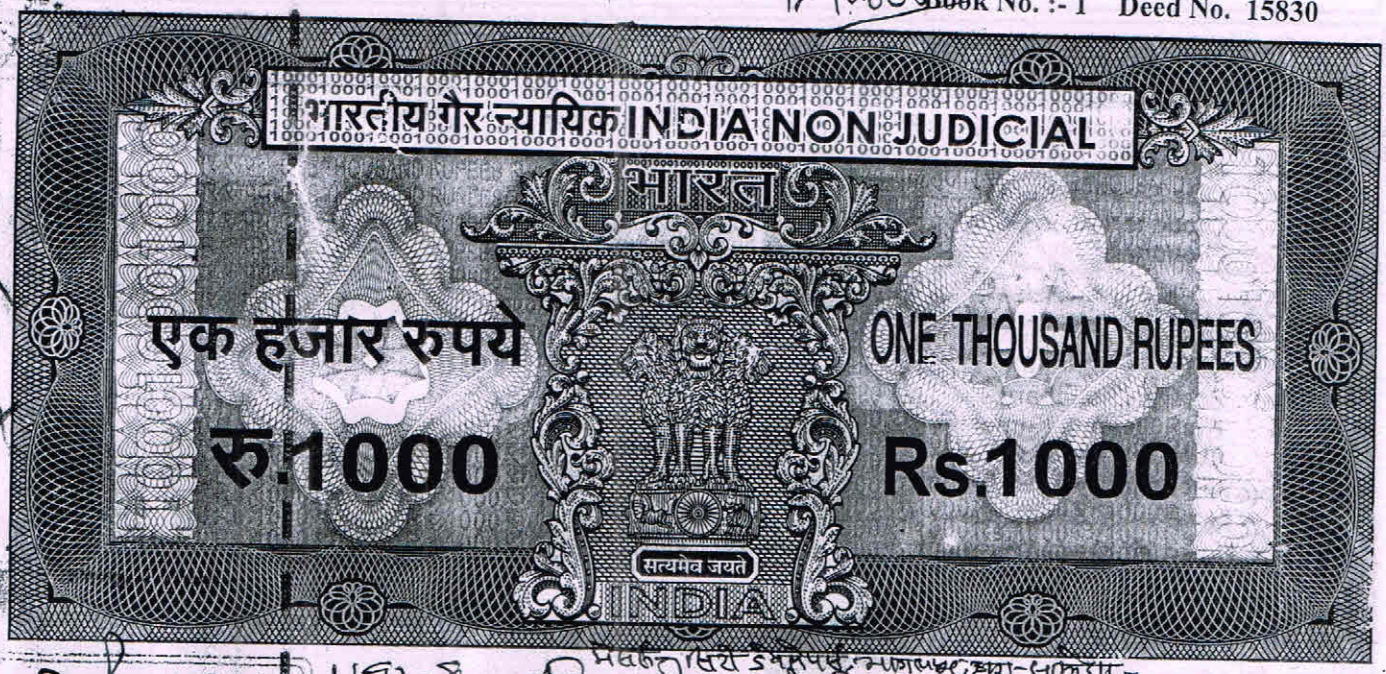
Serial No. 15782 Book No. :- 1 Deed No. 15830



बिहार BIHAR K 026974

Serial No. 15782
09 JUL 2013

Deed No. 15830
मुद्रांक विक्रेता
अनुज्ञप्ति सं-08/2003
कचहरी, भागलपुर

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

This document was presented for registration on 29/10/2013 by Souma Choudhary Alias Soumya Kumar Choudhari Alias Gopal Choudhari

A Stamp Duty of Rs. 297680/- and other Fees of Rs. 20445/- has been paid in it.

The document was found admissible. The Names, Photographs, Fingerprints and Signatures of the Executants and their Identifier, who have admitted execution before me, are affixed on the reverse page.

The document has been registered as Deed No. 15830 in Book No. 1, Volume No. 220 on pages from 38 to 52 and has been preserved in total 15 pages in C.D. No. 34 / Year 2013

Date: 12/11/2013 Token No: 16665 /2013

Signature with Date
(Satyanarayan Choudhary)
Registering Officer, Bhagalpur

DEVLOPMENT AGREEMENT

This agreement is made and entered into on this 28 th. day of October 2013 at Bhagalpur.

1. Sri Souma Choudhari alias Soumya Kumar Choudhari alias Gopal

Soumya Chaudhari @ Gopal Chaudhari 28.10.13

District Registry Office,Bhagalpur

Token Number 16665 | Reg. Year 2013 | Serial Number | Deed Number

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Executant	Souma Choudhary Alias Soumya Kumar Choudhari Alias Gopal Choudhari						
Sig.	Soumya Chaudhri @ Soumya Kumar Chaudhri @ Gopal Chaudhari 29.10.13						
Presented By	Souma Choudhary Alias Soumya Kumar Choudhari Alias Gopal Choudhari						
Sig.	Souma Chaudhri @ Soumya Kumar Chaudhari @ Gopal Chaudhari 29.10.13						
Claimant	Atul Dhandhania						
Sig.	29/10/13						
Claimant	Girdhari Lal Kejriwal						
Sig.	Girdhari Lal Kejriwal 29.10.2013						
Identified By	Niranjan Kumar						
Sig.	Niranjan Kumar 29/X/13						

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Choudhari son of Late Bibhuti Bhushan Choudhari (for self and as duly authorised attorney holder for & on behalf of his brother and sisters namely Sudipta Kumar Choudhary, Dr. Krishna Sinha alias Choudhari, Dr. Gopa Choudhari and Dr. Kaveri Haldar [redacted] all son & daughters of Late B. B. Choudhari, vide Regd. General Power of Attorney dated 25.04.2013, vide Book no. 4, Deed no. 63, Token no. 7735, Serial no. 7314, Page no. 1 to 8, CD no. 1/year 2013 of District Registry office, Bhagalpur), all by faith Hindu, by occupation business, practioner etc. resident of mohalla Moshakchak, Mahatma Gandhi Road, P.S- Kotwali, presently Adampur, Town & District of Bhagalpur, here in after called and/or referred to as **" LAND OWNER"** (which expression shall unless it is repugnant to the context shall mean and include his/their heirs, legal representatives, successors and assigns of the **First Part .**

