

भारतीय गैर न्यायिक
भारत INDIA

रु. 500

FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

बिहार BIHAR

Serial No. 744

L 519817

Deed No. 737

4070 23-10-2013 500

रवि प्रसाद साह 17/01/14 मंगल प्रसाद साह

साहू

गगन

Govt. of Bihar समर्थन रवि/प्र

District Registry Office, Muzaffarpur

Summary of Endorsement

This document was presented for registration on 17/01/2014 by Rabi Prasad Sahu
A Stamp Duty of Rs. 220720/- and other Fees of Rs. 20750/- 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. 737 in Book No. 1, Volume No. 10 on pages from
453 to 482 and has been preserved in total 30 pages in C.D. No. 2 / Year 2014

Date: 17/01/2014

Token No: 801 / 2014

Signature with Date
(Nilesh Kumar)
Registering Officer, Muzaffarpur

DEVELOPMENT AGREEMENT

This Development Agreement is made and entered into at
Muzaffarpur on this the 17th day of January 2014

Between

1. Sri Rabi Prasad Sahu, aged about 79 years S/o Late
Mangal Prasad Sahu, 2. Sri Akhilesh Sahu, aged about 47

यस 17/01/14 - 66/200-10/11/014
20/01/14

Rabi Prasad Sahu 17.1.14
Akhilesh Sahu 17.1.14

Akhilesh Sahu alias Animesh Kumar
Arvind Sahu 17.1.14

Asha Realty Developers Pvt Ltd

Nashwan Gupta 17.1.14

Managing Director

District Registry Office, Muzaffarpur

Token Number 801

Reg. Year 2014

Serial Number 744

Deed Number 73

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Executant	Rabi Prasad Sahu	☒ Photo	☒ Thumb	☒ Index	☒ Middle	☒ Ring	☒ Little
Sig.							
Executant	Akhilesh Sahu						
Sig.	<i>Akhilesh Sahu</i> 3/1/14 17/10/14						
Presented By	Rabi Prasad Sahu						
Sig.	<i>Rabi Prasad Sahu</i> 3/1/14 17/11/2014						
Executant	Animesh Sahu						
Sig.	<i>Animesh Sahu</i> 3/1/14 17/01/2014						
Executant	Arvind Sahu						
Sig.	<i>Arvind Sahu</i> 3/1/14 17/01/2014						
Claimant	Madhuri Gupta						
Sig.	<i>Madhuri Gupta</i> 3/1/14 17.1.14						
Identified By	Pawan Kumar						
Sig.	<i>Pawan Kumar</i> 3/1/14 17/1/14						

Rabi Prasad Sahu
17.1.14

Other

years 3. Sri Animesh Sahu alias Animesh Kumar Sahu aged about 31 years, both sons of Sri Rabi Prasad Sahu and 4. Sri Arvind Sahu aged about 53 years S/o Late Prabhakar Prasad Sahu all an Indian National, resident of Mohalla Sahu Road, PS.- Town District Muzaffarpur in the state of Bihar (India), owning a landed property specified in Schedule A (attached herewith and being part of this development agreement) hereinafter, 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 Part**.

AND

ASHA REALTY DEVELOPERS PRIVATE LIMITED., a private limited company, registered under the Companies ACT, 1956 in India bearing corporate identity number U70200BR2010 PTC 016330/2010-11 and Permanent Account No. AAJCA0485F having its registered office located in the residence of Shri Ashwini Kumar Gupta, 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 **Second Part** and shall

be represented through its duly authorized Managing Director, Mrs. Madhuri Gupta aged about 51 years W/o

Asha Realty Developers Pvt Ltd

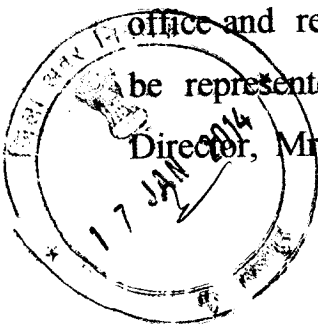
Madhuri Gupta
12.1.14
Managing Director

Animesh Sahu alias Animesh Kumar Sahu
17.1.2014

Rabi Prasad Sahu - 12.1.14

17.1.14

Arvind Sahu
12.1.14

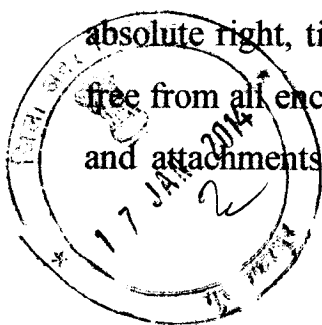


Shri Ashwini Kumar Gupta, & D/o Sri Lakshman Prasad Gupta, an Indian National, resident of Mohall , Rajju Sah Lane, PO. Ramna, PS. Mithanpura, Town & District Muzaffarpur, Pin – 842002 in the state of Bihar (India).

