

Serial No. 4354 Circle:-Mushahari (Town)

Book No. P1 Deed No. 5859

Serial No. 4354

Deed No. 5859



Govt. of Bihar
District Registry Office, Muzaffarpur

Summary of Endorsement

This document was presented for registration on **10/02/2016** by **Arti Sinha**.
A stamp duty of Rs. **181000/-** and other fees of Rs. **21450/-** has been paid in it.
The document was found admissible. The names, photographs and fingerprints and signatures of the executants, and their identifier, who have admitted execution before me, are affixed on it.
The document has been registered as deed no. **5859** in Book No. **1**, Volume No. **83** or **62** and has been preserved in total **18** pages in C.D. No. **13** / Year **2016**.

सशस्त्र सेना झंडा दिवस



7 दिसम्बर - 7 DECEMBER
ARMED FORCES FLAG DAY

Date: 05/03/2016

Token No: 4434 /2016

Signature with Date
(Nilesh Kumar)
Registering Officer, Muzaffarpur

Signatures of the
the reverse page.
pages from 45 to

DEVELOPMENT AGREEMENT

This Development Agreement made and entered into at Patna on this
10 day of February, 2016.



SHRISIL HOMES PVT. LTD.
DIRECTOR
Dinesh Kumar

Arti Sinha 10/2/16
For Shrisil Homes Pvt. Ltd.
Dinesh Kumar

10/02/16
अमित कुमार

District Registry Office, Muzaffarpur

Token Number 4434

Reg. Year 2016

Serial Number

Deed Number

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Dhiraj Kumar (Director) <i>Dhiraj Kumar</i> 10/02/2016						
Executant	Arti Sinha	☒ Photo	☒ Thumb	☒ Index	☒ Middle	☒ Ring	☒ Little
Sig.							
Presented By	Arti Sinha <i>Arti Sinha</i> 10/02/2016						
Identified By	Nand Kishore Prasad						
Sig.	<i>श्री नन्दकिशोर प्रसाद</i> <i>श्री नन्दकिशोर प्रसाद</i> 10-2-16						

SCORE Ver.3.0

Powered by InfoSystem and Solutions, Patna

Biometric Captured By 1400sop009

SHRISHI HOMES PVT. LTD.
Dhiraj Kumar
DIRECTOR

Arti Sinha
10.2.2016

अथवा जोत्या जमीन नक्का कार्ड तप पगले शास्त्र (त.प्र.प. है- जोर अ.का.प.ह.प्र.का.वि.)
स्थल जांच कि.वा
अमित कुमार

BETWEEN

SMT. ARTI SINHA, Wife of Sri Mintu Prasad Sinha, resident of mauza Kanhauli, Bishun Dutt Shastri Nagar, P.S. Mithanpura, District Muzaffarpur, State of Bihar, hereinafter referred to as the "**LAND OWNER**", (which expression shall unless excluded by or repugnant to the context or meaning thereto mean and include her heirs, successors, executors, administrators, legal representatives, nominees and assignees) of the **FIRST PART**. Age - 51

Mob - 09890852130 PAN - AQWPS8042E
AND

M/S SHRISTI HOMES PRIVATE LIMITED, a company incorporated under the applicable provisions of Indian Companies Act, 1956, having its registered office at Shyam Residency, Road No. 03A, Mahesh Nagar, P.S. Patliputra, Town & District Patna, through its authorized Director **Sri Dhiraj Kumar**, son of Late Shyam Chand Prasad, hereinafter referred to as the **Builder/Developer** (which terms and expression unless excluded by or repugnant to the context shall deemed to include its executors, administrator, legal representatives, assigns and successors-in-office) of the **SECOND PART**. Age - 45

Mob - 9835422640 PAN - AALCSS142D

WHEREAS, the property hereby to be developed, fully described in Schedule-I of this Development Agreement, measuring an area of 04 katha 09 dhoors of land, little more or less, pertaining to Survey Plot No. 2421 (New) & 1917 (Old), Khata No. 150, under Thana No.411, Ward No.47, Thana Code No.047, situated in mauza Kanhauli Bishundutt, Pargana Bisara, P.S. Mithanpura, Anchal Mushari, Sadar Registry office and District Muzaffarpur. The details of aforesaid land is fully described in Schedule-I of this deed of Development Agreement.