Soumya Chaudhari @ Gopal Chaudhari 28.10.13

Soumya Chaudhari @ Gopal Chaudhari 28.10.13

AND

2. m/s- **"CITY DEVELOPERS"** a partnership firm, having its place of business at Bansikunj, Dr. R. P. Road, P.S- Adampur, Bhagalpur. Through its **joint partners namely 1. Sri Girdhari Lal Kejriwal** son of Late Mahabir Prasad Kejriwal, resident of Sarai, P.S- Tatarpur, Bhagalpur **and no. 2 Sri Atul Dhandhania** son of Late Mahabir Prasad Dhandhania, resident of D.N.Singh Road, P.S- Kotwali, Town & District – Bhagalpur, hereinafter referred to as **"Developer/Builder"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its executors, successors, administrators and assigns) of the **other part.**

WHEREAS one Souma Choudhari alias Soumya Kumar Choudhari alias Gopal Choudhari (party hereto of the First Part (represented personally and though attorney holder herein) along with his brother and uncle namely Sudipta Kumar choudhari and Ajit Kumar Choudhari (now deceased) acquired jointly by purchase, the entire area of 5883 sq. feet homestead land, equal to 8 Cottah 3 Dhurs 8 Dhurkies approx. by the measurement of 720 sq. feet = 1 Cottah, situated at mohalla Mosakchak, Mahatma Gandhi Road, P.S- Kotwali, presently Adampur, within

Bhagalpur Municipal Corporation, bearing its part of old holding no. 22, 70,71 and 72 and present part of holding no. 98 and 117, under old ward no. 1/5 and present ward no. 23 , Town & District Bhagalpur, Anchal Jagdishpur, under the Zamindari of State of Bihar, having its survey khata no. no. 240, 609,1037,148 and khasara no. 1600, 1417, 1601 & 1602 (whereas its correct Khata no. 240, 60,1037,148 and khasara no. 1417/1600, 1417, 1417/1601 &1417/1602) of survey ward no. 5, more fully detailed and described in the schedule A here under written, for the sake of clearity of the said land, by means of altogether different nine sale deeds all dated 28.06.1986, 26.07.1986, 02.08.1986, 04.08.1986, 06.08.1986, 21.04.1987 and 04.05.1987 , vide deed no. 9219, 9221, 11232, 11233, 11430, 11478, 11642, 3963 and 4846 respectively from Gandhi and Manchanda family.

AND WHEREAS the said Ajit Kumar Choudhari died unmarried on 06.07.2001 , in the state of jointness with his elder brother namely Babu Bibhuti Bhushan Choudhari (here in after called B. B. Choudhari), as such the entire interest of the deceased aforesaid in the said landed property was devolved upon his said elder brother and the said B. B. Choudhari also died leaving behind him, two sons and three daughters as his legal heirs, who inherited the entire estate of the deceased B. B. Choudhari and all the heirs of the deceased aforesaid are represented herewith either himself or through their attorney holder and are the party of the First part herein.

AND WHEREAS in this way, the party of the First Part herein are the joint owners, in possession over the aforesaid landed properties, more fully detailed and described in the schedule A here under written, although names of the aforesaid joint purchasers namely Soumya Kumar Choudhari, Sudipta Kumar Choudhari , both sons of Late B. B. Choudhari and Ajit Kumar Choudhari (deceased) jointly are still recorded in the records of Bhagalpur Municiplal Corporation as well as in Jagdishpur Anchal and on payment of taxes and rents as levied thereon, the party of the first part obtaining receipts therefrom till this day.

AND WHEREAS, in view of the above facts, the party of the First part herein were/are coming in peaceful possession over the schedule A land here under written as absolute joint owners and have got good,

Soumya Chaudhuri @ Gopal Chandra
28.10.13

perfect, legal and marketable title over the schedule A land here under written and they are exercising their right as such thereon till this day.

AND WHEREAS, although the lands purchased part by part, under the above said nine sale deeds on different dates, but all the lands purchased there under were/are contiguous and adjoining to each other, therefore on its amalgamation, its become a big plot of land, more fully detailed and described in schedule A here under written.

AND WHEREAS the aforesaid land owners, party of the First Part herein, are interested in getting the above said schedule A land here under developed, by constructing a multi storied building thereon, for better appreciation and utilization of the said land as per govt. norms and F.A.R in this regard, in the shape of residential flats/commercial space if any, together with parking spaces and other common spaces/area etc., through a reputed developer/builder on the terms and conditions as agreed upon in between them.

Saroja Chaudhari @ Gopal Chaudhari
28.10.13

AND WHEREAS the Developers/Builder herein, the party of the Second Part offered to the party of the First Part (land owners) to develop and construct a multi storied building over schedule A land hereunder written, under the supervision of the competent architect and engineer, at its own cost & expenses, to which the party of the First Part agreed and both of them settled all their terms and conditions as agreed upon in between them in this regard.

AND WHEREAS the aforesaid land owners (party hereto of the First Part) further represented to the Developer/Builder hereto (party hereto of the Second Part), that they have not created any encumbrances over the schedule A land hereunder written, nor the same ever notified in acquisition under any statute or even attached in any court proceeding till date. It is further represented by them, that they have not entered in to any agreement either separately or jointly for development of the said schedule A land or part thereof with any other earlier.

AND WHEREAS as the result of the said negotiation and declarations and on the terms and conditions as settled in between them, it is necessary to reduce the said terms and conditions here- in-after mentioned for development & construction of a multi storied building, over schedule A land hereunder written, hence this indenture.

NOW THIS DEED WITNESSETH as follows:-

1. That the said land owners (party of the First Part hereto, himself and also by representing through their attorney holder) hereby assigns the party hereto of the Second Part as **DEVELOPER/BUILDER** over the schedule A Land hereunder written and granted all such rights to develop the same by constructing a multi storied building thereon at their own cost and in the manners, conditions and stipulations here in after written.

2. The developer/builder shall construct the said multi storied building as per presently permissible F.A.R and also as per norms and by laws in this regard.

