Serial No. 5613 Circle:-:Kanti 3695 Book No. :- 1 Deed No. 5443

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

सत्यमेव जयते

पाँच सौ रुपये Rs. 500

INDIA NON JUDICIAL

Serial No. 5613 बिहार BIHAR Deed No. 5443

बिहार सरकार

जिला निबंधन कार्यालय, मुजफ्फरपुर

पृष्ठांकन का सारांश

दिनांक 09/04/2018 को Rabi Shanker Srivastava द्वारा यह दस्तावेज निबंधन हेतु उपस्थापित किया गया । इसमे रू0 4850500 मुद्रांक शुल्क एवं रू0 68025 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, अंगुलियों के निशान एवं हस्ताक्षर नीचे अंकित हैं। इसे दस्तावेज सं0 5443 के रूप में पुस्तक सं0 1 की जिल्द सं0 78 के पृष्ठ सं0 433 से 484 तक CD 12 में आज निबंधित एवं कुल 52 पृष्ठों में संधारित किया गया ।

बिहार सरकार

संजय भारतीय
निबंधन पदाधिकारी

दिनांक 09/04/2018 टोकन नं. 5792 / 2018

DEVELOPMENT AGREEMENT

This Development Agreement is made and entered into at Muzaffarpur ~~on this~~ 9th day of April 2018.

Between

1

executed deed of development agreement
Rabi Shanker Srivastava
9/4/18

(Pankaj Kumar) 9/4/18
Rajan Kumar 9/4/18
Rajiv Aadhya.

Asha Vihar Properties Pvt. Ltd.
9/4/18
Managing Director

		Photo	Thumb	Index	Middle	Ring	Little
	Pvt. Ltd.						
Sig.							
Claimant	Ashwini Kumar Gupta (Managing Director)						
Sig.	9/4/18						
Executant	Aditya Shanker Srivastava						
Sig.	9/4/18						
Executant	Anjula Sinha						
Sig.	Anjula Sinha 9/4/18						
Executant	Ashish Kumar						
Sig.	Ashish Kumar 9/4/18						
Executant	Bhanu Shanker Srivastava						
Sig.	9/4/18						
Executant	Dhiraj Kumar						
Sig.	Dhiraj Kumar 9/4/18						
Executant	Mala Sinha						
Sig.	Mala Sinha 9/4/18						

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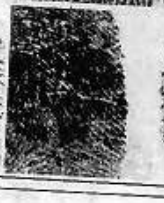
Rabi Shanker Srivastava.
9/4/2018

District Registry Office,Muzaffarpur

Token Number 5792 | Reg. Year 2018 | Serial Number | Deed Number

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Executant	Manish Kumar						
Sig.	9/4/18						
Executant	Neela Sinha						
Sig.	9/4/18						
Executant	Niraj Kumar						
Sig.	9/4/18						
Executant	Pankaj Kumar						
Sig.	9/4/18						
Presented By	Rabi Shanker Srivastava						
Sig.	9/4/18						
Executant	Rabi Shanker Srivastava	☒ Photo	☒ Thumb	☒ Index	☒ Middle	☒ Ring	☒ Little
Sig.							
Executant	Rajan Kumar Srivastava						
Sig.	9/4/18						
Executant	Shila Verma						
Sig.	9/4/18						

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First Part-(Owner)

(1)SRI RABI SHANKER SRIVASTAVA, aged about 66 years **(2) DR. BHANU SHANKER SRIVASTAVA,** aged about 62 years **(3) SRI (COL.) ADITYA SHANKER SRIVASTAVA,** aged about 53 years, all sons of **Late Vijay Kumar Srivastava.** All by caste – Kayastha, by profession retired govt. employee as well as self-employed and class I gazetted officer of Indian Army respectively, all Permanent resident of Village- Paigambarpur Kolhua (Bairiya) P.S.- Ahiyapur, Anchal – Kanti, District- Muzaffarpur, all at present residing at Mohalla- Juran Chhapra, Road-No-2, P.S.- Brahampura, District - Muzaffarpur, Bihar.

Second Part-(Owner)

(4) SRI (COL.)PANKAJ KUMAR(RETD.), aged about 53 years, resident of House No- 2735, Near Community Centre, Sector 23 Gurgaon, Haryana **(5) SRI NIRAJ KUMAR,** aged about 51 years, resident of Flat No-403, Rana Residency, East Boring Canal Road Phulwari, Dist- Patna **(6) SRI DHIRAJ KUMAR,** aged about 49 years, resident of SRI KUNJ" , Dr. Ram Prasad Colony, Old Motihari Road, Near Kolhua Chowk, P.S.- Ahiyapur, Anchal – Kanti in the Distrist of Muzaffarpur, Bihar **(7) SRI MANISH KUMAR,** aged about 48 years, resident of 405, Om Sai Villa, Besides Rajeshwar Hospital, Kankar Bag, Lohia Nagar, Patna **(8) SRI ASHISH KUMAR,** aged about 41 years, resident of House No- 2735, Near Community Centre, Sector-23, Gurgaon, Haryana, all sons of **Late Ajay Kumar Srivastava**, All by caste - Kayastha all are permanent resident of Village – Paigambarpur Kolhua (Bairiya)

Asha Vinay Properties Pvt. Ltd.
Managing Director

P.S.- Ahiyapur, Anchal- Kanti, District- Muzaffarpur, Bihar

Third Part-(Owner)

(9) SRI RAJAN KUMAR SRIVASTAVA, aged about 66 years, S/o **Late Kamta Prasad resident of Quarter No-181, Sector- 3/D, Post- Sector-3,Bokaro Steel City State- Jharkhand (10) SMT. SHILA VERMA,** aged about 71 years **W/o Late Prem Ranjan Prasad Verma, resident of** Quarter no- C-5/192, New Colony, Brahampura, P.S.- Brahampura, Distrist- Muzaffarpur **(11) SMT. NEELA SINHA,** aged about 64 years **W/o Sri Krishn Shankar Sahai, resident of House No-A75, A.G Colony, Phulwari, Dist-Patna (12) SMT. MALA SINHA,** aged about 62 years **W/o Sri Madhu Ranjan Prasad,resident of Ward 7, near Hanuman Mandir, Banglagarh, Dist- Darbhanga (13) SMT. ANJULA SINHA,** aged about 54 years **W/o Sri Manoranjan Sinha, resident of Flat no-E2, Laxmi Ganesh Apartment, Kanke Road, Dist- Ranchi, State-Jharkhand,** all from **10 to 13 are daughters of Late Kamta Prasad,** all at present residing at Quarter no- C-5/192, New Colony, Brahampura, P.S.- Brahampura, Distrist- Muzaffarpur, Bihar. Hereinafter all from No.1 to No.13 collectively called and referred to as the 'LAND OWNERS' which term and expression shall unless excluded by or repugnant to the context thereof or meaning thereof, shall be deemed to include their legal heirs, legal representatives, executors, administrators, assigns and successors, of the **First to Third Part.**

Asha Vihar Properties Pvt. Ltd.
Director

T/5792

E-CHALLAN
Government of Bihar
BTC-4

Valid Upto	:	20/04/2018	Date	:	05/04/2018 12:43:37 PM
GRN	:	BHR2018040142 79M			
Department	:	Registration, Excise & Prohibition Department	From	:	
Office Name	:	Muzaffarpur Sadar	To	:	
Financial Year	:	2018-2019			
Treasury	:	Muzaffarpur			

ACCOUNT HEAD DETAILS	PAY AMOUNT
R0030021030001-75-49-STAMP DUTY ON IMPRESSING OF DOCUMENTS	4850000.00
R0030031040001-75-49-FEES FOR REGISTERING DOCUMENTS	66025.00
R0029008000006-00-01-LANDLORD REVENUE AND PROCESSING FEES	0.00
Total Amount : Rupees Fourty Nine Lac Sixteen Thousand Twenty Five Only	4916025.00

PAYER DETAILS		
Tax ID (if any)	:	
Unique Id	:	
Name	:	Ashwini Kumar Gupta
Address	:	At.Raju Sah Lane Ramna Ps.Mithanpura Dist.Muzaffarpur

PAYMENT DETAIL			FOR USE IN RECEIVING BANK			
BANK Name	:	SBI	CIN	null	REF No	CPG5849727
Branch	:		Date & Time :	05/04/2018 12:45:01 PM		
			Scroll No & Date :			

पक्षकार प्रति

मुजफ्फरपुर स्कोर, मुजफ्फरपुर

दस्तावेजों के निबंधन के लिए जमा किये जाने वाले सर्विस चार्ज के भुगतान के लिए बैंक चालान

एस्को लेखा सं0–00000010875807729 बैंक स्कौल सं0–.....

