Serial No. 6713 Deed No. 6596

Govt. of Bihar
Sub Registry Office , Danapur
Summary of Endorsement

This document was presented for registration on **09/06/2016** by **Maya Kumari**
A stamp duty of Rs. **49860**/- and other fees of Rs. **20625**/- 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 the reverse page.
The document has been registered as deed no. **6596** in Book No. **1**, Volume No. **141** on pages from **534** to **558** and has been preserved in total **25** pages in C.D. No. **22** / Year **2016**

9/6/2016
Signature with Date
(**Dhananjay kumar Rao**)
Registering Officer, **Danapur**

Date: 09/06/2016 Token No: 6944 /2016

बिहार सरकार

Maya Kumari 9.6.16

Maa Vindhyavasani Developers
Sanjay Kumar
09/06/2016
Partner

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 9th day of June 2016,

BETWEEN

अवर निबंधन कार्यालय

6/9/201

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Sub District Registry Office,Danapur

ken Number 6944 | Reg. Year 2016 | Serial Number 6713 | Deed Number 659

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lentified y	Radha Krishna Prasad						
ig.	Radha Krishna Pd 09/6/2016						

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SMT. MAYA KUMARI wife of Sri Radha Krishna Prasad , resident of vill. and P.O. - Ekwari , P.S. - Sahar , District - Bhojpur , Indian citizen , hereinafter referred to as " **THE LAND OWNER**" (which expression shall unless repugnant to the context, or meaning there to shall mean and include her administrators, legal representatives , heirs, assigns or successors-in-interest) of the **FIRST PART.** M. No. 9430829765

AND

M/S MAA VINDHYAVASANI DEVELOPERS , a Partnership Firm **PAN – AAWFM 6264G** , registered Under Indian Partnership Act 1932 , having its registered Office at 202 , Amrita Apartment , Ara Garden Road , Jagdeo Path , Patna - 800014 through its authorised Partner **SRI SANJAY KUMAR** , son of Sri Shiv Narayan Prasad , resident of 202 , Amrita Apartment , Ara Garden Road , Jagdeo Path , Patna - 800014 , hereinafter referred to as **FIRM /BUILDER/ DEVELOPER** (which terms and expression shall unless it be repugnant to be context or meaning thereof mean and include its administrators , successors and assigns) of the **SECOND PART.**

9.6.16

Maa Vindhyavasani Developers
09/06/2016
Partner

WHEREAS

(a) The above Land owner Smt. Maya Kumari had acquired and purchased an area measuring 2 Kathas 10 Dhurs in Survey Plot No. 212 Part, Khata No. 65, Thana No. 40 , situated at Adampur , P.S. Danapur , District Patna , morefully mentioned in Schedule - I at the foot of this Deed through Deed of Absolute Sale duly executed on 28-05-2004 from Smt. Punam Sharan wife of Sri (Major) Gopal Sharan and Sri (Major) Gopal Sharan son of Sri Ram Ratan Prasad , resident of vill. Tomgarha , P.S. Jai Rampur , District Munger which has been registered at the office of Sub Registrar Danapur bearing it Book No. I , Vol. No. 87 , Page No. ~~22~~ - to ~~----~~ , Deed No. 2566 for 2004.

अवर निबंधन कार्यालय दानापुर (पटना)

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AND WHEREAS since date of above purchase the above land owner has left an area measuring 546 sq. ft. for Road on east side and balance area measuring 2857 sq. ft. came under physical possession of land owner and she is seized and possessed and / or otherwise was and is sufficiently entitled to the free hold to the schedule here in written (hereinafter for the sake of brevity referred to as the **"said property"**).

(c) **It is further represented and declared by the Land Owners :-**

(i) That the said property is under her exclusive possession with valid, clear and marketable , right, title and interest free from all encumbrances to the extent of total area measuring **2857 sq. ft.** and she is competent to transfer and convey the whole or part of the said property.

(ii) That the Land owner have not created any encumbrance on the said property or any part thereof by way of sale, mortgage, exchange, lease, trust, assessment, rights, gifts, liens, leave and licence, permission, charges, inheritance or any other encumbrances whatsoever.

(iii) That no notice or notification for acquisition/requisition under any of the statute of the past or presently in force, have been received, served upon the land owners or passed by the P.R.D.A., the P.M.C., Income Tax Department or any other Government authority, for acquisition or requisition of the said property or any part thereof.

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Partner

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(iv) That there are no attachments, either before or after judgment and there are no claims, demands, suits, decrees, injunctions, orders, notices petitions, or adjudication orders affecting the said property or any part thereof.

(v) That apart from the Land Owner, none else is entitled to or has any share, right, title or interest, over and in respect of the said property or any part thereof as a partner or partnership or co-partner in any joint family or in any other manner whatsoever.

(vi) That the Land Owner is not Benamidar or trustee for anyone in respect of the said property or any part thereof.

(vii) That the Land Owner have not entered into in the past in any agreement for sale or development of the said property or any part thereof nor has made any agreement with anyone whatsoever regarding the said property or any part thereof.

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Partner
09/06/2016

AND WHEREAS the Land Owner is interested in getting a multistoried residential building complex developed and constructed on the said property at the cost of developer and acquiring built up area in the shape of residential flats, parking spaces etc. as consideration for the value of land of the **"said property"** when conveyed by the Land Owners to the Developer / Firm.

(d) The aforesaid developer/Firm offered to develop and construct at it's own cost, a multi-stories residential building on the said property of the

अवर निबंधन कार्यालय

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Land owner (hereinafter referred to as the said building) and the Land owner being desirous to acquire flats and other built up areas of the said building as consideration for the said property (hereinafter referred in schedule) to be conveyed by the land owner to Developer /Firm or (it's nominees, including a Co-operative Housing Society, Firm, Association of persons, Body Corporate etc.). And the land owner under perfect condition of her body and mind and without any undue influence and pressure from any side has agreed to convey to the Developer / Firm the area of land morefully described in the Schedule hereunder to develop and construct multistoried residential flats and car parking spaces over the said piece of land at the entire cost of Developer / Firm.

(e) As a result of the negotiations between the parties hereto and on the representation and declarations made by the land owner as herein recorded an Agreement for Development of the said property by the aforesaid Developer / Firm has been arrived at between the parties hereto upon terms and conditions hereinafter appearing.

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

1. The above named land owner hereby appoints the aforesaid Developer / Firm , as the Developer of the said property and irrevocably grants to the said Developer, who hereby accepts from the Land Owner exclusive right and licence to develop the said property referred in the schedule hereunder written in the manner and on the terms and conditions and stipulations hereinafter mentioned.

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2. The Developer / Firm has to submit a building plan to Nagar Parishad Danapur Nizamat (D.M.C.) for maximum F.A.R. , However the plan submitted to D.M.C. may be accordingly revised to suit the norms of D.M.C.

3. Immediately after the execution of this Development Agreement, the Developer shall proceed expeditiously with preparation of the plans and drawings for the said Building/complex.

3.1 The Developer shall take effective steps in order to commencement of construction work and submit the plan of said building plan before D.M.C. or any other local authority. Developer shall start construction work only after sanction of Plan.

3.2 The Land Owners shall have no objection if the aforesaid building plans are submitted to the local authority and the same or any other permission, approvals are obtained in her name and she agree to sign all such papers that may be deemed necessary by the Developer / Firm for the same. However, all fees, costs, charges, and expenses relating to such approvals/sanction shall be borne by the Developer / Firm.

3.3 The Developer shall be entitled to make all necessary corrections, alterations and revisions in the aforesaid plan which may be required by the Nagar Parishad Danapur , Nizamat for approval of the said building plans.

4. The Land Owners agree to sell, convey, transfer and/or assign, to the Developer / Firm and/or (its nominees(s) including a Co-operative Housing Society, Association of persons, Firm Body Corporate etc.) free from

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attachments, charges, and encumbrances their, undivided share in the said property at and for consideration and on the terms and conditions mentioned hereinafter.

5. As consideration for cost of the said property , the Developer shall allot Four Flats (Two Flats of 2BHK having a super built up area 1000 Sq.Ft. and Two Flats of 3BHK having a super built up area 1250 Sq.ft.) bearing total Super built up area 4500 Sq.Ft. in shape of Flats and Four Car Parking Space and Two Shops of 200 Sq.Ft. on ground Floor shall be conveyed / transferred by the Developer to the land owner or her nominees, the developer agrees to deliver and give possession to the Land Owner aforesaid area of the said building to be constructed over the land detailed hereinafter mentioned in **Schedule -I** by the Developer at his own cost hereinafter called as the **land owner's area**. Balance of the total Built up area shall belong to the Developer / Firm and shall hereafter be called the Developer's Area.

6. A seperate agreement will be prepared for distribution of flat of land owner's share / Developer's share (i.e. between both the parties) , wherein land owner's / developer's flat will be fully described.

7. Two Flat on Second floor and another Two flats on 3rd. floor will be provided to land owner.

8. Land Owner and her nominees shall solely and exclusively be entitled to use the Land Owner's Area and shall be fully entitled to use and enjoy the same either themselves, individually or collectively or shall be fully entitled to

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and Six Months with a grace period of Six months from the date, the plan is sanctioned by the D.M.C. This period will be subject to force majure and such happenings as fire, tempest, accident exceptionally inclement weather, rioting etc. and any other act of God i.e. viz major. The above period will be counted since date of sanction of building plan. If there is any further delay beyond control aforesaid total period in giving delivery of possession of the Land Owner's area without any of the aforesaid reasons then the Developer / Firm shall pay to the Land Owner compensation at the rate of Rs. 2/- (Rupees Two) only per Sq.Ft. per month of built area of land owner's share from the date after expiry of the aforesaid grace period. .

11. The Land Owner shall at no time demand further any sum or premium or any interest in any deal regarding sale of developer's / Firm's area and the Land Owner shall execute all such deeds and documents as may be required by the Developer / Firm in this regard.

12. This Agreement shall not ever be deemed to constitute a partnership of any kind between the parties hereto.

13. The Land Owner and her nominees and the Developer / Firm and its nominees shall jointly have undivided right, title and interest over the total land of the said property in their respective shares.

14. The Parking area will be distributed only amongst the occupants of the building as per land owner and developer share.

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15. The Land Owner hereby from the date of this agreement grants exclusive right and licence to the Developer to take up and proceed with the Development, planning, and construction of the said building in terms of this Agreement and hand over vacant possession of the said property more fully described in schedule hereunder written.

16. It is agreed that any Agreement made or entered into at any time by the Land Owner in breach of or violation of the terms and conditions of this 'Development Agreement' shall be null and void and not maintainable in courts of law.

17. The Land Owner hereby irrevocably undertakes not to sell, dispose off, alienate, charge, encumber, lease or otherwise transfer the said property or any part thereof during the period of this Agreement save and except putting the Developer / Firm in possession thereof for the purpose of Development pursuant to this Agreement. The Land Owner shall at no period of time during the currency of this Agreement try or like to dispossess the Developer / Firm from the property aforesaid.

18. After the date of approval of plan by D.M.C. the Developer / Firm shall be deemed to be in possession of the said property and shall be free to do all acts, deeds and things required for development, and construction of the said building at the Developer's / Firm's own cost and expenses in terms of this Development Agreement.

19. The Developer / Firm shall be entitled to develop the said property and construct thereon one or more buildings or partly over the said property

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or partly over the adjoining plots of another land owner if required by the developer with proper and valid document and not in contradictory nature of this agreement consisting of dwelling units, flats, parking spaces and other structures in accordance with building plan sanctioned by the D.M.C.

20. **The Developer / Firm further undertakes:-**

20.1. That it will not do any act of commission, omission, expressly or impliedly directly or indirectly by which the Land Owner's right, title and interest over the said property may in any manner be adversely affected until the Developer / Firm has given delivery of possession of the Land Owner's Area to the Land Owner in said Building.

9.6.16

20.2. That it will indemnify the land owner and shall always keep her indemnified and harmless in respect of all claims, damages , compensation or expenses payable in consequence of any injury or accident sustained by any working artisan, or invitees or other person on the property whether in the employment of the Developer / Firm or not while in or upon the said property during the period of construction of the said building thereon and the Developer / Firm shall take out an insurance for this purpose.

Maa Vindhyavasani Developers

20.3. That the Developer / Firm shall not create any charge or encumbrance over the said property for its own benefit in any case , however , developer can do so in interest of the completion of the construction of the said building with the express and written consent of the land owner.

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20.4. During the construction of the said Building , the Developer / Firm may require to create equitable or any legal mortgage of the land covering undivided share of the developer in the said property / building and the construction thereon for obtaining loan or for the individual purchasers of flats the Developer / Firm shall mortgage only his proportionate share in the built up area and/or land. In such an event, the owner , if required , shall join the Developer / Firm in creation of such mortgages on terms to be mutually agreed. However the Developer / Firm affirms and undertakes that all money obtained as loan by pledging, hypothecating or mortgaging the said property or creating charges on the said property (land and building under construction) shall exclusively be invested for construction and development of the said building only and such moneys shall not be diverted in any other project work or any other purpose of the Developer/ Firm . In case the loan obtained from bank or from any Financial Institution is not repaid by the Developer/ Firm , the same will the realised from share in built up area of the Developer/ Firm. The Land Owner's area will remain free from encumbrance and the Land owner shall not be responsible for any loans taken by the Developer and it will be sole responsibility of the Developer.

9.9.16

For Maa Vindhyavasini Developers,

Partner

20.5 The Developer / Buyer may take Loan on securities of his above mentioned share and construction thereon made by developer , but in no case any account will mortgage or raise any loan on share of the land owner in the said building and land owner would not be liable for any loan of the Developer.