WHEREAS, the aforesaid land is the self acquired property of the above named land Owner, who purchased the same under 05 (Five) separate reregistered deeds of absolute sale from Sri Chandra Mohan Mishra, Son of Late Yugeshwar Mishra. 00000000 The details of sale deeds by which the above named land owner purchased he aforesaid property is clearly mentioned hereunder :-



Arti Sinha 10/12/16

For Shristi Homes Pvt. Ltd.
Dhiraj Kumar
Director

श्री अरवि कुमार शर्मा
21/12/16
21/12/16

SHRISTI HOMES PVT. LTD.
Dhiraj Kumar
DIRECTOR

Sl.No.	Sale deed No.	Dates	Area
			Katha -Dhoor.
1.		08/06/1998.	01 - 01.
2.		08/06/1998.	01 - 00.
3.		08/06/1998.	01 - 00.
4.	6417.	11/04/2000	01 - 05 (2208 Sq.ft).
5.	6418.	11/04/2000	00 - 03 (256 Sq.ft).
			04. 09

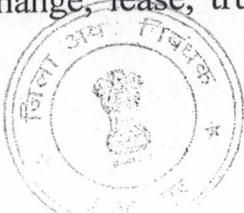
WHEREAS, the above named land Owner is seized and possessed of land or otherwise sufficiently entitled to transfer or enter into an agreement for Development with the developer for construction of one or more multistoried building complex over the Scheduled land.

WHEREAS, the above named Land Owner got interested in getting a multistoried 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 their 60% of the land to be conveyed by the Land Owner to the developer.

WHEREAS, when the Developer Second Part came to know the desire of the Land Owner, **SRI DHIRJ KUMAR**, one of the Directors of **M/S SHRISTI HOMES PRIVATE LIMITED**, approached the above named Land Owner and showed his willingness to develop the aforesaid land on conversion basis. The Land Owner and the Developer entered into a negotiation and on representation and declaration made by the Owner as hereinafter recorded at between the parties hereto upon the terms and conditions hereinafter appearing.

IT IS REPRESENTED & DECLARED BY THE OWNER:—

- That the land fully mentioned in Schedule- I of this Development agreement is under her 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.
- That there is no attachment, either before or after the judgment and there is no claims, demands, suits, decrees, injunctions, orders, lispendense, notices, petition or adjudication order affecting the said property or any part thereof.
- That the Owner has 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



3

AZ

Atti Sinha
10/2/18
For Shristi Homes Pvt. Ltd.
Dhiraj Kumar

21. Ramesh Kumar Sinha
S/o Late. Chandrabhushan P. Srivastava
Prof. Colony, Dighi West
Durgam

SHRISTI HOMES PVT. LTD.
Dhiraj Kumar
DIRECTOR

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, Regional Development Authority (Dissolved), 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 Owner, 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 Owner is neither a benamidar nor a Trustee for anyone in respect of the said property or part thereof.
- vii) That the Owner has not entered in the past into any agreement for sale or development of the said property or any part thereof nor has made any agreement with any one whomsoever regarding the said property or any part thereof. The Land Owner declares and agrees 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 herself and the developer in no case will be responsible to sorted out the said problem, in this regard any loss monetary or otherwise arising due to above reasons the builder will be kept totally indemnified by the Land Owner.

2. AND WHEREAS, at the request of the land Owner, the aforesaid Developer agreed to construct one or more multistoried 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 40% of the total Super Built-up area to the Land Owner in proposed multistoried Building complex in consideration for the value of the said property and the remaining area i.e. 60% 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 would have absolute right, title and interest over their respective shares.

3. As a result of negotiation between the parties hereto and on the representation and declaration made by the Owner 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.



