Serial No. 7279 T 7563 Book No. :- 1 Deed No. 7477

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

BIHAR

Serial No. 7279

7 MAR 2014

Deed No. 7477

320435

Govt. of Bihar

District Registry Office ,Muzaffarpur

Summary of Endorsement

This document was presented for registration on 29/03/2014 by Amit Kumar Bose(Self And Poa)
A Stamp Duty of Rs. 480100/- and other Fees of Rs. 20700/- 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. 7477 in Book No. 1, Volume No. 104 on pages from 362 to 389 and has been preserved in total 28 pages in C.D. No. 16 / Year 2014

Date: 31/03/2014 Token No: 7563 /2014

Signature with Date
(Nilesh Kumar)
Registering Officer, Muzaffarpur

Amit Kumar Bose 29/3/14

DEVELOPMENT AGREEMENT

This Development agreement made and entered into at Muzaffarpur on this 29th day of March 2014.

Between

District Registry Office,Muzaffarpur

Token Number 7563 | Reg. Year 2014 | Serial Number 7279 | Deed Number

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Presented By	Amit Kumar Bose(Self And Poa)						
Sig.	Amit Kumar Bose 29/3/14						
Executant	Amit Kumar Bose(Self And Poa)	×] Photo	×] Thumb	×] Index	×] Middle	×] Ring	×] Little
Sig.							
Executant	Kamla Bose(Pri)	×] Photo	×] Thumb	×] Index	×] Middle	×] Ring	×] Little
Sig.							
Claimant	Krishna Mohan Kumar						
Sig.	29/03/14						
Identified By	Adhish Bose						
Sig.	Adhish Bose S/o Amit Kumar Bose 29/3/2014						

SCORE Ver.3.0 Powered by InfoSystem and Solutions,Patna Biometric Captured By 1400sop005

Amit Kumar Bose
29/3/14

1. Shri Amit Kumar Bose aged about 58 years, s/o Late Ajit Kumar Bose, self and also on behalf of his mother, Smt. Kamla Bose W/o Late Ajit Kumar Bose vide registered general power of attorney bearing deed No.-332, book-4, dated 21-11-2013 CD No 1/Year 2013 which was registered at sub registration office, Muzaffarpur and which was admitted for registration on 25-11-2013. resident of Mohalla Quazi Mohammadpur Khabra road P.s.-Quazi Mohammadpur district Muzaffarpur, Bihar, hereafter jointly referred to as the "Land Owners", Which expression shall unless excluded by or repugnant to the context or meaning thereto mean and include their legal heirs, successors and assignees. **OF THE FIRST PART.**

ARIN REAL ESTATE PVT. Ltd.
Managing Director

Amit Kumar Bose
29/3/14

And

M/s Arin Real Estate Pvt. Ltd., a body corporate registered under company's Act 1956 bearing registration No. U7010 BR2011 PTCO 17364/2011-2012 having its registered office situated at kalambagh chowk, besides Gramin Bank, P.S. Quazi Mohammadpur, District- Muzaffarpur, Bihar, through its managing Director, Shri Krishna Mohan Kumar aged 31 years, s/o Shri Gunakar Pandey resident of Krishna Vihar colony, Yadav Nager, Bhagwanpur, P.S.- Sadar, District-Muzaffarpur, Bihar, hereinafter referred to as Developer /Builder, which expression unless it be repugnant to the context or meaning there to mean and include its

Witness by Gyanendra Nath
S/o Late Bishwanath Prasad
Nayender Nagar, Lane No-3
Bela Road, Muzaffarpur, Bihar, 29/03/14

administrators, legal representatives or successor in interest. **OF THE SECOND PART.**

Whereas an area of 9 nine katha 15 fifteen dhur of land equal to 39(thirty nine) decimals out of the total 13 katha land along with an old house built in a portion thereof is the ancestral property of Late Ajit Kumar Bose S/o Late Aghor Nath Bose who died on 02-01-1995 leaving behind his wife, Smt. Kamla Bose and son namely Amit Kumar Bose and two daughters namely Smt. Chandra Das and Smt. Chhanda Palit who all together inherited the property aforesaid by way of succession which situates at Mohalla Quazi Mohammadpur Khabra Road, bearing R.S. Khata No.-6 R.S. plot No. 208 and 209, Ka, Kha, Ga, Gha, Cha, Ja & Jha, Survey ward-28 holding no. -393 more fully described in schedule-I below and during the revision survey operations the said land was recorded in the name of Late Ajit Kumar Bose and the record of right was prepared in his name.

AND WHEREAS, the above named Amit Kumar Bose and Smt. Kamla Bose are possessed of an area of 9 katha 15 dhur of land by way of inheritance and succession and by Virtue of Mutual partition having their right, title and possession over the same.

WHEREAS, the above named land Owners are seized and possessed of land and are sufficiently entitled to transfer or enter

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Managing Director

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Adhish Bose
S/o Amit Kumar Bose

into an agreement for Development with developer for construction of a multi-storeyed Building complex over the scheduled land.

WHEREAS, the above named Land Owners got interested in getting a multi-storeyed building complex developed and constructed over the scheduled Land on conversion basis and acquire built-up area in shape of flats and car parking spaces along with all other facilities and amenities in consideration for the value of 10 kattha of the land to be handed over to the developer by the owners for the purpose of development.

