

21729

18551

22/01/08 (Pty)



बिहार BIHAR

क्र. संख्या 10654 तिथि 14/11/08 मोटर संख्या 1 P.H.M. D 964946

क्षेत्र का नाम एवं पता प्र. (प्रेम) प्रकाश सिंह - बौद्ध कॉलोनी - 1060 235 के 10

बिहार सरकार

जिला निबंधन कार्यालय, सिटना

दिनांक 17/11/2008 को Purushottam Prakash Singh द्वारा यह दस्तावेज निबंधन हेतु उपस्थापित किया गया। इसमें रु० 50100/- मुद्रांक शुल्क एवं रु० 579/- निबंधन तथा अन्य शुल्क का भुगतान किया गया। दस्तावेज ग्राह्य पाया गया। जिन लेख्यकारियों ने मेरे समक्ष इसका निमादन स्वीकार किया उनके तथा उनके पहचानकर्ता के नाम, फोटो, अंगुलियों के निशान एवं हस्ताक्षर पीछे अंकित हैं। इसे दस्तावेज सं० 18681 के रूप में पुस्तक सं० 1 की जिल्द सं० 309 के पृष्ठ सं० 322 से 332 तक CD 48 में आज निबंधित एवं कुल 11 पृष्ठों में संधारित किया गया।

ह०

Date: 17/11/2008 DEED OF DEVELOPMENT AGREEMENT BETWEEN OWNER AND DEVELOPERS (Bidya Nand Paswan) निबंधन पदाधिकारी

This deed of agreement between owner and developers executed this the 17 day of Nov., 2008

BETWEEN

Mr. Purushottam Prakash Singh & Niranjan Prakash Singh both sons of Late Balgovind Prasad Singh residing at Budha Colony Main Road, Boring Canal Road, Patna (Tauzi No 805, Khata No 143, Plot no 1060, Ward no 34, Circle no 245) Budha Colony District-Patna, OWNERS (which expression shall unless



Signature
17/11/2008

Purushottam Prakash Singh
17-11-2008
Niranjan Prakash Singh
17-11-2008

Serial No : 21729
Token No : 22040

Deed No : 18681
of 2008

Type & Status of Party	Name of Party	Photo	Thumb	Index	Middle	Ring	Little
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In Favour of

Sanjeev Kumar

Sanjeev
17/11/2008



Signature of Party

Presented by
Self

Purushottam Prakash Singh

Purushottam Prakash Singh
17/11/08



Signature of Party

Executed by

Purushottam Prakash Singh

Purushottam Prakash Singh
17/11/08

Signature of Party

Executed by

Niranjan Prakash Singh

Niranjan Prakash Singh
17/11/2008



Signature of Party

Manish Kumar

Identifier

Manish Kumar
17/11/08



Signature of Party

2
excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

M/s Budha Developers a Partnership Firm under Indian Partnership Act, 1961 having its registered office B – 81, Budha Residency, PS : Budha Colony Distt. Patna through its Managing Partner Sri Sanjeev Kumar S/O Sri Kapildeo Narain Singh residing at Budha Colony, P.O.- GPO, PS – Budha-Colony, Patna in the state of Bihar as **SECOND PART**.

AND WHEREAS thereafter the said first party is the owner of the piece of the land described in Schedule – 1

AND WHEREAS the owners have been enjoying the said property free from all encumbrances, interferences and disturbances of any other person or persons whatsoever.

THE OWNERS are absolutely seized and possessed of the said plot of land.

AND WHEREAS the owners and the developers have agreed to DEVELOP, construct and build a multistoried residential building on the said land based on the terms and conditions for beneficial interest of the first part and the legal heirs hereinafter appearing:

NOW THE INDENTURE WITNESSETH AND it is hereby agreed by and between the parties here to as follows:

ARTICLE – I: COMMENCEMENT

- 1.1. This agreement shall be deemed to have commenced on and from with effect from the date of execution of this agreement.