9/11/2016
Arati Sinha

For Christ Home Pvt. Ltd.

Kumar

Director

CHRIST HOME PVT. LTD.
Director
Kumar
DIRECTOR

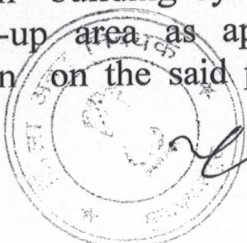
NOW THESE PRESENTS BETWEEN WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :—

1. The Owner hereby jointly appoint the aforesaid developer as the developer of the said property and irrevocably ~~grant permission~~ to develop the aforesaid ~~Land~~. The Developer hereby accepts from the Owner exclusive right, possession and license to develop the said property, fully described in Schedule-I of this Development Agreement, hereinafter written in the manner and on the terms and conditions hereinafter mentioned.
2. It is also agreed between the parties that immediately after execution and registration of this Development Agreement, the Developer shall prepare a building plan or drawing through a registered architect for the entire land for construction of the proposed multistoried building complex.
 - A. That it is agreed between ~~the parties~~ that the developer will be fully entitled to get the building plan approved in its own name and signature and all the papers to be required for approval of the said building plan shall be provided by the land Owner to the developer but before submitting the proposed building plan with the concerned authority, the developer shall obtain necessary consent/permission from the land Owner. The expenditure to be incurred to obtain such approval shall be borne and paid by the developer.
 - B. That it is further agreed by the parties that any alteration in the aforesaid plan which is in the ~~parameter of~~ Muzaffarpur r Municipal Corporation Building Rules & Regulations, norms and custom, which may permit necessary shall require to obtain necessary consent/permission of the Owner' by the developer and the developer shall be fully entitled to make such alteration. There shall no alteration except within permissible limits to the map approved by the Muzaffarpur Municipal Corporation, the replaced body of the Muzaffarpur Regional Development Authority.
3. That the Owner agreed to ~~convey, transfer or~~ assign to the Developer free from attachments, charges & encumbrances 60% of undivided share in the said property at and for the consideration and on the terms & conditions mentioned hereinafter.
4. The Developer and the Owner have jointly assessed that based on presently permissible F.A.R. as per Muzaffarpur Municipal Corporation building bye-laws it shall be possible to construct total built-up area as approved by Muzaffarpur Municipal Corporation on the said property, whose built-up area shall be

10/12/16
Arati Sinha

For Shristi Homes Pvt. Ltd.

Dhiraj Kumar



5

DIRECTOR
Dhiraj Kumar
SHRISTI HOMES PVT. LTD.

distributed over several floors of the said building and on that basis this agreement is being entered into by the and between the parties. The parking space will also be distributed on the same percentages i.e. Owner will have right of 40 % parking space as the Owner's area.

5. That it is agreed between the parties that the Developer will handover 40% area / share of the total super built-up area along with all fitting, fixtures and amenities to the Land Owner in consideration for the value of the land and the Land Owner will be absolute Owner of the said 40% 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.
6. That 60% of the Owner's share in terms of flats will be distributed and allocated with the mutual consent of both the parties.
7. That the Owner and her nominee/s shall solely and exclusively be entitled to the Owner's area i.e. 40% of the total super built-up area and she shall have absolute right, title and interest over the Owner's area and shall be fully entitled to use and enjoy the same and shall be fully entitled to transfer convey grant or otherwise alienate her interest in any manner as deem fit by her 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 Owner .
- A. That the Developer second part is agreed to construct the proposed multistoried building complex at its own cost and expenses and in consideration of the cost of construction, the developer will get and retain 60% of the total super built-up area in the proposed multistoried building complex and the Developer will be free to transfer, sell, or mortgage the aforesaid 60 % of the Builder's area and for that the Land Owner will have no objection. However, the Developer shall take care to sell its share to those having no criminal records.
- B. That the developer and or its nominees shall solely and exclusively be entitled to developer's area i.e. 60% of the total super built up area and shall have absolute right, title and interest over the Developer's area and they shall be fully be entitled to transfer, convey, otherwise alienate their interest in any manner as they deem fit and proper to any person, association of persons, firm, body corporate, co-operative societies, government agencies etc. on

Arati Singh 10/12/16

For Shristi Homes Pvt. Ltd.