WHEREAS , the party hereof the First part the 'LAND OWNER' aforesaid is seized and possessed or otherwise sufficiently entitled to the property in the shape of plot of land measuring about 6850 sq.ft. Bearing khata No.89, Khesra no.193, Present Municipal Holding no.646, Thana No. 407, Anchal Mushahri, ward no.22 (survey ward no.21), situated, lying and being at Mohalla Kasba, Sahu Road, PS- Town in the district and town Muzaffarpur within Jurisdiction of Muzaffarpur Municipal Corporation, by way of inheritance from their ancestors and got their name mutated in the Anchal office Mushahri and are paying rent to Government of Bihar and receiving two seperate rent receipts, 1st in joint name of Rabi Prasad Sahu, Akhilesh Sahu and Animesh Sahu for 3425 sq.ft. of land and 2nd in the name of Sri Arvind Sahu S/o Late Prabhakar Prasad Sahu for another 3425 sq.ft. of land, totalling 6850 sq.ft. of land hereinafter referred to as the said landed property (morefully described in Schedule A)

AND WHEREAS the party of the First part i.e. the LAND OWNERS declares as under:-

- 1.That the area of the said Landed property is 6850 sq.ft.
- 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



Asha Realty Developers Pvt Ltd

Ashwini Gupta
17.1.14
Managing Director

Rabi Prasad Sahu 17.1.14
Akhilesh Sahu 17.1.14
Animesh Sahu alias Animesh Kumar Sahu
Arvinda Sahu 17.1.14

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.

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.

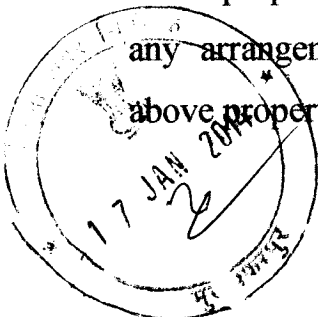
5. That there is no notice or case pending before any court or any magistrate regarding the said property.

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 Landowners are not benamidar or Trustee 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.

Ashu Realty Developers Pvt Ltd
Mehnu Singh
17.1.14
Managing Director

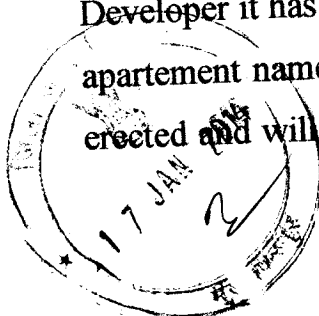
Rakesh Prasad Sahu 17.1.14
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Animesh Sahu alias Animesh Kumar Sahu
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Animesh Sahu
17.1.14



AND WHEREAS the party hereof of the first part i.e. the LAND OWNERS are interested in getting a multistoried residential complex developed and constructed on the said land through some reputed developer who can develop and construct a residential building complex at its own cost and to receive & acquire a pre-determined built up area in the said building complex in the shape of flats, 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 second part i.e. the developer has approached and offered the party hereof of the first part i.e. the LAND OWNERS to develop the said property and to construct a residential building complex at developer's own cost / fund and its own risk and responsibilities and as consideration for the value of a pre-determined part of the said property to be conveyed by the landowners to the developer and the Landowners to receive & acquire a pre-determined built up area in the said building complex in the shape of flats, car parking spaces, common area & facilities etc. to which the party hereof of the first part i.e. the LAND OWNERS consented.