3. That immediately after the execution of this agreement, the developer/builder shall proceed expeditiously with the preparation of plans and drawings of the said building and to obtain sanction/ permission of the said plan at its own cost from its legal authority or any other competent duly authorised authority, either in its own firm name under the signature of its signatory or in the name of any of the land owners (party hereto of the First Part), who so ever may be.

4. That it is further agreed that any alteration or revision of the aforesaid building plan, shall be decided by the developer/builder itself, within the parameters of the permissible rules and by laws.

5. That total construction of the said building what so ever to be constructed over schedule A land hereunder written, shall be divided into two parts, that is 60% and 40% and one of which area that is 60% constructed area shall be allotted to the land owners jointly (party of the First Part herein) and rest 40% area shall be allotted to the developer/builder, party of the Second Part herein, exclusively and absolutely, together with undivided proportionate share in the land area on pro rata basis. The constructed area to be allotted to the land owners shall be called OWNER'S AREA and the rest 40% area to be allotted to the developer/builder shall be called DEVELOPER'S AREA. The above said respective constructed area shall be

Soumya Chandhuri @ Gopal Chandhuri
28.10.13

allocated, defined, specified and demarcated as per sanctioned/architect map, mutually by the parties hereto subsequently, and the same shall be reduce in writing in an supplementary agreement duly signed by them, forming part of this agreement.

Provided that the above said land owners and developer/builder shall have right to use and enjoy the roof of the said building jointly and if in the future, local authority shall grant permission to construct upon the future height of the building, the developer hereto shall construct the same at its own cost & expenses and the above said land owners and developer/builder shall be entitled to get their respective shares in the said further constructed area as agreed here in above (i.e. 60% and 40%).

That the above said land owners and the developer/builder hereto or their nominees hereto shall be solely and exclusively entitled to exercise their right, over their respective demarcated owners area and developers area, in the shape of residential flats, car parking spaces etc. as well as commercial space if any, in the said multi storied building to be constructed over the schedule A land hereunder written along with proportionate undivided land area on pro rata basis. Besides the above they shall be fully entitled to use & enjoy jointly all the common utilities and facilities as provided by the developer/builder, in the said building, like lobbies/passage, common area, stair, lift, generator, water facilities through the common boring and water tank and any other common facilities what so ever provided therein and also power supply through the transformer if any installed for the said building and further they shall be fully entitled to transfer , convey, sale, grant and otherwise alienate their respective interest/shares in any manner as deemed fit by them to any person, Association of persons, firm, Body corporate etc. on the terms and conditions as may be agreed by them separately.

6. That the developer/builder hereto agreed to construct and give possession of the respective owners area, to the party of the First Part hereto, within a period of 36 months from the date of execution of this

Sonnya Chandani @ Gopal Chandani
8.10.13

agreement or from the date of delivery of approved sanctioned plan/map, whichever is later and due to unavoidable reasons, if the construction work is not completed within the said stipulated period, the said period be deemed to have been extended for a further period of six months.

7. That the developer shall develop the said land and to construct a multi storied building thereon, at its own resources/arrangements and shall alone be responsible for its development etc. Neither any of the land owners nor any person claiming through the said owners shall have any right or interest in the development of the said lands, except in relations to the owners area.

8. That from the date of execution of this agreement , the developer shall be deemed to be in possession of the said landed property and shall be free to do all acts, deeds and things required for the development and construction of the said building at the developer's own resources/arrangement and expenses.

9. That the developer shall be entitled to develop the said schedule A land hereunder written, by constructing commercial/residential flats, parking spaces and other structures if any, what so ever required and deems fit and proper by the developer from standard quality materials in all respect and shall finish its flooring with marble/vitrified titles or any other designer tiles, designer concept toilets, granite top with kitchen, branded c p fittings and sanitary fittings, P.O.P finished walls with ISI marked electrical wires and switches and water supply boring system etc. in accordance with the approved/sanctioned building plan/map as per norms, by laws and F.A.R.

10. That the above said land owners (party hereto of the First Part) and the developer/builder (party hereto of the Second Part) shall be entitled separately to negotiate and enter into an agreement for sale, to alienate or otherwise transfer, convey any unit or units, together with the rights granted to them individually or collectively including proportionate

Saroj a Chaudhri @ Gopal Chaudhri
28.10.13

undivided share in the land area on pro rata basis in respect of their respective owners area and developers area duly demarcated and allocated in the manner as said above, wholly or part wise as the case may be and to execute, sign and register any such sale deed or deeds and any other deeds and documents in this regard to any person(s), association, firm, body corporate etc. under their signature alone. But In case if any party desires and called other party to sign as witness on such deed or deeds to be executed by the concerning party, any one person out of the said other party shall sign as witness over the said deed/deeds and documents, The said deed(s), documents, including sale deed executed and registered by any of the respective party under their signature alone out of their respective allocated/demarcated and defined respective areas or part thereof shall be treated as legal and valid and shall be binding to all of them.

11. That besides the above the said land owners and developer/builder shall also be entitled to fix and settle any price separately, in respect of their respective unit/units etc. as they deems fit and proper and to realise the price from the concerned person(s) and purchaser(s) whom so ever may be wholly or part by part and to grant valid discharge receipt to him/them accordingly, relating to such deed/document duly executed by the said concerned party and to present the said deed/deeds/documents for its registration before the competent registering authority at Bhagalpur and to appear before him to admit execution thereof.

12. That the developers shall not create any charge or encumbrance over the schedule A land hereunder written for their own benefit in any manner.

13. That during the development and construction works and in the said multi storied building to be constructed by the developer, whenever the developer required to take electric meter and to install separate transformer for power supply, telephone and disk, internet connection line etc. the developer/builder alone is entitled to obtain such connection/line at its own cost on the application if any under its

Sonya Chaudhri @ Gopal Chaudhri
28.10.13

signature alone, to which the said land owners also gave consent herewith. But during the construction works, whatever charges shall be payable for the same, the developer/builder shall be liable to pay the same.

14. That in case there be any defect in the title of the said land owners or there be any liability or any encumbrance over the said schedule A land hereunder written, then in such events the developer/builder shall be entitled to have such defects cured at the cost and expenses of the above said land owners.

15. That the developer for the purpose to show the title documents to the Banks or any other authority, shall be entitled to retain copy of all necessary documents and if necessary the said land owners undertakes to hand over its original as and when required by the developer/builder.