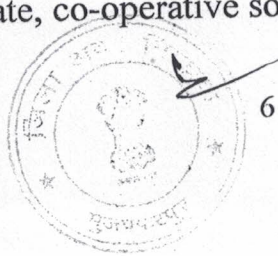
Shristi Kumar

Director

Shristi Kumar

DIRECTOR

SHRISTI HOMES PVT. LTD.



Handwritten signature

such terms and conditions as may be decided by the developer or its nominees individually or collectively.

- C. That the name of the proposed multistoried building complex shall be **"ARTI RESIDENCY"**.
- D. That the Developer, their staffs, workers, Engineers, Architects and Agent etc. will have all the right to enter into the said property to enable the Developer to carry out the various pre-developmental works.
8. That developer agree s to construct the proposed multistoried building complex and handover the vacant possession of the Owner's share/ area to the Land Owner with all fittings, fixture and amenities within a period of 30 (Thirty) months from the date of sanction of the building plan or from the date of handing over the vacant possession of the Scheduled land to the developer, which ever is later. If the developer fails to complete the project within the stipulated time as mentioned above then in that case the Land Owner will provides 06 months more time to the developer as grace period.
9. As there may be any unavoidable delay due to unforeseen circumstances beyond the control of the developer i.e. strike, natural calamities like floods, earthquake, war, and riots in or around the India affecting the construction work, the period mentioned above shall be extended automatically till disturbances continued and normalcy is restored to start the work, it would be seen and judged mutually by the Land Owner and the developer.
12. It is made expressly clear that the time is essence of this agreement and there shall be no grace period except as mentioned in Para 08 of this development agreement.
13. The Owner shall at no time demand any sum or premium or interest in any dealing regarding the sale of the Developer's Area.
14. This agreement shall not ever be deemed to constitute a partnership of any sort between the parties hereto.
15. The Owner and her nominees and the developer and its nominee/s shall jointly have undivided right, title and interest and share in the total land of the said property in their respective shares i.e. 40% of the Owner and 60% of the Developer after delivery of the Owner's Area to the Owner .
16. That the developer will be fully entitled to execute sale deed or any type of conveyance deed with respect to the developer's share only after handing over the Owner's share to the Owner . However,



27

Arti Sinha 1/12/16

For Shrishti Homes Pvt. Ltd.

Shiraj Kumar

SHRISTI HOMES PVT. LTD.
DIRECTOR
Shiraj Kumar

the developer is entitled to enter into an agreement for sale with its intending buyer/s with respect to the developer's share and may receive advance money against the said agreement.

17. The Owner hereby grant right and license to the developer to take up and proceed with the development planning and construction of the said complex in terms of this Development Agreement and will hand over vacant physical possession of the said property, more fully described in Schedule hereunder given to the developer. This right and license granted to the Developer by the Owner shall be license as contemplated as per provisions of Indian Easement Act.

A. It is agreed that any agreement or arrangement made or entered into at any time before or during subsistence of this agreement by the Land Owner will be treated as breach or violation of the terms and conditions of this Development Agreement and the same should be treated as null and void, and in this regard the developer will be kept indemnified.

B. That any charge, encumbrance, lease or otherwise made over the Scheduled Property or any part thereof by the Land Owner during the subsistence of this agreement shall be treated as breach and violation of the terms and conditions of this agreement.

C. The Owner shall be fully entitled to enter into an agreement for sale or otherwise allot flats and parking spaces and other tenements comprised in the Owner's area/ share in the said building, which does not form the part of the Developer's area. The Owner shall exclusively be entitled to realize all amount receivable under such agreement, sale deeds, deeds of allotment etc. However, the Owner shall get 40% of the Parking Space as the rightful claimant.

