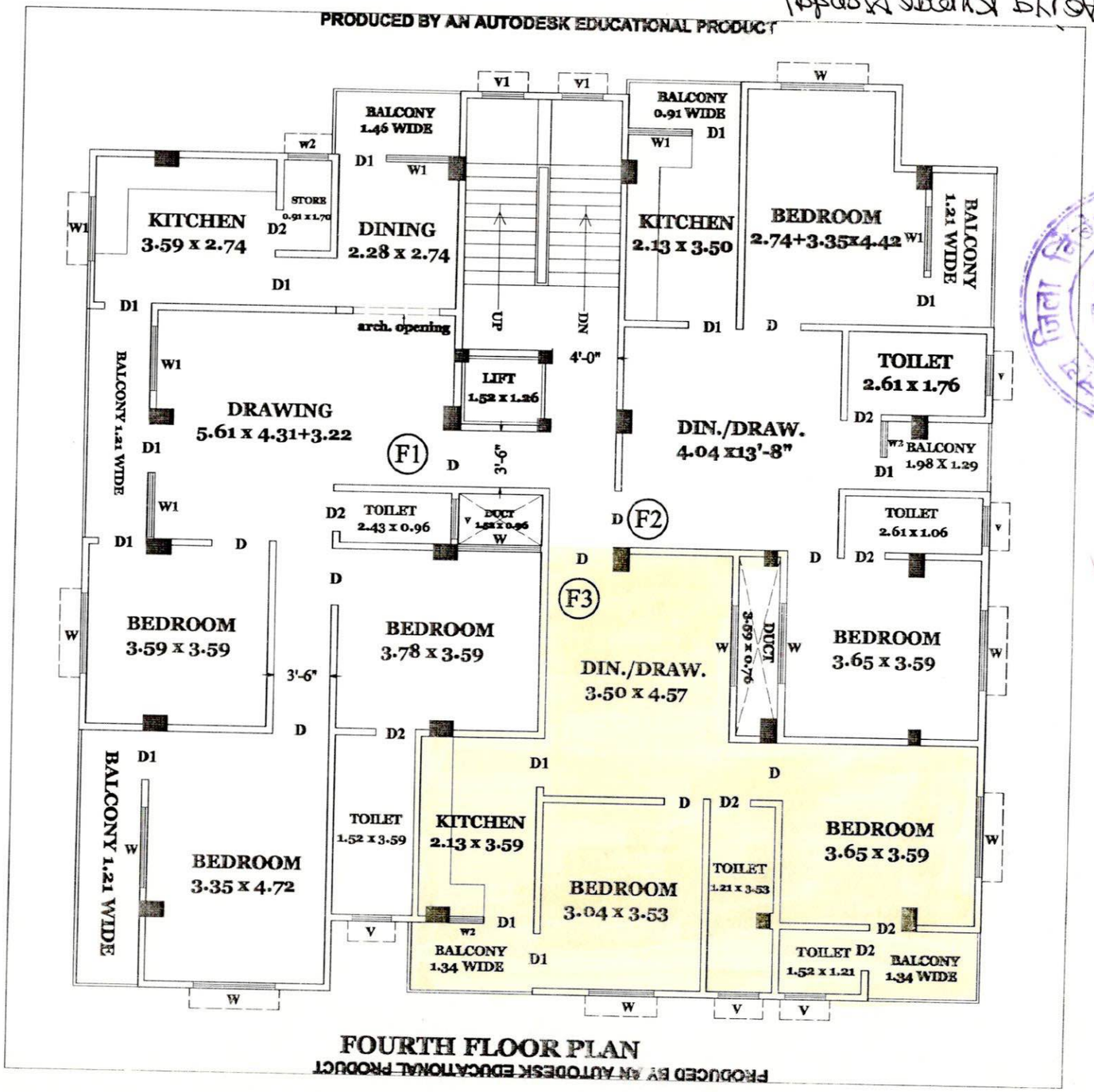

THIRD FLOOR PLAN

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

कार्यालय जिला निबंधक
सत्यमेव जयते
पुरंदर

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT




FOURTH FLOOR PLAN

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

# INDIA NON JUDICIAL
## Government of Bihar
## e-Stamp

| | | |
|---|---|---|
| Certificate No. | : | IN-BR04918627307577R |
| Certificate Issued Date | : | 09-Aug-2019 11:18 AM |
| Account Reference | : | SHCIL (FI)/ brshcil01/ PURNEA SRO/ BR-PUR/ PRN |
| Unique Doc. Reference | : | SUBIN-BRBRSHCIL0105501534806050R |
| Purchased by | : | NRS DEVELOPERS |
| Description of Document | : | Article 5 Agreement or memorandum of an Agreement |
| Property Description | : | Not Applicable |
| Consideration Price (Rs.) | : | 0 (Zero) |
| First Party | : | NA |
| Second Party | : | NRS DEVELOPERS |
| Stamp Duty Paid By | : | NRS DEVELOPERS |
| Stamp Duty Paid (Rs.) | : | 2,12,520(Two Lakh Twelve Thousand Five Hundred And Twenty only) |
| Reg. fee (Rs.) | : | 20,000 (Twenty Thousand only) |
| LLR & P Fee (Rs.) | : | 0 (Zero) |
| Miscellaneous Fee (Rs.) | : | 0 (Zero) |
| Discore SC (Rs.) | : | 1,000 (One Thousand only) |
| Total Amount (Rs.) | : | 2,33,520 (Two Lakh Thirty Three Thousand Five Hundred And Twenty only) |

SHCIL SRO PURNEA

39009019080 9078

14/8/19

Sagar Bhattacharya
9/8/19

used

Do not write or type below this line

SR 0003016606

**Statutory Alert:**

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