पक्षकार का नाम/पता (जिसकी ओर से जमा किया जा रहा है।) Ashwini Kumar Gupta

पता:–At.Raju Sah Lane Ramna Ps.Mithanpura Dist.Muzaffarpur

बैंक का नाम एवं शाखा –रेडी कॉस शाखा, मुजफ्फरपुर निबंधन कार्यालय–जिला निबंधन कार्यालय, मुजफ्फरपुर

राशि– 2000.00

Rupees Two Thaughant Only

जमाकर्त्ता का नाम

एवं हस्ताक्षर

मो0 नं0–9835234322

*चेक / ड्राफ्ट का विवरण पीठ पर अंकित करें।

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

*(दस्तवेज के पृष्ठों की संख्या +2) 10 पृष्ठों तक 250 रू0, 20 पृष्ठों तक 500 रू0 ,20 पृष्ठों से अधिक 1000 रू0,

T/5792

Fourth Part -(Builder and Developer)

ASHA VIHAR PROPERTIES PRIVATE LIMITED, a private limited company, registered under the Companies ACT, 1956 in India bearing Corporate Identity Number U70102BR2014PTC021910/2013-14 and Permanent Account No. AAMCA4370J having its registered office located and situated in the house of **SHRI ASHWINI KUMAR GUPTA,** at mohalla - Rajju Sah Lane, P.O.- Ramna, P.S.- Mithanpura, Town and District – Muzaffarpur PIN- 842002 in the state of Bihar (India), hereinafter, called & referred to as '**DEVELOPER**' which expression shall unless excluded by or repugnant to the context or meaning thereof, shall be deemed to include its nominees, assigns, successors in office and representatives, of the **FOURTH PART** and shall be represented through its duly authorized Managing Director, **SRI ASHWINI KUMAR GUPTA,** aged about 59 years **S/O Late Shivnath Prasad** , an Indian National, resident of Mohalla , Rajju Sah Lane, P.O. Ramna, P.S. Mithanpura, Town & District Muzaffarpur, Pin – 842002 in the state of Bihar (India),

WHEREAS, the party hereof the First part, the **Land Owners** from no. 1 to 3 and the party hereof the Second part, the **Land Owners** from no. 4 to 8, aforesaid are jointly seized and possessed or otherwise sufficiently entitled to the property in the shape of plot of land admeasuring an area about 5.44 acres (more fully described in schedule A) which they got by way of inheritance from their grandfather Late Dr. Ram Prasad, who in his life time purchased the same by way of

Asha Vihar Properties Pvt. Ltd.
Authorised Signatory
9/4/18

Anjita Sinha 9/4/18
Rbhuvanotsa 9/4/18
Shila Verma 9/4/18
Neela Sinha 9/4/18
Mala Sinha 9/4/18

Ramyuwar 9/4/18
Munji Kumar 9/4/18
Dhiraj Kumar 9/4/18
Ashwini Kumar 9/4/18

Rabi Shanker Sri Vastava 9/4/18
Bhim Ram Son 9/4/18
Ashok Kumar 9/4/18

District Registry Office,Muzaffarpur

Token Number 5792	Reg. Year 2018	Serial Number	Deed Number

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Identified By	Nagendra Paswan						

Sig. नागेन्द्र पासवान
पिता स्व जगा पासवान
9-4-18

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several registered sale deeds from his own income and in his own name having no concern with others and hence is the exclusively acquired property by said Dr. Ram Prasad who at the time of purchase of the same, came in exclusive right, title and possession thereof besides the other properties also exclusively belonged to him and in passage of time the survey authorities found his exclusive right, title, interest followed with possession thereof and accordingly made a draft publication and finding no objection entertained, the concern authority finally published the R.S Khatiyan which has been published in his name (Dr. Ram Prasad) and there after he died leaving behind two sons namely Vijay Kumar Srivastava and Ajay Kumar Srivastava who both succeeded and inherited the entire estate of their father and started enjoying usufructs and in passage of time both the sons of Late Dr. Ram Prasad died one after another and after the death of the father of the owners no-1 to no-3 namely Late Vijay Kumar Srivastava and after the death of the father of the owners no-4 to no-8 namely Late Ajay Kumar Srivastava all owners no-1 to no- 8 got their name jointly mutated in the Anchal Office Kanti and are paying rent to the Government of Bihar regularly.

Similarly the party hereof the Third Part Land Owners from no- 9 to 13 aforesaid are jointly seized and possessed or otherwise sufficiently entitled to the property in the shape of plot of land admeasuring 23 decimal (more fully described in schedule A) by way of inheritance from their father Late Dr. Kamta Prasad S/o Late Nathuni Prasad who got this property along with

other properties through Partition amongst his five brothers and accordingly the R.S .Khatiyan has been published in his name and there after he started paying separate rent to the Government of Bihar and receiving rent receipt in his name and there after Dr. Kamta Prasad died leaving behind one son and four Daughters who are the legal heirs of late Dr. Kamta Prasad, hereinafter referred to as the said landed property (more fully described in schedule A).

AND WHEREAS the party of the First part, Second Part and Third Part i.e. the LAND OWNERS declares as under:-

1. That the area of the said Landed property of owners no 1 to 3 and 4 to 8 are jointly admeasuring an area of 5acres 44 decimals and that of owners no. 9 to 13 are 23 decimal. Hence the total area of the land under consideration as measures to the extent of 5.67 acres which has been duly measured in Khatiyan, R.S. Map, as well as on spot and if in future any of the land increases besides the measurement given the same will go in favour of party no. 1 to 8.

2. That aforesaid property is in exclusive possession with absolute right, title and ownership interest and the same is free from all encumbrances, debts, liens, mortgages charges and attachments and the **LAND OWNERS** alone have in themselves good rightful power and absolute authority and title to transfer the whole or part of the said schedule property having a fully marketable title over the said property.

Ashirwad Properties Pvt. Ltd.
Managing Director
8/11/18

Ayushi Sinha 9/11/18
Rishivo Sharma 9/11/18
Shila Verma 9/11/18
Neelu Sinha 9/11/18
Usha Sinha 9/11/18

9/11/18
9/11/18
9/11/18
8/11/18

Rabi Shanker Sahay 9/11/18
Bhanu Sinha 9/11/18
9/11/18
8/11/18

3. That there is no notice, notification, or order for setback/ acquisition/ requisition of the said property or any part thereof by the Muzaffarpur Municipal Corporation or by any competent authority under any applicable Act.

4. That there are no statutory claims, demands, Attachments, or prohibitory orders made by the Taxation / revenue authorities or any bank / Financial institution or any Govt. or other Local bodies or authorities concerning or relating to the said property or any part hereof. There is no any dues/ loan against the said property or any part thereof of any Govt. Deptt. Or any Local body or any bank.

5. That there is no notice or case pending before any court or any magistrate regarding the said property.

6. That except the LAND OWNERS none else is entitled to or has any share, right, title and/ or interest over and in respect of the said property or any part thereof and the Land owners are not benamidar or Trustees of any one in respect of the said property or any part thereof.

7. That the LAND OWNERS have not entered in the past into any agreement for sale or development in respect of the above property or in respect of a part thereof nor have made any arrangement with anyone whatsoever regarding the above property or a part thereof.

AND WHEREAS the party hereof of the first part, second part and third part i.e. the LAND OWNERS are interested in getting residential Towers/Flats developed

Asia Tirhut Properties Pvt. Ltd.
Director

and constructed on the said land through some reputed developer who can develop and construct a multi-storeyed residential complex at its own cost and to receive & acquire a pre-determined built up area in the said township in the shape of flats, garages/rooms, floor spaces, car parking spaces, common areas & facilities etc. as consideration for the value of a pre-determined part of the said property to be conveyed by the LAND OWNERS to the Developer.

AND WHEREAS, the party hereof of the Fourth part i.e. the developer has approached and offered the party hereof of the First part, Second part and Third part i.e. the LAND OWNERS to develop the said property and to construct multi-storeyed residential apartments consisting of several multi-storeyed towers at developer's own cost / fund and its own risk and responsibility and as consideration for the value of a pre-determined part of the said property to be conveyed by the land owners to the developer and the Land owners to receive & acquire a pre-determined built up area in the said project in the shape of flats, garages, rooms, car parking spaces, common area & facilities etc. to which the party hereof of the first part, second part and third part i.e. the LAND OWNERS consented.

AND WHEREAS after due negotiations between the aforesaid parties i.e. the Landowners of the first part, second part, third part and the Developer of the fourth part and on the representation and declarations made by the LAND OWNERS & Developer it has been decided that a township project consisting of several multi-

Anjali Sinha 9/4/18
Rishi Vashtava 9/4/18
Shila Verma 9/4/18
Neela Sinha 9/4/18
Mala sinha 9/4/18
Asha Vihar Properties Pvt. Ltd. 9/4/18 Managing Director

Ramkumar 9/4/18
Manoj Kumar 9/4/18
Dhiraj Kumar 9/4/18
Munni Kumari 9/4/18

Rabi Shanker Srivastava 9/4/18
Bhanu Sinha 9/4/18
9/4/18
Hridaya Kumar 9/4/18

storeyed residential towers named as **"DR. RAM PRASAD ESTATE"** will be erected and will be built up by the party of the fourth part i.e. Developer with plan approved by the competent authority in accordance with the rules made therein in Bihar Building Bye-Laws 2014, along with The Real Estate (Regulation and Development) Act,2016 (Act No-16 of 2016) and The Bihar Apartment Ownership Act, 2006 rule and bye-laws made therein as well as to follow the Provisions of Conversion of land and the 'LAND OWNERS' agreed to receive & acquire 40% (Forty Percent) of the flats, Garage, floor Space, Car parking space & common area facilities etc. of the said building complex as consideration for the value of 60% (Sixty Percent) of the landed property to be conveyed by the LAND OWNERS to the Developer after completion of construction of the building project. Besides that it has also been agreed that so far the Garage which is proposed to be built by the builder, the said Garage with Shutter will be distributed and allotted half to the party of the first & second part (owner no 1 to 8) and remaining half to the party of the fourth part i.e. builder but it has also been agreed that one garage will also be allotted to one of the member of party of the third part though the location of their land is not in the front side but considering to be the good and healthy relationship a garage will be allotted in the family of parties of the third part.