21. The Land Owner will deliver to the Developer / Firm and/or its duly authorised Advocate all original title deeds, documents and papers relating

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to the said property for complete examination of the Land Owner's title thereto and the Land Owner agree to co-operate with the Developer / Firm in such examination of Land Owner's title and to answer and/or comply with all reasonable requisition that may be required the Developer / Firm and/or its Advocate in this regard. However they are entitled to keep all the original documents whatever they have in possession.

21.1. In any event the Land Owner without prejudice to the foregoing declarations agrees and undertakes to remove all the obstacles and clear all outstandings, doubts, or defects, save as hereinabove provided at her own cost so as to ultimately vest the said property in the Developer / Firm to the extent of its share or it's nominees free from all encumbrances and defects whatsoever.

21.2. All outgoing including municipal tax and other charges in respect of the said property on the existing land shall be borne and paid by the Land Owner till the date and thereafter the same shall be borne and paid by the Developer / Firm till the delivery of possession of the Land Owner's area to the Land Owner.

21.3. After delivery of the Land Owner's area to the Land Owner all outgoing in respect of the said property and the said building thereon shall be borne and paid by the Land Owner and the Developer / Firm and their nominees proportionately in the proportion of their respective shares in the total built up area (the word proportionately with all its cognate variations , wherever used in these presents shall mean the proportion in which the parties

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hereto and/or their nominees acquiring portions of the building are entitled to the covered areas in the building).

22. The Developer / Firm / Land Owner shall form as may deem proper, a Maintenance Committee of all the persons owning tenements in the said building. The Land Owner and her nominees shall become members of such an organisation formed by the Developer / Firm and the Land Owner , her nominees, respective agents, servants, licences, tenants, etc. shall be bound to abide by the rule and regulations as be framed by such organisation from time to time and she shall be bound to pay the regular maintenance charges as be fixed for the maintenance and management of the entire building complex. But , however, the land owner shall not be liable to pay any cost for formation of such maintenance committee.

22.1. The nominees of the Developer / Firm shall own and hold portions of the building comprised in the Developer's / Firm's Area according to the standard Agreement finalised by the Developer / Firm and Land Owner. The Land Owner and her nominees shall be bound to hold and own portions of the Land Owner's Area in the said building on the same terms and conditions as be contained in the aforesaid standard Agreement and to execute similar agreements.

22.2. The common areas shall jointly be owned by all the owners of all the portions of the said building including terrace of the building with equal entitlements to use all common areas and facilities intended for utilisation by

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अवर निबंधन कार्यालय

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the occupants of the said building on the same terms and conditions applicable to all for such utilisation. No owner of any part of the said building will have any exclusive rights, title and interest over the common areas and common facilities except the right of common use.

23. Both the Land Owner and the Developer / Firm only will always be jointly entitled to all permissible further vertical and / or horizontal development exploitation of the said property and building thereon even if all the flats are sold / transferred and the construction , sharing , owning and selling of all such additional built up area will be done in the same proportions and on the same terms as contained in this Agreement but excluding area to be condoned on the basic of revised plan for submission to P.M.C.

24. In case the developer / Firm makes any unlawful construction without the written intimation of the land owner and if for that illegal construction any fine is imposed on the developer / Firm or prosecution is initiated the full responsibility shall lie on the developer / Firm and not on the Land Owner.

24.1 Any surplus cost for extra works / deviations from the standard specifictions and alterations will have to be paid by land owner.

25. The Land Owner agree that if any levy is imposed by the P.M.C. or any other public body or bodies or the Government/Semi-Government / even private societies for the development / betterment of the area in which the said property is located or any other levy becomes applicable on the said

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property or the Building thereon , then the same shall be paid by the Land Owner and the Developer / Firm jointly in the same proportions as their respective shares of built up area in the said building.

26. It is agreed that in all transfers / conveyance of land and / or built up area, the purchaser(s) / Transferee(s) shall bear the cost of stamp Duty, Court fees and other Registration charges.

27. All the construction materials which has to be used and is to be purchased or procured from standard company or of standard make or from approved quarry (quarry duly approved by State Public Works Department) and to which the builder will not raise any objection, if Land owner want to inspect the material in consultation with the builder's consultant or Project Engineer of the said project.

28. The builder undertakes to handover the landowner's share of the project to the land owner just after completion of this said project / building.

29. That in case of any dispute or difference between the parties arising out of or relating to this development Agreement , the same shall be settled by reference of the dispute or difference to the Arbitrators appointed by both the parties and such arbitration shall be conducted under the provisions of the Indian Arbitration Act, 1940, or as amended from time to time. Finally the Court situated in Patna is the only last and final forum binding upon the parties.

9.6.16

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9/06/2016

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SCHEDULE -I

All that piece and parcel of land approximately measuring 2857 Sq. ft. is equal to 6.558 Decimal situated at mauza **Adampur**, P.S. Dananpur, District Patna, bearing its Tauzi No. 5661, Revenue Thana No. 40 (Forty), Khata No. 65 (Sixty Five), Survey Plot No. 212 (Two Hundred Twelve) part, within limits of Nagar Parishad, Danapur Nizamat and within the Jurisdiction Sub Registrar Danapur, Sadar Registry and District Patna and same is bounded as under :-

BOUNDARY

North	:-	Part Plot No. 212 Sri smt. Seema Devi
South	:-	Branch Road
East	:-	16 Ft. wide Road out of which 8 Ft. wide Land for said Road will be left from the abve property.
West	:-	Survey Plot No. 199 and 200 Sri Priyavart Sharma and Gulab Kahar and Renu Devi.

The Value of property is Rs. 24,93,000/- Rupees Twenty Four Lac Ninry Three Thousand only according to valuation fixed by Govt. under MVR Thana Code No. 161.

Annexure-I

SPECIFICATION

Foundation	:	Full Earthquake proof RCC Group Pile as per structural design
Structure	:	RCC Frame structure as per Structural design

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3. Adequate electrical points in each room.
4. Premium quality switches (Anchor) in all rooms.
5. All fitting of ISI mark.

Lobby	:	Cut Marbles Tiles
Stairs	:	Marbles / Tiles
Internal Walls	:	All inside walls, ceiling in plaster of Paris.
External walls	:	All external wall finish with double coat of weather coat.
TV. Point	:	In all flats, Two TV Points shall be provided.
Telephone point	:	In all flats, Telephone Points shall be provided.
Intercom	:	In every flat, Interoom connection and set shall be provided.
Value Addition	:	1. Standard quality Lift and Generator set (Sound proof , Diesel Generator of Kirlosker/Mahindra) will be provided. 2. 24 Hrs. power backup for all flats shall be provided. 3. 24 Hrs. water supply for all flats shall be provided. 4. Magic Eye in main door in all flats shall be provided. 5. Common Toilet for servant and others. 6. Trees and plants all around the complex.

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IN WITNESS WHEREOF the parties have set their respective hands on the **DEED OF DEVELOPMENT AGREEMENT** after understanding the full impart and facts of this deed before witnesses below on the day , month and year as stated above.

SIGNATURE OF LAND OWNER

माया सुमारी
9.6.16

WITNESSES :- Radha Krishna Pd.

1- Radha Krishna Prasad
S/o Sri Ram Gopal Prasad
At+P.O - Ekwari
P.S - Sahar, Dist -
Bhojpur.
Bihar
09/6/2016

SIGNATURE OF DEVELOPER

2-

आलय कुमार
श्री राम दास सिंह
छोटी रघुनाथपुरा पटना
9.6.2016

Maa Vindhyavasani Developers
Sanjay Kumar
09/06/2016
Partner

उप निबंधन कार्यालय
दानापुर (पटना)

Drafted by:-
Ravindra Kumar

दस्तावेज प्राप्त
9/6/16
हस्ताक्षर

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Endorsement of Certificate of Admissibility

under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian ..., 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. 49860/-	Amt.Paid By N.J Stamp Paper	Rs. 0/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 70485/-

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	0	J1	0	K2	0	Na	0
	B	0	H1a	0	J2	0	Li	0		
								TOTAL-		20000

LLR + Proc Fee		Service Charge
LLR	0	625
Proc.Fee	0	
Total	0	

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 20625

Registering Officer
Danapur

Date: 09/06/2016

Endorsement under section 52

Presented for registration at Registration Office, Danapur on Thursday, 09th June 2016 by Maya Kumari Radha Krishna Prasad by profession House Wife. Status - Executant

माया कुमारी
9.6.16

Signature/L.T.I. of Presentant

Date:09/06/2016

Registering Officer
Danapur

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Radha Krishna Prasad' age '45' Sex 'M', 'Ram Gopal Prasad', resident of 'Flat No 401,punai Chak,patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Office
Danapu

Date : 09/06/2016

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Danapur in Book 1 Volume No. 141 on pages on 534 -558 , for the year 2016 ar stored in CD volume No. CD-22 year 2016 , The document no. is printed on the Front Page of the document.

अवर निबंधन कार्यालय
पटना (पटना)

Date : 09/06/2016

Registering Offi
Danap

Token No. : 6944 **Year : 2016** **S.No. 6713** **SCORE Ver.4.0** **Deed No . : 659**

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Serial No. 144 Circle:-:Danapur Book No. :- 1 Deed No. 138

Serial No. 144 Deed No. 138

Govt. of Bihar
Sub Registry Office ,Danapur
Summary of Endorsement

This document was presented for registration on **10/01/2017** by **Kusum Devi**
A stamp duty of Rs. **178600/-** and other fees of Rs. **20500/-** 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 the reverse page.
The document has been registered as deed no. **138** in Book No. **1**, Volume No. **3** on pages from **217** to **232** and has been preserved in total **16** pages in C.D. No. **1** / Year **2017**

10/1/2017
Signature with Date
(**Dhananjay kumar Rao**)
Registering Officer, **Danapur**

Date: 10/01/2017 Token No: 138 /2017

Sam Jan kumar
10/01/2017

उन्नयन मनोबंध
(Development Agreement)

यह डेवलपमेन्ट एग्रीमेन्ट आज दिनांक 10-01-2017 को **श्रीमती कुसुम देवी** पति का नाम श्री बबन चौधरी, निवासी ग्राम- मोरियावाँ, प्रगना- मनेर, थाना- बिक्रम, जिला-पटना, राज्य-बिहार, राज्य-बिहार, नागरिकता-भारतीय जिन्हें आगे जमीन मालिक के नाम से सम्बोधित किया गया है। (जो शब्दावली प्रसंग के प्रतिकूल होने अथवा हटाये जाने की स्थिति को छोड़कर उनके उत्तराधिकारी, निष्पादक, प्रशासक हितबद्ध उत्तराधिकारी को शामिल करेंगे) जिन्हें इसमें प्रथम पक्ष कहा गया है।

मो0 8541835899

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कुसुम देवी
10/01/2017



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एवं

मेसर्स माँ विन्ध्यवासिनी डेवेलपर्स, एक पार्टनरशिप फर्म, जो पार्टनरशिप अधिनियम 1932 के अन्तर्गत संचालित है, जिसका निबंधित कार्यालय- 202, अमृता अपार्टमेन्ट, आरा गार्डेन रोड, जगदेव पथ, पटना-800014 (बिहार), जिसका पार्टनर **श्री संजय कुमार,** पिता का नाम श्री शिव नारायण प्रसाद, निवासी- 202, अमृता अपार्टमेन्ट, आरा गार्डेन रोड, जगदेव पथ, पटना-800014, राज्य-बिहार, नागरिकता-भारतीय, के माध्यम से सम्पादित किया जाता है जिन्हें आगे डेवेलपर/भवन निर्माता/उन्नयनकर्ता/विकासक इत्यादि के नाम से सम्बोधित किया गया है, जिसमें उनके कार्यालय के अधि न्यासी, नामित एवं उत्तराधिकारी इत्यादि सम्मिलित है जो इसमें द्वितीय पक्ष के रुप में वर्णित है, के बीच सम्पादित हुआ।
मो0. 7257069269

यह कि जमीन मालिक मौजा- आदमपुर, परगना- फुलवारी, थाना- दानापुर, लेख्य सम्पति नगर परिषद दानापुर निजामत, अवर निबंधन कार्यालय- दानापुर, जिला निबंधन कार्यालय का नाम-पटना, जिला-पटना, राज्य -बिहार, थाना नं0- 40 (चालीस), तौजी नं0-5661 (पाँच हजार छह सौ इक्सठ), खाता नं0 - 65 (पैसठ), कैडेस्ट्रल सर्वे प्लौट नं. -200 (दो सौ) का अंश में एराजी- 23. 5 डिसमील जमीन पर स्वामी के रुप में स्वत्व धारित करते हुए निर्विवाद रुप से शांतिपूर्वक दखल-कब्जे में है। जिसका पूर्ण विवरण इस विलेख की अनुसूची- I में वर्णित है जो इस विलेख का भाग है।

यह कि अनुसूची-I में वर्णित सम्पति जमीन मालिक की खरीदगी संपति है जिसे जमीन मालिक ने निबंधित वसीका बिक्रय-पत्र के द्वारा श्री भोला चौधरी, श्री शिव चौधरी, श्री राजु चौधरी एवं श्री संजय चौधरी वल्दान स्व. सत्यनारायण चौधरी, निवासी- महल्ला- चाँदमारी रोड, शिव मंदिर के पास, थाना एवं पोस्ट- लोहियानगर, जिला-पटना से दिनांक 21.04.2003 को क्रय की है, जिसका निबंधन अवर निबंधन कार्यालय दानापुर, में पुस्त संख्या-71, पृष्ठ संख्या-337 से 370 तक पर अंकित कर वसीका संख्या-2131/2003 द्वारा हुआ है। तब से जमीन मालिक अपने क्रय की गई सम्पति पर स्वामिणी के रूप में निर्विवाद रूप से शांतिपूर्वक दखल कब्जे में रहते हुए अपने नाम से दाखिल खारिज कराकर सरकार को लगान भुगतान