ARTICLE – II: OWNER'S RIGHT AND REPRESENTATIONS

- 2.1. The OWNERS are absolutely and indefeasibly seized and possessed of and or otherwise well and sufficiently entitled to all the said land.
- 2.2. The said land is free from all encumbrances, charges, liens, impendence, attachments, trusts, whatsoever and howsoever.
- 2.3. That the total area comprised of the said land is 2 Kathas and 17 Dhoors (Approx 3900 Sq feet from original deed + 810 sq feet, allotted by Buddha Grih Nirman Sahayog Samitti Ltd in front of the said land, vide letter Dated Approx Equivalent to 4710 Sq Feet).



Sanjeev
17/11/2008

Ramshantan Prakash Singh
17-11-08

Niraj Prakash Singh
17-11-2008

3

ARTICLE -III: DEVELOPER'S RIGHT

- 3.1 The owners hereby grant subject to terms and conditions provided hereinafter the exclusive right to build, construct and erect and complete the building at their exclusive cost and expenses and to commercially exploit the same by entering into agreement for sale / or transfer and/or construction in respect of the developers allocation in accordance with the plan to be sanctioned by the PMC or concerned authority / authorities with or without amendment and/or modification made or caused by the developers with the approval of the OWNER.
- 3.2 That the developers shall be entitled to prepare, modify or alter the plan with the approval of the owner and to submit the same to the PMC or concerned authority in the name of the owner or as per direction of the concerned authority at developers costs and the developers shall pay and bear all costs all fees including sanction fees, charges and expenses required to be paid or deposited for obtaining the sanction of the building plan by the PMC or concerned Authority for construction of the building on the said land.

ARTICLE IV: OWNER'S ALLOCATION

- 4.1 The developers shall at their own costs and expenses construct, erect and complete in all respects the building to be constructed on the said land and shall allocate to the owner 50 % (Fifty percent) of the **BUILT UP** area or areas in the said building, as per plan to be sanctioned by the PMC or concerned authority and the rest 50% (fifty percent) of the **BUILT UP** area or areas in the said building, as per plan to be sanctioned by the PMC or concerned authority will be share of the developers which will be sold by the developers to the different parties on their own risk and expenses & As per Apartment act 2006 the owner and the developer has the right to execute the Sale deed or Deeds or Deed of Agreement for Sale as per their own shares and the same can be produced before the Registrar or the Competent authority for registration of the aforesaid Deeds separately.
- 4.2 Owners will have 50% allocation of the construction made on Ground level, Terrace, Basement on the said piece of land.
- 4.3 Owners will have 50% allocation of any future construction made on said piece of land

SPECIFICATIONS:

In the construction work of the owner's allocation in the said building, the following will be provided by Part 2 to the owners at the time of allocation/possession of the flat.



Flooring: White Marble flooring in all the areas of the Flat.

Purnishu Nam Bakash Singh
17-11-08

Niranjan Prakash Singh
17.11.2008

2. **Kitchen:** 20 inches main working platform of white marble slab in kitchen and 24 inches glazed tiles above the main slab. ISI branded Tiles will be used
3. **Bathroom:** 5 feet High glazed tiles in walls of the bathrooms. Parry ware of Hind sanitary wares of European style to be used. Each flat will contain three wash basins – two in bathrooms and third in the near by location of Kitchen. (ISI branded Tiles will be used). Bathroom water fittings will have Mixers for both hot and cold water as well as water and Electric power points for Geysers
4. **Paint and Finish:** The flat shall be painted from inside with two coats of CEM of choice shade. There will be POP finish on the inner walls and ceiling of the Flat. The Building shall be painted by all weather paint from the outside.
5. **Windows:** wood windows fitted with glass and duly painted.
6. **Doors:** Main door of flat will be made of teak wood and polished, Rest other are 30 mm thick fabricated water proof board panel duly painted fitted on WOOD chaukhat and painted.
7. **Electricity:** Adequate electric points for lighting, fan, Refrigerators. Each room will have power plug point for T.V set, Cooler, Air-conditioners and invertors etc. All wiring will be done in ISI marked copper wires with ISI marked PVC conduit pipes.
8. **Cable:** Points for Cable will be provided in the Drawing Room and Master Bed room
9. **Telephone:** Point for Telephone will be given in the Drawing Room and Master Bed room
10. **Flooring:** flooring of Parking area will be Kalejee flooring and top floor roof will be water/Weather proofed.