16. That after delivery of the owners land area to the above said land owners jointly, all outstanding what so ever to be incurred in the building/apartment, inclusive of maintenance charges and society expenses, thereafter, the same shall be borne and paid by the said land owners and their nominees proportionately in the proportion of their respective owners area, as per their respective total built up as well as super built up area (the word proportionately with all its variation whenever used in these presents shall mean the proportion in which the parties hereto and/or their nominees acquiring portion of the building are entitled to the covered area including super built up area of the said building).

17. None of the party or their nominees and/or occupants of the unit/units holder(s) will have any exclusive right, title and interest over the common area and common facilities/utilities/accessories, except the right of common use and enjoyment to the same.

Anya Chaudhuri @ Gopal Chaudhuri
28.10.13

18. That in case of any dispute or any differences between the parties arising , relating to this development agreement , the same shall be referred to the arbitrators duly appointed by the parties hereto respectively or by sole arbitrator mutually appointed by the parties hereunder and such arbitration shall be conducted under the provisions of the Indian Arbitration Act 1996 as amended from time to time and the parties shall abide the decision of the said arbitrator(s).

Soumya Chaudhuri @ Gopal Chaudhuri
28.10.13

Schedule A

Homestead vacant parti land, measuring an area of total 5883 Sq. feet homestead land, equal to 8 Cottah 3 Dhurs 8 Dhurkies approx. by the measurement of 720 sq. feet = 1 Cottah and also equivalent to 13.5309 decimals, situated at mohalla Mosakchak, Mahatma Gandhi Road, P.S- Kotwali, presently Adampur, within Bhagalpur Municipal Corporation, bearing its part of old holding no. 22, 70,71 and 72 and present part of holding no. 98 and 117, under old ward no. 1/5 and present ward no. 23 , Town, sub registration office & District Bhagalpur, Anchal Jagdishpur, under the Zamindari of State of Bihar, having its survey khata no. 240, 609,1037 & 148 and khasara no. 1600, 1417, 1601 & 1602 (whereas its correct Khata no. 240, 60,1037 & 148 and khasara no. 1417/1600, 1417, 1417/1601 & 1417/1602) of survey ward no. 5, butted and bounded as follows:-

North: - Residence of Sri Soumya Kumar Choudhary alias Gopal Choudhary & Others.
South: - Mahatme Gandhi Path
East : - Common Road/Rasta 12ft wide
West : - Common Road/Rasta 12ft. wide

Note :- Computation of value for Development Agreement

Land Area Total 5883 sq. feet, equal to 13.5309 decimals ..... Valued Rs. 1,48,84,000/-
(valuation made under 1st. category)

Be it noted that at page no 2, on forth line has been cut by pen, and signature against executant has also been put on its margine.
Shriranjan Kumar
Advocate
28/X/13

Soumya Chaudhuri @ Gopal Chaudhuri
28.10.13

10

In witnesses whereof, the parties herein above have signed on this deed on the day, month and year aforementioned in presence of the witnesses and it is also declared that the land under this deed is free from any attachment, ceiling, settlement and trust etc.:-

Be it noted that all the principals (executants of the power of Attorney) are alive till to day and they have not cancelled this power till date and have not executed any other power relating to this land to any other person and have put their signature, with impressions of all five fingers of their hand and also affixed their photos in this deed here in after.

Lopa Chowdhury & Gopal Chowdhury
28.10.13



Lopa Chowdhury
11.9.13

Thumb. Index Middle Ring. Little.

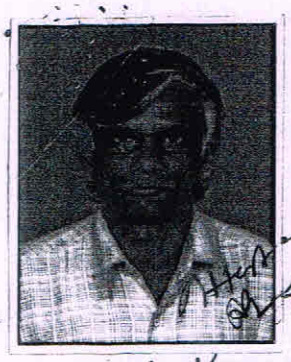


Lopa Chowdhury
12.9.13

Thumb Index Middle Ring Little Rt. Hand

Thumb Index Middle Ring Little Lt. Hand.

Lopa Chowdhury
12.9.13



Attested
28/10/13

Sudipta Kumar Chaudhuri
20/9/13





Attested
28/10/13

Nalini Halder
20-9-13.



Sampa Chaudhuri @ Gopal Chaudhuri for self & as attorney holder) Samu Chaudhuri @ Gopal Chaudhuri

Signature of the Witnesses:-

① Niranjan Kumar
28/X/13 Advocate
S/o Late Kamla Pd Sah
R/o East Gurnatta Road
Ps - Majahidpur
Dist. Bhagalpur-5
Regd No- 570/88 Dt 18/9/88
DOB- 25/12/59 (53 years)

② Abhit Kumar
S/o Sri Ray Kumar Dt Sharma
R/o Banni-Kunj
Dr. R. P. Road, Bhagalpur
28/10/13

Drafted By:-

Niranjan Kumar
28/X/13 Advocate
East Gurnatta Road
Bhagalpur-5
Regd No- 570/88

हस्ताक्षर डेवलपर्स

For City Developers
Srivadhavi Lal Vijoriwal
Partner 28.10.13

For City Developers
Partner
28/10/13

Typed by:-
Raman Kr Sinha
Sujaganj, Bhagalpur
28/10/13



Soumya Chandra @ gopal Chandra
29.10.13

29/10

29/X/13

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. 297680/-	Amt.Paid By N.J Stamp Paper	Rs. 1000/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 317125/-

Registration Fee

A1	0	C	0	H1b	0	K1a	0	Lii	0
A8	0	D	0	H2	0	K1b	0	Liii	0
A9	0	DD	0	I	0	K1c	0	Mb	0
A10	0	E	20000	J1	0	K2	0	Na	45
B	0	H1a	0	J2	0	Li	0		
								TOTAL-	20045

LLR + Proc Fee		Service Charge
LLR	0	400
Proc.Fee	0	
Total	0	

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 20445

Date: 29/10/2013

Registering Officer
Bhagalpur

Endorsement under section 52

Presented for registration at Registration Office, Bhagalpur on Monday, 28th October 2013 by Souma Choudhary Alias Soumya Kumar Choudhari Alias Gopal Choudhari Bibhuti Bhushan Choudhari by profession Others. Status - Executant

Soumya Choudhari @ Gopal Choudhari
29.10.13

Signature/L.T.I. of Presentant **Date:29/10/2013**

Registering Officer
Bhagalpur

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Niranjan Kumar' age '53' Sex 'M', 'Kamla Pd. Sah', resident of 'East Gurhatta Road, Mojahidpur,bhagalpur'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 29/10/2013

Registering Officer
Bhagalpur

Endorsement of Certificate of Registration under section 60

Registered at Registration Office, Bhagalpur in Book No. 1 Volume No. 220 on page no. 38 to 52 for the year 2013 and stored in CD Volume No. 34 , year 2013. The document no. is printed on the front Page of the document.