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कर रसीद कटाते चले आ रहे है। इस तरह लेख्य संपति का अन्तरन एवं किसी भी प्रकार का करारनामा इत्यादि करने के लिए सक्षम है।

यह कि विकासक को जमीन मालिक ने अनुसूची-1 में वर्णित जमीन के संबंध में यह विश्वास दिलाया कि जमीन हर प्रकार से पाक-साफ एवं स्वत्व, दोष तथा ऋण भार से मुक्त है। यदि भविष्य में किसी भी प्रकार का कोई स्वत्व, दोष या ऋण भार पाया जायेगा तो उसकी जिम्मेवारी जमीन मालिक पर होगी और उसके चलते होने वाले हर्जा-खर्चा तथा क्षति-पूर्ति भुगतान करने का दायित्व जमीन मालिक को रहेगा।

यह कि उपर्युक्त दोनों पक्षों की सहमति से यह निर्णय लिया गया कि अनुसूची- I में वर्णित जमीन पर एक बहु मंजिला इमारत का निर्माण निम्नलिखित शर्तो एवं बंधणों पर किया जाय:-

1. यह कि द्वितीय पक्ष ने प्रथम पक्ष की सहमति से यह तय किया कि अनुसूची- I की जमीन पर **पी.एम.सी./दानापुर नगर परिषद निजामत/सम्बंधित प्राधिकार** से प्रस्तावित भवन का नक्शा एवं प्लान स्वीकृत कराकर उसके अनुरुप बहु मंजिला इमारत बनाएंगे।

2. यह कि जमीन मालिक और द्वितीय पक्ष डेवलेपर के बीच इस संबंध में इस विलेख के निष्पादन के पहले से बातचीत चल रही थी और अब डेवेलपर्स ने अंतिम रुप से यह निर्णय लिया है कि वे उक्त सम्पति को उन्नयन के लिए ग्रहण करेंगे और जमीन मालिक को आश्वासन दिया तथा आश्वत किया है कि उक्त सम्पति का उन्नयन करने में किसी भी तरह से जमीन मालिक को क्षति नहीं पहुँचायेंगे और यह भी कि जमीन मालिक डेवलपर को किसी दूसरे व्यक्ति के दावे से उन्मुक्त रखते हुए क्षति होने की दशा में इस एकरारनामा के निष्पादन पर क्षतिपूर्ति करेंगे।

3. यह कि उभय पक्ष सहमत हुए कि द्वितीय पक्ष के डेवलपरं बचनबद्ध करते है कि अनुसूची- I में वर्णित जमीन पर बहु-मंजिला इमारत की संरचना करेंगे।

4. यह कि जमीन मालिक एवं भवन निर्माता ने यह भी तय किया कि भवन के अंतिम रुप से निर्माण के पश्चात सम्पूर्ण शिखर पर terrace का व्यवहार उक्त इमारत के धारक तथा इमारत के स्वामियों द्वारा बनाये गए सदस्य ही करेंगे।

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5. यह कि जमीन मालिक एवं भवन निर्माता द्वारा यह भी तय किया गया कि **पी.एम.सी./दानापुर नगर परिषद निजामत/ संबंधित प्राधिकार** द्वारा स्वीकृत प्रस्तावित निर्माणाधीन हिस्से में जमीन मालिक का 38 प्रतिशत एवं भवन निर्माता का 62 प्रतिशत हिस्सा परम निर्मित क्षेत्र, पार्किंग क्षेत्र, फ्लैट इत्यादि में होगा।

6. यह कि डेवलपर ने स्वीकार किया है कि भवन प्रथम कोटि का होगा और उन्नत इमारत में प्रयुक्त सभी सामान बिना मिलावट के और दीर्घ टिकाउ गुणवत्ता वाले लगाए जायेंगे।

7. यह कि उभय पक्षों के बीच परस्पर घोषणा और प्रतिनिधित्व के द्वारा बातचीत के फलस्वरुप डेवेलपर द्वारा उक्त जमीन के उन्नयन के लिए किया गया एकरारनामा शर्तों और बन्धंणों के साथ अंकित किया गया।

8. यह कि जमीन मालिक डेवेलपर को यह स्वीकृत करते है और डेवेलपर जमीन मालिक से उक्त जमीन को उन्नत करने का अधिकार स्वीकार करते है उन शर्तो और बन्धंणों पर जो इस एकरारनामा की अनुसूची- I में वर्णित है।

9. यह कि जमीन मालिक की सहमति और लिखित स्वीकृति से डेवेलपर उक्त जमीन पर बनाए जाने वाली इमारत कम्पलेक्स का नक्शा, स्वरुप और (elevation) आकृति तैयार करने जिसमें किये जाने वाले कार्य का specification तथा प्रयोग किये जाने वाले सामानों जो प्रथम कोटि के होने चाहिए, के लिये एक वस्तुकार architect की नियुक्ति करेंगे। इस पर होने वाले सभी खर्च और architect को दिये जानेवाला पारिश्रमिक (fees) डेवेलपर द्वारा दिया और वहन किया जायेगा। यह भी तय हुआ कि डेवेलपर उक्त जमीन का उन्नयन कर अधिकतम अनुमान्य एफ-ए-आर सुनिश्चित करेंगे और तदनुसार उन्नयन योजना बनायी जाएगी और भवन स्वीकृति प्राधिकार अर्थात् **पी. एम.सी./दानापुर नगर परिषद निजामत** को भेजी जाएगी।

10. यह कि जमीन मालिक यह भी सहमत है एवं अधिकृत करते है कि डेवेलपर उक्त वास्तुकार (architect) द्वारा निर्मित प्लान **पी.एम.सी./दानापुर नगर परिषद निजामत/संबंधित प्राधिकार** और कोई अन्य प्राधिकारों अगर हो, को विकासक अपने हस्ताक्षर से अपनी ओर से जमा कर देंगे और भवन प्लान की स्वीकृति प्राप्त करेंगे। उपर्युक्त कार्य से संबंधित खर्च का भुगतान डेवेलपर

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15. नक्शा स्वीकृति के पश्चात् भवन निर्माण होने पर मंजिलों में बढ़ोतरी का संशोधित नक्शा यदि अनुमोदित होता है तो वैसी स्थति में निर्माण कार्य विकापक द्वारा पूर्ण करने पर उपर्युक्त अंकित अनुपातिक हिस्से के लिए जमीन मालिक भी हकदार होंगे। और उसी अनुपात में क्रेताओं का प्रति फ्लैट अनुपातिक जमीन में हिस्सा बदल जायेगा।

16. यह कि यथावर्णित ''जमीन मालिक का क्षेत्र'' पर जमीन मालिक को 38 प्रतिशत का अधिकार होगा जिसका इमारत के पूर्णतया तैयार होने के बाद निर्धारण और स्पष्टीकरण किया जाएगा। किन्तु, फ्लैटों में ''जमीन मालिक का क्षेत्र'' का निर्धारण आपसी मेल-जोल से होगा तथा सम्मिलित क्षेत्र अर्थात् सीढ़ी घर, रास्ता, पम्प घर, जेनरेटरघर, वाहन क्षेत्र, लिफ्ट स्थान, प्रहरी घर, सम्मिलित शौचालय एवं सम्मिलित (सामुहिक) उपयोग की अन्य चीजें जमीन मालिक और डेवेलपर दोनों द्वारा आनुपातिक रुप से उपयोग की जाएंगी।

17. यह कि डेवेलपर को उक्त जमीन के उन्नयन का अधिकार होगा जिसका उन्नयन वे उस पर इमारत/फ्लैट बनाकर, कार पार्किंग स्थान और अन्यान्य tenements के द्वारा जो **पी.एम. सी./दानापुर नगर परिषद निजामत/संबंधित प्राधिकार** और/अथवा अन्य संबंधित प्राधिकार से स्वीकृत नक्शा की शर्तो और बंधेजों के अनुसार करेंगे अथवा उक्त उद्देश्य के लिए जमीन मालिक डेवेलपर को जरुरत पड़े तो वैसे सभी कार्य (acts, deeds, matters) को करने के लिए डेवेलपर को अधिकृत करते हैं जिसमें खास बातें निम्नवत हैं :-

A. उक्त जमीन पर संबंधित प्राधिकार के नियमों एवं परिनियमों के अनुसार जमीन मालिक के नाम में प्रस्तावित इमारत की योजना बनाना और स्वीकृति के लिए आवेदन तैयार करना, कानूनी कदमों, वचनबद्धता सम्बन्धी कागजात तैयार करना, हस्ताक्षर करना तथा परियोजना की स्वीकृति के लिए उन्हें जमा करना।

B. इमारत तथा परियोजना के लिए सर्वेयर, इंजीनियर, ठेकेदार, मजदूर और अन्य लोगों की नियुक्त करना।

C. पानी, बिजली और अन्य सुविधाओं के लिए संबंधित अधिकारियों को आवेदन करना तथा सिमेंट, लोहा और अन्य भवन निर्माण सामग्री के लिए सरकारी कोटा के परमिट के लिए आवेदन करना।

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D. किसी भी याचिका (writ) नोटिस या अन्य कानूनी प्रक्रिया प्राप्त करना और जमीन मालिक की ओर से न्यायालय में किसी न्यायिक मजिस्ट्रेट tribunal या अन्य के समक्ष उपस्थित होना साथ ही किसी न्यायालय सरकारी अधिकारी या tribunal के समक्ष उक्त सम्पति से संबंधित किसी मामले, मुकदमे में उपस्थित होना, बचाव करना, मुकदमा दायर करना, सभी आवश्यक कागजात पेश करना एवं वकालतनामा दायर करना।

E. जैसे कहा जा चुका है उक्त जमीन पर भवन बनाना और उसकी बिक्री/ lease पर देने या अन्य प्रकार के आवंटन के लिए खरीदारों एवं lease लेनेवालों से विलेख की शर्तो के अनुरुप मनोबंध करना और उक्त इमारत में अपना हिस्सा आंशिक या सम्पूर्ण रुप से एक या अन्य प्रस्तावित सहकारी समितियों को देना।

F. उपर्युक्त कथनानुसार उक्त इमारत एवं फ्लैट आदि को स्वामित्व अथवा अन्य आधार पर डेवेलपर के हिस्से से देना और उसका असिम अथवा बिक्री मूल्य का हिसाब रखना बशर्ते कि ऐसी प्राप्तियाँ सदैव डेवेलपर द्वारा उक्त जमीन के केवल विकास और निर्माण के लिए उपयोग की जाएंगी तथा सदैव इस शर्त के साथ कि डेवेलपर इसकी सुपुर्तगी नही करेंगे अथवा निर्मित क्षेत्र में अपना हिस्सा खत्म नही करेंगे जब तक कि जमीन मालिक को मिलने वाला सम्पूर्ण निर्मित क्षेत्र पूर्ण रुप से उन्हें सुपुर्द नही कर दिया जाता है।

G इमारत कम्पलेक्स में फ्लैट/tenements आदि खरीदने वालों को अपने फ्लैट/tenements के एवज में आर्थिक संस्थाओं से ऋण लेने के लिए डेवेलपर को इमारत में अपना हिस्सा बंधक रखना।

H. डेवेलपर को यह अधिकार होगा कि वे अपने 62 प्रतिशत हिस्से को सीधे अथवा सहकारी समितियों द्वारा बेचने, आवंटित करें और उनके पक्ष में खरीदारों के नाम विक्रय पत्र निष्पादित करें।

I. जमीन मालिक ने स्वीकार किया है कि यदि डेवेलपर उक्त परियोजना से सटे या उसके आस-पास की जमीन पर कोई दूसरी परियोजना का विस्तार करें तो उन्हें किसी प्रकार की आपति नही होगी।

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Sam Ram Kumar
10/01/2017

J. डेवेलपर को यह अधिकार होगा कि वे पूर्वोक्त जमीन का उन्नयन उस पर एक या अनेक भवन, फ्लैट, पार्किंग स्थान और अन्य tenements इमारत के नक्शे के अनुसार एक सम्मिलित नक्शा अथवा अलग-अलग नक्शा बनाकर और अगल-बगल की जमीन लेकर एक योजना अन्तर्गत या खंड-खंड में योजना बनाकर निर्माण करेंगे और हिस्सा अनुसार हिस्से का बंटवारा एवं विक्रय इत्यादि करेंगे, उन्हें बेचेंगे, आवंटित करेंगे अथवा निरस्त करेंगे जैसी जरुरत हो, वैसी करेंगे, ऐसा अधिकार उन्हें सम्मिलित सभी जमीन पर बने ईमारत के लिए होगा जिसे वे जिसे उचित समझें बेचें और ऐसे फ्लैट इकाइयों/ tenements पार्किंग स्थान का मूल्य वसूलें और अपने खाते में अपने लिए रखें। ऐसी कार्रवाई के लिए किसी भी जमीन मालिक को आपत्ति का अधिकार नहीं होगा। बंटवारे के अनुरूप एक-दूसरे की जमीन पर बनी ईमारत में भी हिस्सा सम्भावित है, जिसे भी उभय पक्ष स्वीकार करते है।