AND WHEREAS after due negotiations between the aforesaid parties i.e. the Landowners of the first part and the Developer of the second part and on the representation and declarations made by the LAND OWNERS & Developer it has been decided that a multi storey residential apartment named as 'MANGAL APARTMENT' will be erected and will be built up by the party of the second part



Asha Realty Developers Pvt Ltd

Medhuni Gupta
17.1.14
Managing Director

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Prasad Sahu

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Kishore Sahu

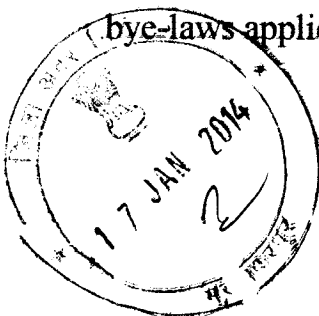
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Animesh Sahu alisa Animesh Kumar Sahu

17.1.14
Animesh Sahu

i.e. Developer with plan approved by MRDA (Now Muzaffarpur Municipal Corporation) in accordance with Bihar Municipal Act 2007 at Muzaffarpur, Bihar Regional Development Authority Act 1981 and rules made therein including Bye-Laws, as per rule of National Building Code of India, BIS & ISI standards etc and The Bihar Apartment Ownership Act, 2006 rule and bye-laws made therein and the 'LAND OWNERS' agreed to receive & acquire 44.63% (Forty Four Point Sixty Three Percent) of the flats, Car parking space & common area facilities etc. of the said building complex as consideration for the value of 55.37% (Fifty Five Point Thirty Seven Percent) of the landed property to be conveyed by the LAND OWNERS to the Developer after completion of construction of the building project.

AND WHEREAS the party of the second part with the consent of the party of the First part appointed an architect and the said architect prepared the plans, drawing, maps and elevations of the said multi-storeyed residential building complex and the specifications of the work to be done and the materials as per building bye- laws of The Bihar Municipal Act, 2007 The Bihar Regional Development Authority Act, 1981 and The Bihar Apartment Ownership Act, 2006 with its rules and regulations made therein and have been properly approved and sanctioned by the authorized architect of Muzaffarpur Municipal Corporation in accordance with the building bye-laws applicable in the state of Bihar.

Rajni Prasad Sahu 17.1.14
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 Asha Realty Developers Pvt Ltd
 Managing Director
 Animesh Sahu alias Animesh Kumar Sahu
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NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

- (i) That the party of the second part i.e. the developer will build the multi-storeyed residential apartment in accordance with the approved structured map, drawings, specifications, designs more fully and particularly described in Annexure II hereunder and forming part of this agreement.
- (ii) That the investment thereon in constructing the aforesaid multi-storeyed residential building complex will be borne exclusively and only by the party of the second part i.e. Developer.
- (iii) That the party of second part i.e. developer hereby undertake to commence the construction within one month from the date of handing over the land by the Landowners and will complete the said construction on or before the expiry of two years from the date of handing over of land with Six Months as the period of grace.
- (iv) That the party of the first part i.e. 'LAND OWNERS' have agreed to accept and the party of the second part i.e. the DEVELOPER has agreed to give 44.63% of the residential flats, 44.63% of parking space and common areas & facilities in consideration of 55.37% of the landed property of the land owners herein after known as OWNER'S PORTION and the remaining 55.37% of flats and 55.37% of parking space and common areas and facilities falling to the share of the developer and

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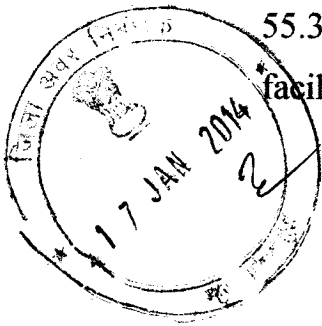
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Managing Director

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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 proportionable portion of the said portion of the said property of the LAND OWNERS.

- (v) That the ownership of the landed property shall continue to remain with the party of the first part i.e. the LAND OWNERS till the construction of the building complex is complete as per plan, to the satisfaction of the party of the first part i.e. the LAND OWNERS.
- (vi) That both the party of the first part i.e. landowners and the party of the second 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 i.e. the LAND OWNERS, both the parties i.e. of the first and second parts 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. In **Annexure I** the share of the party of the first part i.e. the LAND OWNERS and the party of the second part i.e. Developer have been fully described mentioning the Flat nos., which forms the part of this development agreement In **Annexure I** the land owners have also divided their respective shares separately in four parts

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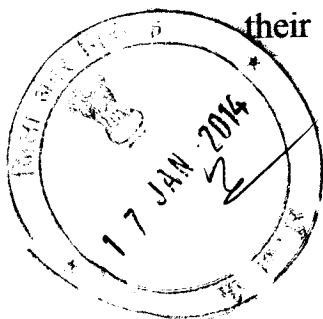
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Managing Director

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mentioning their name before their share of flats, which will be their absolute property.