AND WHEREAS after consent by the Land Owners the party of the Fourth part appointed an architect and the said architect prepared the plans, drawing, maps and

elevations of the said multi-storeyed residential project and the specifications of the work to be done and the materials as per building bye- laws and The Bihar Apartment Ownership Act, 2006 with its rules and regulations made therein and got approval and sanction by the competent authority in accordance with the building bye-laws applicable in the state of Bihar.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

(i) That the party of the Fourth part i.e. the developer will build the multi-storeyed buildings in accordance with the approved structure map, drawings, specifications and designs.

(ii) That the investment thereon in constructing the aforesaid multi-storeyed building complexes will be borne exclusively and only by the party of the fourth part i.e. Developer.

(iii) That the party of fourth part i.e. developer hereby undertake to commence the construction within one week from the date of Bhumi Pujan and will complete the said construction on or before the expiry of five years as per calendar years and if the level of construction found in verge of completion within few extended period in that condition it has been agreed that again by way of last extension of one year will be given to the builder and during the same no any claim or

Asha Villa Properties Pvt. Ltd.
Director

any monetary loss will be entertained by the either part.

(iv) That the party of the first part, second part and third part i.e. 'LAND OWNERS' have agreed to accept and the party of the fourth part i.e. the DEVELOPER has agreed to give 40% of the flats, parking space and common areas & facilities in consideration of 60% of the landed property of the land owners herein after known as OWNER'S PORTION and the remaining 60% of flats, garage, parking space and common areas and facilities falling to the share of the developer and shall hereinafter be known as 'DEVELOPER'S PORTION, which shall be deemed to be adequate consideration for the conveyance of right, title and interest in the proportion able portion of the said portion of the said property of the LAND OWNERS.

(v) That all the parties of the first part, second part and third part i.e. land owners and the party of the fourth part i.e. Developer agree that after the completion of the building complex as per plan and to the satisfaction of the party of the first part, second and third part i.e. the LAND OWNERS, all the parties i.e. of the owners side and the builder's side will be the absolute owners of their respective shares as mentioned in forgoing para (iv) of this agreement and as per the rules of the Bihar Apartments Ownership Act 2006.

Anjali Sinha 9/4/18
Ram Vad Jha 9/4/18
Shila Verma 9/4/18
Neelam Verma 9/4/18
Mala Sinha 9/4/18
Asha Vihar Properties Pvt. Ltd. 9/4/18 Manging Director
9/4/18
Shiv Raj Kumar 9/4/18
9/4/18
Ravi Shankar Singhania 9/4/18
Bhanu Pratap 9/4/18
9/4/18
Arvind Kumar 9/4/18

However all the parties of the first part, second part and third part i.e. LAND OWNERS and of the fourth part i.e. Developer will have independently and separately right to allot flats, rooms, floor space, car parking to their prospective purchasers in the aforesaid construction only to the extent of their share . The parties i.e. the LAND OWNERS & the Developer will also be entitled to take payments and to enter into/ execute Mahadanama i.e. Agreement to sale with their prospective allottees /buyers and to get them duly registered including mortgage their respective share with the financial institutions for enabling the said allottees to obtain loan against their allotted spaces/flat/car parking etc. in respect of their portion. After completion of the project all the parties i.e. the land owners and the developer will become absolute owner of their respective share and will sign deed of conveyance and get them duly registered to the extent of their respective share.

(vi) That it has also been agreed between the parties that though the prospective buyers/allottees of both the land owners and the developers will be entitled to take loan from bank/financial institution including mortgage of their respective share, however the party of the fourth part the builder will not take any loan from any financial institutions

Asha Vihar Properties Pvt. Ltd.
Director

for the purpose of construction of this project by way of mortgaging his share of flats, parking space, garages allotted to him by this deed.

(vii) That in **Annexure - I** the property which has been exclusively allotted in the share of the Party of the First part, Second part and Third part has been divided amongst themselves individually by each name of the LAND OWNERS and has been detailed in this deed and contrary to the same the constructed and allotted portions which have been exclusively allotted to the party of the fourth part, the builder has been fully detailed in **Annexure – II** of the same which forms part of deed.

(viii) That the party of the fourth part i.e. the Developer will bear the expenses on preparation of the map, plans, sanction of plan and revenue and registration fee for the registration of this development agreement etc. will also be borne exclusively by the party of the fourth part i.e. the 'Developer'.

(ix) That all the parties have agreed that except fore-majeure, if the party of the fourth part i.e. builder fails to complete the said building complex within the stipulated period as per in the foregoing provisions herein including the grace period, the party of the fourth part i.e. the developer shall pay liquidated damages at the calculation of Rs. 40,000/- (Forty Thousand Only) per month to the first and

Asha Vihar Properties Pvt. Ltd.
Managing Director

second part i.e. Owners no 1-8 and Rs-2000/- (Two Thousand) per month to the third party no 8-13 on one-time payment for first six months and then for subsequent months @ Rs.3,00,000/- per month till the completion of the said development of the building till next 12 months. Failing further, the party of the first and second part i.e. the LAND OWNERS will be on liberty and the party of the first and second part shall has got the option to get work done/ completed from the market at the cost and risk of party of the fourth part. Delay on account of THE PARTY of the first, second and third part i.e. the LAND OWNERS on any reason will not be counted as delay for the purpose of liquidated damage from the party of the fourth part.

(x) That the party of the first part, second part and third part i.e. the LAND OWNERS shall allow free ingress to and egress from the premises to the party of the fourth part along with their workers, employees, sub-contractors, if any, and all other persons, authorized by the party of the fourth part who are necessary in connection with carrying out of the construction works under the agreement.

(xi) That the party of the first part, second part and third part i.e. 'the LAND OWNERS' or their representatives, shall be entitled to

Ashe Villas Properties Pvt. Ltd.
Managing Director

inspect the progress of the construction work and material used for the construction and they will be entitled to point out to the architect if any defects in the construction work is found, quality of workmanship or material used when such defective work is in progress or being executed or such material is brought on the site. The party of fourth part i.e. the Developer have to rectify at his own cost the defect in the said construction work or remove such defective materials and the same shall be rectified or removed by the party of fourth part i.e. the Developer after discussions with the architect as well as with the party to the first part, second part and third part directed by the party of the first part, second part and third part i.e. the LAND OWNERS.

(xii) That the party of the fourth part i.e. the Developer will arrange for the registration of the Development Agreement between the parties i.e. the party of the first part, second part and third part i.e. the LAND OWNERS and the party of the fourth part i.e. developer during first available opportunity with the Registrar, Government of Bihar and the cost so arrived will be borne fully by the party of the fourth part i.e. the developer.

(xiii) That the party of the fourth part i.e. The developer shall have entire responsibility of the spot during construction / devolvement of

Anjula Sinha 9/4/18
Rishi Vardhan 9/4/18
Shilpa Verma 9/4/18
Neelam Sinha 9/4/18
Mala Sinha 9/4/18
Asha Ultra Properties Pvt. Ltd. 9/4/18 Director

9/4/18
Abhay Kumar 9/4/18
Dhiraj Kumar 9/4/18
9/4/18

Rahi Shankar Srivastava 9/4/18
Bhanu Sharma 9/4/18
9/4/18
Ashish Kumar 9/4/18

the same and shall also indemnify the party of the first part, second part and third part i.e. The LAND OWNERS from all corners in respect of all claims, damages, compensation of expenses payable in consequence to any injury or accident sustained by any employee, workman, artisan, nominee, invitee or other person while in or upon the said premises or property whether in the employment of the developer or not while in or upon the said property and during the period of construction of the said building thereon. And if any of the condition either on the basis of the claim put forth by any party levied by any person / authority/ damage / compensation or any proposal of one settlement in this regard the party of the fourth part shall have entire liability and responsibility to get it discharged i.e. The developer shall also be responsible for any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, streets, footpaths, bridges or ways as well as all damages caused to the buildings, and work forming the subject to this contract by frost, rain, wind or other inclemency of weather.