19. The Land Owner do hereby nominate, constitute and engage **SRI DHIRAJ KUMAR**, Son of Late Shyam Chand Prasad, one of the directors of **M/S SHRISTI HOMES PRIVATE LIMITED**, having its registered office at Shyam Residency, Road No. 03A, Mahesh Nagar, P.S. Patliputra, Town & District Patna, as her true and lawful attorney and to do, execute and perform in her name and on her behalf any of the following acts, matters, deeds or things as may be required in terms and conditions of this Development agreement in respect to the complex to be constructed thereon.

That after completion of the construction of the building/ project, the respective sharers i.e. developer/promoter and the Land Owner shall be absolute Owner of their respective shares and



9/11/10 | Arati Sinha

For Shristi Homes Pvt. Ltd.

Dhiraj Kumar

SHRISTI HOMES PVT. LTD.

Dhiraj Kumar

DIRECTOR

they will be entitled to sell/ transfer their respective shares as per the provisions of the Bihar Apartment Ownership Act, 2006 and complete the transaction individually.

- B. To enter into an agreement for sale/ execute the sale deed or deeds, receive consideration money from their prospective buyer/s, appear before registrar or Sub. Registrar of Assurance and / or any other office of the Registrar and / or admit the execution of any documents, deeds, instruments, writing or other assurance executed by them in respect of 60% share of the Super built-up area of the developer and to do all other acts, deeds, matters and thing in relation thereto which may be requisite, desirable or necessary in terms of this Development agreement.
- C. To commence, prosecute, institute, defend, oppose and appear and represent the Land Owner in all legal proceedings and also to represent the Land Owner in suit and revision proceeding whether Civil, Criminal, original or appellate in all applications or petition in any court of law as also proceedings before Revenue Authority and/ or in proceedings before Muzaffarpur, Municipal Corporation, Tribunal, Police, Revenue, Stamp Public Works, Postal and/ or Registration authorities and also before all Magistrate, Judicial and Revenue offices or other offices and to issue or accept service of writ process or summons and do all acts and things as may be necessary to protect the interest of the executants and the said Developers in accordance with this Development agreement.

20. **THE DEVELOPER FURTHER UNDERTAKE :—**

- A. To indemnify the Owner and always keep her indemnified and harmless in respect of all claims, damages compensation or expenses payable on account of harm, injury or accident sustained by any workman, artisan or other persons in the property, whether in the employment of the developer or not within or upon the said property and during the period of construction, of the said building thereon.
- B. That developer shall not encumber any portion of the said property or the building made thereon by mortgaging or leasing or alienating in any manner for obtaining loan. However the individual purchaser of the flats/ and car parking space may obtain loan from any financial institution or any other authority concerned to purchase flat and car parking space by mortgaging the said unit to be purchased by the intending purchaser and the purchaser is solely responsible to repay the said loan.



Arati Sinha-10/2/16

For Shristi Homes Pvt. Ltd.

Dhiraj Kumar

Dhiraj Kumar
DIRECTOR

SHRISTI HOMES PVT. LTD.

C. That it is also agreed between the parties that the parking space not to be sold any outsider or stranger other than the inmates of the building. It is further agreed between the parties that except the guard room and reception room no further constructions will be made at the ground floor of the building.

21. That Owner will hand over all the attested photo copies of the relevant and necessary documents, which are required for the development of the land immediately after execution and registration of this Development Agreement. Whenever the original copy will be required by the developer, the same will be shown by the Owner and finally handed over to the society / Owner' Association after completion and hand over the project.

A. Incase there be any defect in title of the Land Owner or there be any liability or any encumbrances on the said property then in such event, the Developer shall be entitled to have such defects cured and/or liability cleared for and on behalf of the Owner after obtaining / taking written consent of the Land Owner at the Owner's cost and expenses, if the reasons whatsoever the same will be adjusted from the land Owner's area of 40% share.

