Serial No. 492 Circle:-:Madhubani Na

T-496

Book No. : 1 Deed No. 530

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

सत्यमेव जयते

INDIA

AA 783790

कोषागार कार्यालय बिहार BIHAR

Serial No. 492

20 JAN 2018

मधुबनी

Devanand Ja

Govt. of Bihar

District Registry Office ,Madhubani

Summary of Endorsement

This document was presented for registration on **01/02/2018** by **Devanand Jha**

A Stamp Duty of Rs. **427780/-** and other Fees of Rs. **20900/-** 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. **530** in Book No. **1**, Volume No. **8** on pages from 15 to [illegible] has been preserved in total **13** pages in C.D. No. **2** / Year **2018**

R-499

Date: 02/02/2018 Token No: 496 /2018

For Sai Homes

Signature with Date

(Rakesh Kumar)

Registering Officer Madhubani

DEVELOPMENT AGREEMENT

This deed of Development Agreement is made on the .....1st... of February 2018, at Madhubani Town in the State of Bihar.

SCANNED BY

Signature

District Registry Office,Madhubani

Token Number 496 | Reg. Year 2018 | Serial Number 492 | Deed Number

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Devanand Jha						
Sig.	Devanand Jha						
Presented By	Devanand Jha						
Sig.	Devanand Jha						
Executant	Gunjeshwari Bahuasin						
Sig.		N/A	N/A	N/A	N/A	N/A	N/A
Identified By	Baleshwar Yadav						
Sig.	बालेश्वर यादव						

Neha Khatoo
02/02/018

नि: आश्रित गुंजेश्वरी बहुआसीन पति
स्व जगदीश झा (मृत) ने हस्ताक्षर निष्पादित
किया है इसकी स्वीकृति मेरे द्वारा मा.अ.161
उपधारा 3(2) के अधीन इस आवेदन के लिए
हस्ताक्षर पेश है इसकी देखकर मेरे द्वारा उक्त के
अभिज्ञात भारी किया गया है 02.02.18

SCORE Ver.4.0 | Powered by IL&FS Technologies Ltd. | Biometric Captured By 4300sop0

Devanand Jha

गवाह बालेश्वर यादव पे० स्व० राकुनलाल यादव
सा० 13 नं० गुमटी गोशाला रोड मंगरौनी
औराजनगर मधुबनी
ता० 1/2/18

BETWEEN

Smt. Gunjeshwari Bahnasin W/o Late Jagdish Nandan Singh resident of Ward no. 3, Madhubani Deorhi, P.O- Madhubani, P.S- Madhubani District- Madhubani, State Bihar, Pin code- 847211 Pan no. ADQPB8564P , Aadhar No. 670384328614, Mobile No. 9431636505

FIRST PARTY/LAND OWNER.

AND

M/S SAI HOMES, a registered firm vide Registration No. 1780/302 dated 11-09-2013 of Jharkhand state and having Registered Office at Flat No. 7H, Ratna Priya Apartment, Latma Road, Hesag, Hatia, Ranchi-834003 and its Patna branch Office at C-22,Kaliashpuri, Hanuman Nagar, Patna-20 and through partner namely:-

Sri Devanand Jha , S/o Trilok Nath Jha, Resident of Flat, No. 7H, Ratna Priya Apartment, Latma Road, Hesag, Hatia Ranchi-834003 in the State of Jharkhand and Represented as Authorized Signatatory. Company PAN NO. ACKFS5804N Mobile No. 8002502596

SECOND PARTY /DEVELOPER.

And where by the first party Land Owners who are owners of the land which is state at the foot of this agreement as Schedule I, desire to construct a Multistoried residential building on their land with the help of a reputed Developer who could develop and construct a residential building complex at his own cost and by that the first party could acquire as their share, the built up area in the said building complex in the shape of flats and Car Parking space.