Token No. : 16665 **Year : 2013** **S.No. : 15782** **SCORE Ver.3.0** **Deed No . :** 15830

Registering Officer

Scanned By
By
Computer Operator

Serial No. 10861 Circle -:Bhagalpur Book No. :- 1 Deed No. 10788



2015

बिहार BIHAR

Serial No. 10861

कोषागार पदाधिकारी
भागलपुर

813436

Deed No. 10788

सुधीर कुमार
मुद्रांक विक्रेता
अनुज्ञप्ति सं–08/2003
कचहरी,भागलपुर

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

This document was presented for registration on **19/10/2015** by **Souma Choudhary Urf Soumya Kumar Choudhary Urf Gopal Choudhary**
A Stamp Duty of Rs. **52260**/- and other Fees of Rs. **20490**/- has been paid in it.
The document was found admissible. The Names, Photographs, Fingerprints and Signatures of the Executants and their Identifier, who have admitted execution before me, are affixed on the reverse page.
The document has been registered as Deed No. **10788** in Book No. **1**, Volume No. **159** on pages from **417** to **430** and has been preserved in total **14** pages in C.D. No. **25** / Year **2015**

Signature with Date
(**Satya Narayan Choudhary**)
Registering Officer, **Bhagalpur**

Date: 19/10/2015 Token No: 11464 /2015

DEVLOPMENT AGREEMENT

This agreement is made and entered into on this 17th Day of October 2015 at Bhagalpur.

SCROLL CHECKED

17.10.2015

District Registry Office,Bhagalpur

Token Number 11464	Reg. Year 2015	Serial Number	Deed Number

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Atul Dhandhania						
Sig.	19.10.15						
Claimant	Girdhari Lal Kejriwal						
Sig.	19.10.15						
Executant	Souma Choudhary Urf Soumya Kumar Choudhary Urf Gopal Choudhary						
Sig.	19.10.15						
Presented By	Souma Choudhary Urf Soumya Kumar Choudhary Urf Gopal Choudhary						
Sig.	19.10.15						
Identified By	Abhishek Dhandhania						
Sig.	19/10/15						

SCORE Ver.3.0 Powered by InfoSystem and Solutions,Patna Biometric Captured By 2200sop001

आदेशानुसार प्रारूपक एवं भूस्वामी के द्वारा दिखाये गये भूखंड मोहल्ला मशाकचक थाना-कोतवाली वार्ड सं-23, क्षे०नं० 98 एवं 117 महात्मा गाँधीपथ का स्थल जाँच किया। जाँचोपरान्त जमीन पर तीन नारियल का पेड़ तथा दो तरफ से बाउंड्री है जो कुल 14+14= 28फीट लंबा 8फीट ऊँचा 10इंच मोटा है जो आवासीय प्रथम श्रेणी की है

सुजीत कुमार
17/10/15

Soumya Chaudhari @ Gopal Chaudhari
17.10.15

1.. Sri Souma Choudhary ~~alias Soumya Kumar Choudhary~~ alias Gopal Choudhary son of Late Bibhuti Bhushan Choudhary (for self and as duly authorised attorney holder for & on behalf of his brother and sisters namely Sudipta Kumar Choudhary, Dr. Krishna Sinha alias Krishna Choudhary, Dr. Gopa Choudhary and Dr. Kaveri Haldar alias Kaveri Choudhary all son & daughters of Late B. B. Choudhary, vide Regd. General Power of Attorney dated 25.04.2013, vide Book no. 4 Deed no. 63, Token no. 7735, Serial no. 7314, page no. 1 to 8, CD no. 1/year2013 of District Registry Office, Bhagalpur), all by faith Hindu, by occupation business, practitioner etc. resident of mohalla Moshakchak, Mahatma Gandhi Road, P.S- Kotwali, presently Adampur, Town & District of Bhagalpur, here in after called and/or referred to as " **LAND OWNER**" (which expression shall unless it is repugnant to the context shall mean and include his/their heirs, legal representatives, successors and assigns of the **First Part .**

AND

2. m/s- **"CITY DEVELOPERS"** a partnership firm, having its place of business at Bansikunj, Dr. R. P. Road, P.S- Adampur, Bhagalpur. Through its **joint partners namely 1. Sri Girdhari Lal Kejriwal** son of Late Mahabir Prasad Kejriwal, resident of Sarai, P.S- Tatarpur, Bhagalpur **and no. 2 Sri Atul Dhandhania** son of Late Mahabir Prasad Dhandhania, resident of D.N.Singh Road, P.S- Kotwali, Town & District – Bhagalpur, hereinafter referred to as **"Developer/Builder"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its executors, successors, administrators and assigns) of the **other part.**

Soumya Chaudhari @ Gopal Chaudhari
17.10.15

5903 sq. feet homestead land, equal to 8 Cottah 4 Dhurs approx.