B. All outgoings including municipal taxes and any other charges in respect of the said property shall be borne and paid by the Owner till the date of handing over the vacant possession of the Scheduled Land to the Developer and thereafter the same shall be borne and paid by the developer till the delivery of possession of the Land Owner's area/ share to the Land Owner .

C. After the delivery the Owner's area to the Owner all out going in respect of the said property and the said building thereon shall be borne and paid by the Owner and the developers and their nominees separately and proportionately in the proportion to their respective share in the total super built-up area

D. The word proportionately with all its cognates, variations whenever used in these presents shall mean the proportion in which the parties thereto and/or their nominees acquiring portions of the building are entitled to in the covered area in the building.

22. That after completion and handing over the flats to the respective buyers including the land Owner, all inmates of the building will form an Owners' Association or Management Committee and the persons owing tenements, in the said complex including the Land Owner and her nominees become the member of the said Owners' Association or Management Committee and shall be bound to abide by the Rules and Regulations as may be framed by

Arati Sinha 10/2/16

For Shristi Homes Pvt. Ltd.

Shristi Kumar

SHRISTI HOMES PVT. LTD.
DIRECTOR
Shristi Kumar



Handwritten signature

such organization from time to time and they shall be bound to contribute towards the cost of formation of Owners' Association or management committee and maintenance charge for maintenance of the building.

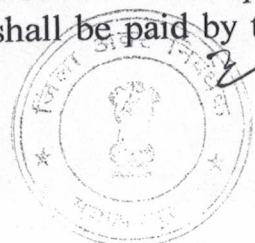
23. The nominees of the developer shall own and hold portion of the building comprised in the Developer's area according to the standard agreement finalized by the Developer in consultation with the Land Owner. The Owner and her nominees shall be bound to hold and own portion of the Owner's area in the said building on the same terms and conditions as contained in the aforesaid standard agreement and to execute similar Agreements but not against the building plan passed by the Muzaffarpur Municipal Corporation,
- A. The common area shall be jointly owned by all the Owner of all the portion of the said building with equal and co-extensive entitlements to use all common area and facilities intended for utilization by occupants of the said building on the same terms and conditions applicable to all such utilization. No Owner of any part of the said building will have any exclusive right, title and interest over the common area and common facilities except the right to common use.
24. Both the Owner and the Developer will jointly be entitled to all permissible future and/or vertical development/ exploitation of the said property and the said complex thereof, in accordance with the Bye-laws, Rules and Regulations, as applicable. The construction, share owing and selling of all such additional built up area will be done in the same proportions and on the same terms and conditions contained in this Development Agreement.
25. That if the Land Owner ask or request the developer to make any extra work, deviation in Owner's area/ flats from the specification as mentioned in Annexure-I to this Development agreement than the Land Owner will have to pay the extra charge for the same on the same rate as fixed by the developer for it's own customers. All charges/deposits required to be paid by the buyers of the Developer's area i.e. charges for electrical connection (Electrical Meter given by the Electricity Board), maintenance deposit and/or any other charges/ deposits will also be payable by the intending buyer, but the developer will obtain electrical connection (Electrical Meter given by the Electricity Board) in the name of the land owners and all the expenses to be incurred for the same will be borne and paid by the developer. The aforesaid charges shall be paid by the intending buyer before the delivery

Arti Sinha 10/2/16

For Shristi Homes Pvt. Ltd.

Shree Kumar

SHRISTI HOMES PVT. LTD.
DIRECTOR
Shree Kumar



[Handwritten signature]

and handing over the vacant possession of the vended property. However no deviation shall be permissible by the Owner at all.