And so the first party being interested in getting a multistoried residential Building complex Development and constructed on their land contacted the second party, and both of them after fully discussion on all matters relating to construction of a multistoried. Building, both agreed to Develop a Multistoried Residential Building Complex on the land is issue on certain terms and conditions as agreed between both the parties and which land have been fully stated below and also as Schedule I at the end of this agreement:-

For Sai Homes
Authorised Signatory

श्रीमती गुंजेश्वरी बहनसीन
9-2-2025

आज दिनांक 1-2-18 को सा० कामत भवानीपुर देवड़ी वार्ड नं० 3 में मो० गुंजेश्वरी बहुवासिन पति० स्व० जगदिश नन्दन सिंह पेशा गृहणि के निवास पर पहुँच कर मैंने उक्त मो० गुंजेश्वरी बहुआसिन की जाँच की उनका पहचान श्री बालेश्वर यादव पे० स्व० सुकन यादव सा० 13 न० गुमटी गौशालारोड सम स्थानिय पेशा गृहस्त ने मेरे सतीश के अनुरूप है। उक्त गुंजेश्वरी बहुवासिन ने सकारा की यह दास्तावेज इनहोने निषपादित किया है तथा पहचान एवं पहचान का दास्तविज पर फोटो चिपकाया गया है। जिनकी अंगुलियों की छाप मेरे द्वारा दास्तावेज एवं छाप वहि पर लिया गया है।

श्रीमलाल [illegible]
कमिश्नर
1/2/18

3
1/18

श्रीमती गुंजेश्वरी बहु आसीन
9-2-2018

4
1/18

ग० बालेश्वर यादव पे० स्व० शकुनलाल यादव
सा० 13 न० गुमटी गौशालारोड मंगरौनी
ओ० राजनगर मधुबनी मोकिरा
निशान हमारे सामने बनाई
No 1/2/18

उपर्युक्त रिपोर्ट से मेरा समाधान हो गया है कि उक्त मो० गुंजेश्वरी बहुआसीन ने यह दस्तावेज निष्पादित की है। तदनुसार इसे निषेधन के लिए स्वीकृत करता हूँ।

02-02-18

relating to construction of a multistoried. Building, both agreed to Develop a Multistoried Residential Building Complex on the land is issue on certain terms and conditions as agreed between both the parties and which land have been fully stated below and also as Schedule I at the end of this agreement:-

FULL DESCRIPTION OF THE LAND OF THE APARTMENT

Situated at:-

Mauza- Kamat Bhawanipur Urf Kamat Madhubani Under Town ward no. 3 Madhubani Pragana Hati P.S.&Registry Office & Disrict- Madhubani Under Jamindari Bihar Sarkar Revenue Circle Rahika Revenue Thana No. 34 Touzi No. 6424. Jama Bandi No. 308. By name Gunjeshwari Bahuasin. Khesara No. (Old) 2676. 2677. 2678. 2679. 2700. 2701. 2702. 2703. Part . Khesara No. (New) 655 Total area of the land 14 Katha 12 Dhur. Decimal 63.656

And as such the first party presently has right. title and interest in the land is issue and so the land owner is the absolute owner of the said Property. The Said Land in Schedule I is Ancestral Property of the Land Owner.

The first party, the Owner of the land is issue declared the following true acts regarding his land is issue:-

1. That the land under agreement for development fully detailed in schedule no. 1 of the foot of this deed of agreement is Ancestral property and first party has perfect right, title and interest and exclusive possession over the same and the said is free from all encumbrance. There is also no any other share holder of the land described in the Schedule No. I at the foot of this agreement.
2. That the first party (Land Owner) has not created ay encumbrances on the said land or any par there of, by way of sale, mortgage, exchange, lease, trust, agreement, or any other encumbrances what so ever.
3. That the land under agreement is free form any acquisition/requisition under any of the statutes and is free from any defects.
4. That there is no suit, any criminal or Civil litigation going on or any liabilities in respect of land under agreement in any court of justice and there is no any order of injunction from any competent court.
5. That the land owner have not entered in to any past agreement for transfer or development of the said land, the

For Sai Homes
Authorised Signatory

Schedule no. I. property or any part there of or entered into any other agreement with any other person.