- (vii) That the party of the second part i.e. the Developer has borne the amount spent on preparation of the map, plans, sanction of plan from MRDA (Now Muzaffarpur Municipal Corporation) and revenue and registration fee for the registration of this development agreement etc. will also be borne exclusively by the party of the second part i.e. the 'Developer'.
- (viii) That both the parties have agreed that except fore-majeure, if the party of the second part 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 second part i.e. the developer shall pay liquidated damages to the party of the first part i.e. the LAND OWNERS at the calculation of Rs. 50000/- (Fifty Thousand Only) per month on one-time payment for first six months and then for subsequent months @ Rs.75000/- (Seventy Five Thousand Only) per month till the completion of the said development of the building till next 12 months. Failing further, the party of the first part i.e. the LAND OWNERS will be on liberty and the party of the first part shall have got the option to get work done/ completed from the market at the cost and risk of party of the second part. Delay on account of THE PARTY of the first part i.e. the LAND

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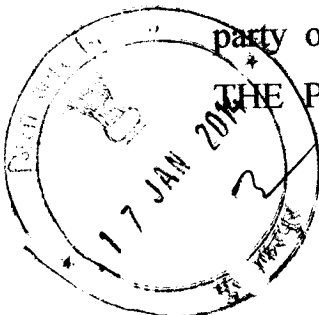
Managing Director
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Arinmesh Sahu alias Arinmesh Kumar Sahu
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Arinmesh Sahu
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OWNERS on any reason will not be counted as delay for the purpose of liquidated damage from the party of the second part.

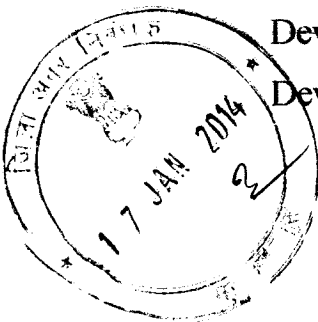
(ix) That the party of the first part i.e. the LAND OWNERS shall allow free ingress to and egress from the premises to the party of the second part's workers, employees, sub-contractors, if any, and all other persons, authorized by the party of the second part who are necessary in connection with carrying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

(x) That the party of the first part 'the LAND OWNERS' or their representatives, shall be entitle to inspect the progress of the construction work and material used for the construction and they shall be entitle to point out to the architect any defects in the construction work, 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 second part i.e. the Developer have to rectify at their 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 second part i.e. the Developer after discussions with the architect as directed by the party of the first part i.e. the LAND OWNERS.

(xi) That the party of the second part i.e. the Developer will arrange for the registration of the Development Agreement between the parties i.e.

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17.1.14
Managing Director

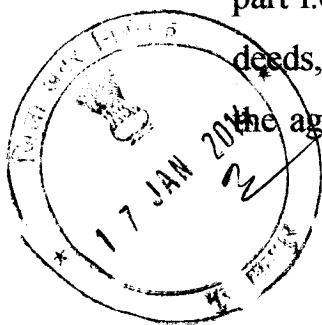
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Animesh Kumar Sahu
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Animesh Kumar Sahu
17.1.14



the party of the first part i.e. the LAND OWNERS and the party of the second 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 second part i.e. the developer.

- (xii) That the party of the second part i.e. The developer shall indemnify the party of the first part i.e. The LAND OWNERS in respect of all claims, damages, compensation of expenses payable in consequence to any injury or accident sustained by to 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. The party of the second part 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.

- (xiii) That the party of ~~the first part~~ i.e. The LAND OWNERS hereby permits the party of the second 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



Rakesh Prasad Sahu 17.1.14
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Asha Realty Developers Pvt Ltd
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Animesh Sahu alias Animesh Kumar Sahu
17/1/2014
Managing Director
Arvind Sahu 17.1.14

and byelaws of Muzaffarpur Municipal Corporation in accordance with Bihar Municipal Act, 2007 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.

- (xiv) That the developer shall be entitled to give applications to the concerned authority for obtaining electrical water and other connections etc.
- (xv) That subject to the conditions of this development agreement, the developer shall 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 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, complaints applications, affidavit, petition and other documents, papers and writing the cost of which shall be borne by the party of the second part i.e. The developer.