(xiv) That it has also been decided between the parties to this agreement since the date of bhumi pujan till the construction of the entire building as well as all the construction work to be agreed and done by the builder within

the premises, the entire responsibility during its construction, development shall lie upon the developer i.e. the fourth part and if any of the owner or their successor receives any claim in respect of the construction and any un-eventuality if comes during the same, the builder to the fourth part shall identify, indemnify and entitled for all its damage claim and compensation. The builder will also be responsible to pay any claim as claimed with regard to the during the construction work.

(xv) That the party of the first part, second part, third part i.e. The LAND OWNERS hereby permit the party of the fourth part i.e. the Developer to do, if required, all acts, deeds, matters things subject to the provisions of the agreement and in accordance with the norms and byelaws and rules made therein, The Bihar Regional Development Authority Act 1981 and the Bihar Apartment ownership Act, 2006 with its rules and regulations made therein.

(xvi) That the developer shall be entitled to give applications to the concerned authority for passing of Map, Fire clearance and any other permission/Sanction required for the commencement of construction and obtaining electrical , water and other connections etc.

(xvii) That subject to the conditions of this development agreement, the developer shall

Anjula Sinha 9/4/18
Rishi Vardhan 9/4/18
Shila Verma 9/4/18
Neela Sinha 9/4/18
Mala Sinha 9/4/18
Asha Vihar Properties Pvt. Ltd. 9/4/18 Authorised Director
Pawan Kumar 9/4/18
Vijay Kumar 9/4/18
Dhiraj Kumar 9/4/18
Sunita Kumari 9/4/18
Rabi Shankar Srivastava 9/4/18
Ram Ratan Ram 9/4/18
9/4/18
Ashish Kumar 9/4/18

be entitled to accept writ services or any writ summons and other legal process or notice and to appear and represent the party of the First part, second part and third part in any court or before Magistrate, judicial tribunal and other tribunals in connection with development of said property and to commence or file suits, actions or other legal proceedings in any court or before any public officer/ tribunal relating to the development of the said properties or parts thereof and for any purposes aforesaid to sign execute and deliver and file necessary Vakalatanama, claims, plaints applications, affidavit, petition and other documents, papers and writing the cost of which shall be borne by the party of the fourth part i.e. the developer.

(xviii) That it shall not be out of place to mention here that any admission made by the builder fourth party contrary to the development agreement and the chain of title deeds in respect of the property which exclusively existing in the name of DR.RAM PRASAD and after his death his 2 sons namely **VIJAY KR. SRIVASTAVA** and **AJAY KR. SRIVASTAVA** had inherited and succeed his entire estate and came in exclusively right, title, interest and possession thereof and after their death the parties to the first part 1-3 and second part 4-8 similarly succeeded their father and presently they are in exclusive

Anjali Sinha 9/4/18
Rishi Raghuvanshi 9/4/18
Shila Verma 9/4/18
Neelu Sinha 9/4/18
Asha Vihar Properties Pvt. Ltd. 9/4/18
Managing Director
9/4/18
9/4/18
Mrigakshi Kumar 9/4/18
Abhiraj Kumar 9/4/18
9/4/18
Rabi Shanker Srivastava 9/4/18
9/4/18
9/4/18
9/4/18

right, title, interest, and possession there of meaning there by whatever the chain and history is concerned any contrary to the same made by builder as above shall not be binding upon the party to the first part , second part and third part.

(xix) That in case of any legal proceedings in any court or tribunal or forum under law, the party of the fourth part i.e. the Developer shall take all measures to protect the title, interest and rights of the party of the first part, second part and third part i.e. the LAND OWNERS and reasonable advice of the party of the first, second and third part, i.e. LAND OWNERS in this regard shall be obtained by the party of the fourth part i.e. The developer.

(xx) That the party of the fourth part i.e. The developer will appoint architects, surveyors, engineers, sub-contractors and other persons with view to ensuring expeditious development and construction but cannot assign this development work to any other developer.

(xxi) That the cost of lift, installation of noise free appropriate generator will be borne by the party of the fourth part i.e. the Developer. Whereas the party of the fourth part will maintain the said building for three months. However the building and its fittings and fixtures will be maintained for one year by the party of fourth part i.e. the Developer.

(xxii) That it was felt and realised by all the four parties that it is not possible to maintain the entire estate by a society of flat owners on monthly contribution basis because of the huge number of flats. It has therefore been decided that the party of the fourth part, Builder will form a separate company/ firm that would maintain the entire common areas and common facilities like D.G. Sets, common area lighting, security of entire estate, lifts, generators, transformer, STP, Fire fighting equipment and all other equipment as well as the green areas, garden, playground, swimming pool, club house etc for 10 years from the date of completion of the project and for that the purchasers of all the four parties i.e. buyers of the land owners and buyers of the developers will pay a lump sum amount fixed by all the four parties to that company/firm. The land owners will pay the one time maintenance fee as explained above for those flats which would be retained by the land owners.

(xxiii) That the registration fee of membership of the club will be mandatory for all the buyers of the flats whether the buyer of the land owners or of the developers. However it will not be applicable on those flats which are being retained by the land owners. But whenever any of the land owner sales any of his retained flat to a buyer, the payment of club

Anjula Sinha 9/4/18
Rishi Vardhan 9/4/18
Smita Verma 9/4/18
Neela Sinha 9/4/18
Mala Sinha 9/4/18
Asha Vihar Properties Pvt. Ltd. 9/4/18 Managing Director
9/4/18
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9/4/18
9/4/18
9/4/18

membership fee will be payable by the buyer of the owner to the builder.

(xxiv) That after the completion of the project the developer will constitute an Association of flat owners as per The Bihar Apartment Ownership Act 2006. The constituted Association of flat owners will control the functions of the company / firm which would be authorised to maintain the functions of the entire estate as mentioned in paragraph (xxii).

(xxv) That the party of the first part, second part, third part i.e. the LAND OWNERS, hereby undertake not to sale, dispose of, alienate with the possession of the said landed property or part thereof save and except allowing and permitting the party of the fourth part i.e. the developers to development of the land property in accordance with the terms and conditions of this agreement.

(xxvi) That it is agreed that all costs, charges and legal expenses of and incidental to this development agreement including the stamp duty, court fee, registration charges etc, shall be borne and paid by the party of fourth part i.e. the Developers.

(xxvii) That the party of the fourth part i.e. the Developers strictly comply and follow with the approved provisions of Bihar Building Bye-Laws and rules made therein, the Bihar Apartment Ownership Act, 2006 and all other applicable Acts, with its rules and

Anjali Sinha 9/4/18

Managing Director

regulations & notifications made therein in relation to constructions of the intending building complex and the party of the fourth part will provide all civil including structural, electrical, plumbing, fire fighting, lifts, sanitary work including waste water management, overhead tank provisions for water supply, 24X7 hours, water pump with auto on and shut down, sewerage arrangements, etc. as per specification and amenities set out in the approved plan and agreed with the party of the 1st,2nd & 3rd part. The details are mentioned in Annexure-III.

(xxviii) That it has been agreed that the party of the first part, second part and third part i.e. the LAND OWNERS shall bear and pay all outstanding/ charges and dues of whatever nature, due and payable in respect of the aforesaid properties in the schedule including ground rent, property tax, electricity charges, municipal dues tax and other outstanding charges up to date of agreement. Thereafter, (form the date of this agreement) all rent, charges fees, etc shall be borne by the party of the fourth part i.e. the Developer. And the party of the fourth part i.e. the Developer will indemnify the LAND OWNERS against the same there after.

(xxix) That all the parties, the party of the first part, second part and third part i.e. the LAND OWNERS and the party of the fourth part i.e.

Asha Niwas Projects Pvt. Ltd.
Managing Director

the Developer agree that any betterment charges, cess, rent, or any levy etc. imposed by Bihar Government or any other public body or the Government, for development/ betterment of the area in which the said premises is located or any other levy becomes applicable during the currency of this agreement on the said premises or the building thereon, then the same shall be exclusively borne by the builder, the party of the fourth part in the built up area in newly constructed multi-storeyed building complex.

(xxx) That GST imposed by the Government of India on built-up area of the Share of Land owners Portion would be paid by the party of the first part, second part and third part i.e. the Land Owner. However on those flats which are being sold/booked by the land owner before completion of the project in that case GST will be paid by the buyers of those flats.

(xxxi) That it has been agreed that the party of the first part, second part and third part i.e. LAND OWNERS and/or their nominees/ allottees, successors, assigns, or transferees will have the same right, title, and interest to use and enjoy all common areas and facilities (as defined in the Bihar Apartment Ownership Act., 2006) of the building complex as the party of the fourth part i.e.

Arjun Singh 9/4/18
Rajmuna 9/4/18
Shiv Shankar Srivastava 9/4/18
Bhanu Sharma 9/4/18
Mithilesh Kumar 9/4/18
Rajiv Kumar 9/4/18
Rishi Kumar 9/4/18
Shiraj Kumar 9/4/18
Neelu Kumari 9/4/18
Sunil Kumar 9/4/18
Mata Sinha 9/4/18
Asha Villa Properties Pvt. Ltd.
Managing Director

Developer or the respective purchasers / buyers of all the parties.