Whereas the second party is a well reputed Developer, who Develops and construct residential or complex or multistoried Building and developer second party has agreed to develop the land of the Owner first Party fully detailed in Scheduled no. I at the foot of this deed of agreement with the following terms and conditions:-

(i) That the Land Owners, first party hereby appoint the developer second party as developer of the said land of Schedule I who has accepted from the Owner first party, the exclusive right, possession and licence to develop the said land detailed in Schedule No. I.

(ii) That the developer Second Party and the Owner first party have jointly agreed that the construction on schedule I land per low Nagar Parisad Madhubani the Developing Area shall be constructed by the Developer as per plan sanctioned by the said Nagar Parisad Madhubani.

(iii) That the Owner shall after the execution of this agreement allow every facility to the developer. Their staffs Engineers, Architects or any other of development of the land in issue.

6. That the duration of competition of the said development/construction of the said building over Schedule I property shall be Four Years with further grace period of 6 Months from the date of approval of map from Nagar Parisad Madhubani and the first party will hand over possession of the land to the second party till **four years six months** in case of failure to complete the building within the fixed period aforesaid an amount of **Rs. 25,000/-**(Rs. Twenty Five Thousand only) per month as fine has to be paid by the Developer to the land owner (First Party). The duration of completion of the said building may be extended from the aforesaid period for further six months or more according to the situation and circumstances, but subject to fine except if the non-completion is due to reason of any Natural calamities.

7. That the second party developer can apply for Loan before any financial institution or any commercial bank of banks or Life Insurance Corporation of India Housing Finance Limited etc. on his land and he may obtain loan form any of them for the purpose of construction of building

For Sai Homes
Authorised Signatory

9-2-2022

aforesaid on his land or the constructed flats and the first party land owner will not raise any objection and rather he will co-operate and will execute any document in this regard if so required and shall Co-operate with the second party in taking such loan, even from market.

8. That after construction of the building over the land, the developer second party will give 32.5% Flats, and respective land area and parking space to the Owner first party and so 32.5 % Share will be called as "Land Owner Area" and land Owner is free to sell mortgage or gift of transfer the said flats etc. of his share to any person or he may use the same as he likes, and rest 67.5% share of flats, and respective land will be in possession of the developer second party and will be called "Developer Area" and so the developer Second party will nave very rights to sell or lease or transfer or use the aforesaid share of 67.5% built up area relating to flats, and respective land and concerned parking space in any other manner as he likes.

9. That 67.5% of the total built up area of the said building after completion of the project as per the agreement shall exclusive belong to the developer second party and shall be called the "Developer Area" to which it along shall e entitled as on absolute Owner having constructed the same at his Own cost and expenses.

10. That the Land Owner or in the case of death of the Land Owner, her heirs successors Sri Nagendra Narayan Jha S/o Late Pushkar Jha resident of Ward no. 3 Madhubani Deorhi . Madhubani shall exclusively be entitled to the "Land Owner area", the first party's flats and they shall have absolute right, over the Land Owner's area i.e. 32.5% of the total built up area including flats and respective land and concerned parking space into the apartment and shall be fully entitled to sell or sub-lease or mortgage or transfer or use in his own manner as deemed fit by them.

11. That the developer or in case of his death, legal heirs of successor or his nominees shall exclusively be entitled to the 67.5 % total built up area including flats and respective land area and concerned parking space and he or they shall have absolute right over the developers area and he or they shall be fully entitled to transfer or sell or sub-lease or use in his own manner as deemed fit and proper by him or them.