K. पूर्वोक्त जमीन पर प्रस्तावित इमारत के लिए योजना को संबंधित प्राधिकार के नियमों के अन्तर्गत तैयार कर इसे पटना क्षेत्रीय विकास प्राधिकार/सक्षम अधिकारियों द्वारा स्वीकृत कराने के लिए आवेदन तथा बचनबद्धताओं को अगर डेवेलपर चाहें तो जमीन मालिक ऐसे सभी आवश्यक योजनाओं, विशिष्टियों, घोषणाओं, शपथ-पत्रों और अन्य कानूनी अथवा statutory कागजातों को **पी.एम.सी./दानापुर नगर परिषद निजामत/सक्षम प्राधिकार** अन्य अधिकारियों से स्वीकृत कराने के लिए हस्ताक्षर करने पर सहमत है।

18. **यह कि जमीन मालिक घोषणा करते हैं :-**

(i). कि जमीन मालिक को उक्त जमीन से संबंधित इसके अधिग्रहण या अधियाचना के लिए कोई नोटिस या अधिसूचना प्राप्त नहीं हुई है और उन्हें इसका उन्नयन करने या कराने के लिए अधिकार है।

(ii). कि उक्त जमीन से संबंधित इस जमीन या इसके किसी हिस्से पर कोई दावा, मांग, निषेधाज्ञा या संलग्नता किसी करारोपन अधिकारी, राजस्व अधिकारी या सरकार अथवा स्थायी निकायों या अधिकारियों द्वारा नहीं है।

(iii). कि उक्त जमीन से संबंधित कोई मनोबंध या व्यवस्था नहीं चल रहा है और अगर डेवेलपर को किसी ऐसे व्यवस्था का पता चले तो डेवेलपर को यह मनोबंध रद्द करने और इसका पूरा खर्च बैंक दर पर सूद के साथ जमीन मालिक से वसूल करने का अधिकार होगा।

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(iv). कि जमीन मालिक के अलावा उक्त जमीन पर और किसी का कोई अधिकार, हिस्सा या हक नही है और जमीन मालिक किसी बेनामी जमीन मालिक के बेनामीदार नहीं है।

(v). कि जमीन मालिक ने घोषणा की है कि उक्त जमीन पर कोई दायित्व या अवभार नही है और अगर उस पर कोई झूठा दावा करता है तो जमीन मालिक ऐसे दावे को अपने खर्चे पर चुनौती देंगे।

(vi). कि उक्त जमीन के अधिकार से संबंधित किसी भी न्यायालय में कोई मुकदमा नही चल रहा है और कोई भी शुल्क या कर इस विलेख के लिखे जाने तक बाकी नही है और अगर इसके पूर्व का कोई टैक्स या शुल्क बकाया हो तो जमीन मालिक उसका भुगतान करेंगे।

(vii).कि जमीन मालिक उक्त जमीन के हस्तांतरण, अंतरण के उद्देश्य से मनोबंध हो जाने के बाद प्रस्तावित इमारत में डेवेलपर सहित किसी समिति के हिस्से को सौप देंगे और जमीन मालिक बचनबद्ध हैं कि वे पूर्वोक्त घोषणाओं के विरुद्ध कोई काम या कार्रवाई नहीं करेंगे।

(viii). कि जमीन मालिक को उन्नयनकृत संपति में अपने हिस्से को बेचने, पट्टा पर देने अथवा निबटान करने का अधिकार होगा।

19. उचित अधिकार सहित इन प्रावधानों (presents) के अन्तर्गत डेवेलपर निर्मित भवन में कम से कम बेसमेंट के संरचना कार्य की पूर्णता के बाद जमीन मालिक और इमारत में उनके हिस्से की पूर्ण सुरक्षा की व्यवस्था करते हुए डेवेलपर अपना हिस्सा बंधक रख सकते हैं बशर्ते ऐसा ऋण अथवा उधार डेवेलपर इमारत के अपने हिस्से की जमानत पर लेंगे और यह परियोजना के उन्नयन और जमीन मालिक की पूर्ण संतुष्टि के अनुसार इमारत के निर्माण में लगाया जाएगा। जमीन मालिक को ऐसे खातों, उधारों और आवेदनों को जांच करने का अधिकार होगा।

20. इस उन्नयन मनोबंध की शर्तो के अनुपालन के साथ दोनों पक्षों के बीच यह स्पष्ट सहमति हुई है कि डेवलेपर इमारत कम्पलेक्स में निर्मित क्षेत्र का 62 प्रतिशत बिक्री योग्य हिस्से को डेवेलपर उनके नामित के पक्ष में उक्त ढंग से हस्तांतरिक करने के लिए डेवलपर सभी कदम उठाएंगे एवं सम्पूर्ण खर्च का वहन करेंगे।

21. डेवेलपर उक्त जमीन का उन्नयन **"मेसर्स माँ विन्ध्यवासिनी डेवेलपर्स"** के नाम से करेंगे और भवन निर्माता तथा जमीन मालिक का हिस्सा सहित सम्पूर्ण इमारत और पार्किंग स्थान सहित सारा निर्माण खर्च केवल डेवेलपर द्वारा वहन किया जाएगा तथा

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केवल डेवेलपर ही **पी.एम.सी./दानापुर नगर परिषद निजामत/सक्षम प्राधिकार** एवं अन्य अधिकारियों के प्रति इस जमीन के उन्नयन के लिए जवाब देय होंगे तथा उन्नयन क्रम में अगर कोई नुकसान हो तो• इसकी जमीन मालिक को क्षति की पूर्ति करेंगे।

22. जमीन मालिक अपनी सहमति और वचनबद्धता व्यक्त करते है कि वे डेवेलपर के पक्ष में इस मनोबंध की शर्तों एवं बंधेजों के अनुरुप उक्त जमीन के उन्नयन से संबंधित सभी आवश्यक कार्य करने के लिए जमीन मालिक की ओर से विकासक को प्राधिकृत करते है जो अपने हिस्से की जमीन बिक्री के निमित इकरारनामा इत्यादि निष्पादित करेंगे।

23. इस उन्नयन के तथा इससे संबंधित सभी जेब खर्च, शुल्क, कानूनी खर्च जिसमें हस्तांतरण का स्टाम्प खर्च और निबंधन खर्च शामिल है, डेवेलपर या उनके नामिनों द्वारा वहन किया जाएगा। जमीन मालिक इस बात से सहमत है कि यदि किसी प्रकार का कोई टैक्स पटना नगर निगम/राज्य सरकार/केन्द्रसरकार लेती है या लागु करती है, वो टैक्स फ्लैट के अनुपात में जमीन मालिक/विकासक/खरीदार वहन करेंगें।

24. **पी.एम.सी./दानापुर नगर परिषद निजामत/सक्षम प्राधिकार** द्वारा इमारत की योजना की स्वीकृति से **छः** महीने की कृपा अवधि के अन्तर्गत अगर डेवेलपर इमारत के निर्माण में असफल हो जाते है अथवा जमीन मालिक को बिक्री योग्य निर्मित क्षेत्र सुपुर्द करने में (चूंकि समय सीमा इस मनोबंध का प्रमुख अंग है) असमर्थ रहते है वैसे किसी दैवी कारण या नियंत्रण के बाहर प्राकृतिक विपति को छोड़कर जो इस निर्माण को प्रभावित करता है, वैसी हालत में पूर्वोक्त निर्धारित समय सीमा के अन्तर्गत इमारत को पुरा न करने के कारण डेवेलपर को आपसी सहमति से आगे की कार्यवाही करने का अधिकार होगा।

25. इस मनोबंध की शर्तो के अनुसार उक्त जमीन पर प्रस्तावित इमारत में बिक्री योग्य निर्मित क्षेत्र पर अधिकार एवं हित के अतिरिक्त जमीन मालिक को परम निर्मित क्षेत्र यथा, गवाक्ष, सीढ़ी घर, रास्ता, लिफ्ट, पानी की टंकी, जेनरेटर कमरा, खुली जगह, वाहन पार्किंग स्थान और सभी सामूहिक क्षेत्र पर भी जमीन मालिक को अधिकार होगा।

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26. डेवेलपर पी.एम.सी./दानापुर नगर परिषद निजामत के नियम, परिनियम और कानूनों का दृढ़ता से पालन करेंगे और सर्वदा किसी क्षति, दावा, मांग जो नियमों और कानूनों के उल्लंघन से उत्पन्न हो उससे जमीन मालिक को क्षतिपूर्ति करायेंगे।

27. इमारत की योजना में डेवलेपर सभी सामान्य (Civil), बिजली, plumbing and sanitory कार्यों जिसमें भूमिगत एवं उपरी टंकी, पानी व्यवस्था, नल पम्प, गृह सेवा आदि शामिल है वे **पी.एम.सी./दानापुर नगर परिषद निजामत** की स्वीकृत योजना के अनुसार शामिल होगा।

28. उक्त इमारत या परिसर में किसी व्यक्ति के द्वारा किसी व्यक्ति या डेवेलपर पर किसी कार्य के चलते किसी व्यक्ति या प्राधिकार को देय किसी नुकसान, दावा, क्षतिपूर्ति के लिए डेवेलपर जमीन मालिक को पूरी तरह क्षतिपूर्ति करेंगे और जमीन मालिक किसी भी तरह का भुगतान करने, मजदूर क्षतिपूर्ति कानून अथवा किसी अन्य कानून के अन्तर्गत किसी दुर्घटना से संबंधित मुकदमें में बचाव करने के लिए जवाबदेह नही होंगे।

29. प्रस्तावित इमारत **पी.एम.सी./दानापुर नगर परिषद निजामत** द्वारा स्वीकृत हो रहे वास्तुशिल्प की विशिष्टियों के अनुसार निर्मित होगी।

यह की लेख्य प्लौट से संबंधित जरुरी कार्यो के लिए जमीन मालिक ही प्राधिकृत है क्योंकि अपने परिवार में कर्ता की हैसियत से वरिये सदस्य होने के नाते परिवार के हित में आवश्यक कानूनी खर्चो की पूर्ति हेतु नियमानुकुल प्राधिकृत है।

अनुसूची-I

वह आवासीय परती जमीन जिसका रकवा- 23.5 डिसमील है जो मौजा- आदमपुर, परगना- फुलवारी, थाना- दानापुर, लेख्य सम्पति नगर परिषद दानापुर निजामत, अवर निबंधन कार्यालय- दानापुर, जिला निबंधन कार्यालय का नाम-पटना, जिला-पटना, राज्य -बिहार, थाना नं0- 40 (चालीस), तौजी नं0-5661 (पॉच हजार छह सौ इक्सठ), खाता नं0 - 65 (पैंसठ), कैडेस्ट्रल सर्वे प्लौट नं. -200 (दो सौ) का अंश में अवस्थित है, जिसका वार्षिक लगान मो. 5 रूपये अलावे शेष बिहार सरकार को अंचलाधिकारी, दानापुर के माध्यम से जमाबंदी संख्या- 1445 पर भुगतान किया जाता है, जिसकी चौहद्दी निम्नवत है :-

निष्पादक का हस्ताक्षर

Sanjeev Kumar
10/01/2017

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चौहद्दी

उत्तर :- जनक गुरूजी एवं बुलक महरा
दक्षिण :- सहायक सड़क
पूरब :- ब्रहादेव राय
पश्चिम :- रौदी यादव एवं नवाव यादव
नोट :- उपर्युक्त सम्पति वर्ष 2016-17 के न्युनतम दर पंजी के **कोड नं-161, जोन-2** पर अंकित है, जिसका वर्त्तमान बाजार मूल्य मो- 89,30,000/- (नवासी लाख तीस हजार) रूपया है।

अनुसूची II

बनने वाले भवन का संक्षिप्त वास्तुशास्त्रीय एवं ढांचागत विवरण।

ढांचा :- पी.एम.सी./दानापुर नगर परिषद निजामत/सक्षम प्राधिकार द्वारा स्वीकृत आर.सी.सी. फ्रेम ढांचा जो भूकम्प रोधी होगा।

civil कार्य:- पी.एम.सी./दानापुर नगर परिषद निजामत/सक्षम प्राधिकार द्वारा स्वीकृत प्रथम कोटि का सिमेंट, सोन बालू एवं मसाला।

परिसज्जन :- जमीन मालिक के हिस्से की सभी दीवारें तथा भीतरी छत में प्लास्टर ऑफ पेरिस का प्रथम सतह एवं बाहर की दीवारें डबल बेदर कोर्ट होगी।

दरवाजे :- दरवाजे का ढांचा लकड़ी का तथा मुख्य दरवाजे पर लकड़ी का चौखट तथा दरवाजे का पल्ला प्लाई बोर्ड का होगा और उस पर दो तह सिन्थेटिक इनैमेल पेंट होगा। पेन्ट की गुणवत्ता साधारण से नीचे का नहीं होगा।

खिड़कियाँ :- एलूमुनियम फ्रेम में पूर्णत: glazed खिड़कियाँ ग्रील के साथ।

फर्श :- संगमरमर या Vitrifiled टाइल्स (2'x2') फ्लैट के अन्दर समस्त फर्श क्षेत्र में।

शौचालय :- मुख्य शयन कक्ष से जुड़े एक शौचालय में गर्म पानी का नल, रंगीन glazed टाइल्स 7' की उँचाई तक सभी शौचालय का साजोसमान ISI ब्राण्ड का उपयोग होगा। किचेन एवं बाथरुम का जमीन संगमरमर का होगा।

निबंधन

निष्पादक का हस्ताक्षर

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रसोई घर :- हरा संगमरमर का कार्यकारी platform तथा स्टील का सिंक, कार्यकारी platform से 24" ऊँचा रंगीन glazed टाइल्स। नल jaquar Essco.