WHEREAS one Soumya Kumar Choudhary and Sudipta Kumar Choudhary (party hereto of the First Part (represented personally and though attorney holder herein) along with their uncle namely Ajit Kumar Choudhary (now deceased) acquired jointly by purchases, the entire area of 6864.45 sq. feet approx. homestead land, equal to 9 Cottah 10 Dhurs 14 Dhurkies approx. by the measurement of 720 sq. feet = 1 Cottah, situated at mohalla Mosakchak, Mahatma Gandhi Road, P.S- Kotwali, presently Adampur, within Bhagalpur Municipal

Corporation, bearing its part of old holding no. 22, 70,71 and 72 and present holding no. 98 and 117, under old ward no. 1/5 and present ward no. 23 , Town & District Bhagalpur, Anchal Jagdishpur, under the Zamindari of State of Bihar, having its Khata no. 148,240, 60/609,1037, and khasara no. 1600,1417,1600,1601 & 1602 of survey ward no. 5, more fully detailed and described in the schedule A here under written, for the sake of clearity of the said land, by means of altogether different 13 (Thirteen) sale deeds all dated 26.05.86, 28.06.1986, 26.07.1986, 02.08.1986, 04.08.1986, 06.08.1986, 21.04.1987 and 04.05.1987 , vide deed no. 6798, 6799, 6800, 6801, 9219, 9221, 11232, 11233, 11430, 11478, 11642, 3963 and 4846 respectively from Gandhi and Manchanda family.

AND WHEREAS the said Ajit Kumar Choudhary died unmarried on 06.07.2001 , in the state of jointness with his elder brother namely Babu Bibhuti Bhushan Choudhary (here in after called B. B. Choudhary), as such the entire interest of the deceased aforesaid in the said landed property was devolved upon his said elder brother and the said B. B. Choudhary also died leaving behind him, two sons and three daughters as his legal heirs, who inherited the entire estate of the deceased B. B. Choudhary and all the heirs of the deceased aforesaid are represented herewith either himself or through their attorney holder and are the party of the First part herein.

AND WHEREAS in this way, the party of the First Part herein are the joint owners, in possession over the aforesaid entire landed properties, measuring an area of total 6864.45 sq. feet and the names of the aforesaid joint purchasers namely Soumya Kumar Choudhary, Sudipta Kumar Choudhary , both sons of Late B. B. Choudhary and Ajit Kumar Choudhary (deceased) jointly are still recorded in the records of Bhagalpur Municipal Corporation as well as in Jagdishpur Anchal and on payment of taxes and rents as levied thereon, the party of the first part obtaining receipts therefrom till this day.

AND WHEREAS, in view of the above facts, the party of the First part herein were/are coming in peaceful possession over the said entire landed properties as absolute joint owners and have got good, perfect, legal and marketable title thereon and are exercising their right as such till this day.

Soumya Chandhuri @ Gopal Chandhuri
17.10.15

AND WHEREAS, although the lands purchased part by part, under the above said 13 sale deeds on different dates, but all the lands purchased there under were/are contiguous and adjoining to each other, therefore on its amalgamation, its become a big plot of land.

AND WHEREAS the aforesaid land owners, party of the First Part herein, were interested to get an area of total 5903 sq. feet, more fully described in schedule A here under written, out of the total land area 6864.45 sq. feet as said here in above, leaving an area of 961.45 sq. feet on the back of the said land, developed through a developer by constructing a multi storied building thereon on the terms and conditions as agreed in between them and accordingly the said land owners, party of the First Part herein, contracted with the developer, party of the Second Part herein to develop and construct a multi storied building over the schedule A land on the terms and conditions as stipulated in the registered Development Agreement dated 28.10.2013, duly executed in between them, vide Deed no.15830, Token no. 16665, Serial no.15782, CD no.34, year 2013 of Bhagalpur Registry office, Bhagalpur.

Sourya Chandhri @ Gopal Chandhri
17.10.15

AND WHEREAS the above named Developer, namely City Developers, a partnership firm, Party of the Second Part herein, in pursuance of the said development agreement is performing its part of the contract for construction of the said multi storied building over the schedule A land, but till date only ground works has been completed, in the meantime the land owners, party of the First Part herein thinks, that it would not be fruitful or beneficial to retain the remaining part of the said land area, measuring 961.45 sq. feet, more fully described in schedule B here under written, lying on the back of the said schedule A land, rather it shall be more beneficial for them to join the said remaining land area in the above said project to be constructed by the developer, party of the Second Part, over the schedule A land, on the same terms and conditions as contained in the earlier development agreement dated 28.10.2013 and with that end and for better appreciation and utilization of the remaining land area as said earlier, the land owners, party of the First Part herein approached and contacted with the developer , party of the Second Part herein to join the remaining area of schedule B land by joining the same along with the schedule A land area for construction of a multi storied building thereon on the same terms and conditions as settled earlier, to which

the developer/builder, party of the Second Part herein agreed to the same, hence this indenture .

NOW THIS DEED WITNESSETH as follows:-

1. That the said land owners (party of the First Part hereto, himself and as attorney holder) hereby assigns the party hereto of the Second Part as **DEVELOPER/BUILDER** over the schedule B Land hereunder written and granted all such rights to develop the same, by joining the same with schedule A land for construction of a multi storied building thereon at their own cost and in the manners, conditions and stipulations here in after written.

2. The developer/builder shall construct the said multi storied building as per presently permissible F.A.R and also as per norms and by laws in this regard.

3. That immediately after the execution of this agreement, the developer/builder shall proceed expeditiously with the preparation of plans and drawings of the said building and to obtain sanction/ permission of the said plan at its own cost from its legal authority or any other competent duly authorised authority, either in its own firm name under the signature of its signatory or in the name of any of the land owners (party hereto of the First Part), who so ever may be.

4. That it is further agreed that any alteration or revision of the aforesaid building plan, shall be decided by the mutual consent of both the parties that is Developer and land owner, within the parameters of the permissible rules and by laws.

5. That total construction of the said building what so ever to be constructed over schedule B land hereunder written, shall be divided into two parts, that is 60% and 40% and one of which area that is 60% constructed area shall be allotted to the land owners jointly (party of the First Part herein) and rest 40% area shall be allotted to the developer/builder, party of the Second Part herein, exclusively and absolutely, together with undivided proportionate share in the

Soumya Chaudhuri @ Gopal Chaudhuri
17.10.15

land area on pro rata basis. The constructed area to be allotted to the land owners shall be called OWNER'S AREA and the rest 40% area to be allotted to the developer/builder shall be called DEVELOPER'S AREA. The above said respective constructed area shall be allocated, defined, specified and demarcated as per sanctioned/architect map, mutually by the parties hereto subsequently, and the same shall be reduce in writing in an supplementary agreement duly signed by them, forming part of this agreement.