For Sai Homes
Authorised Signatory
1/02/18

9-2-2092

12. That the stair case and all common spaces will be kept for common use for all the legal occupants of the said building.
13. That the Owner shall not demand any amount or interest or any other charges from the developer as the developer has to construct the said building from his own cost and the Owner will have also right to visit and inspect the construction are and Developer will co-operate in such matter.
14. That the developer second party will have right to enter into agreement with any other person in regard to sell or lease or transfer of flats of his own share i.e. 67.5% of built –up area.
15. That after completion of the construction of the said building, the Land Owner will be free to execute sale deed or any deed or lease deed of his share in favour of the allottees or any person and the cost of the stamp duty or other expenses will be born and paid by the transferee/purchaser of lessee only. The apartment is issue , will be constructed as per Bihar Apartment Ownership Act, 2006. Gazette on 22.02.2006 and which came in force at once.
16. That the Owner shall, at no point of time during the course of this agreement dispossess the said developer from the said land because the Developer will be investing lots or money in the said building development.
17. That the developer and land Owner both have agreed about the name of the Building as Being **"GUNJESHWARI APARTMENT"**
18. That the developer is entering in to this development agreement after examining the documents of title of the Owner relating to said land and Owner undertakes to produce the original documents and all concerned papers and receipts when required by the developer and she will be ready to submit in the concerned Office, if necessary. The land Owner has also assured about her perfect, rights, title and possession over the land in issue.
19. That the Land Owner shall be liable to pay all fine relating to land under development or any kind of dues if in existence for the period which are or before the date of this agreement and developer shall be label to pay any fine if imposed due to any reason by any authority or any dues for the period after this agreement.

For Sai Homes
Authorised Signatory

9-2-2022

20. That the developer may nominate and appoint any person to perform and control the work of development of the building and in case of non-completion of construction of Apartment by the Second Party, the Developer in time he the Second party may by an agreement appoint or delegate his all rights of this agreement to another Developer for completion of the construction Apartment but with the full knowledge of the first Party, Land Owner.
21. That after completion of construction of Apartment there will be a "Society" of flat Holders/purchasers or occupants with the consent of first and second party and the legal occupants will be only member of such society and by which the maintenance or Apartment and security of the flat Holders will be also looked into and considered by it and appropriate action will be taken by it.
22. AND WHEREAS after the Registration of this Development Agreement in Registry Office, the owner and Developers shall be entitled to sell or enter into agreement for sale or other agreement or mortgage their shares directly to its prospective buyers or any financial institutions.
23. That after the completion of the construction of the building project developer/promoter/land owner shall be absolute owners of their respective shares and they will be entitled to sell/transfer as per Provisions of Bihar Apartment Ownership Act, 2006 u/s 5(1) & 5(2) and others.
24. That it is further agreed by the parties that any alteration in the approved building plan within the parameter of the Nagar Parisad Madhubani building rules and regulation which may be deemed necessary during or after the sanction of the building plan shall be done by the developer with the prior consent of the land Owner and the developer may alter such changes at its own risk and expenses. If any further construction will be made then the same shall be distributed between the land Owner and developer as per the above mentioned share. In case the entire building is required to demolish or is razed as a result of natural calamity and the building becomes inhabitable, all Owners, Developers and purchasers, title holders to the building will have proportionate share of land. But no individual title holder is entitled to demolish his flat or building and demand share in the land.

For Sai Homes
Authorised Signatory

25. That in case if any dispute of differences between the party arising out of or in relating to this development agreement, the same be settled by the arbitrators appointed by consent of both parties and arbitration proceeding will be conducted as per the Arbitration and conciliation Act. 1996 (Act 26 of 1996) and both parties will obey. the award. the decision of the arbitrators.

SCHEDULE- I

Mauza- Kamat Bhawanipur Urf Kamat Madhubani Under Town ward no. 3 Madhubani Pragana Hati P.S.&Registry Office & Disrict- Madhubani Under Jamindari Bihar Sarkar Revenue Circle Rahika Revenue Thana No. 34 Touzi No. 6424. Jama Bandi No. 308. By name Gunjeshwari Bahuasin. Khesara No. (Old) 2676. 2677. 2678. 2679. 2700. 2701. 2702. 2703. Part . Khesara No. (New) 655 Total area of the land 14 Katha 12 Dhur. Decimal 63.656 Within in the limit of Nagar Parisad Madhubani Registration Office Madhubani District- Madhubani Bounded as follows: -

North- Self and Ugradeo Jha . etc.