WHEREAS, the above named developer approached the above named land owners and both of them showed their willingness and mutually agreed to develop the aforesaid land on conversion basis. Subsequently, both the parties entered into a negotiation and on representation and declaration made and recorded by both the parties to this agreement on following terms and conditions.

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IT IS REPRESENTED & DECLARED BY THE OWNERS:-

i) That the land fully mentioned in Schedule-I of this Development agreement is under their exclusive possession with absolute right, title and interest and free from all encumbrances and have full right and absolute authority and title to transfer and convey the whole or part of the said property, having full marketable title therein.

ii) That there is no attachment, either before or after judgment and there is no claims, demands, suits, decrees, injunctions, orders, lispendens, notices, petition or adjudication order affecting the said property or any part thereof.

iii) That the Owners have not created any charge or encumbrances on the said property or any part thereof by way of sale, mortgage, exchange, lease, trust, gift, assessment, rights, liens, agreement, for leave and license, permission, rent, possession, charges, inheritance or any other encumbrance whatsoever.

iv) That no notice or notification for acquisition/requisition under any statute in the past or presently enforce, have been received, served or passed by the Muzaffarpur Municipal Corporation, Income Tax Department or any other government authorities for acquisitions or requisitions of the said land or any part thereof.

v) That except the above named land Owners/nominees none else is entitled to or have any share, right, title and/or any interest over in respect of the said property or any part thereof in any manner whatsoever.

vi) That the land Owner is neither a benamidar nor a Trustee for anyone in respect of the said property or part thereof.

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vii) That the Owners have not entered in the past into any agreement of sale or development of the said property or any part thereof nor have made any agreement with any one whomsoever regarding the said property or any part thereof. The Land Owners declare and agree that any problem, litigation, claim arising due to any agreement made in the past or during the pendency of this agreement or any claim arising thereof has to be sorted out by the land Owner themselves and the developer is in no case will be responsible to sort out the said problem.

2. And whereas, post the meeting/discussion between the land owner and developer, the aforesaid Developer agreed to construct a Multi-storied Building complex over the scheduled land at its own cost and expenses, hereinafter referred to as the "BUILDING/COMPLEX", and agreed to give and hand over 45% of the total Super Built-up area to the Owners in the proposed multi-storeyed Building Complex in consideration for the value of the said property and the remaining area i.e. 55% of the total super built-up area would be retained by the developer as developer's share in consideration of the cost of construction and both the parties will have absolute right, title and interest over their respective shares.

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3. As a result of negotiation between the parties hereto and on the representation and declaration made by the Owners as herein above recorded an agreement for development of the said property has been arrived at between the parties hereto upon the terms and conditions hereinafter appearing.

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

1) The Owners hereby appoint the aforesaid developer as the developer of the said property and grant permission to develop the aforesaid Land. The Developer hereby accepts the rights, possession and license to develop the said property from owners, fully described in Schedule-I of this Development Agreement, hereinafter written in the manner and on the terms and conditions hereinafter mentioned.

a) It is also agreed between the parties that immediately after registration of this Development Agreement, the Developer shall prepare a building plan or drawing with the consent of the land Owners or will do the construction work as per the old plan already passed and sanctioned in the land owner's name, however if any changes required in that old plan developer will have to take owners consent and get it prepared by a competent

architect for the proposed residential multi-storeyed building complex and get it approved by a competent authority/MRDA.

b) That it is agreed between the parties that all the expenditure incurred to obtain such approval shall be borne and paid by the developer only.

c) That it is further agreed by the parties that any alteration in the aforesaid plan which is in the parameter of Muzaffarpur Municipal Corporation building Rules & Regulation, which may permit necessary, shall require consent/permission of the Owners by the developer and accordingly developer shall make such alteration or modification. There shall be no alteration except within permissible limits to the map approved by the Muzaffarpur Municipal Corporation/MRDA.

2) The Developer and the land Owners have jointly assessed that based on presently permissible F.A.R. as per M.R.D.A. (Dissolved) building bye-laws it shall be possible to construct total built-up area as approved by M.R.D.A. (Dissolved) on the said property, whose built-up area shall be distributed over several floors on mutual of the said building and on that basis this agreement is being entered into by and between the parties. The above super built-up area does not include saleable parking space, if it is open, but the parking space (including open

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Director
Manager

Amit Kumar Bose
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parking space) will also be on the same percentages i .e, Owner will have right of 45% parking space as the Owners' area.

3) That it is agreed between the parties that the Developer will handover 45% of the total super built-up area to the land Owners in consideration for the value of the land and the Land Owners will be absolute Owner of the said 45% share of the total super built-up area and will be free to transfer or sell the same to any intending or prospective buyers and in that case the builder will have no objection.

4) That 45% of the land Owner's share in terms of flats and parking space will be distributed and allocated with mutual consent of both the parties.

5) That the land Owners shall solely and exclusively be entitled to the Owner's area i.e. 45% of the total super built-up area and shall have absolute right, title and interest over the Owners' area and shall be fully entitled to use and enjoy the same and shall be fully entitled to transfer, convey, grant or otherwise alienate their interest in any manner as deem fit by them to any person, Association of persons. Firm, body, corporate, co-operative society, govt. agency etc. on such terms & conditions as may be decided by the land Owner.

a. That the Developer agreed to construct the proposed multi-storied building complex at its own cost and expenses and in

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Amit Kumar Bose
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