(xxxii) That it has been agreed that the party of the fourth part i.e. the Developer and/ or their nominees, successor, allottees, 'transferees' will also be entitled to equitable undivided proportionate share in the lands as the party to the first part, second part and third part i.e. the LAND OWNERS and its nominees vice versa.

(xxxiii) Settlement of Disputes and Arbitration:

All disputes or differences, whatsoever, arising between the parties out of or relating to the construction, meaning and operation or effect of the agreement or the breach thereof, shall be settled by arbitration in Muzaffarpur. The number of arbitrators shall be three, to be appointed and nominated in the manner following:

(a) One arbitrator shall be appointed by the party of the first part, second part and third part i.e. the LAND OWNERS

(b) One arbitrator shall be appointed by the party of the fourth part i.e. the Developer

(c) And such appointed arbitrators shall jointly appoint the third arbitrator who shall act as the presiding arbitrator.

The award made in pursuance thereof shall be binding on the parties. The Arbitration fee will be equally shared by the Land Owners and the party of the fourth part i.e. Developer.

Asha Villa Properties Pvt. Ltd.
Managing Director

(xxxiv) That this agreement shall not ever be deemed to constitute a partnership of any sort between the parties hereto and there is no principal agent, employer and employees relationship, too between the party of the first part, second part and third part and party of the fourth part.

Rishnandan. 9/4/18
Shila Verma 9/4/18
Neelu Sinha 9/4/18
Mala Sinha 9/4/18
Anjali Sinha 9/4/18

Asian Wire Products Pvt. Ltd.
Managing Director

9/4/18
9/4/18
9/4/18
9/4/18
9/4/18

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9/4/18
9/4/18
9/4/18

SCHEDULE – A

SCHEDULE OF PROPERTY

A piece of Land within the limits of Muzaffarpur situated and lying in Vill- Paigambarpur Kolhua, P.S.- Ahiyapur Revenue Thana No. 482, Anchal – Kanti in the district of Muzaffarpur) bearing following other descriptions with a total area of 5acers 67 decimals in total approx. and the details of the same are as follows:-

R.S. Khata No	R.S. Plot	Area in Decimal	Boundary
985 (Nine Hundred Eighty Five)	2800 (Two Thousand Eight Hundred)	47 dec.	N- Plot No. 2799 S- Govt. Road E – Plot No 2801 W-Plot No 2799
	2801 (Two Thousand Eight Hundred One)	119 dec.	N- Plot No. 2799 S- Govt. Road E – Plot No 2802,2803 W-Plot No 2800, 2799
	2799 (Two Thousand Seven Hundred Ninety Nine)	241 dec.	N- Plot No. 2797,2798 & 2698 S- Govt. Road,Plot No-2800 & 2801 E – Plot No 2803,2804 W-Plot No 2696, 2697
	2698 (Two Thousand Six Hundred Ninety Eight)	137 dec.	N- Plot No. 2701 S- Plot No- 2799 E – Plot No 2794,2795 2796 & 2797 W-Plot No 2695, 2699
783 (Seven Hundred Eighty Three)	2697 (Two Thousand Six Hundred Ninety seven)	23 dec.	N- Plot No-2698 S- Plot No-2799 E-Plot No-2698,2799 W- Plot No- 2696

Total Area: 5 Acres 67 Decimals

Type of land is Residential purpose for residential flats. No other purpose.

Value of the land –	Rs. 24,09,75,000/-
Value of the boundary-	Rs. 15,00,000/-
Total Value -	Rs. 24,24,75000/-

IT HAS FURTHER BEEN AGREED BETWEEN THE PARTIES i.e. PARTY TO THE FIRST,SECOND,THIRD, AND FOURTH PART THAT AFTER THE COMPLETION OF THE AGREEMENT PART THE FOLLOWING POINTS WILL BE CONSIDERED BY THE DEVELOPER (PARTY TO THE FOURTH PART) DURING THE COURSE OF FOUNDATION, ERECTION OF TOWER, COMPLETION AND DELIVERY OF POSSESSION i.e. STEP BY STEP

- SOIL REPORT
- SECURITY FOR INDIVIDUAL TOWERS, LANE, ROAD, PARKING,ENTERANCE,EXIT AND OTHER PLACES
- CONSTRUCTION
- RAW MATERIAL TESTING UNIT
- SEWERAGE
- STREET LIGHT
- RAIN WATER HARVESTING UNIT
- EGRESS – INGRESS OF VECHILES
- GARDENING
- WASTE MANAGEMENT
- ROAD SPECIFICATION
- SERVICE LANE SPECIFICATION
- FIRE MANAGEMENT
- LEGAL FIRM / APPOINTEMENT OF ARBITRATOR
- MAINTENANCE

- TO INVOLVE AND FORM SUBSIDIARIES COMPANY / FIRM FOR MAINTENANCE
- LIFT / INSTALLATION OF SERVICE LIFTS FOR CARRYING HOUSE HOLD MATERIALS
- ALINGMENT OF LAND AND BUILDING
- PLAYGROUNDS
- MAINTENANCE OF CLUB, GYM, SPA AND OTHERS
- TO FORM A SALE UNIT TO DEAL WITH INTENDING PURCHASERS AS WELL AS TO PROVIDE AND FACILITATE BANK LOAN AND OTHERS.
- INSTALLATION AND MAINTENANCE OF DG SET FOR INDIVIDUAL TOWERS

Asha Vihar Properties Pvt. Ltd.
Managing Director

Annexure – I

The Schedule of property sharing between the Land Owners and the Developers:

Owner's Portion :-

Owner's Name	Tower No	Floor No	Flat No	Carpet Area(Sq.ft)
1 Rabi Shanker Srivastava	1	1	107	903
	1	3	303	967
	1	9	901	786
	2	1	108	903
	2	2	201	649
	2	4	403	967
	2	6	602	649
	2	6	604	967
	2	7	707	903
	2	9	906	786
	3	9	903	967
	4	1	103	967
	4	3	301	649
	4	6	602	649
	4	7	707	967
	4	9	906	786
	5	2	208	967
	5	4	405	651
	5	5	504	903
	5	6	602	649
	5	6	606	651
	5	9	903	903
	6	2	202	649
	6	4	407	967
	6	6	603	903
	6	7	701	649
	6	9	904	903
	6	9	906	649
	7	1	102	961
	7	3	303	631
	7	7	701	961
	8	2	204	649
	9	1	103	628
	9	2	201	649
	9	5	506	903

9	8	804	649
10	2	201	649
10	4	404	649
10	9	903	628
10	9	906	903
11	4	402	328

2. Bhanu Shanker Srivastava

1	2	206	649
1	5	503	967
1	5	508	903
1	9	905	649
2	2	202	649
2	2	204	967
2	3	307	903
2	4	405	786
2	7	701	649
2	9	908	903
3	1	103	967
3	2	205	649
3	4	402	786
3	9	908	967
4	1	104	967
4	4	402	649
4	4	406	786
4	6	604	967
5	2	201	649
5	4	403	903
5	7	703	903
5	9	907	967
6	1	107	967
6	2	205	649
6	5	504	903
6	5	508	967
6	6	606	649
6	9	901	649
7	3	301	961
7	9	902	961
8	3	302	649
9	1	107	903
9	2	205	649
9	4	402	649
9	4	403	628
9	9	902	649

Asha Wool Properties Pvt. Ltd.

10	1	105	649
10	5	502	649
10	5	507	903
10	9	904	649
11	5	502	328

3. Aditya Shanker Srivastava

1	2	202	786
1	5	507	903
1	7	704	967
1	9	908	903
2	1	106	786
2	5	508	903
2	6	601	649
2	9	903	967
3	1	108	967
3	9	901	786
4	1	102	649
4	3	308	967
4	4	404	967
4	4	405	786
4	6	601	649
4	9	903	967
5	2	204	903
5	4	402	649
5	4	407	967
5	6	605	651
5	6	608	967
5	9	906	651
6	3	303	903
6	4	401	649
6	7	702	649
6	7	707	967
6	9	905	649
6	9	908	967
7	5	502	961
7	5	504	631
8	6	601	649
8	7	703	649
9	1	102	649
9	4	404	649
9	6	601	649
9	6	603	628

Anjula Sinha 3.4.18

Rishi Upadhyay 3.4.18

Shilpa Verma 3.4.18

Neelam Sinha 3.4.18

Maya Sinha 3.4.18

Asha Ispat Pvt. Ltd. Managing Director 3.4.18

Ramjeevan 3.4.18

Mithilesh Kumar 3.4.18

Abhijit Kumar 3.4.18

Mukund Kumar 3.4.18

Robin Shanker Srivastava 3.4.18

Bhanu Shanker Srivastava 3.4.18

9/11/18

Abhishek Kumar 9/11/18

	9	9	907	903
	10	1	106	903
	10	4	405	649
	10	5	501	649
	11	7	702	328

4. Pankaj Kumar

1	9	902	786
1	9	904	967
2	1	107	903
2	9	901	649
3	3	303	967
4	1	108	967
4	6	603	967
4	9	905	786
5	2	202	649
5	4	408	967
5	9	904	903
6	1	105	649
6	2	207	967
6	9	903	903
7	1	101	961
7	9	903	631
8	6	602	649
9	2	202	649
9	2	203	628
9	4	405	649
9	5	507	903
10	2	202	649
10	2	205	649
10	9	905	649
11	4	403	288