26. That in construction of the said building material articles, fittings and fixtures etc. shall be used as per the specifications which has been mentioned and detailed in Annexure-1 which would be the part of this development agreement. The developer shall strictly follow Annexure-1 of this development agreement.
27. That the Land Owner or her nominees are entitled to verify and supervise the quality of materials to be used for construction of the building. If the Land Owner or her nominee finds that the materials which are being used for construction is not up to the marks and of good quality as per Annexure-1 of this development agreement then the Land Owner will intimate the same to the developer and suggest to use materials as per Annexure-1 of this development agreement and the developer shall bound to change the same as per the direction of the Land Owner .
28. The Owner agrees that if any levy is imposed by the Muzaffarpur a Municipal Corporation or any other public body or bodies or the government for the development/ betterment of the areas, in which the said property is located or the complex is built or any other statutory/ levy becomes applicable on the said property or the building thereon, then the same shall be paid by the Developer, Land Owner and or their respective nominees Buyer or Buyers / or the flat Owner jointly in the same proportion as their respective shares of built-up area in the said building.
29. The Developer agrees that in case any fine or penalty is imposed on the said building for any alleged deviation from the sanctioned plan resulting in any excess construction of the built-up area then the same will be borne and paid only by the developer.
30. It is agreed that in all transfer, conveyance of built-up area the purchasers/transferees shall bear the cost of stamp duty, court fee and other registration charges.
31. That in case of any dispute or difference between the parties arising out of relating to this Development Agreement, the same shall be settled by reference of dispute or difference to the Arbitrator appointed by the parties to this Development Agreement and such Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. If the parties do not agree for reference to Arbitration,

10/12/16

Arati Bishnoi

For Shristi Homes Pvt. Ltd.

Shristi Kumar

Director

Shristi Homes Pvt. Ltd.
Director
Shristi Kumar

then the Dispute shall be settled by recourse to competent Civil Court.

IN WITNESS WHEREOF, both the parties put their respective signatures on the day month and year first above mentioned in pres

WITNESSES :—

1.

Signature of Land Owner

Arti Sinha

Signature of the Developer

For Shristi Homes Pvt. Ltd.

Dhiraj Kumar

10/01/2016 Director

SCHEDULE-1

Details of Property Owned by the land owner

All that piece and parcel of vacant land measuring an area of 4 kathas 9 dhoor of land, little more or less, pertaining to Survey Plot No. 2421 (New) & 1917 (Old), Khata No. 150, under Thana No.411, situated in mauza Kanhauli Bishundutt, Pargana Bisara, P.S. Mithanpura, Anchal Mushari, Sadar Registry office and District Muzaffarpur. पाई - ४७ डिग्री अवाली शाखा तहक

BOUNDARY

North — 15 ft wide road & 10 ft. wide road kachachi
South — Priyambada Kumari W/o Kamal Kant Chaudhary
East — 10 ft. wide road kachachi
West — Priyanka Sahay & Shashi Kant Thakur

VALUATION OF PROPERTY/LAND

1. Total Area of Land 04 katha 09 dhoors
equivalent to 17.96 decimals.

Under Thana Code No. 047,

2. Govt. Value of the Land

@ Rs.5,00,000/- per dec. Rs.89,80,000/-

Total Rs. 89,80,000/-



Arti Sinha 10/2/16

For Shristi Homes Pvt. Ltd.

Dhiraj Kumar

Dhiraj Kumar
DIRECTOR
SHRISTI HOMES PVT. LTD.

Annexure-I
Features and General Specification of flats.

BUILDING	Earth Quake resistance.
FOUNDATION	RCC frame structure with brick work in cement mortar as per design and specification of Architects/ Structural consultants.
CHOWKHATS	Door frame of sal wood.
DOOR	32 mm thick ISI mark flush door with stopper.
WINDOWS	Aluminum Sliding windows with Grill.
FLOORING :	Vitrified tiles flooring (24" x 24" size) flooring along with skirting in all area of flats.
KITCHEN	<ul style="list-style-type: none">a) Flooring vitrified tiles.b) Working platform- Granite slab.c) Dado-24" high ceramic tiles.d) Sink : stainless steel sinke) Provision for exhaust fan/ fresh air fan point to be provided. H. Power point
DINNING SPACE	Provision of one wash basin in related space.
BATHROOM/ TOILET :	<ul style="list-style-type: none">a) Flooring- antiskid tiles.b) Walls- Tiles upto 7'-00" height.c) Sanitary- white glazed vitreous sanitary ware of ISI mark (ESCO / Parryware or equivalent).d) Fittings – Chromium plated fittings of ESSO/ MARC or equivalent.e) Geezer point provision in both the toilets.f) Fresh air fan point provisions in both the bathrooms.