बिजली व्यवस्था:- मानक बिजली सामग्री के साथ concealed पी.वी.सी. conduit wiring मुख्य शयन कक्ष में A.C. प्वाईट

(क) सभी फ्लैट में वासिंग मशीन का इनलेट और आउटलेट प्वाईट की व्यवस्था होगी।

(ख) सभी फ्लैट के किचेन में पावर प्वाईट होगा।

(ग) सभी फ्लैट के किचेन में एक्वागार्ड के लिए बिजली का प्वाईट होगा।

लिफ्ट :- छह व्यक्तियों का भार वहन करने योग्य लिफ्ट उच्च कोटि का ISI Mark होगा।

जेनेरेटर उच्च कोटि का ISI Mark जेनेरेटर होगा।

ट्रान्सफार्मर : सक्षम क्षमता का अपार्टमेन्ट का अपना ट्रान्सफमर होगा।

पानी : प्रशनल बोरिंग से अपार्टमेन्ट के सभी फ्लैट में 24 घंटा पानी की व्यवस्था रहेगी।

पावर बैकप : अपार्टमेन्ट के सभी फ्लैट में 24 घंटा पावर बैकप की व्यवस्था होगी।

टी.वी.(केबुल) प्वाईट:- अपार्टमेन्ट के सभी फ्लैट के ड्राईग रूम में टी.वी.(केबुल) का प्वाईट की व्यवस्था होगी।

टेलिफेन प्वाईट:- अपार्टमेन्ट के सभी फ्लैट में टेलिफोन का प्वाईट की व्यवस्था होगी।

इन्टर कॉम :- अपार्टमेन्ट के सभी प्लौट के ड्राईग रूम में इन्टर कॉम कनेक्शन एक सेट के साथ होगा।

उपर्युक्त specifications में promoters/architect द्वारा निर्णित कुछ फेर बदल संभव है।

Sanjay Kumar
10/01/2017

निषादक का हस्ताक्षर

10/01/2017

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यह कि यह करारनामा अपनी पूर्ण स्वस्थ मानसिक स्थिति में सोंच-समझकर निम्नलिखित गवाहों के समक्ष लिख दिया कि समय पर काम आवे एवं प्रमाण रहे।

गवाहगण: -

1. आनन्द कुमार
पिता - श्री राम दास सिंह
पता - छोटी रूकुनपुरा
नाला पर मंडुआ
बाजार पटना 14
10.01.2017

कुसुम देवी
10/01/2017

प्रथम पक्ष का हस्ताक्षर

2. Pravin Kumar Chaudhary
S/o - Baban Chaudhary
Add:- At- Mohanpuran
P.O- Daniyawan
P.S- Bikram
Dist- Patna
Bihar 801104
10/01/2017

Sanjay Kumar
10/01/2017

द्वितीय पक्ष का हस्ताक्षर

मुद्रित किया:-

(राम नगीना सिंह)
उद्योगीजी का चैम्बर
बेलतल, तकियापरय, दानापुर,
पटना।

जमीन मालिक एवं विकासक के निदेश पर लिपिबद्ध किया गया है।

10/01/2017

(डॉ. अनिल कुमार सिन्हा "उद्योगी")
अधिवक्ता,
"चैम्बर", बेलतल, तकियापरय, दानापुर,
पटना।

10/1/17

अवर निबंधक दानापुर (पटना)

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Endorsement of Certificate of Admissibility

...ssible under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the ...an 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.	178600/-	Amt.Paid By N.J Stamp Paper	Rs. 0/-
Addl. Stamp duty paid under Municipal Act	Rs.	0/-	Amt.paid through Bank Challan	Rs. 199100/-

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	0	J1	0	K2	0	Na	0
B	0	H1a	0	J2	0	Li	0		

TOTAL- 20000

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

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 20500

Registering Officer
Danapur

Date: 10/01/2017

Endorsement under section 52

Presented for registration at Registration Office, Danapur on Tuesday, 10th January 2017 by Kusum Devi Baban Chaudhary by profession House Wife. Status - Executant

कुसुम देवी

10/01/2017

Signature/L.T.I. of Presentant

Date:10/01/2017

Registering Officer
Danapur

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Anand Kumar' age '48' Sex 'M', 'Ramdas Singh', resident of 'Rukanpur Nala Par,rukanpura,patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Offic
Danap

Date : 10/01/2017

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Danapur in Book 1 Volume No. 3 on pages on 217 -232, for the year 2017 ... stored in CD volume No. CD-1 year 2017 .The document no. is printed on the Front Page of the document.

Registering Of
Dan

Date : 10/01/2017

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Serial No. 8949

Deed No. 8779

Govt. of Bihar
Sub Registry Office ,Danapur
Summary of Endorsement

This document was presented for registration on **28/07/2016** by **Seema Devi**
A Stamp Duty of Rs. **30020**/- and other Fees of Rs. **20625**/- 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. **8779** in Book No. **1**, Volume No. **189** on pages from **278** to **302** and has been preserved in total **25** pages in C.D. No. **29** / Year **2016**

28/7/2016

Signature with date
(**Dhananjay kumar Rao**)
Registering Officer, **Danapur**

Date: 28/07/2016

Token No: 9345 /2016

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 22nd day of July 2016,

BETWEEN

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ber 9345

Photo

Name

Sanjay Kumar

28/07/16

Seema Devi

22/07/16

eema Devi

2/07/16

ntosh Kumar

07/2016





THUMB

Index

Middle

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SMT. SEEMA DEVI , Mob. No. **9431217224** , wife of Sri Santosh Kumar , resident of Near Shiv Das Ashram , Giriyak Road , Rajgir , P.S. and P.O. Rajgir , District Nalanda Pin Code - 803116 , Indian citizen hereinafter referred to as " **THE LAND OWNER**" (which expression shall unless repugnant to the context, or meaning there to shall mean and include her administrators, legal representatives , heirs, assigns or successors-in-interest) of the **FIRST PART**.

AND

M/S MAA VINDHYAVASANI DEVELOPERS , a Partnership Firm **PAN – AAWFM 6264G** , bearing its Registration Deed No. 2065 , registered Under Indian Partnership Act 1932 , having its registered Office at 202 , Amrita Apartment , Ara Garden Road , Jagdeo Path , Patna - 800014 , through its authorised Partner **SRI SANJAY KUMAR** , son of Sri Shiv Narayan Prasad , resident of vill. Janipur , P.O. Shorampur , P.S. Janipur via Phulwarisarif , District Patna , presently residing at 202 , Amrita Apartment , Ara Garden Road , Jagdeo Path , Patna - 800014 , hereinafter referred to as **FIRM /BUILDER/ DEVELOPER** (which terms and expression shall unless it be repugnant to be context or meaning thereof mean and include its administrators , successors and assigns) of the **SECOND PART**.

सीमा देवी
27/01/16

Sanjay Kumar
27/01/2016

WHEREAS

(a) Smt. Seema Devi , the above Land owner have acquired and purchased a piece of residential land having an area measuring 1 Kathas 10 Dhurs equal to an area measuring 2041 Sq.Ft. through Absolute Sale Deed executed on 06-02-2013 from Sri Ranjeet Kumar son of Sri Deo Krishna Singh , resident of Hirachak , P.S. Naubatpur , District Patna , which has been registered at the office of Sub Registrar Danapur , Patna , bearing i t Book No. I , Vol. No. 17 , Page No. 185 to 194 , Deed No. 955 , Serial No. 998 , CD No. 03 for 2013 and since date above purchase the Land

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SMT. SEEMA DEVI, Mob No. **9431217224**, wife of Sri Santosh Kumar, resident of Near Shiv Das Ashram, Giriyak Road, Rajgir, P.S. and P.O. Rajgir, District Nalanda Pin Code - 803116, Indian citizen hereinafter referred to as "**THE LAND OWNER**" (which expression shall unless repugnant to the context, or meaning there to shall mean and include her administrators, legal representatives, heirs, assigns or successors-in-interest) of the **FIRST PART**.

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WHEREAS

(a) Smt. Seema Devi, the above Land owner have acquired and purchased a piece of residential land having an area measuring 1 Kathas 10 Dhurs equal to an area measuring 2041 Sq.Ft. through Absolute Sale Deed executed on 06-02-2013 from Sri Ranjeet Kumar son of Sri Deo Krishna Singh, resident of Hirachak, P.S. Naubatpur, District Patna, which has been registered at the office of Sub Registrar Danapur, Patna, bearing i t Book No. I, Vol. No. 17, Page No. 185 to 194, Deed No. 955, Serial No. 998, CD No. 03 for 2013 and since date above purchase the Land

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owner , First Party has left an area measuring 321 Sq.Ft. for Road on the east side and on remaining area measuring 1720 Sq.Ft. came in her physical possession with perfec title and she is seized and possessed and / or otherwise was and is sufficiently entitled to the free hold property fully mentioned in the schedule here in written (hereinafter for the sake of brevity referred to as the **"said property")**

(b) **It is further represented and declared by the Land Owners :-**

(i) That the said property is under her exclusive possession with valid, clear and marketable , right, title and interest free from all encumbrances to the extent of total area measuring **1720 Sq.Ft.** and she is competent to transfer and convey the whole or part of the said property.

(ii) That the Land owner have not created any encumbrance on the said property or any part thereof by way of sale, mortgage, exchange, lease, trust, assessment, rights, gifts, liens, leave and licence, permission, charges, inheritance or any other encumbrances whatsoever.

(iii) That no notice or notification for acquisition/requisition under any of the statute of the past or presently in force, have been received, served upon the land owners or passed by the D.M.C. , Income Tax Department or any other Government authority, for acquisition or requisition of the said property or any part thereof.

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(iv) That there are no attachments, either before or after judgment and there are no claims, demands, suits, decrees, injunctions, orders, notices , petitions, or adjudication orders affecting the said property or any part thereof.

(v) That apart from the Land Owner, none else is entitled to or has any share, right, title or interest, over and in respect of the said property or any part thereof as a partner or partnership or co-partner in any joint family or in any other manner whatsoever.

(vi) That the Land Owner is not Benamidar or trustee for anyone in respect of the said property or any part thereof.

(vii) That the Land Owner have not entered into in the past in any agreement for sale or development of the said property or any part thereof nor has made any agreement with anyone whatsoever regarding the said property or any part thereof.

AND WHEREAS the Land Owner is interested in getting a multistoried residential building complex developed and constructed on the said property at the cost of developer and acquiring built up area in the shape of residential flats, parking spaces etc. as consideration for the value of land of the **"said property"** when conveyed by the Land Owner to the Developer / Firm.

(d) The aforesaid developer/Firm offered to develop and construct at it's own cost, a multi-storied residential building on the said property of the

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Land owner (hereinafter referred to as the said **building**) and the Land owner being desirous to acquire flats and other built up areas of the said building as consideration for the said property (hereinafter referred in schedule) to be conveyed by the land owner to Developer /Firm or (it's nominees, including a Co-operative Housing Society, Firm, Association of persons, Body Corporate etc.). And the land owner under perfect condition of her body and mind and without any undue influence and pressure from any side has agreed to convey to the Developer / Firm the area of land morefully described in the Schedule hereunder to develop and construct multistoried residential flats and car parking spaces over the said piece of land at the entire cost of Developer / Firm.

(e) As a result of the negotiations between the parties hereto and on the representation and declarations made by the land owner as herein recorded an Agreement for Development of the said property by the aforesaid Developer / Firm has been arrived at between the parties hereto upon terms and conditions hereinafter appearing.

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

1. The above named land owner hereby appoints the aforesaid Developer / Firm , as the Developer of the said property and irrevocably grants to the said Developer, who hereby accepts from the Land Owner exclusive right and licence to develop the said property referred in the schedule hereunder written in the manner and on the terms and conditions and stipulations hereinafter mentioned.

27/07/16

Sanjay Kumar Gautam

2016/47/2

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2. The Developer / Firm has to submit a building plan to Nagar Parishad Danapur Nizamat (D.M.C.) for maximum F.A.R. , However the plan submitted to D.M.C. may be accordingly revised to suit the norms of D.M.C.

3. Immediately after the execution of this Development Agreement, the Developer shall proceed expeditiously with preparation of the plans and drawings for the said Building/complex.

3.1 The Developer shall take effective steps in order to commencement of construction work and submit the plan of said building plan before D.M.C. or any other local authority. Developer shall start construction work only after sanction of Plan.

3.2 The Land Owners shall have no objection if the aforesaid building plans are submitted to the local authority and the same or any other permission, approvals are obtained in her name and she agree to sign all such papers that may be deemed legally necessary by the Developer / Firm for the same. However, all fees, costs, charges, and expenses relating to such approvals/ sanction shall be borne by the Developer / Firm.

3.3 The Developer shall be entitled to make all necessary corrections, alterations and revisions in the aforesaid plan if required and to the knowledge and consent of the land owner which may be required by the Nagar Parishad Danapur , Nizamat for approval of the said building plans.

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4. The Land owner and Developer agree to sell , convey , transfer and / or assign their own share i.e. 55% and 45% respectively to any person / Firm.