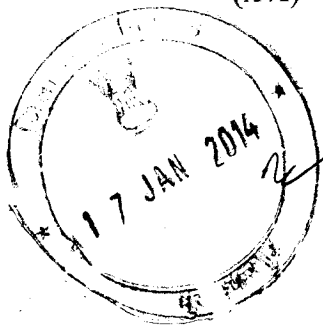
- (xvi) That in case of any legal proceedings in any court or tribunal or forum under law, the party of the second part i.e. the Developer shall take all

Asha Realty Developers Pvt Ltd

Neelhari Gupta
17.1.14
Managing Director

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Animesh Kumar Sahy
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Animesh Sahy alias Animesh Kumar Sahy
17.1.14



measures to protect the title, interest and rights of the party of the first part i.e. the LAND OWNERS and reasonable advice of the party of the first part i.e. LAND OWNERS in this regards shall be obtained by the party of the second part i.e. The developer.

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

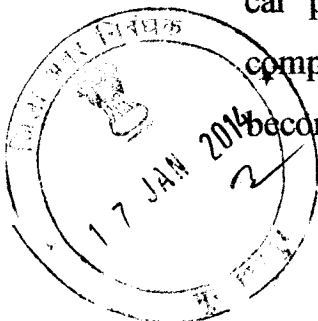
(xviii) That both the parties of the first part i.e. LAND OWNERS and of the second part i.e. Developer will have independently and separately right to allot apartments/ flat/ car parking to their prospective purchasers in the aforesaid construction only to the extent of their share as described in **Annexure-I** annexed with this agreement. 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 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 apartment/ flat/ car parking etc. in respect of their portion. After completion of the project both the parties will become absolute owner of their respective share

Asha Realty Developers Pvt Ltd

Meeknu Garg
17.1.14
Managing Director

Rajni Dhand Sahu
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Animesh Sahu alias Animesh Kumar Sahu
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Animesh Sahu
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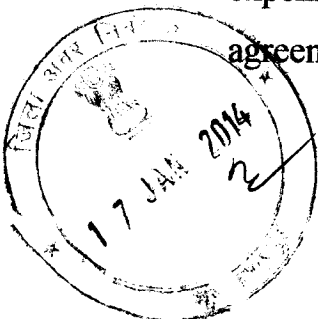


and will sign deed of conveyance and get them duly registered to the extent of their respective share.

(xix) That the cost of two lifts, installation of noise free appropriate generator will be borne by the party of the second part i.e. the Developer. Whereas the party of the second part will maintain the said apartments for three month and thereafter successfully handover to the constituted Association of apartment's flat owners for further maintenance as per agreement in the society so formed. The party of the second par shall help to form Association and the said society as per the apartment ownership Act 2006 and rules made therein. However the building and its fittings and fixtures will be maintained for one year by the party of second part i.e. the Developer.

(xx) That the party of the first 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 second part i.e. the developers to development of the land property in accordance with the terms and conditions of this agreement.

(xxi) That it is agreed that all costs, charges and legal expenses of and incidental to this development agreement including the stamp duty, court fee,



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17.1.14
Managing Director

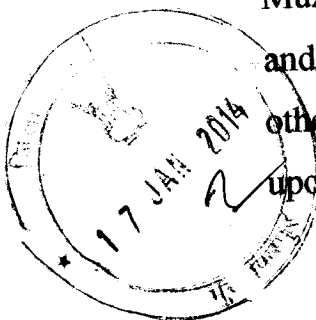
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registration charges etc, shall be borne and paid by the party of second part i.e. the Developers.

(xxii) That the party of the second part i.e. the Developers strictly comply and follow with the approved provisions of certified architect, Muzaffarpur Municipal corporation in accordance with Bihar Municipal Act, 2007 and rules made therein, The Bihar Regional Development Authority Act 1981, the Bihar Apartment Ownership Act, 2006 and all other applicable Acts, with its rules and regulations & notifications made therein in relation to constructions of the intending building complex and the party of the second 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 first part. The details are mentioned in Annexure-II.

(xxiii) That it has been agreed that in case at any time in future, construction of any additional/ built up area on the said premises is permitted by Muzaffarpur Municipal corporation in accordance and/ or by any other applicable law or by any other authority in accordance with law agreed upon between the party of the first part i.e. the



Rabi Prasad Sahu 17.1.14

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17.1.14 Asha Sahu Developers Pvt Ltd

Animesh Sahu alias Animesh Kumar Sahu 17/1/2014

Approved Sahu 17.1.14

Nachhu Singh 17.1.14

LAND OWNERSs and the party of the second part i.e. the Developer and is construed by the party of second part i.e. the Developer the same will be mutually shared between the party of the first part i.e. LAND OWNERS and the party of the second part i.e. the Developers subject to same terms and conditions.