South- Self

East- Tank

West- J.N. College

Which Total Market Value of above land is Rs. **21389000/-** (Two Crores Thirteen Lacs Eighty Nine Thousand Only) BRANCH Road Residential

SHARE DISTRIBUTION

Land Owner Share :

32.5 % of Total Built-Up Area along with car parking in total constructed Built-Up Area

Rest 67.5 % of Total Built-Up Area and car parking shall be developed share only.

SCHEDULE II

A) FEATURES AND SPECIFICATION OF FLATS FLOOR&WALLTILING:

1. The flooring in the living room. bed room. dining area. kitchen and balcony will be of Class- I Marble.
2. The flooring in bath rooms. toilets will be of Class- I Marble flooring.
3. Cermic/glazed tiles will be provided in toilets upto 7'ht. from finished floor level in kitchen in will be upto ht. of 2'-0" From kitchen plat form.

For Sai Homes
Authorised Signatory

B) SANITARY WARE & FITTINGS:

1. All water closet and wash basins will be in white ceramic, with low level white cisterns made up of PVC depending upon bulk availability.
2. All top fittings will be of chrominum plated brass. In case of non-availability in bulk, these will be substituted by some other suitable materials.

C) KITCHEN PLATFORM & SINK:

Top of kitchen platform will be of granite with Stainless steel sink.

D) DOORS & WINDOWS:

1. Wooden door frame in toilet, kitchen and other door frame will be made of locally available hard wood and door shutters will be of factory made 30 mm thick hard core flush shutters painted with two coats of synthetic enamel over a coat of primer.
2. Window frame and shutters will be of wood and with ms Frame and grills will be finished with enamel paint over primer.
3. All the doors will be provided with a night latch, magic eye and a Ldrop. All other door fittings will be of onodised aluminium.

WALLS:

1. Interior walls will be decorated by plaster of paris with one cost of cement primer.
2. Exterior wall will be finished with cement based snowcem permanent finish depending upon bulk availability.

PLUMBINGAND WASTE WATER LINES:

1. All concealed plumbing for supply water will be of G.I. Tata pipes and external soil or waste water lines will be PVC pipe in a two stack system with geyser line connection in bath room.

ELECTRICTIY SUPPLY AND WIRING:

1. Wiring will be concealed and suitable for 1/3 phase supply. The actual supply may, be of single or 3- phase in accordance with rules and regulations of Bihar State Electricity Board in force at the time the complex is energized by them. If the Bihar State Electricity Board requires space within the compound to erect a transformer, the flat-owners shall be deemed to have given permission to M/S SAI HOMES, for allotment of such space .

For Sai Homes
Authorised Signatory

Location of transformer and main board will be decided by the company and Bihar State Electricity Board.

2. Each flat will be provided with a separate meter located on the main electrical panel board. A separate meter (s) for common services will be provided on main electrical board.

3. All bed rooms, living and dining areas shall have I plug point, 2 light points, I fan point, 1-5A plug point, In addition the master bed room living and dining area shall have a 15 A plug point, One 15 A plug point will also be provided in kitchen and toilet of master bed room.

TELEPHONE AND T.V CABLES:

1. Telephone cable will be provided from each flat upto common junction point (tag-block) at the gate or other suitable location. No wires will be drawn beyond this stretch.

2. Individual Television cables will be provide through concealed conduits for television connection from the terrace to each flat.

3. Intercom facility shall be provided to the flats.

EXHAUST FAN OPENING:

If the structural design of complex permits, provision of a suitable opening for an exhaust fan shall be provide.