5. As consideration for cost of the said property , the Developer shall allot 55%(Fifty Five percent) shall be conveyed / transferred by the Developer to the land owner or her legal heirs or her nominees, the developer agrees to deliver and give possession to the Land Owner to the aforesaid area over entire constructed building as 55%(Fifty Five percent)share according to the land ratio of the land owner and in same ratio allotted car parking space accordingly to the land owner with respect of kept all types of four wheeler vehicles like Scorpio etc. in said car parking space over the land detailed hereinafter mentioned in **Schedule -I** by the Developer at his own cost hereinafter called as the **land owner's area**. Balance of **45%** of the total Built up area shall belong to the Developer / Firm and shall hereafter be called the Developer's Area.

6. A seperate agreement will be prepared for distribution of flat of land owner's share / Developer's share (i.e. between both the parties) , wherein land owner's / developer's flat will be fully described.

6.1 Both the parties shall be bound by the terms of Bihar Apartment Ownership Act 2006 vide section 5 (2) and further clauses of Development Agreement the land owners and Developer are entitled to Sell / Transfer their share as the Absolute owner.

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7. Land Owner and her nominees shall solely and exclusively be entitled to use and utilise the allotted Land Owner's Area /Share including parking area and enjoy the same either themselves, individually or collectively or shall be fully entitled to transfer, convey, grant, otherwise alienate her interest, in any manner as deemed fit by them to any person, Association of Persons, Firm, Body Co-operative Societies, Government agencies etc, on such terms and conditions as may be decided by the Land Owner. The developer / Firm or it's nominees , administrator/legal representatives , assignees, heirs or successors in interest shall have no objection whatsoever, to such transfer, convey, grant, otherwise alienation of their interest by the Land owner of her area called Land owner's area and if any objection shall be raised by the Developer or any body , the same shall be illegal and not maintainable in courts of law and the same will be deemed to be null and void and without jurisdiction.

8. The Developer / Firm and / or it's nominees shall solely and exclusively be entitled to the Developer's Area and they shall have absolute right, marketable title and interest over the Developer's / Firm's Area and they shall be fully entitled to transfer, convey, grant, otherwise alienate their interest in any manner as deemed fit by them to any person , Association of Persons , Firm , Body Co-operative Societies, Government agencies etc. on such terms and conditions as may be decided by the Developer / Firm. The land owners or their nominees , administrator/legal representatives assigns, heirs or successor in interest shall have no objection what soever to such transfer convey , grant , otherwise alienation of their interest by the developer of their area called as Developer's area and if any such objection will be raised by

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13. The Parking area will be distributed only amongst the occupants of the building as per land owner and developer share.

14. The Land Owner hereby from the date of this agreement grants exclusive right and licence to the Developer to take up and proceed with the Development, planning, and construction of the said building in terms of this Agreement and hand over vacant possession of the said property more fully described in schedule hereunder written.

15. It is agreed that any Agreement made or entered into at any time by the Land Owner in respect of her land in breach of or violation of the terms and conditions of this 'Development Agreement' shall be null and void and not maintainable in courts of law and the similar principle will also applicable or binding upon the developer.

16. The Land Owner hereby irrevocably undertakes not to sell, dispose off, alienate, charge, encumber, lease or otherwise transfer the said property or any part thereof during the period of this Agreement save and except putting the Developer / Firm in possession thereof for the purpose of Development pursuant to this Agreement. The Land Owner shall at no period of time during the currency of this Agreement try or like to dispossess the Developer / Firm from the property aforesaid.

17. After the date of approval of plan by D.M.C. the Developer / Firm shall be deemed to be in possession of the said property and shall be free to do all acts, deeds and things required for development, and construction of

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the said building at the Developer's / Firm's own cost and expenses in terms of this Development Agreement.

18. The Developer / Firm shall be entitled to develop the said property and construct thereon one or more buildings or partly over the said property or partly over the adjoining plots of another land owner if required by the developer with proper and valid document and not in contradictory nature of this agreement consisting of dwelling units, flats, parking spaces and other structures in accordance with building plan sanctioned by the D.M.C.

19. **The Developer / Firm further undertakes:-**

19.1. That it will not do any act of commission, omission, expressly or impliedly directly or indirectly by which the Land Owner's right, title and interest over the said property may in any manner be adversely affected until the Developer / Firm has given delivery of possession of the Land Owner's Area to the Land Owner in said Building.

19.2. That it will indemnify the land owner and shall always keep her indemnified and harmless in respect of all claims, damages , compensation or expenses payable in consequence of any injury or accident sustained by any working artisan, or invitees or other person on the property whether in the employment of the Developer / Firm or not while in or upon the said property during the period of construction of the said building thereon and the Developer / Firm shall take out an insurance for this purpose.

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19.3. That the Developer / Firm shall not create any charge or encumbrance over the said property for its own benefit in any case , however , developer can do so in interest of the completion of the construction of the said building with the express and written consent of the land owner.

19.4. During the construction of the said Building , the Developer / Firm may require to create equitable or any legal mortgage of the land covering undivided share of the developer in the said property / building and the construction thereon for obtaining loan or for the individual purchasers of flats the Developer / Firm shall mortgage only his proportionate share in the built up area and/or land. In such an event, the owner , if required , shall join the Developer / Firm in creation of such mortgages on terms to be mutually agreed. However the Developer / Firm affirms and undertakes that all money obtained as loan by pledging, hypothecating or mortgaging the said property or creating charges on the said property (land and building under construction) shall exclusively be invested for construction and development of the said building only and such moneys shall not be diverted in any other project work or any other purpose of the Developer/ Firm . In case the loan obtained from bank or from any Financial Institution is not repaid by the Developer/ Firm , the same will the realised from share in built up area of the Developer/ Firm. The Land Owner's area will remain free from encumbrance and the Land owner shall not be responsible for any loans taken by the Developer and it will be sole responsibility of the Developer.

19.5 The Developer / Buyer may take Loan on securities of his above mentioned share and construction thereon made by developer , but in no case

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any account will mortgage or raise any loan on share of the land owner in the said building and land owner would not be liable for any loan of the Developer.

20. The Land Owner will deliver to the Developer / Firm and/or its duly authorised Advocate all original title deeds, documents and papers relating to the said property for complete examination of the Land Owner's title thereto if required and the Developer shall make out a receipt with respect to receiving original file and document of the land owner and the Land Owner agree to co-operate with the Developer / Firm in such examination of Land Owner's title and to answer and/or comply with all reasonable requisition that may be required the Developer / Firm and/or its Advocate in this regard. However they are entitled to keep all the original documents whatever they have in possession.

20.1. In any event the Land Owner without prejudice to the foregoing declarations agrees and undertakes to remove all the obstacles and clear all outstandings, doubts, or defects, save as hereinabove provided at her own cost so as to ultimately vest the said property in the Developer / Firm to the extent of its share or it's nominees free from all encumbrances and defects whatsoever

20.2. All outgoing including municipal tax and other charges in respect of the said property on the existing land shall be borne and paid by the Land Owner till the date and thereafter the same shall be borne and paid by the Developer / Firm till the delivery of possession of the Land Owner's area to the Land Owner.

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20.3. After delivery of the Land Owner's area to the Land Owner all outgoing in respect of the said property and the said building thereon shall be borne and paid by the Land Owner and the Developer / Firm and their nominees proportionately in the proportion of their respective shares in the total built up area (the word proportionately with all its cognate variations whenever used in these presents shall mean the proportion in which the parties hereto and/or their nominees acquiring portions of the building are entitled to the covered areas in the building).

21. The Developer / Firm / Land Owner shall form as may deem proper, a Maintenance Committee of all the persons owning tenements in the said building. The Land Owner and her nominees shall become members of such an organisation formed by the Developer / Firm and the Land Owner , her nominees, respective agents, servants, licences, tenants, etc. shall be bound to abide by the rule and regulations as be framed by such organisation from time to time and she shall be bound to pay the regular maintenance charges as be fixed for the maintenance and management of the entire building complex. But , however, the land owner shall not be liable to pay any cost for formation of such maintenance committee.

21.1. The nominees of the Developer / Firm shall own and hold portions of the building comprised in the Developer's / Firm's Area /share according to the standard Agreement finalised by the Developer / Firm and Land Owner. The Land Owner and her nominees shall be bound to hold and own portions of the Land Owner's Area /share in the said building on the same terms and

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conditions as be contained in the aforesaid standard Agreement and to execute similar agreements.

21.2. The common areas shall jointly be owned by all the owners of all the portions of the said building including terrace of the building with equal entitlements to use all common areas and facilities intended for utilisation by the occupants of the said building on the same terms and conditions applicable to all for such utilisation. No owner of any part of the said building will have any exclusive rights, title and interest over the common areas and common facilities except the right of common use.

22. Both the Land Owner and the Developer / Firm will always be jointly entitled to all permissible further vertical and / or horizontal development exploitation of the said property and building thereon even if all the flats are sold / transferred and the construction , sharing , owning and selling of all such additional built up area will be done in the same proportions and on the same terms as contained in this Agreement but excluding area to be condoned on the basis of revised plan for submission to D.M.C.

23. In case the developer / Firm makes any unlawful construction without the written intimation of the land owner and if for that illegal construction any fine is imposed on the developer / Firm or prosecution is initiated the full responsibility shall lie on the developer / Firm and not the Land Owner. The Land shall not be responsible for any benifit or liability for this .

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24. The Land Owner agree that if any levy is imposed by the D.M.C. or any other public body or bodies or the Government/Semi-Government / even private societies for the development / betterment of the area in which the said property is located or any other levy becomes applicable on the said property or the Building thereon , then the same shall be paid by the the land Owner and Developer / Firm jointly in the same proportions as their respective shares of built up area in the said building.

25. It is agreed that in all transfers / conveyance of land and / or built up area, the purchaser(s) / Transferee(s) shall bear the cost of stamp Duty, Court fees and other Registration charges.

26. All the construction materials which has to be used and is to be purchased or procured from standard company or of standard make or from approved quarry (quarry duly approved by State Public Works Department) and the land shall have right to inspect the same at any time.

27. The builder undertakes to handover the landowner's share of the project to the land owner just after fully completion of this said project / building.

28. That in case of any dispute or difference between the parties arising out of or relating to this development Agreement , the same shall be settled by reference of the dispute or difference to the Arbitrators appointed by both the parties and such arbitration shall be conducted under the provisions of the

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Indian Arbitration Act, 1940, or as amended from time to time. Finally the Court situated in Patna is the only last and final forum binding upon the parties.

SCHEDULE -I

All that piece and parcel of land approximately measuring 1720 Sq.Ft. equal to an area measuring **3.949 dec.** situated at mauza **Adampur** , Pargana Phulwari Thana and Sub Registry Danapur , District Sub Registrar and District Patna , bearing its Tauzi No. **5661** , Revenue Thana No. **40** (Forty) , Khata No. **65** (Sixty Five) , Survey Plot No. **212** (Two Hundred Twelve) part and same is bounded as under :-

BOUNDARY

North	:-	Part Plot No. 212
South	:-	Part Plot No. 212 Smt. Maya Kumari
East	:-	Branch Road
West	:-	Survey Plot No. 199 and 200 Sri Priyawart Sharma and Sri Gulab Kahar

The Value of property is Rs. 15,01,000/- Rupees Fifteen Lac One Thousand only according to valuation fixed by Govt. under MVR Thana Code No. 161.

Annexure-I

SPECIFICATION

Foundation : Full Earthquake proof RCC Group Pile as per structural design

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Structure	:	RCC Frame structure as per Structural design
Brick work	:	1st Class Brick Work
Roof	:	As per specification & structural design
Plaster	:	Cement Mortor : Wall Cement (1:6) & Ceiling Cement (1:4)
Doors	:	Seasoned Salwood (wooden) Chowkhats framed with branded. factory made flush designer doors of standard make with primer and paint.
Windows	:	Aluminium Frame glass windows with grill.
Flooring	:	Vitrified Tiles

Kitchen :

1. Kitchen platform with Marble top.
2. Designer kitchen tiles upto roof height.
3. Standard Quality taps Jaguaar /Essco
4. Provision for exhaust fan & washing machine.
5. S.S. Sink.
6. Flooring : Marble/Vitrified tiles

Bathrooms :

1. A combination of designer tiles for bathrooms up to roof height.
2. White/ coloured sanitary bath ware of super brand ISI mark (Hindware/Parryware)
3. Hot & Cold water supply system for M. bathroom.
4. Standard Quality taps Jaguar Essco
5. All fitting of ISI mark.
6. Anti Skid Ceramic Floor Tiles.
7. Provision of exhaust fan point.

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Electrical	:	1. Concealed electrical fire proof copper wiring. 2. Adequate A.C. points in each Flat in each rooms. 3. Adequate electrical points in each room. 4. Premium quality switches (Anchor) in all rooms. 5. All fitting of ISI mark.
Lobby	:	Cut Marbles Tiles
Stairs	:	Marbles / Tiles
Internal Walls	:	All inside walls, ceiling in plaster of Paris
External walls	:	All external wall finish with double coat of weather coat.
TV. Point	:	In all flats, Two TV Points shall be provided.
Telephone point	:	In all flats, Telephone Points shall be provided.
Intercom	:	In every flat, Intercom connection and set shall be provided.
Value Addition	:	1. Standard quality Lift and Generator set (Sound proof , Diesel Generator of Kirlosker/Mahindra) will be provided. 2. 24 Hrs. power backup for all flats shall be provided. 3. 24 Hrs. water supply for all flats shall be provided. 4. Magic Eye in main door in all flats shall be provided. 5. Common Toilet for servant and others. 6. Trees and plants all around the complex.

27/07/16

Partner

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IN WITNESS WHEREOF the parties have set their respective hands unto DEED OF DEVELOPMENT AGREEMENT the contents in all respect are facts of this deed before witnesses below on the day mentioned years mentioned above.