## 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. | 213520/- |
| Addl.Stamp duty paid under Municipal Act | Rs. | 0/- |

| | | |
|---|---|---|
| Amt.Paid By N.J Stamp Paper | Rs. | 1000/- |
| Amt.paid through Bank Challan | Rs. | 233520/- |

**Registration Fee**

FEE PAID

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

| LLR + Proc Fee | | Service Charge |
|---|---|---|
| LLR | 0 | 1000 |
| Proc.Fee | 0 | |
| Total | 0 | |

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

**Date: 09/08/2019**

**Registering Officer**
**Purnea Sadar**

## Endorsement under section 52

Presented for registration at Registration Office, Purnea Sadar on Friday, 09th August 2019 by Sagar Bhattacharya (For Nrs Developers) Dr. Amit Kumar Bhattacharya by profession Agriculture. Status - Claimant

Sagar Bhattacharya 09/08/19

**Signature/L.T.I. of Presentant**

**Date:09/08/2019**

**Registering Officer**
**Purnea Sadar**

## Endorsement under section 58

Execution is admitted by those Executants and Identified by the person ( Identified by 'Labony Mondal' age '45' Sex 'M', 'Arya Kumar Mondal', resident of 'Kalpana Store Bhatta Bazar K.Hat Purnea'. ), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

**Date : 09/08/2019**

**Registering Officer**
**Purnea Sadar**

## Endorsement of Certificate of Registration under section 60

Registered at Registration Office Purnea Sadar in Book 1 Volume No. 215 on pages on 466 -496, for the year 2019 and stored in CD volume No. CD-34 year 2019 .The document no. is printed on the Front Page of the document.