(xxiv) That it has been agreed that the party of the first 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. However if any tax like Service Tax etc is imposed by the Government time to time on the Land owners, it would be paid by the party of the first part i.e. the Land Owners. Thereafter, (from the date of this agreement) all rent, taxes, charges fees, fines, etc shall be borne by the party of the second part i.e. the Developer. And the party of the second part i.e. the Developers will indemnify the party of the first part the LAND OWNERS against the same there after.

(xxv) That both the parties, the party of the first part i.e. the LAND OWNERS and the party of the second part i.e. the Developer agree that any betterment charges, cess, rent, municipal tax or any levy etc. imposed by Muzaffarpur Municipal



Asha Realty Developers Pvt Ltd

Mechhuli Gupta
17.1.14
Managing Director

Rajni Pansod Sahu 17.1.14

Khilish 17.1.14

Animesh Sahu alias Animesh Kumar Sahu
17/1/2014
Approved Sahu 17.1.14

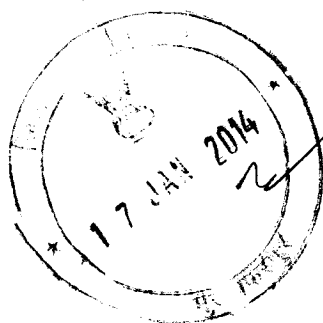
corporation or any other public body or the Government, for development/betterment of the area in which the said premises is located or any other levy becomes applicable during the currency of this agreement on the said premises or the building thereon, then the same shall be borne by the party of the first part and the party of the second part jointly in the proportion of built up area in newly constructed multi-storeyed building complex.

(xxvi) That it has been agreed that the party of the first 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 Department ownership Act., 2006) of the building complex as the party of the second part i.e. Developer.

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

(xxviii) 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



Rajendra Prasad Sahu 17.1.14
17/1/14
Animesh Kumar Sahu 17/1/2014
Animesh Sahu alias Anurad Sahu 17.1.14
Asst. Secy, Developers PVI Ltd
Managing Director

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 i.e. the LAND OWNERS

(b) one arbitrator shall be appointed by the party of the second 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 party of the first part and the party of the second part.

(xxix) 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 and party of the second part.

Asha Realty Developers Pvt Ltd

Nabi Prasad Sahu 17.1.14

17.1.14

Managing Director

17.1.14

Animesh Kumar Sahu 17/1/2014

17.1.14



IN WITNESS WHEREOF the parties hereto of the first part and of the second 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 i.e. the LAND OWNERS.

Rajni Prasad Sahu 17.1.14
1/Khila 17.1.14
Animesh Sahu alias Animesh Kumar Sahu 17/1/2014
Arvind Kumar 17.1.14

Asha Realty Developers Pvt Ltd
Madhuri Gupta 17.1.14
Managing Director

Signed and delivered by the party of the second part i.e. the Developer. M/S Asha Realty Developer Pvt. Ltd., Muzaffarpur through its Managing Director.

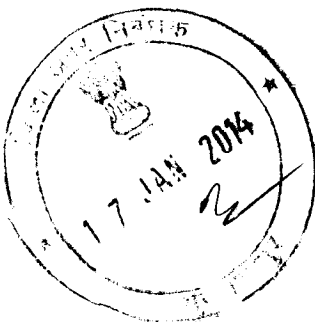
Asha Realty Developers Pvt Ltd

Madhuri Gupta
17.1.14
Managing Director

Rajni Prasad Sahu 17.1.14
1/Khila 17.1.14
Animesh Sahu alias Animesh Kumar Sahu 17/1/2014
Arvind Kumar 17.1.14

WITNESS : 1. Shankar Sharma Sinha
at Room bag, Muzaffarpur
17.1.14

2. गं. पवन कुमार
पिता - स्व. विश्वनाथ सहो
सं. - दामोदरपुर
शाना - काँची
जिला - सुपौ
17.1.14