SIGNATURE OF LAND OWNER

सीमा देवी
27/07/16

WITNESSES:-

1- [illegible]
पिता- श्री [illegible]
[illegible]
[illegible], पटना
27-07-2016

SIGNATURE OF DEVELOPER

Saurabh Kumar
27/07/2016

2-

[illegible]
पिता- श्री [illegible]
[illegible] वाला पटना
[illegible]
पटना

27-7-2016

Drafted by:-
Ravindra Kumar
Marialghat Danapur
Patna

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Registration Fee

20000	C	0	H1b	0	K1a	0	Lii				
0	D	0	H2	0	K1b	0	Liii	0			
0	DD	0	I	0	K1c	0	Mb	0			
0	E	0	J1	0	K2	0	Na	0			
0	H1a	0	J2	0	Li	0		0			

TOTAL 20000

Amt paid through Bank Challan Rs. 20000/-

Stamp Paper Rs. 645/-

LLR + Proc Fee

LLR	0
Proc.Fee	0
Total	0

Service Charge 625

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 20625

Date: 28/07/2016

Registering Officer
Danapur

Endorsement under section 52

ented for registration at Registration Office, Danapur on Wednesday, 27th July 2016 by Seema Devi Santosh ar by profession House Wife. Status Executant

सीमा देवी
28/07/16
ture/L.T.I. of Presentant

Date:28/07/2016

Registering Officer
Danapur

Endorsement under section 58

tion is admitted by those Executants and Identified by the person (Identified by 'Santosh Kumar' age '52' M', 'Narayan Das', resident of 'Garikhana,danapur,patna'.), whose Names, Photographs, Fingerprints and tures are affixed as such on back page / pages of the instrument.

28/07/2016

Registering Officer
Danapur

Endorsement of Certificate of Registration under section 60

ered at Registration Office Danapur in Book 1 Volume No. 189 on pages on 278 -302 , for the year 2016 and in CD volume No. CD-29 year 2016 .The document no. is printed on the Front Page of the document.

28/07/2016

Registering Officer
Danapur

o. : 9345 Year : 2016 S.No. : 8949 SCORE Ver.4.0 Deed No . : 8779

SCANNED

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(4)

बिहार सरकार

निबंधन विभाग

दस्तावेजों के निबंधन के लिए जमा किये जाने वाले स्टाम्प शुल्क/निबंधन शुल्क एवं पृष्ठांकों के लिए शुल्क के भुगतान के लिए बैंक चालान

1. पक्षकार का नाम /पता- M/s MAHAVINDHYA VASANI DEVELOPERS
(जिसकी ओर से जमा किया जा रहा है) Amrit A Partnership Act Undertaking
2. दस्तावेज का प्रकार- विक्रय पत्र (बिक्री, दानपत्र, पावरनामा, किराएनामा, एवं बंधकनामा)
3. निबंधन कार्यालय- अवर निबंधन कार्यालय दानापुर
4. बैंक का नाम एवं शाखा- भारतीय स्टेट बैंक, दानापुर
5. भुगतान की जानेवाली राशी का विवरण :

भुगतान का मद एवं शीर्ष	रकम	कुल रकम
स्टाम्प शुल्क-मुख्य शीर्ष -0030-स्टाम्प एवं रजीकरण-उप-मुख्य शीर्ष 02-स्टाम्प शैर न्यायिक लघु शीर्ष -103- दस्तावेजों पर स्टाम्प शुल्क लगाना-उप शीर्ष 0001 सकल प्राप्तियाँ प्राधिकृत इकाई -75 49 सकल प्राप्तियाँ विपत्र कोड -R0030021030001, A/c No.-10963226687	30020	30020
निबंधन शुल्क-मुख्य शीर्ष -0030-स्टाम्प एवं रजीकरण शुल्क उप मुख्य शीर्ष -03 रजीकरण शुल्क, लघु शीर्ष -104- दस्तावेजों का रजीकरण शुल्क-उप शीर्ष -0001, प्राधिकृत इकाई 75 49 सकल प्राप्तियाँ विपत्र कोड - R0030031040001, A/c No.-10963226575	20,000	20,000
पृष्ठांकों शुल्क-मुख्य शीर्ष -0029- भू राजस्व लघु शीर्ष -800- अन्य प्राप्तियाँ-उप शीर्ष -0003- अन्य मदें - प्राधिकृत इकाई -75 49 भूमि निबंधन शुल्क से भिन्न विपत्र कोड- R0029008000005, A/c No.-10963226598		

भुगतान का माध्यम : चलन/ चेक/ ड्राफ्ट — कुल योग - 50020

कुल राशि शब्दों में ----------

स्थान- दानापुर
दिनांक- 27/7/16

Sanjay Kumar

• चेक/ड्राफ्ट का विवरण पीठ पर अंकित कर दें।
• चेक/ड्राफ्ट की राशि अन्तरित होने के पश्चात ही मान्य होगी

पक्षकार का नाम एवं हस्ताक्षर

FOR USE OF THE BANK

स्क्रॉल नं0 ---------- दिनांक ---------- उपर्युक्त धनराशि
संख्या 05 में दिये गए विवरण के अनुसार रु0 ---------- / शब्दों में ----------
रूपये प्राप्त किया

प्राधिकृत पदाधिकारी का हस्ताक्षर एवं मुहर

निबंधन हेतु सर्विस चार्ज जमा करने का विवरण

इसको सेवा सं0 : A/c No. 30978445198
जमा करने की विधि :
बैंक स्क्रॉल सं0: 25 625
• (दस्तावेज के पृष्ठ की संख्या -2)X रु0 25/- 50020

बैंक की प्रति एवं मुहर

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Serial No. 8949

Deed No. 8779

Govt. of Bihar
Sub Registry Office ,Danapur
Summary of Endorsement

This document was presented for registration on **28/07/2016** by **Seema Devi**
A Stamp Duty of Rs. **30020**/- and other Fees of Rs. **20625**/- 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. **8779** in Book No. **1**, Volume No. **189** on pages from **278** to **302** and has been preserved in total **25** pages in C.D. No. **29** / Year **2016**

28/7/2016

Signature with Date
(Dhananjay kumar Rai)
Registering Officer, **Danapur**

Date: 28/07/2016 Token No: 9345 /2016

Seema Devi 28/7/2016

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 28th day of July 2016,

BETWEEN

सीमा देवी 27/07/2016

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Token Number 9345 Reg. Year 2016 Serial Number 8949

PresType Name

Claimant Sanjay Kumar

Sig Sanjay Kumar
28/07/16

Presented By Seema Devi

Sig
28/07/16

Executant Seema Devi

Sig
28/07/16

Identified By Santosh Kumar

Sig
28/07/2016

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SMT. SEEMA DEVI , Mob. No. **9431217224** , wife of Sri Santosh Kumar , resident of Near Shiv Das Ashram , Giriyak Road , Rajgir , P.S and P.O. Rajgir , District Nalanda Pin Code - 803116 , Indian citizen hereinafter referred to as " **THE LAND OWNER**" (which expression shall unless repugnant to the context, or meaning there to shall mean and include her administrators, legal representatives , heirs, assigns or successors-in-interest) of the **FIRST PART**.

AND

M/S MAA VINDHYAVASANI DEVELOPERS , a Partnership Firm **PAN – AAWFM 6264G** , bearing its Registration Deed No. 2065 , registered Under Indian Partnership Act 1932 , having its registered Office at 202 , Amrita Apartment , Ara Garden Road , Jagdeo Path , Patna - 800014 , through its authorised Partner **SRI SANJAY KUMAR** , son of Sri Shiv Narayan Prasad , resident of vill. Janipur , P.O. Shorampur , P.S. Janipur via Phulwarisarif , District Patna , presently residing at 202 , Amrita Apartment , Ara Garden Road , Jagdeo Path , Patna - 800014 , hereinafter referred to as **FIRM /BUILDER/ DEVELOPER** (which terms and expression shall unless it be repugnant to be context or meaning thereof mean and include its administrators , successors and assigns) of the **SECOND PART**.

WHEREAS

(a) Smt. Seema Devi , the above Land owner have acquired and purchased a piece of residential land having an area measuring 1 Kathas 10 Dhurs equal to an area measuring 2041 Sq.Ft. through Absolute Sale Deed executed on 06-02-2013 from Sri Ranjeet Kumar son of Sri Deo Krishna Singh , resident of Hirachak , P.S. Naubatpur , District Patna , which has been registered at the office of Sub Registrar Danapur , Patna , bearing i t Book No. I , Vol. No. 17 , Page No. 185 to 194 , Deed No. 955 , Serial No. 998 , CD No. 03 for 2013 and since date above purchase the Land

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owner, First Party has left an area measuring 321 Sq.Ft. for Road on the east side and on remaining area measuring 1720 Sq.Ft. came in her physical possession with perfec title and she is seized and possessed and / or otherwise was and is sufficiently entitled to the free hold property fully mentioned in the schedule here in written (hereinafter for the sake of brevity referred to as the **"said property")**

(b) **It is further represented and declared by the Land Owners :-**

(i) That the said property is under her exclusive possession with valid, clear and marketable, right, title and interest free from all encumbrances to the extent of total area measuring **1720 Sq.Ft.** and she is competent to transfer and convey the whole or part of the said property.

(ii) That the Land owner have not created any encumbrance on the said property or any part thereof by way of sale, mortgage, exchange, lease, trust, assessment, rights, gifts, liens, leave and licence, permission, charges, inheritance or any other encumbrances whatsoever.

(iii) That no notice or notification for acquisition/requisition under any of the statute of the past or presently in force, have been received, served upon the land owners or passed by the D.M.C., Income Tax Department or any other Government authority, for acquisition or requisition of the said property or any part thereof.

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(iv) That there are no attachments, either before or after judgment and there are no claims, demands, suits, decrees, injunctions, orders, notices , petitions, or adjudication orders affecting the said property or any part thereof.

(v) That apart from the Land Owner, none else is entitled to or has any share, right, title or interest, over and in respect of the said property or any part thereof as a partner or partnership or co-partner in any joint family or in any other manner whatsoever.

(vi) That the Land Owner is not Benamidar or trustee for anyone in respect of the said property or any part thereof.

(vii) That the Land Owner have not entered into in the past in any agreement for sale or development of the said property or any part thereof nor has made any agreement with anyone whatsoever regarding the said property or any part thereof.

AND WHEREAS the Land Owner is interested in getting a multistoried residential building complex developed and constructed on the said property at the cost of developer and acquiring built up area in the shape of residential flats, parking spaces etc. as consideration for the value of land of the **"said property"** when conveyed by the Land Owner to the Developer / Firm.

(d) The aforesaid developer/Firm offered to develop and construct at it's own cost, a multi-stories residential building on the said property of the

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Land owner (hereinafter referred to as the said **building**) and the Land owner being desirous to acquire flats and other built up areas of the said building as consideration for the said property (hereinafter referred in schedule) to be conveyed by the land owner to Developer /Firm or (it's nominees, including a Co-operative Housing Society, Firm, Association of persons, Body Corporate etc.). And the land owner under perfect condition of her body and mind and without any undue influence and pressure from any side has agreed to convey to the Developer / Firm the area of land morefully described in the Schedule hereunder to develop and construct multistoried residential flats and car parking spaces over the said piece of land at the entire cost of Developer / Firm.

(e) As a result of the negotiations between the parties hereto and on the representation and declarations made by the land owner as herein recorded an Agreement for Development of the said property by the aforesaid Developer / Firm has been arrived at between the parties hereto upon terms and conditions hereinafter appearing.

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

1. The above named land owner hereby appoints the aforesaid Developer / Firm , as the Developer of the said property and irrevocably grants to the said Developer, who hereby accepts from the Land Owner exclusive right and licence to develop the said property referred in the schedule hereunder written in the manner and on the terms and conditions and stipulations hereinafter mentioned.

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2. The Developer / Firm has to submit a building plan to Nagar Parishad Danapur Nizamat (D.M.C.) for maximum F.A.R. , However the plan submitted to D.M.C. may be accordingly revised to suit the norms of D.M.C.

3. Immediately after the execution of this Development Agreement, the Developer shall proceed expeditiously with preparation of the plans and drawings for the said Building/complex.

3.1 The Developer shall take effective steps in order to commencement of construction work and submit the plan of said building plan before D.M.C. or any other local authority. Developer shall start construction work only after sanction of Plan.

3.2 The Land Owners shall have no objection if the aforesaid building plans are submitted to the local authority and the same or any other permission, approvals are obtained in her name and she agree to sign all such papers that may be deemed legally necessary by the Developer / Firm for the same. However, all fees, costs, charges, and expenses relating to such approvals/ sanction shall be borne by the Developer / Firm.

3.3 The Developer shall be entitled to make all necessary corrections, alterations and revisions in the aforesaid plan if required and to the knowledge and consent of the land owner which may be required by the Nagar Parishad Danapur , Nizamat for approval of the said building plans.

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4. The Land owner and Developer agree to sell , convey , transfer and / or assign their own share i.e. 56% and 44% respectively to any person / Firm.

5. As consideration for cost of the said property , the Developer shall allot **56%** (Fifty Six percent) shall be conveyed / transferred by the Developer to the land owner or her legal heirs or her nominees, the developer agrees to deliver and give possession to the Land Owner to the aforesaid area over entire constructed building as 56% (Fifty Six percent) share according to the land ratio of the land owner and in same ratio allotted car parking space accordingly to the land owner with respect of kept all types of four wheeler vehicles like Scorpio etc. in said car parking space over the land detailed hereinafter mentioned in **Schedule -I** by the Developer at his own cost hereinafter called as the **land owner's area**. Balance of **44%** of the total Built up area shall belong to the Developer / Firm and shall hereafter be called the Developer's Area.