5. Niraj Kumar

1	4	404	967
2	2	205	786
2	3	308	903
2	4	401	649
2	9	904	967
3	1	101	786
3	9	904	967
4	1	107	967
4	5	501	649
5	2	206	651
5	4	404	903

5	9	908	967
6	2	201	649
6	2	204	903
6	7	708	967
7	1	103	631
7	7	702	961
9	4	401	649
9	6	604	649
9	9	906	903
10	1	103	628
10	2	204	649
10	5	505	649
10	9	901	649
11	7	701	290

6. Dhiraj Kumar

1	1	108	903
2	2	203	967
2	4	406	786
2	5	507	903
2	9	902	649
3	2	206	649
3	3	308	967
4	1	105	786
4	4	403	967
5	2	203	903
5	4	406	651
5	6	607	967
5	9	905	651
6	4	402	649
6	4	403	903
6	9	907	967
7	3	304	631
7	5	501	961
8	3	304	649
8	9	902	649
9	6	602	649
9	8	805	649
10	7	701	649
10	9	907	903
11	7	703	288

7. Manish Kumar

1	4	402	786
1	4	406	649

Mrigesh Sinha 9/4/18
Shiva Verma 9.4.18
Neelu Sinha 9.4.18
Mala Sinha 9.4.18
Ashi Villa Properties Pvt. Ltd. 9/4/18
Managing Director

Rabi Shankar Srivastava 9.4.18
Ram Sanjivan 9/4/18
Mrigesh Kumar 9.4.18
Dhiraj Kumar 9.4.18
Manish Kumar 9.4.18
Iftekar Kumar 9/4/18

1	6	608	903
1	9	906	649
2	6	603	967
2	7	708	903
2	9	905	786
3	6	606	649
3	9	907	967
4	1	106	786
4	4	407	967
4	7	701	649
5	2	207	967
5	7	704	903
5	9	901	649
6	5	507	967
6	6	605	649
7	3	302	961
7	5	503	631
8	1	103	649
9	1	106	903
9	9	901	649
10	5	506	903
10	7	702	649
11	6	603	288

Anjali Sinha 9.4.18

9.4.18 Bhimsadhwa.

Shilpa Verma 9.4.18

Neelam Sinha 9.4.18

Mala Sinha 9.4.18

Ashu Vihar Properties Pvt. Ltd.

Managing Director

8. Ashish Kumar

1	1	103	967
1	4	408	903
1	9	907	903
2	3	302	649
2	4	404	967
2	9	907	903
3	6	605	649
3	9	902	786
4	1	101	649
4	5	508	967
4	9	902	649
4	9	904	967
5	2	205	651
5	5	503	903
5	9	902	649
6	3	308	967
6	4	406	649
6	6	604	903
7	7	704	631

Bhagwan Shankar Jaiswal 9.4.18

Bhanu Sharma 9.4.18

9.4.18

Ashish Kumar 9.4.18

	7	9	901	961
	8	3	301	649
	9	2	204	649
	10	1	107	903
	10	9	902	649
	11	5	503	288
Jointly to Owner no 1 to 3	11	2	entire floor	1451
Jointly to Owner no 4 to 8	11	3	entire floor	1451

9 to 13 Rajan Kr Srivastava, Sheela Verma, Neela Sinha Mala Sinha & Anjula Sinha	1	2	201	786
	1	2	204	967
	1	2	205	649
	1	2	208	903
	1	7	707	903
	1	8	802	786
	8	2	201	649
	8	4	403	649
	8	5	502	649
	8	6	604	649
	8	9	901	649

Name of Owner	Garage No	Carpet Area (Sq.ft)
1.Rabi Shanker Srivastava	A-4	466
	A-3	143
	C-22	211
2.Bhanu Shanker Srivastava	B-11	466
	C-31	191
	C-32	191
3.Aditya Shanker Srivastava	B-14	466
	C-33	191
	C-34	191
Jointly to owners no 1 to 3	B- 8	50
4.Pankaj Kumar	B-16	474
5.Niraj kumar	B-17	474
6.Dhiraj Kumar	B-18	474
7.Manish Kumar	B-19	474
8.Ashish Kumar	B-20	474
Jointly to Owner no 4 to 8	C-23	194
	B- 9	43
10. Smt. Sheela Verma	A-2	143

Asha Vihar Properties Pvt. Ltd.

Annexure – II

Developer's Portion :-

Tower No	Floor No	Flat No	Carpet Area(Sft)
1	1	101	786
1	3	301	786
1	4	401	786
1	5	501	786
1	6	601	786
1	7	701	786
1	8	801	786
1	1	102	786
1	3	302	786
1	5	502	786
1	6	602	786
1	7	702	786
1	2	203	967
1	4	403	967
1	6	603	967
1	7	703	967
1	8	803	967
1	9	903	967
1	1	104	967
1	3	304	967
1	5	504	967
1	6	604	967
1	8	804	967
1	1	105	649
1	3	305	649
1	4	405	649
1	5	505	649
1	6	605	649
1	7	705	649
1	8	805	649
1	1	106	649
1	3	306	649
1	5	506	649
1	6	606	649
1	7	706	649
1	8	806	649
1	2	207	903
1	3	307	903
1	4	407	903
1	6	607	903

Anjali Sinha 9.7.18
Rajnandan 9/7/18 Rajnandan 9/7/18 Shila Verma 9/7/18
Mitaji Kumar 9/7/18 Neelu Sinha 9/7/18
Bablu Shankar Bhandari 9/7/18 Bhuvaji Kumar 9/7/18 Asha Hill Developers Pvt. Ltd.
Ghanshyam Gupta 9/7/18 Mahesh Kumar 9/7/18 Managing Director
Ashok Kumar 9/7/18

1	8	807	903
1	3	308	903
1	7	708	903
1	8	808	903
2	1	101	649
2	3	301	649
2	5	501	649
2	8	801	649
2	1	102	649
2	4	402	649
2	5	502	649
2	7	702	649
2	8	802	649
2	1	103	967
2	3	303	967
2	5	503	967
2	7	703	967
2	8	803	967
2	1	104	967
2	3	304	967
2	5	504	967
2	7	704	967
2	8	804	967
2	1	105	786
2	3	305	786
2	5	505	786
2	6	605	786
2	7	705	786
2	8	805	786
2	2	206	786
2	3	306	786
2	5	506	786
2	6	606	786
2	7	706	786
2	8	806	786
2	2	207	903
2	4	407	903
2	6	607	903
2	8	807	903
2	2	208	903
2	4	408	903
2	6	608	903
2	8	808	903
3	2	201	786
3	3	301	786
3	4	401	786
3	5	501	786

Anjula Sinha 9/4/18

Asha Vihar Properties Pvt. Ltd.
Managing Director

3	6	601	786
3	7	701	786
3	8	801	786
3	1	102	786
3	2	202	786
3	3	302	786
3	5	502	786
3	6	602	786
3	7	702	786
3	8	802	786
3	2	203	967
3	4	403	967
3	5	503	967
3	6	603	967
3	7	703	967
3	8	803	967
3	1	104	967
3	2	204	967
3	3	304	967
3	4	404	967
3	5	504	967
3	6	604	967
3	7	704	967
3	8	804	967
3	1	105	649
3	3	305	649
3	4	405	649
3	5	505	649
3	7	705	649
3	8	805	649
3	9	905	649
3	1	106	649
3	3	306	649
3	4	406	649
3	5	506	649
3	7	706	649
3	8	806	649
3	9	906	649
3	1	107	967
3	2	207	967
3	3	307	967
3	4	407	967
3	5	507	967
3	6	607	967
3	7	707	967
3	8	807	967
3	2	208	967

Arjuda Sinha 9/4/18

Rustom Sinha 9/4/18

Shila Verma 9/4/18

Neelu Sinha 9/4/18

Mala Sinha 9/4/18

Asha Vihar Properties Pvt. Ltd.