**Date : 09/08/2019**

**Registering Officer**
**Purnea Sadar**

**Token No. : 14252 Year : 2019 S.No. : 13756 SCORE Ver.4.1 Deed No . :d No . : 13460**

Scanned by me

D. Op.

अ:- 67'6" पक्का  उ:- 64'0" - पक्का
ब:- 73'4  द:- 57'6"

अनुसूची १—फारम संख्या ६१।
फारम सं० ७३ (नियम ४०८) सर्वेक्षण मैनुअल १९२७ पृष्ठ ३९० पर।

जिला परिषद प्रेस, पूर्णियाँ

# रैयती खतियान

बोत्री सं०

गाँव का नाम नजदीकी लक्ष्मी पूर्णियाँ  परगना

थाना का नाम वर्ड नं० ५  थाना सं०

जिला - पूर्णियाँ

| खतियान की क्रम सं० | रैयत का नाम पिता का नाम जाति और निवास-स्थान। | खेत: खेसरा सं० | खेत: चौहद्दी | जमीन की किस्म। | रकबा: एकड़ | रकबा: डि० | अभ्युक्ति | लगान/बेलगान खेतों के संबंध में यह उल्लेख करें कि कब्जा किस शर्त पर है। पदाधिकारी की जांच के अनुसार लगान। | निर्धारित उचित लगान यदि हो। | (१) हैसियत गैर दखलकार रैयत के कब्जे की अवधि। (२) यदि लगान उत्तरोत्तर बढ़ता है तो लगान का निर्धारण का तरीका और लगान की शर्तें। (३) खास शर्तें यदि हो। |
|---|---|---|---|---|---|---|---|---|---|---|
| १ | २ | ३ | ४ | ५ | ६ | ७ | | ८ | ९ | १० |
| 484 | लीला देवी पति हजारी लाल मंडल निवासी निज वार्ड | ६√६ ३ २५ २१ ६ ६√ ६ ५ २ १ ८ २ | | मकान पक्का<br>शौचालय<br>शौचालय<br>सटन<br>मकान पक्का<br>शौचालय<br>आंगन<br>मीठा पानी कुंआ | ००·०४·००<br>००·००·०५<br>००·००·०५<br>००·००·२०<br>००·०२·००<br>००·००·०५<br>००·००·८०<br>००·०१·५० | | Certified to be an Extract of the record finally framed and published U/S 103 A (2) of the B. T. Act, U/S 103 B (1) of the Bihar & Orissa Municipal Survey Act, and Orissa Municipal Survey Act 1 of 19.. on 10.8.87 to 25.9.87 & the Certificate of final publication was signed on 30.1.19.90<br>Superintendent of Survey Purnea & Katihar | | |
| | | | | | ००·०५·३५ | | | | | |

Act 1 of 1920 Revisional Survey

प्रतिलिपि सही उद्घोषित, पूर्णियाँ
का० ८८०

कायमी

PID-4940288546
CID-18192174 9

# Municipal Corporation, Purnea, Bihar

नगर निगम, पूर्णियाँ, बिहार

**FORM BMAR NO 15 (Rule 24(1))**

बी०एम०ए०आर० प्रपत्र संख्या–15 (नियम–24(1))

प्राप्ति रसीद / RECEIPT

Tax Payer Copy/करदाता प्रति

रसीद संख्या/Receipt No. 000975

कर दाता का नाम / Tax payar Name श्री/श्रीमति/Sri/Smt. आर्य कुमार मंडल पिता/पति/Son of/D/o/W/o स्व० देवेन्द्र कु० मंडल

सर्किल/Circle 83 वार्ड नं०/Ward No. 22 मुल्ला/Mohalla शंकर/नारी/रोड होल्डिंग नं०/Holding No. 105/227

चेक/ड्राफ्ट नम्बर.....तिथि/.....बैंक/.....द्वारा निर्गत सम्पति संख्या असेसमेंट संख्या.....