Provided that the above said land owners and developer/builder shall have right to use and enjoy the roof of the said building jointly and if in the future, local authority shall grant permission to construct upon the future height of the building, the developer hereto shall construct the same at its own cost & expenses and the above said land owners and developer/builder shall be entitled to get their respective shares in the said further constructed area as agreed here in above (i.e. 60% and 40%).

That the above said land owners and the developer/builder hereto or their nominees hereto shall be solely and exclusively entitled to exercise their right, over their respective demarcated owners area and developers area, in the shape of residential flats, car parking spaces etc , in the said multi storied building to be constructed over the schedule B land hereunder written along with proportionate undivided land area on pro rata basis. Besides the above they shall be fully entitled to use & enjoy jointly all the common utilities and facilities as provided by the developer/builder, in the said building, like lobbies/passage, common area, stair, lift, generator, water facilities through the common boring and water tank and any other common facilities what so ever provided therein and also power supply through the transformer if any installed for the said building and further they shall be fully entitled to transfer , convey, sale, grant and otherwise alienate their respective interest/shares in any manner as deemed fit by them to any person,

Soumya Chandhuri @ Gopal Chandhuri
17.10.15

Association of persons, firm, Body corporate etc. on the terms and conditions as may be agreed by them separately.

6. That the developer/builder hereto agreed to construct and give possession of the respective owners area, to the party of the First Part hereto, within a period of 36 months from the date of execution of this agreement or from the date of delivery of approved sanctioned plan/map, whichever is later and due to unavoidable reasons, if the construction work is not completed within the said stipulated period, the said period be deemed to have been extended for a further period of six months.

7. That the developer shall develop the said land and to construct a multi storied building thereon, at its own resources/arrangements and shall alone be responsible for its development etc. Neither any of the land owners nor any person claiming through the said owners shall have any right or interest in the development of the said lands, except in relations to the owners area.

8. That from the date of execution of this agreement , the developer shall be deemed to be in possession of the said landed property and shall be free to do all acts, deeds and things required for the development and construction of the said building at the developer's own resources/arrangement and expenses.

9. That the developer shall be entitled to develop the said schedule B land hereunder written, by constructing residential flats, parking spaces and other structures if any, what so ever required and deems fit and proper by the developer from standard quality materials in all respect and shall finish its flooring with marble/vitrified titles or any other designer tiles, designer concept toilets, granite top with kitchen, branded c p fittings and sanitary fittings, P.O.P finished walls with ISI marked electrical wires and switches and water supply boring system etc. in accordance with the approved/sanctioned building plan/map as per norms, by laws and F.A.R.

Sowmya Chandhari @ Gopal Chandan
17.10.15

10. That the above said land owners (party hereto of the First Part) and the developer/builder (party hereto of the Second Part) shall be entitled separately to negotiate and enter into an agreement for sale, to alienate or otherwise transfer, convey any unit or units, together with the rights granted to them individually or collectively including proportionate undivided share in the land area on pro rata basis in respect of their respective owners area and developers area duly demarcated and allocated in the manner as said above, wholly or part wise as the case may be and to execute, sign and register any such sale deed or deeds and any other deeds and documents in this regard to any person(s), association, firm, body corporate etc. under their signature alone. But In case if any party desires and called other party to sign as witness on such deed or deeds to be executed by the concerning party, any one person out of the said other party shall sign as witness over the said deed/deeds and documents, The said deed(s), documents, including sale deed executed and registered by any of the respective party under their signature alone out of their respective allocated/demarcated and defined respective areas or part thereof shall be treated as legal and valid and shall be binding to all of them.

11. That besides the above the said land owners and developer/builder shall also be entitled to fix and settle any price separately, in respect of their respective unit/units etc. as they deems fit and proper and to realise the price from the concerned person(s) and purchaser(s) whom so ever may be wholly or part by part and to grant valid discharge receipt to him/them accordingly, relating to such deed/document duly executed by the said concerned party and to present the said deed/deeds/documents for its registration before the competent registering authority at Bhagalpur and to appear before him to admit execution thereof.

12. That the developers shall not create any charge or encumbrance over the schedule B land hereunder written for their own benefit in any manner.

Somya Chandhan @ Gopal Chandhan
17.10.15

13. That during the development and construction works and in the said multi storied building to be constructed by the developer, whenever the developer required to take electric meter and to install separate transformer for power supply, telephone and disk, internet connection line etc. the developer/builder alone is entitled to obtain such connection/line at its own cost on the application if any under its signature alone, to which the said land owners also gave consent herewith. But during the construction works, whatever charges shall be payable for the same, the developer/builder shall be liable to pay the same.

14. That in case there be any defect in the title of the said land owners or there be any liability or any encumbrance over the said schedule B land hereunder written, then in such events the developer/builder shall be entitled to have such defects cured at the cost and expenses of the above said land owners.

15. That the developer for the purpose to show the title documents to the Banks or any other authority, shall be entitled to retain copy of all necessary documents and if necessary the said land owners undertakes to hand over its original as and when required by the developer/builder.

16. That after delivery of the owners land area to the above said land owners jointly, all outstanding what so ever to be incurred thereon, thereafter, in respect of the said building/apartment, the same shall be borne and paid by the said land owners and their nominees proportionately in the proportion of their respective owners area and developers area, as per their respective total built up as well as super built up area (the word proportionately with all its variation whenever used in these presents shall mean the proportion in which the parties hereto and/or their nominees acquiring portion of the building are entitled to the covered area including super built up area of the said building).

Soumya Chandhuri @ Gopal Chandhuri
17.10.15

17. None of the party or their nominees and/or occupants of the unit/units holder(s) will have any exclusive right, title and interest over the common area and common facilities/utilities/accessories, except the right of common use and enjoyment to the same.

18. That in case of any dispute or any differences between the parties arising, relating to this development agreement, the same shall be referred to the arbitrators duly appointed by the parties hereto respectively or by sole arbitrator mutually appointed by the parties hereunder and such arbitration shall be conducted under the provisions of the Indian Arbitration Act 1996 as amended from time to time and the parties shall abide the decision of the said arbitrator(s).