Managing Director

9/4/18

Pawan Kumar 9/4/18

Mintoj Kumar 9/4/18

Dhiraj Kumar 9/4/18

Mukesh Kumar 9/4/18

Rohit Shankar Srivastava 9/4/18

Shalini Singh 9/4/18

9/4/18

Jagdish Kumar 9/4/18

3	4	408	967
3	5	508	967
3	6	608	967
3	7	708	967
3	8	808	967
4	2	201	649
4	4	401	649
4	8	801	649
4	9	901	649
4	2	202	649
4	3	302	649
4	5	502	649
4	7	702	649
4	8	802	649
4	2	203	967
4	3	303	967
4	5	503	967
4	7	703	967
4	8	803	967
4	2	204	967
4	3	304	967
4	5	504	967
4	7	704	967
4	8	804	967
4	2	205	786
4	3	305	786
4	5	505	786
4	6	605	786
4	7	705	786
4	8	805	786
4	2	206	786
4	3	306	786
4	5	506	786
4	6	606	786
4	7	706	786
4	8	806	786
4	2	207	967
4	3	307	967
4	5	507	967
4	6	607	967
4	8	807	967
4	9	907	967
4	2	208	967
4	4	408	967
4	6	608	967
4	7	708	967

Anjuli Sinha 9/4/18

Rishi Vashisht 9/4/18

Shila Verma 9/4/18

Neela Sinha 9/4/18

Mala Sinha 9/4/18

Asia Star Properties Pvt. Ltd.
9/4/18
Managing Director

9/4/18

9/4/18

9/4/18

9/4/18

9/4/18

9/4/18

9/4/18

9/4/18

9/4/18

4	8	808	967
4	9	908	967
5	1	101	649
5	3	301	649
5	4	401	649
5	5	501	649
5	6	601	649
5	7	701	649
5	8	801	649
5	1	102	649
5	3	302	649
5	5	502	649
5	7	702	649
5	8	802	649
5	1	103	903
5	3	303	903
5	6	603	903
5	8	803	903
5	1	104	903
5	3	304	903
5	6	604	903
5	8	804	903
5	1	105	651
5	3	305	651
5	5	505	651
5	7	705	651
5	8	805	651
5	1	106	651
5	3	306	651
5	5	506	651
5	7	706	651
5	8	806	651
5	1	107	967
5	3	307	967
5	5	507	967
5	7	707	967
5	8	807	967
5	1	108	967
5	3	308	967
5	5	508	967
5	5	708	967
5	8	808	967
6	1	101	649
6	3	301	649
6	5	501	649
6	6	601	649
6	8	801	649

Anjula Sinha 9/4/18

Asha Vihar Projects Pvt. Ltd.
Managing Director

6	1	102	649
6	3	302	649
6	5	502	649
6	6	602	649
6	8	802	649
6	9	902	649
6	1	103	903
6	2	203	903
6	5	503	903
6	7	703	903
6	8	803	903
6	1	104	903
6	3	304	903
6	4	404	903
6	7	704	903
6	8	804	903
6	3	305	649
6	4	405	649
6	5	505	649
6	7	705	649
6	8	805	649
6	1	106	649
6	2	206	649
6	3	306	649
6	5	506	649
6	7	706	649
6	8	806	649
6	3	307	967
6	6	607	967
6	8	807	967
6	1	108	967
6	2	208	967
6	4	408	967
6	6	608	967
6	8	808	967
7	2	201	961
7	4	401	961
7	6	601	961
7	8	801	961
7	2	202	961
7	4	402	961
7	6	602	961
7	8	802	961
7	2	203	631
7	4	403	631
7	6	603	631
7	7	703	631

Asha Vihar Properties Pvt. Ltd.
Managing Director

6	1	102	649
6	3	302	649
6	5	502	649
6	6	602	649
6	8	802	649
6	9	902	649
6	1	103	903
6	2	203	903
6	5	503	903
6	7	703	903
6	8	803	903
6	1	104	903
6	3	304	903
6	4	404	903
6	7	704	903
6	8	804	903
6	3	305	649
6	4	405	649
6	5	505	649
6	7	705	649
6	8	805	649
6	1	106	649
6	2	206	649
6	3	306	649
6	5	506	649
6	7	706	649
6	8	806	649
6	3	307	967
6	6	607	967
6	8	807	967
6	1	108	967
6	2	208	967
6	4	408	967
6	6	608	967
6	8	808	967
7	2	201	961
7	4	401	961
7	6	601	961
7	8	801	961
7	2	202	961
7	4	402	961
7	6	602	961
7	8	802	961
7	2	203	631
7	4	403	631
7	6	603	631
7	7	703	631

Asha Ram Properties Pvt. Ltd.
Managing Director

7	8	803	631
7	1	104	631
7	2	204	631
7	4	404	631
7	6	604	631
7	8	804	631
7	9	904	631
8	1	101	649
8	4	401	649
8	5	501	649
8	7	701	649
8	8	801	649
8	1	102	649
8	2	202	649
8	4	402	649
8	7	702	649
8	8	802	649
8	2	203	649
8	3	303	649
8	5	503	649
8	6	603	649
8	8	803	649
8	9	903	649
8	1	104	649
8	4	404	649
8	5	504	649
8	7	704	649
8	8	804	649
8	9	904	649
9	1	101	649
9	3	301	649
9	5	501	649
9	7	701	649
9	8	801	649
9	3	302	649
9	5	502	649
9	7	702	649
9	8	802	649
9	3	303	628
9	5	503	628
9	7	703	628
9	8	803	628
9	9	903	628
9	1	104	649
9	3	304	649
9	5	504	649
9	7	704	649

Anjula Sinha 9/4/18

Bhanumoorthy 9/4/18

Shila Verma 9/4/18

Neelu Semwal 9/4/18

Mala Sinha 9/4/18

Asha Vihar Properties Pvt. Ltd.

Managing Director

9/4/18

9	9	904	649
9	1	105	649
9	3	305	649
9	5	505	649
9	6	605	649
9	7	705	649
9	9	905	649
9	2	206	903
9	3	306	903
9	4	406	903
9	6	606	903
9	7	706	903
9	8	806	903
9	2	207	903
9	3	307	903
9	4	407	903
9	6	607	903
9	7	707	903
9	8	807	903
10	1	101	649
10	3	301	649
10	4	401	649
10	6	601	649
10	8	801	649
10	1	102	649
10	3	302	649
10	4	402	649
10	6	602	649
10	8	802	649
10	2	203	628
10	3	303	628
10	4	403	628
10	5	503	628
10	6	603	628
10	7	703	628
10	8	803	628
10	1	104	649
10	3	304	649
10	5	504	649
10	6	604	649
10	7	704	649
10	8	804	649
10	3	305	649
10	6	605	649
10	7	705	649
10	8	805	649
10	2	206	903

Anjila Sinha 9/4/18

Rosinadhra. 9/4/18

Shila Verma 9/4/18

Neela Sankhe 9/4/18

Mala Sinha 9/4/18

Asha Uttam Properties Pvt. Ltd.

Authorised Director

10	3	306	903
10	4	406	903
10	6	606	903
10	7	706	903
10	8	806	903
10	2	207	903
10	3	307	903
10	4	407	903
10	6	607	903
10	7	707	903
10	8	807	903
11	Gr	entire floor	1451
11	1	entire floor	1438
11	4	401	290
11	5	501	290
11	6	601	290
11	6	602	328

Anjali Sinha 9/4/18

Rustom Motafa. 9/4/18

Shiba Verma 9/4/18

Neela Sinha 9/4/18

Mala Sinha 9/4/18

Asia Vinyl Products Pvt. Ltd.

Director 9/4/18

Developer's Portion	Garage No	Carpet Area(Sq.ft)
	A-1	466
	B-5	264
	B-6	328
	B-7	264
	B-10	57
	B-12	313
	B-13	313
	B-15	648
	B-21	493
	C-24	203
	C-25	203
	C-26	317
	C-27	312
	C-28	210
	C-29	210
	C-30	312

Ramu Kumar 9/4/18

Niraj Kumar 9/4/18

Niraj Kumar 9/4/18

Rahi Shankar Sinha 9/4/18

Bharat Sharan 9/4/18

9/4/18

Ajit Kumar 9/4/18

Tower No	Floor No	Carpet Area(Sq.ft)
Nursery	Gr to 3rd	6028

Annexure- III

SPECIFICATIONS

Type of structure: Earthquake resistance RCC frame structure with 10" thick outer & 5"thick internal brick wall.

Internal wall Finish: All internal walls will be cement plaster, double coat putty application and finally painted with plastic paint of Dulux, Nerolac , Asian or equivalent.

External wall Finish: All external walls will be cement plaster, double coat putty application and finally painted with all-weather paint of Dulux, Nerolac , Asian or equivalent.

Living/dining/lobby/master bedroom/bedrooms/Flooring:

Vitrified tiles of Somany, Kajaria, Johnson or equivalent brand and matching skirting in all rooms with optional provision of wooden laminated flooring with matching skirting in only one master bedroom.

Drawing/Dining/living/ and lobby- plastic emulsion paint over putty punning of Dulux, Nerolac , Asian or equivalent.

Doors and windows: Internal Frame (Chaukhat) in teak hardwood frame and ISI marka flush door of century, Duro, Mayur or equivalent brand with mica top

from both side. External window shutter frame of powder quoted Aluminium/CPVC with glass shutter.

Toilets:

Walls: combination of glazed tiles of Somany, Kajaria, Johnson or equivalent brand upto 7' height.

Floor: Antiskid titles.

Fittings/ fixtures: white vitreous chinaware English WC with low level cistern; Flexi hand jet of water, wash basin , all taps, shower fitting of standard brand like Jaquar /kohler/ Hindware/ Parryware etc. for hot and cold water. Hot and cold water fitting may be provided on extra payment in basin, kitchen etc.