4. 4 General Specifications:

1. **Structure:** Structure will consist of group pile foundation the depth of pile will depend on load and will be done according to the requirement of the design. All the structure including piling, column casting and roof slab casting will be done in grade **M20 & M15** according to the requirement of the design. The Buniyad or equivalent 53-grade cement will be used for this purpose.
2. **Brick Work:** First class brick or first quality locally available brick will be used. All The walls will be of 5 inches thickness.
3. **Plaster Work:** The plaster work will also be done using Buniyad cement of M53 grade.
4. **Balconies** will have safety wall upto 3 ft 6 inches height with brick plus grill work.
5. **Water Supply:** Deep boring upto standard depth (250 ft – 350 ft) will be done and submersible 1 H.P motor will be provided .
6. **White Wash:** Inner walls will be finished with POP on inner wall and ceiling and two coats of Cem of choice shade and outer walls will be white washed with all weather paint.



Signature
17/11/2008

Purneshwar Prakash Singh
17-11-08

Nileshwar Prakash Singh
17.11.2008

7. **Stairs:** The flooring of the stair will be done in Marble and 2ft high steel railing will be provided.
8. **Ceiling:** The ceiling height of the apartment will be minimum 9.80 ft

- 4.5 The developers shall at their own cost and expenses provide main electric meter in the name of the owner of their respective flat and all other meters will be borne by the allottee of the allotted flats Respectively.
- 4.6 The developers shall have no right, title, interest whatsoever on the owner's allocation and undivided proportionate share pertaining thereof and proportionate in common facilities and amenities and land which are solely and exclusively as before and shall continue to the owner of the building.
- 4.7 The developers will have no right to claim for payment or reimbursement of any costs and expenses or charges, if any, incurred towards the construction of owner's allocation as extra.

ARTICLE V: DEVELOPER'S ALLOCATION

- 5.1 In consideration of the above, developers shall be entitled to proportionate share of the super built up area of in the said building to be constructed at the said land together with proportionate share in the common facilities except for the space as provided in the owner's allocation hereinafter.
- 5.2 The developers shall be entitled to enter into agreement for sale and transfer in his own name to receive and realize and collect all moneys in respect thereof without making the owner responsible, liable for such agreement, and the owner should not be responsible in any way for such agreement with any intending purchaser of flats.
- 5.3 The developers shall at their own costs shall install main electric meter in the said building for which the owner shall not be liable for its costs.

ARTICLE VI: POSSESSION

- 6.1 Immediately upon sanction of the plan of building to be constructed on the said land the owner shall put the developers in vacant possession of the said premises to construct the said building and implement this agreement.

ARTICLE VII: CONSTRUCTION

- 7.1 The developers shall be solely and exclusively responsible for construction of the said building. The owner will have no responsibility whatsoever for



17/11/2008

Purnesh Kumar Prakash Singh,

17-11-08

Niranjan Prakash Singh

17.11.2008

any kind of defects in the construction. All liabilities and responsibilities in this regard shall be entirely with the developers.

- 7.2 The Developers shall at their own costs and expenses construct, erect and complete in all respects the building to be constructed on the said land as per plan to be sanctioned by the PMC or concerned authority. The sanctioned plan from the PMC or the concerned authority will be shown to the owners and the owners will sign on the map or Booking plan before the beginning of piling work. The signing on the map / booking plan will mean the owners have accepted the plan. Any deviation to the PMC/concerned authority approved plan will need to be discussed and agreed with the Owners before executing the said 'deviation'.