Bank Received From Assessee Against Assement No.....

| क्रम संख्या | एकाउन्ट कोड/Account Code | विवरण/Particulars | बकाया/Arrear कब से .....कब तक..... | हाल साल Current Years अवधि (A/H/Q/M) 2018 से 2019 | राशि/ Amount |
|---|---|---|---|---|---|
| 01 | 11001 | सम्पति कर/Property Tax | | 229920 | 229920 |
| 02 | 11002 | जल शुल्क/Water Tax | | | |
| 03 | 140200 | दंड/Penalty | | 20720 | 20720 |
| 04 | | छूट(–)/Rebate | | | / |
| | | | | कुल योग (Total) | 250620 |

कुल दो हजार पाँचसौ छः रु मात्र

Rupees in word/

तिथि.....06/03/19

Details- After Receiving amount cheque/D.D/Banker's Cheque will be valid

पूर्ण लेख :– चेक/ड्राफ्ट/बैंक से चेक की वैधता राशि मिलने के बाद ही मानी जायेगी।

निर्देश :–

1. रसीद तीन प्रतियों में बनायी जायेगी।
2. मुख्य रसीद भुगतान करने वाले को दी जायेगी रसीद की प्रति की सत्यापित एवं हस्ताक्षरित दूसरी प्रति संबंधित कैशियर को दे दी जायेगी और तीसरी प्रति रसीद बही के साथ ही लगी रहेगी।

A- वार्षिक, H- अर्धवार्षिक, Q- त्रैमासिक, M-मासिक

Md. [illegible]
Tax Collector
Ward No-22
Nagar Nigam

प्रपत्रकर्ता का हस्ताक्षर एवं नाम सहित मोहर

Sign. of Receiver with Name & Stamp

upto 31/Oct/19

06/03/19

# भू- स्वामित्व प्रमाण-पत्र

ई. 00799. Date - 06.03.2019

(एक लाख से अधिक ऋण प्राप्त करने हेतु प्रपत्र)

आवेदक का नाम आर्य कुमार मंडल पिता/पति का नाम स्व. देवेन्द्र कु. मंडल निवासी : ग्राम रहुआवाला

थाना रन्नाचण्डी अंचल फारबिसगंज जिला अररिया

## विवरण

| राजस्व ग्राम का नाम | राजस्व थाना संख्या | जमाबन्दी संख्या (एक से अधिक जमाबंदी हो तो सभी जमाबन्दीयों को उल्लेख) | जमाबन्दीधारी का नाम(एक से अधिक जमाबन्दीधारी होने पर सभी सह-हिस्सेदारों के नामों का उल्लेख) | खाता संख्या | खातावार खेसरा सं० | खेसरा वार रकबा | | चौहद्दी | | | | आवेदक का हिस्सा - (एकड़ में) | | आवेदक के हिस्से की चौहद्दी | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | एकड़ | डिसमिल | उ0 | द0 | पू0 | प0 | एकड़ | डिसमिल | उ0 | द0 | पू0 | प0 |
| 1. | 2. | 3. | 4. | 5. | 6. | 7. | 8. | 9. | 10. | 11. | 12. | 13. | 14. | 15. | 16. | 17. | 18. |
| मझुआ | 128/1 | 445 | आर्य कुमार मंडल पिता स्व. देवेन्द्र कु. मंडल | 445 | 696 | 00.05 | 10.88 | | | | | | | | | | |
| | | | | | | 00.04 | 70 | | | | | | | | | | |

अंचल अधिकारी
महोदय
आवेदित अभिलेख पंजी II में के० 445 आर्य कुमार मंडल के दादी सीता देवी पति स्व० इसादी मंडल के नाम से दर्ज है। जिसपर दखलकार है। लगान भुगतान है।
अतः प्रमाण पत्र की अनुशंसा है।

2. आवेदक के हिस्से की भूमि पर आवेदक के दखल की स्थिति

3. लगान भुगतान की स्थिति

4. प्रमाणित किया जाता है कि उपर्युक्त विवरण राजस्व अभिलेखों एवं स्थानीय जाँच के आधार पर अंकित किया गया है।

राजस्व कर्मचारी का नाम एवं हस्ताक्षर

हल्का संख्या

अंचल निरीक्षक का नाम एवं हस्ताक्षर

5. अंचल निरीक्षक का मंतव्य :-

11.3.19.

अंचल अधिकारी का हस्ताक्षर एवं मुहर

अंचल अधिकारी
पूर्णियाँ पूर्व