10/2/16
Arti Sinha
For Shristi Homes Pvt. Ltd.
Director Kumar

SHRISTI HOMES PVT. LTD.
Director Kumar
DIRECTOR



✓

ELECTRICAL WORK : a) All internal wiring in concealed conduits with copper wires of ISI Marks.

b) All electrical modular switches and accessories of ANCHOR/ make or equivalent.

T.V. & TELEPHONE One T.V. point and one telephone plug pin provided in the Drawing cum Dining room and master bed room.

CABLE Cable point to be provided in the Drawing cum Dining room and master bed room.

INTERNAL WALL All internal walls shall be finished with wall putty.

EXTERNAL WALLS All external walls shall be covered with putty and 02 coats of branded all weather coat

PARKING Crazy flooring/ equivalent tiles with adequate c lighting.

BORE HOLES Boring and Tube well of adequate capacity CROMPTON / KSB or equivalent make submersible pump connected to adequate capacity underground / overhead storage tank for uninterrupted water supply to all flats.

LIFT

Provision of one elevator of a standard company of 04 passengers' capacity will be installed.

GENERATOR

Good quality branded silent Generator (Mahindra/ Kirloskar make or equivalent).

Atti Singh 10/2/16

For Shristi Homes Pvt. Ltd.
Dinesh Kumar

SHRISTI HOMES PVT. LTD.
Dinesh Kumar
DIRECTOR



INTERCOM

Intercom facility provided in each flats with central Console at Security Guard station.

NOTE : The specification are tentative and subject to minor modification.

V.R.

Shri Sri Homes Pvt. Ltd.
Shri Sri Homes Pvt. Ltd.
Shri Sri Homes Pvt. Ltd.
10/02/2016
Director



Shri Sri Homes Pvt. Ltd.
Shri Sri Homes Pvt. Ltd.
Shri Sri Homes Pvt. Ltd.
10/02/2016
Director

SHRI SRI HOMES PVT. LTD.
Shri Sri Homes Pvt. Ltd.
DIRECTOR

Endorsement of Certificate of Admissibility

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. 181000/-
Addl. Stamp duty paid under Municipal Act Rs. 0/-

Amt. Paid By N.J Stamp Paper Rs. 0/-
Amt. paid through Bank Challan Rs. 202450/-

Registration Fee

FEE PAID	A1	20000	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	1000	J1	0	K2	0	Na	0
	B	0	H1a	0	J2	0	Li	0		
	TOTAL-									21000

LLR + Proc Fee Service Charge

LLR	0	
Proc.Fee	0	
Total	0	450

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 21450

Date: 10/02/2016

Registering Officer
Muzaffarpur

Endorsement under section 52

Presented for registration at Registration Office, Muzaffarpur Sadar on Wednesday, 10th February 2016 by Arti Sinha Mintu Prasad Sinha by profession Agriculture. Status - Executant

Arti Sinha

Signature/L.T.I. of Presentant

Date: 10/02/2016

Registering Officer
Muzaffarpur Sadar

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Nand Kishore Prasad' age '62' Sex 'M', 'Banti Prasad', resident of 'Kalwari Road, muz.'), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 10/02/2016

Registering Officer
Muzaffarpur

Endorsement of Certificate of Registration under section 60

Registered at Registration Office, Muzaffarpur Sadar in Book No. 1 Volume No. 83 on page no. 45 to 62 for the year 2016 and stored in CD Volume No. 13, year 2016. The document no. is printed on the front Page of the document.

Token No. : 4434

Year : 2016 S.No. : 4354

SCORE Ver.3.0

Date : 05/03/2016

Deed No. :
Registering Officer
Muzaffarpur Sadar

DEED NO: 5859

CHRISTI HOMES PVT. LTD
Dhiraj Kumar
DIRECTOR