Notes:- All specification, sizes and layout etc. are subject to minor variations, additions, alteration by the company upon suggestion of its consultants. Any features not included in this list but desired by a flat owner may be given at company's discretion at additional cost.

AMENITIES:

WATER:

A 24 hrs. water supply will be provided to all the flats or common area from own central boring systems as per the design of P.H.E.D. consultants.

SWERAGE:

Suitable arrangement for rain storm and soil water disposal shall be provided as per the design of P.H.E.D consultants.

SERVANT ROOM/PARKING:

There is a provision of reserve parking space as per requirements of Patna Regional Development Authority/ P.M.C (Municipal Authority) some of them may be opened and some covered depending upon the availability of space.

For Sai Homes
Devanand 4-1/02/18
Authorised Signatory

श्रीमती गुंजेश्वरी बहु आ सीन
9-2-2092

मधुबनी
01.02

As the total car parking space and servant room is less then the total number of occupants, individual allotment as reserve parking space/servant room will be done on first cum first serve basis at an extra cost by the company.

After going through the contents of the same in presence of the witnesses who have also signed hereunder after understanding the contents of the deed.

Whereas the contents of this deed of agreement have been ready by us and both parties have understood if fully well and the same are true and correct to their best of knowledge and believe and the same shall be bindings on them and also on their legal heirs. Successors in interest and after full satisfaction by the both parties and there being no nay undue influence or any coercion and with free consent and in cool and sound mind, both parties have put their signature for accepting this agreement before two independent witnesses:

श्रीमती गुंजेस्वरी बहु आसीन
9-2-2018

Signature of Land owner.

1. ग० बालेश्वर यादव
पे० स्व० शकुन लाल यादव
सा० 13 नं० गुमती गोशाला
रोड मंगरौनी ओ० राजनगर
मधुबनी

For Sai Homes

Devanand 1/02/18

Authorised Signatory

Signature of Developers.

(Drafted as per instructions of the party.

2. कन्हैया झा
पे० श्री रमानन्द झा
बी० एन० झा कॉलोनी
ज वार्ड नं० - 7
मधुबनी

BHR20180200198 6M
online verified with
1/02/18

जिला अवर निबंधक
मधुबनी
01.02

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. 427780/-	Amt.Paid By N.J Stamp Paper	Rs. 1000
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 447680

Registration Fee

FEE PAID

A1	20000	C	0	H1b	0	K1a	0	Lii	0		
A8	0	D	0	H2	0	K1b	400	Liii	0		
A9	0	DD	0	I	0	K1c	0	Mb	0		
A10	0	E	0	J1	0	K2	0	Na	0		
B	0	H1a	0	J2	0	Li	0				
								TOTAL-	20400		

LLR + Proc Fee		Service Cha
LLR	0	500
Proc.Fee	0	
Total	0	

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 20900

Date: 01/02/2018

Registering Off
Madhu

Endorsement under section 52

Presented for registration at Registration Office, Madhubani on Thursday, 01st February 2018 by Devanand J Triloknatt Jha by profession Others. Status - Claimant

Devanand Jha

Signature/L.T.I. of Presentant **Date:01/02/2018**

Registering Off
Madhut

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Baleshwar Yadav' age '42' Sex 'M', 'Shakun Lal Yadav', resident of 'At.-Gaushala Road Mangurani, Cir.-Rajnagar, Madhubani',), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

बालेश्वर यादव

Date : 01/02/2018

Registering Offi
Madhub

Endorsement of Certificate of Registration under section 60

Registered at Registration Office, Madhubani Sadar in Book No. 1 Volume No. 8 on page no. 15 to 27 for the y 2018 and stored in CD Volume No. 2 , year 2018, The document no. is printed on the front Page of the docum

बिहार सरकार

Token No. : 496 Year : 2018 S.No. 497 SCORE Ver.4.1

Date : 02/02/2018

Deed Registered by O
Madhubani

DEED NO: 530

SCANNED BY
Signature