ARTICLE VIII: TIME ALLOCATION

- 8.1 At the time of or within two working week from the date of this agreement the owners will handover the following things to the developers :
1. Mutation order of the land in the name of owners.
 2. Up-to-date Rent receipt of the land.
 3. Copy of Khatiyani
 4. Declaration of boundary position of the plot on site and sketch on paper.
- 8.2 Developers shall complete the construction within 24 months PLUS six month grace period from the date of sanction of map if developers receive all things described in Para-8.1.
- 8.3 If the construction is not completed within the period described under Para-8.2, then the developers will have to pay the penalty @ Rs 5/- per sft per month of the owner's share to the owners.
- 8.4 If the construction is completed and a part of the owner's share is not handed over to the owners, the penalty will be applied on the remaining area @ Rs 5/ per sft per month.
- 8.5 If Para-8.1 remains incomplete and is fulfilled after one week of the agreed time or more, this time will be added in grace period under Para - 8.2.
- 8.6 Time- to-time the owners will have to sign several papers necessary for passing the map from PMC or concerned authority ; and the developers will need the all help and assistance of this manner from the owners, delay in which may cause the map may be delayed . Party 2 will provide atleast 3 days time for the Owners to sign the papers. If the owners delays this beyond the 3days, the extra days will be added in grace period under Para - 8.2
- 8.7 Developers shall start the construction only after getting the general power of attorney described under Para-10.3, so , the owners will be requested to execute the above within one week when it will be required , delay in which which may cause the map may be delayed . Party 2 will provide at least one working week time for the Owners to sign the papers. If the owners delays



Purnashottam Prakash Singh
17-11-08

17/11/2008

Niranjan Prakash Singh
17.11.2008

7

this beyond the one working week, the extra days will be added in grace period under Para - 8.2

ARTICLE IX: SPACE ALLOCATION

- 9.1 After the sanction of the plan from PMC or concerned authority, a plan called BOOKING PLAN based on the map passed from the PMC or concerned authority will be prepared and both the parties will sign on it,
- 9.2 Then immediately a DEED OF DEVELOPMENT AGREEMENT in the court of Registrar patna Sadar Public will be executed between Owners (50% share) and developers (50% share) giving the details of nomenclature and location of the flats. Part1(Owners) will have the first preference on the allocation of the apartments.
- 9.3 Within one month from completion of the building the owner shall be entitled to obtain physical possession of the owner's allocation and the balance Constructed areas of the said building as provided in the developer's allocation herein after shall belong to the developers. If the Developers delays handing over the physical possession from the agreed completion date, the Developers shall pay a penalty of Rs 5 per sft per month to the Owners based on the proportionate share.

ARTICLE X: BUILDING

10. 1 The developers shall at their own costs, construct, erect and also complete the Building and the common facilities and amenities at the said land in accordance with the plan to be sanctioned with best quality materials.
10. 2 The developers shall install and erect in the said building at their own costs as per specification and drawing provided by the architect, pump, water storage tanks, Overhead reservoir, electrical and other facilities as are provided in residential building.

ARTICLE XI: ACCOMODATION

11. 1 The Developers agrees to provide the owners (Part 1) with a total of 3flats before the demolition of the existing structure, after the approval of the map by PRDA or Relevant authorities. One flat with 3 Bedroom and hall with approx floor area of 1200sft and the other 2 flats with 2 Bedroom and hall each. Developers will provide this to the Part 1 for the entire period of the construction of the said building from the time of sanction of the map or plan of the building till the possession of the apartment is handed over to the owners in the constructed building. Alternatively, the Developers will pay the owners a monthly amount of Rs. 16000.00 or the prevailing market rent whichever is higher during the construction period, as house rent if the Part 1 is not satisfied with the accommodation provided by Part 2.