Kitchen:

Wall : Ceramic tiles up to 3' from slab and above tiles, oil bound distemper.

Floor: Antiskid tiles

Working counter: Final polished granite

Fittings/fixtures: Stainless steel sink with drain board with CP fittings of Jaquar /kohler/ Hindware/ Parryware etc.

Modular kitchen: fittings with electric chimney and exhaust fan. On demand extra cost and extra price payment by the prospective occupants.

Electrical: All internal Electrical with multi strand copper wiring in concealed PVC conduits. Wiring will be concealed and suitable for 3 phase supply in

accordance with rules and regulation of Bihar State Electricity Board in force at that time. If Bihar Electricity Board need to erect transformer the same may be applied for with decision from Bihar state Electricity Board. The wire and switches used will be of brands like Finolex, Anchor, Havells or equivalent.

Electric Connection/ Meter: Extra cost as per requirement at the time of possession in individual allottee's name and all meter will be separate in each flat with discussion and permission form Bihar State Electricity Board/Existing power distribution company.

One cable/Disk TV (without connection) and one Telephone point (without connection) will be provided in drawing/dining/living area in each flat.

*15 amp power point will be provided in all rooms and drawing/dining/living/ area for A.C or cooler or heater.

And in each toilet, kitchen, each room will have one fan point, one tube point, one light point and one 5 amp plug point at common wall of bedrooms & two near bedside, with one foot lamp point in all rooms.

Power Back up : 100% electric power back up for common areas, i.e. lifts, street lights, parking area etc one Fan, one Light in each room and kitchen and one fridge, one KVA power backup in each apartment

Water Supply :Two submersible pump operated on mains and generators to run 24x7 hours water supply from tube well to overhead tank with auto 'ON & 'OFF' sensor running of water motor through pump to

overhead tank. Hot and cold water supply GI/PPR fitting (without geyser) in toilet, kitchen.

Overhead tank and provision of R.O. water connection point in kitchen. Provision for solar system for the supply of Hot water to the flats on demand and extra cost and price payment.

Lifts :Two automatic lifts out of which one will be of stature size

Common area Lighting : Adequate lighting for the whole building premises with solar/generator backup.

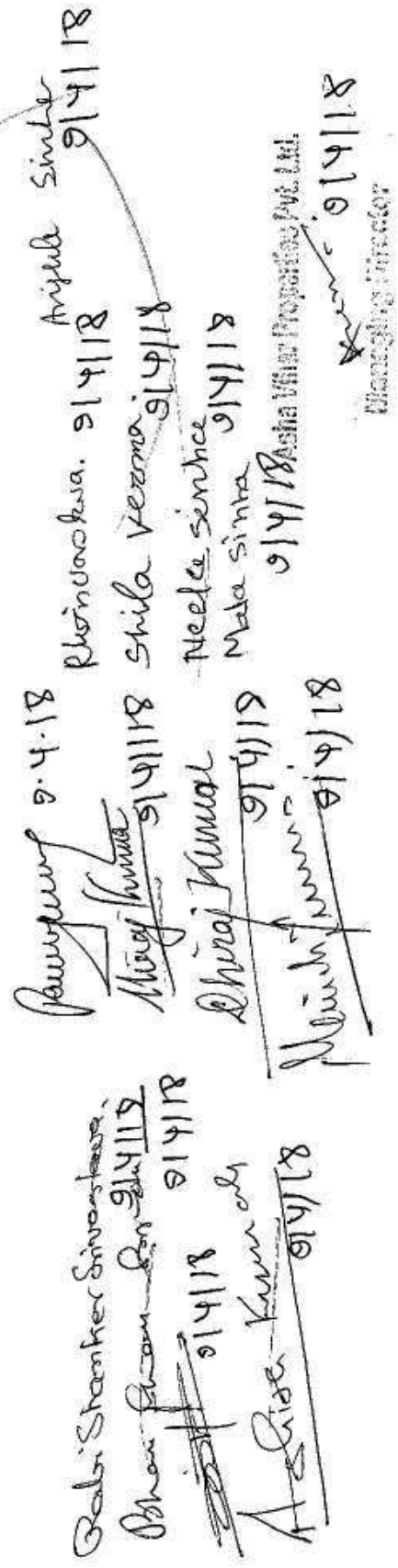
Terrace :Waterproofed and heat proofed with provision of terrace garden and garden night lamp points

Intercom/CC CAMERA: EPABX point (one) will be in drawing/living room of each apartment. CC Camera will be installed for security purpose.

Generator: Noise free generator up to One KW power back up in each flat.

Cup Boards: Wood work with teak veneered/mica finish on extra payment.

Note: Above technical specification may change as per advice of architect or technical consultant and as per rule with due consultation with the First, Second & Third party, owners. The promoters will have right to implement the changes if any, in the working drawing of the building. In case of any change to be done at the request of the individual flat owner it will be done at extra cost. Drawing/ map will be displayed at the working site at the appropriate location.



IN WITNESS WHEREOF the parties hereto of the first part, second part and third part and of the fourth part, have duly executed and signed these presents duly on the day, month and year first above written.

Signed and delivered by the party of the first part, second part and third part i.e. the LAND OWNERS.

Ravi Shankar Srivastava.
Bhanu Ram Gupta

Pawan Kumar
Miraj Kumar
Dhiraj Kumar
Mukesh Kumar
Ashish Kumar

Rhoni vaghela.
Shila Verma.
Neelam sinha
Mala sinha
Anjula Sinha

Anjula Sinha 8/4/18
Rhoni vaghela 8/4/18
Shila Verma 8/4/18
Neelam Sinha 8/4/18
Mala sinha 8/4/18

Pawan Kumar 8/4/18
Miraj Kumar 8/4/18
Dhiraj Kumar 8/4/18
Mukesh Kumar 8/4/18

Ravi Shankar Srivastava 8/4/18
Bhanu Ram Gupta 8/4/18
Ashish Kumar 8/4/18

Signed and delivered by the party of the fourth part i.e. the Developer. M/S Asha Vihar Properties Pvt. Ltd. Muzaffarpur through its Managing Director, Sri Ashwini Kumar Gupta.

Asha Vihar Properties Pvt. Ltd.

Managing Director

WITNESS : 1. गोविन्द पासवान
पिता स्व० शीतला पासवान
सा० कोल्हुआ पीरामपुर
मुजफ्फरपुर 9/4/18

2. गंगा पवन कुमार
पिता स्व० विश्वनाथ महतो
सा० दामोदरपुर
थाना कोठी
मुजफ्फरपुर
9/4/18

Rashi Shantkar Shrivastava 9/4/18
Bhanu Shanu Srivastava 9/4/18

Rishi Kumar 9/4/18
Abhishek Kumar 9/4/18

Rishi Kumar 9.4.18 Anjali Sinha 9/4/18
Shiv Kumar 9.4.18 Shila Verma 9.4.18
Abhishek Kumar 9.4.18 Neela Sinha 9.4.18
Abhishek Kumar 9.4.18 Neela Sinha 9.4.18

Asha Vihar Properties Pvt. Ltd. 9/4/18
Managing Director

Received this deed by Payment
Rupees 1,70,000/- Cash Pay Khata
No 4430 dated 9/4/18

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.	4850500/-	Amt.Paid By N.J Stamp Paper	Rs.	500/-
Addl.Stamp duty paid under Municipal Act	Rs.	0/-	Amt.paid through Bank Challan	Rs.	4918025/-

Registration Fee

FEE PAID

A1	61000	C	0	H1b	0	K1a	0	Lii	0
A8	0	D	0	H2	0	K1b	0	Liii	0
A9	0	DD	0	I	5000	K1c	0	Mb	25
A10	0	E	0	J1	0	K2	0	Na	0
B	0	H1a	0	J2	0	Li	0		
								TOTAL-	66025

LLR + Proc Fee		Service Charge
LLR	0	2000
Proc.Fee	0	
Total	0	

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 68025

Registering Officer
Muzaffarpur

Date: 09/04/2018

Endorsement under section 52

Presented for registration at Registration Office, Muzaffarpur on Monday, 09th April 2018 by Rabi Shanker Srivastava Late Vijay Kumar Srivastava by profession Agriculture. Status - Executant

Rabi Shanker Srivastava

Signature/L.T.I. of Presentant **Date:09/04/2018**

Registering Officer
Muzaffarpur

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Nagendra Paswan' age '49' Sex 'M', 'Jaga Paswan', resident of 'Kolhua Paigambarpur, Ps- Ahiyapur, Muz.'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Muzaffarpur

Date : 09/04/2018

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Muzaffarpur in Book 1 Volume No. 78 on pages on 433 -484, for the year 2018 and stored in CD volume No. CD-12 year 2018 .The document no. is printed on the Front Page of the document.

स्कैण्ड किया गया
Sharad
डॉटा ऑपरेटर

Registering Officer
Muzaffarpur

Date : 09/04/2018

Token No. : 5792 Year : 2018 S.No. : 5613 SCORE Ver.4.1 Deed No . :d No . : 5443