SCHEDULE – A

SCHEDULE OF PROPERTY

A piece of Land within the limits of Muzaffarpur
Municipal Corporation situated and lying in Mohalla- Sahu
Road, kasba, P.S.-Town, Revenue Thana No. 407 in the
town and district of Muzaffarpur in ward No- 22
(survey ward No- 21) bearing following other descriptions:-

<u>R.S. Khata No</u>	<u>R.S. Plot</u>	<u>Area</u>
89	193	6850 Sqft. or 15.73 Decimals

Boundary:-

North – Avinash Kumar , Rajani Ranjan Sahu
& others

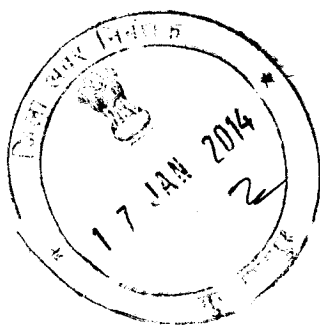
South – Sahu Lane

East – Common Land of first party

West – Rajni Ranjan sahu & others

Type of Land is Branch Road, Residential

Total value of the land – Rs. 1,10,11,000/-



Nagji Prasad Sahu 17.1.14
17/1/14 17.1.14
Asha Realty Developers Pvt Ltd 17.1.14
Managing Director
Arinmesh Sahu alias Arinmesh Kumar Sahu 17/1/2014
Arinmesh Sahu 17.1.14

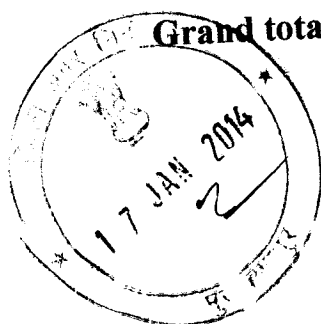
Annexure- I

The schedule of property sharing between the first party Owner's and second party Developers:

Owner's Portion :-

<u>Name of Owner of flat</u>	<u>Flat Number</u>	<u>Built up Area</u>
Rabi Prasad Sahu	Flat No. 301	1081 sq.ft.
	Total	1081 sq.ft.
Akhilesh Sahu	Flat No. 302	1132 sq.ft.
	Part of flat No.502	571 sq.ft.
	Total	1703 sq.ft.
Animesh Sahu	Flat No.303	1142 sq.ft.
	Part of flat No.502	561 sq.ft.
	Total	1703 sq.ft.
Arvind Sahu	Flat No.201	1081 sq.ft.
	Flat No.202	1132 sq.ft.
	Flat No.203	1142 sq.ft.
	Flat No.603	1142 sq.ft.
	Total	4497 sq.ft.

Grand total of owners portion----- 8984 sq.ft.



Asha Realty Developers Pvt Ltd

Meekuni 29/12/14
17.1.14
Managing Director

Rabi Prasad Sahu 17.1.14

Akhilesh 17/1/14

Animesh Kumar Sahu 17/1/2014

Arvind Sahu 17.1.14

Developers Pvt Ltd
11/11/2017
17.1.14
Managing Director

Animesh Sahu alias Animesh Kumar Sahu
17-1-14

Arvind Sahu
17-1-14

Nand Prasad Sahu
17-1-14

Yashil Chandra
17-1-14



Annexure- II

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.

External wall Finish: All external walls will be cement plaster, double coat putty application and finally painted with all weather paint.

Living/dining/lobby/masterbedroom/bedrooms/Flooring :

Vitrified ceramic tiles (2'X2') and matching skirting in all rooms with optional provision of wooden laminated flooring (2'x2') with matching skirting in only one master bedroom on difference payment and prior confirmation of extra charges for the same by the prospective occupant.

Drawing/Dining/living/ and lobby- plastic emulsion paint over putty punning.

Doors and windows: Internal Frame (Chaukhat) in teak hardwood frame and ISI marka flush door with mica top from one side. External window shutter frame of powder

coated glazed aluminium with glass shutter.

Toilet

Walls: combination of glazed tiles up 7' height.

Asha Realty Developers Pvt Ltd

Madhavi Gupta
Managing Director
17.1.14

Dalgi Prasad Sahu 17.1.14

1/Khilesh 17.1.14

Animesh Kumar Sahu
17/1/2014

Animesh Sahu alias
Anurag Sahu
17.1.14

Floor: Antiskid tiles.

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 jaguar etc. for hot and cold water, only in bath system. 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.

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.