Purnashowan Prakash Singh
17-11-08

Niranjan Prakash Singh

17.11.2008

ARTICLE XII: MISCELLANEOUS

- 12.1 The owner and the developers have entered into this agreement purely as a contract and nothing contained herein shall be deemed to construct as a partnership or as a joint venture between the parties.
- 12.2 If the Map from PRDA is not passed, this agreement will be null and void and no parties will have any obligations to each other.
- 12.3 That the second Party (M/s BUDHA DEVELOPERS) may include other persons or partners in the firm to increase the strength of the firm and/or the second party is free to convert this partnership firm into Private Limited firm, whenever it will be required. However, this agreement will be binding on the new entity.
- 12.4 Just after this agreement the owners will mark the boundary position and the developers will construct the remaining boundary, if any.
- 12.5 There is no existing agreement regarding the development or sale of the said plot and that all other arrangements, if any, prior to this agreement have been cancelled and are being superseded by this agreement.
- 12.6 That the developers without making this owner liable in any manner will be entitled to enter into agreement with any prospective buyer or buyers and receive the earnest money, part payments and full consideration money.
- 12.7 Roof of the top floor will be common between the owner and all flat owners of the said premises. They will be entitled to install their respective T.V Antenna in the roof on the top floor and they will be also entitled to raise any temporary structures namely as pandal etc. and to use the same purely on temporary basis for holding and social and marriage function but shall not have any right, title and interest to occupy thereof or any portion therein permanently or to retain the pandal or structures on the said roof.
- 12.8 Excepting the proportionate municipal taxes liable on the owner's allotment or portions in the said building, the owner shall not be liable to pay any income tax, sale tax, wealth tax etc. or municipal rates and other dues in respect of the developers allocation or portion which may be imposed by the concerned authorities from time to time for constructing the said building. All such taxes, If payable will be borne by the developers at their own costs.
- 12.9 Just after this agreement a sign board of the **APARTMENT** with the name of the developers will be hanged by the developers.
- 12.10 Irrespective of other provisions in this agreement the owners and his/her heirs etc. will have exclusive right to suitably use the vacant area, if any, on all the sides of the proposed building for the purposes of beautifications like gardening etc
- 12.11 Party 2(Developers) will have no right to take loan on the said land or mortgage the said land or proposed building during the entire construction of the building.



SCHEDULE 1 REFERRED TO ABOVE

Premshottam Basketh Singh,

17-11-08

Nitayan Prakash Singh

17.11.2008

Endorsement of Certificate of Admissibility (Rule - 35)

Admissible under Rule 21 : 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.	50100	
Addl. Stamp duty paid under RDA/Municipal Act				Rs.		
(Paid Rs. 100/- by N.J. Stamp Paper and				Rs. 50579/-	through Bank Challan.)	
FEE PAID	A1	0 C	0 H1b	0 Ka1	0 Lii	0 LLR
	A8	0 D	0 H2	0 K1b	0 Liii	0 Proc. Fee
	A9	0 DD	0 I	0 K1c	0 Mb	0
	A10	0 E	250 J1	0 K2	0 Na	54
	B	0 H1a	0 J2	0 Li	0 Scan	275

Date : 17/11/2008

Registering Officer
Patna

Endorsement under section 52

Presented for registration at 06:33 PM on Monday, 17th November 2008 at the District Registry Office, Patna

(Executant)

by Purushottam Prakash Singh
S/O-Late Balgovind Pd. Singh

by profession Others.

Purushottam Prakash Singh
17/11/08

Signature of Presentant

Date : 17/11/2008

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by persons and identified by others whose names, photographs, fingerprints and signatures are affixed on the reverse pages of the instrument and are identified by Manish Kumar age ... Sex M son/daughter of S/O Purushottam Prakash Singh resident of Main Road, Buddha Colony, Patna.

Date : 17/11/2008

Registering Officer
Patna

Endorsement of Certificate of Registration under section 60

Registered in Book 1 of DSRO/ SRO Patna having 11 pages, in the volume CD-48 and document no. of which is printed on the First Page of the document.

Date : 17/11/2008

Registering Officer
Patna

Token No. 22040 Year - 2008 SI.No. 21729 * SCORE Ver. 2.0

Deed No. 18681 NIC-Bihar