Schedule A

Homestead land, measuring an area of total 5903 Sq. feet homestead land, equal to 8 Cottah 4 Dhurs approx. by the measurement of 720 sq. feet = 1 Cottah and also equivalent to 13.5769 decimals, out of total 6864.45 sq. feet land area, situated at mohalla Mosakchak, Mahatma Gandhi Road, P.S- Kotwali, presently Adampur, within Bhagalpur Municipal Corporation, bearing its part of old holding no. 22, 70,71 and 72 and present part of holding no. 98 and 117, under old ward no. 1/5 and present ward no. 23 , Town, sub registration office & District Bhagalpur, Anchal Jagdishpur, under the Zamindari of State of Bihar, having its survey khata no. 148,240, 60/609,1037, and khasara no. 1600,1417,1600,1601 & 1602 of survey ward no. 5, butted and bounded as follows:-

North: - Residence of Sri Soumya Kumar Choudhary alias Gopal Choudhary & Others.
South: - Mahatme Gandhi Path
East : - Common Road/Rasta 12ft wide
West: - Common Road/Rasta 12ft. wide

Schedule A

Remaining area of homestead land, measuring an area of total 961.45 Sq. feet, equal to 1 Cottah 6 Dhurs 14 Dhurkies approx. by the measurement of 720 sq. feet = 1 Cottah and also equivalent to 2.211335

Soumya Choudhary @ Gopal Choudhary 17/10/15

decimals, out of total 6864.45 sq. feet land area, situated at mohalla Mosakchak, Mahatma Gandhi Road, P.S- Kotwali, presently Adampur, within Bhagalpur Municipal Corporation, bearing its part of old holding no. 22, 70, 71 and 72 and present part of holding no. 98 and 117, under old ward no. 1/5 and present ward no. 23 , Town, sub registration office & District Bhagalpur, Anchal Jagdishpur, under the Zamindari of State of Bihar, having its survey khata no. 148,240,60/ 609,1037, and khasara no. 1600,1417,1600,1601 & 1602 of survey ward no. 5, butted and bounded as follows:-

North: - Part holding of Land owners

South: - Schedule A land belongs to Land owners

East : - Common Road/Rasta 12ft. wide

West: - Common Road/Rasta 12ft. wide

Note: - Computation of value for Development Agreement

Land Area Total 961.45 sq. feet, equal

to 2.211335 decimals	Valued Rs. 24, 33,000/-
wall 28x8810+3coconut tree	Valued Rs. 1,30,000/-
	Total Valued Rs. 25,63,000/-

(Valuation made under 1st. category)

In witnesses the parties herein above have signed on this deed on the day, month and year aforementioned in presence of the witnesses:-

(1) Abhishek Mohan
S/o Sri Ray Kumar Mohan
Dr. R. P. Road,
Bhagalpur - 812002.
17/10/15

(2) Harianjan Kumar
S/o late Kanta Prasad
East Gushalta Road
Bhagalpur
19/10/15
A K Sinha 17/10/15

Computerised/Typed by
Raman Kr. Sinha
Sujagunj, Bhagalpur

Signature of the First Party

Somya Chandhu @ Gopal Chandra
17/10/15

(Land owners)

Signature of the Second Party

For City Developers
Partner 17/10/15

For City Developers
Girdhari Vijoriwal
17/10/15 Partner

(Developer/Builder)



17/10/15

Somya Chandra @ Gopal Chandra.
17.10.2015

17/10/15

अनुसूची १—फारम सं० ६६।
सर्वेक्षण एवं बन्दोबस्त पद्धति १९२७, फारम सं० ७३ (आधा)

क्रमिक [illegible]

गाँव वार्ड सं० - [illegible] महाल परगना तौजी सं०

थाना भागलपुर नगर पालिका पट्टी अं० - जगदीशपुर [illegible] सं०
भागलपुर

खतियान की क्रम संख्या।	अभिधारी का नाम, पिता का नाम, जाति और निवास।	खेत। खसरा संख्या।	खेत। चौहद्दी।	भूमि का स्वरूप।	रकबा एकड़ में। रु०	रकबा एकड़ में। डि०	अभ्यक्ति। हेक्टर
१	२	३	४	५	६		७
६०	सरदार अवतार सिंह मनचंदा पिता - सरदार अमर सिंह जाति - पंजाबी - सिख निवासी - मंदरोजा	१४१६	xx	पुरानी परती	—		.0200
१४८	करतार-कौर पति सरदार अमर सिंह जाति - पंजाबी - सिख निवासी - मंदरोजा	१४१६/१६०२	xx	परती	—		.0075
२४०	सरदार गोपाल सिंह गांधी - पिता - संत - सिंह जाति - पंजाबी सिख निवासी -	१४१६/१६००	xx	परती	—		.0240

रामू मोदी
नि० व० लिपिक
जिला निबंधन कार्यालय
भागलपुर

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. 52260/-	Amt.Paid By N.J Stamp Paper	Rs. 5000/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 67750/-

Registration Fee

FEE PAID

A1	90	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	20000	J1	0	K2	0	Na	0
B	0	H1a	0	J2	0	Li	0		
							TOTAL-		20090

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 20490

LLR + Proc Fee		Service Charge
LLR	0	400
Proc.Fee	0	
Total	0	

Registering Officer
Bhagalpur

Date: 19/10/2015

Endorsement under section 52

Presented for registration at Registration Office, Bhagalpur on Saturday, 17th October 2015 by Souma Choudhary Urf Soumya Kumar Choudhary Urf Gopal Choudhary Bibhuti Bhushan Choudhary by profession Business. Status - Executant

Soumya Chaudhary @ Gopal Chaudhary 19.10.15

Signature/L.T.I. of Presentant **Date:19/10/2015**

Registering Officer
Bhagalpur

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Abhishek Dhandhania' age '39' Sex 'M', 'Raj Kumar Dhandhania', resident of 'Moshakchak, Mahatma Gandhi Road, Kotwali, Aadampur, Bhagalpur'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Bhagalpur

Date : 19/10/2015

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Bhagalpur in Book 1 Volume No. 159 on pages on 417 -430 , for the year 2015 and stored in CD volume No. CD-25 year 2015 .The document no. is printed on the Front Page of the document.

Registering Officer
Bhagalpur

Date : 19/10/2015

Token No. : 11464 Year : 2015 S.No. : 10861 SCORE Ver.3.0 Deed No . : 10788

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