Electric Connection/ Meter: Extra cost as per requirement at the time of possession in individual allottee's name and

Asha Realty Developers Pvt Ltd

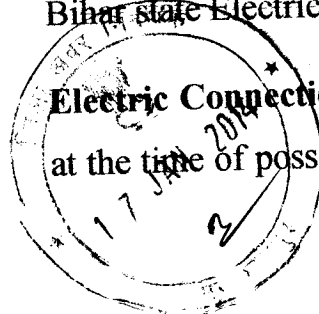
Machhi Sahu
17.1.14
Managing Director

Nadi Prasad Sahu
17.1.14

17.1.14

Animesh Sahu alias Animesh Kumar Sahu
17/1/2014

Arunima Sahu
17.1.14



all meter will be separate in each flat with discussion and permission form Bihar State Electricity Board.

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 six person lift.

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

Asha Realty Developers Pvt Ltd

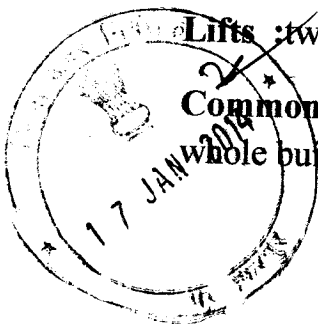
Meelhami Gupta
Managing Director

Nishi Parmar Sahu 17.1.14

17.1.14

Animesh Sahu alias Animesh Kumar Sahu 17/1/2014

Arun Sahu 17.1.14



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 party owners. The promoters will have right to implement the changes if any, in the working drawing of the building. In case of the 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.

Asha Realty, Developers Pvt Ltd

Machhi Complex
17.1.14

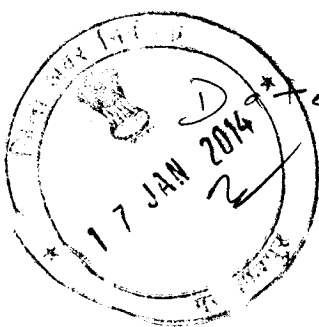
Darab Prasad Sahu
17.1.14

17.1.14

Animesh Sahu alias Animesh Kumar Sahu
17.1.14

Animesh Sahu
17.1.14

certified that this deed
has been prepared by me. Animesh Sahu
Animesh Sahu
17.1.2014
Encl. 7/18/50



The 17/15 day 2 January 2014

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. 220720/-
Addl. Stamp duty paid under Municipal Act Rs. 0/-

Amt. Paid By N.J Stamp Paper Rs. 500/-
Amt. paid through Bank Challan Rs. 240970/-

Registration Fee										LLR + Proc Fee	Service Charge		
FEE PAID	A1	0	C	0	H1b	0	K1a	0	Lii	0	LLR	0	750
	A8	0	D	0	H2	0	K1b	0	Liii	0	Proc.Fee	0	
	A9	0	DD	0	I	0	K1c	0	Mb	0	Total	0	
	A10	0	E	20000	J1	0	K2	0	Na	0			
	B	0	H1a	0	J2	0	Li	0					
	TOTAL-										20000		
Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. -												20750	

Date: 17/01/2014

[Signature]
Registering Officer
Muzaffarpur

Endorsement under section 52

Presented for registration at Registration Office, Muzaffarpur Sadar on Friday, 17th January 2014 by Rabi Prasad Sahu Mangal Prasad Sahu by profession Agriculture. Status - Executant

[Signature]
Signature/L.T.I. of Presentant

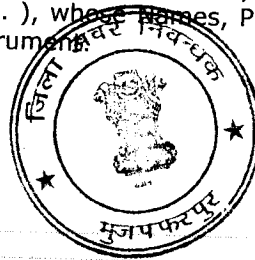
Date: 17/01/2014

[Signature]
Registering Officer
Muzaffarpur Sadar

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Pawan Kumar' age '27' Sex 'M', 'Vishwnath Mahto', resident of 'Damodarpur, ps-Kanti, muz'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 17/01/2014



[Signature]
Registering Officer
Muzaffarpur

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Muzaffarpur Sadar in Book 1 Volume No. 10 on pages on 453 -482 , for the year 2014 and stored in CD volume No. CD-2 year 2014 .The document no. is printed on the Front Page of the document.

Date : 17/01/2014

Token No. : 801 Year : 2014 S.No. : 744 SCORE Ver.3.0

[Signature]
Registering Officer
Muzaffarpur

Deed No. : 737