27/07/16

Maa Vindhyavasani Developers
Partner

6. A seperate agreement will be prepared for distribution of flat of land owner's share / Developer's share (i.e. between both the parties) , wherein land owner's / developer's flat will be fully described.

6.1 Both the parties shall be bound by the terms of Bihar Apartment Ownership Act 2006 vide section 5 (2) and further clauses of Development Agreement the land owners and Developer are entitled to Sell / Transfer their share as the Absolute owner.

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7. Land Owner and her successors shall solely and exclusively be entitled to use and utilise the allotted Land Owner's Area/Share in building and the area and enjoy the same either themselves with others or otherwise as they shall be fully entitled to transfer, convey, grant, otherwise alienate her interest in any manner as deemed fit by them to any person, Association of Persons, Firm, Body Co-operative Societies, Government agencies etc. on such terms and conditions as may be decided by the Land Owner. The Developer / Firm or it's nominees, administrator/legal representatives assignee, heirs or successors in interest shall have no objection whatsoever to such transfer, convey, grant, otherwise alienation of their interest by the Land owner of her area called Land owner's area and if any objection shall be raised by the Developer or any body, the same shall be illegal and not maintainable in courts of law and the same will be deemed to be null and void and without jurisdiction.

8 The Developer / Firm and / or it's nominees shall solely and exclusively be entitled to the Developer's Area and they shall have absolute right, marketable title and interest over the Developer's / Firm's Area and they shall be fully entitled to transfer, convey, grant, otherwise alienate their interest in any manner as deemed fit by them to any person, Association of Persons, Firm, Body Co-operative Societies, Government agencies etc. on such terms and conditions as may be decided by the Developer / Firm. The land owners or their nominees, administrator/legal representatives assigns, heirs or successor in interest shall have no objection what soever to such transfer convey, grant, otherwise alienation of their interest by the developer of their area called as Developer's area and if any such objection will be raised by

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the land owners , the same shall be illegal and not maintainable in courts of law and the same will be deemed to be null and viod and without jurisdiction.

9. The Developer / Firm agrees to construct and give possession of the Land Owner's Area to the Land Owner within a period of **2 years** with a grace period of Six months from the date, the plan is sanctioned by the D.M.C. This period will be subject to force majure and such happenings as fire, tempest, accident exceptionally inclement weather, rioting etc. and any other act of God i.e. viz major. The above period will be counted since date of sanction of building plan . If there is any further delay beyond control aforesaid total period in giving delivery of possession of the Land Owner's area without any of the aforesaid reasons then the Developer / Firm shall pay to the Land Owner compensation at the rate of Rs. 3/- (Rupees Three) only per Sq.Ft. per month of built area of land owner's share from the date after expiry of the aforesaid grace period. .

10. The Land Owner shall at no time demand further any sum or premium or any interest in any deal regarding sale of developer's / Firm's area and the Land Owner shall execute all such deeds and documents as may be required by the Developer / Firm in this regard.

11. This Agreement shall not ever be deemed to constitute a partnership of any kind between the parties hereto.

12. The Land Owner and her nominees and the Developer / Firm and its nominees shall jointly have undivided right, title and interest over the total land of the said property in their respective shares.

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Partner

27/07/16

13. The Parking area will be distributed only amongst the occupants of the building as per land owner and developer share.

14. The Land Owner hereby from the date of this agreement grants exclusive right and licence to the Developer to take up and proceed with the Development, planning, and construction of the said building in terms of this Agreement and hand over vacant possession of the said property more fully described in schedule hereunder written.

15. It is agreed that any Agreement made or entered into at any time by the Land Owner in respect of her land in breach of or violation of the terms and conditions of this 'Development Agreement' shall be null and void and not maintainable in courts of law and the similar principle will also applicable or binding upon the developer.

16. The Land Owner hereby irrevocably undertakes not to sell, dispose off, alienate, charge, encumber, lease or otherwise transfer the said property or any part thereof during the period of this Agreement save and except putting the Developer / Firm in possession thereof for the purpose of Development pursuant to this Agreement. The Land Owner shall at no period of time during the currency of this Agreement try or like to dispossess the Developer / Firm from the property aforesaid.

17. After the date of approval of plan by D.M.C. the Developer / Firm shall be deemed to be in possession of the said property and shall be free to do all acts, deeds and things required for development, and construction of

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the said building at the Developer's / Firm's own cost and expenses in terms of this Development Agreement.

18. The Developer / Firm shall be entitled to develop the said property and construct thereon one or more buildings or partly over the said property or partly over the adjoining plots of another land owner if required by the developer with proper and valid document and not in contradictory nature of this agreement consisting of dwelling units, flats, parking spaces and other structures in accordance with building plan sanctioned by the D.M.C.

19. **The Developer / Firm further undertakes:-**

19.1. That it will not do any act of commission, omission, expressly or impliedly directly or indirectly by which the Land Owner's right, title and interest over the said property may in any manner be adversely affected until the Developer / Firm has given delivery of possession of the Land Owner's Area to the Land Owner in said Building.

19.2. That it will indemnify the land owner and shall always keep her indemnified and harmless in respect of all claims, damages , compensation or expenses payable in consequence of any injury or accident sustained by any working artisan, or invitees or other person on the property whether in the employment of the Developer / Firm or not while in or upon the said property during the period of construction of the said building thereon and the Developer / Firm shall take out an insurance for this purpose.

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19.3. That the Developer / Firm shall not create any charge or encumbrance over the said property for its own benefit in any case , however , developer can do so in interest of the completion of the construction of the said building with the express and written consent of the land owner.

19.4. During the construction of the said Building , the Developer / Firm may require to create equitable or any legal mortgage of the land covering undivided share of the developer in the said property / building and the construction thereon for obtaining loan or for the individual purchasers of flats the Developer / Firm shall mortgage only his proportionate share in the built up area and/or land. In such an event, the owner , if required , shall join the Developer / Firm in creation of such mortgages on terms to be mutually agreed. However the Developer / Firm affirms and undertakes that all money obtained as loan by pledging, hypothecating or mortgaging the said property or creating charges on the said property (land and building under construction) shall exclusively be invested for construction and development of the said building only and such moneys shall not be diverted in any other project work or any other purpose of the Developer/ Firm . In case the loan obtained from bank or from any Financial Institution is not repaid by the Developer/ Firm , the same will the realised from share in built up area of the Developer/ Firm. The Land Owner's area will remain free from encumbrance and the Land owner shall not be responsible for any loans taken by the Developer and it will be sole responsibility of the Developer.

19.5 The Developer / Buyer may take Loan on securities of his above mentioned share and construction thereon made by developer , but in no case

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any account will mortgage or raise any loan on share of the land owner in the said building and land owner would not be liable for any loan of the Developer.

20. The Land Owner will deliver to the Developer / Firm and/or its duly authorised Advocate all original title deeds, documents and papers relating to the said property for complete examination of the Land Owner's title thereto if required and the Developer shall make out a receipt with respect to receiving original file and document of the land owner and the Land Owner agree to co-operate with the Developer / Firm in such examination of Land Owner's title and to answer and/or comply with all reasonable requisition that may be required the Developer / Firm and/or its Advocate in this regard. However they are entitled to keep all the original documents whatever they have in possession.

20.1. In any event the Land Owner without prejudice to the foregoing declarations agrees and undertakes to remove all the obstacles and clear all outstandings, doubts, or defects, save as hereinabove provided at her own cost so as to ultimately vest the said property in the Developer / Firm to the extent of its share or it's nominees free from all encumbrances and defects whatsoever

20.2. All outgoing including municipal tax and other charges in respect of the said property on the existing land shall be borne and paid by the Land Owner till the date and thereafter the same shall be borne and paid by the Developer / Firm till the delivery of possession of the Land Owner's area to the Land Owner.

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20.3. After delivery of the Land Owner's area to the Land Owner all outgoing in respect of the said property and the said building thereon shall be borne and paid by the Land Owner and the Developer / Firm and their nominees proportionately in the proportion of their respective shares in the total built up area (the word proportionately with all its cognate variations whenever used in these presents shall mean the proportion in which the parties hereto and/or their nominees acquiring portions of the building are entitled to the covered areas in the building).

21. The Developer / Firm / Land Owner shall form as may deem proper, a Maintenance Committee of all the persons owning tenements in the said building. The Land Owner and her nominees shall become members of such an organisation formed by the Developer / Firm and the Land Owner , her nominees, respective agents, servants, licences, tenants, etc. shall be bound to abide by the rule and regulations as be framed by such organisation from time to time and she shall be bound to pay the regular maintenance charges as be fixed for the maintenance and management of the entire building complex. But , however, the land owner shall not be liable to pay any cost for formation of such maintenance committee.

21.1. The nominees of the Developer / Firm shall own and hold portions of the building comprised in the Developer's / Firm's Area /share according to the standard Agreement finalised by the Developer / Firm and Land Owner. The Land Owner and her nominees shall be bound to hold and own portions of the Land Owner's Area /share in the said building on the same terms and

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conditions as be contained in the aforesaid standard Agreement and to execute similar agreements.

21.2. The common areas shall jointly be owned by all the owners of all the portions of the said building including terrace of the building with equal entitlements to use all common areas and facilities intended for utilisation by the occupants of the said building on the same terms and conditions applicable to all for such utilisation. No owner of any part of the said building will have any exclusive rights, title and interest over the common areas and common facilities except the right of common use.

22. Both the Land Owner and the Developer / Firm will always be jointly entitled to all permissible further vertical and / or horizontal development exploitation of the said property and building thereon even if all the flats are sold / transferred and the construction , sharing , owning and selling of all such additional built up area will be done in the same proportions and on the same terms as contained in this Agreement but excluding area to be condoned on the basis of revised plan for submission to D.M.C.

23. In case the developer / Firm makes any unlawful construction without the written intimation of the land owner and if for that illegal construction any fine is imposed on the developer / Firm or prosecution is initiated the full responsibility shall lie on the developer / Firm and not the Land Owner. The Land shall not be responsible for any benifit or liability for this .

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24. The Land Owner agree that if any levy is imposed by the D.M.C. or any other public body or bodies or the Government/Semi-Government / even private societies for the development / betterment of the area in which the said property is located or any other levy becomes applicable on the said property or the Building thereon , then the same shall be paid by the the land Owner and Developer / Firm jointly in the same proportions as their respective shares of built up area in the said building.

25. It is agreed that in all transfers / conveyance of land and / or built up area, the purchaser(s) / Transferee(s) shall bear the cost of stamp Duty, Court fees and other Registration charges.

26. All the construction materials which has to be used and is to be purchased or procured from standard company or of standard make or from approved quarry (quarry duly approved by State Public Works Department) and the land shall have right to inspect the same at any time.

27. The builder undertakes to handover the landowner's share of the project to the land owner just after fully completion of this said project / building.

28. That in case of any dispute or difference between the parties arising out of or relating to this development Agreement , the same shall be settled by reference of the dispute or difference to the Arbitrators appointed by both the parties and such arbitration shall be conducted under the provisions of the

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Indian Arbitration Act, 1940, or as amended from time to time. Finally the Court situated in Patna is the only last and final forum binding upon the parties.

SCHEDULE -I

All that piece and parcel of land approximately measuring 1720 Sq.Ft. equal to an area measuring **3.949 dec.** situated at mauza **Adampur ,** Pargana Phulwari Thana and Sub Registry Danapur , District Sub Registrar and District Patna , bearing its Tauzi No. **5661** , Revenue Thana No. **40** (Forty) , Khata No. **65** (Sixty Five) , Survey Plot No. **212** (Two Hundred Twelve) part and same is bounded as under :-

BOUNDARY

North	:-	Part Plot No. 212
South	:-	Part Plot No. 212 Smt. Maya Kumari
East	:-	Branch Road
West	:-	Survey Plot No. 199 and 200 Sri Priyawart Sharma and Sri Gulab Kahar

The Value of property is Rs. 15,01,000/- Rupees Fifteen Lac One Thousand only according to valuation fixed by Govt. under MVR Thana Code No. 161.

Annexure-I

SPECIFICATION

Foundation : Full Earthquake proof RCC Group Pile as per structural design

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Structure	:	RCC Frame structure as per Structural design
Brick work	:	1st Class Brick Work
Roof	:	As per specification & structural design
Plaster	:	Cement Mortor : Wall Cement (1:6) & Ceiling Cement (1:4)
Doors	:	Seasoned Salwood (wooden) Chowkhats framed with branded. factory made flush designer doors of standard make with primer and paint.
Windows	:	Alumunium Frame glass windows with grill.
Flooring	:	Vitrified Tiles / Slab marble (Somany / Kajaria 2x2).
Kitchen	:	1. Kitchen platform with Granite top. 2. Designer kitchen tiles upto roof height. 3. Standard Quality taps Jaguar /Essco 4. Provision for exhaust fan & washing machine. 5. S.S. Sink. 6. Flooring : Slab Marble/ Vitrified (Somany / Kajaria) tiles
Bathrooms	:	1. A combination of designer tiles for bathrooms upto roof height. 2. White coloured sanitary with ware of super brand ISI mark (Hindware/Parryware) 3. Hot & Cold water supply system for all bathroom. 4. Standard Quality taps Jaguar Essco 5. All fitting of ISI mark. 6. Anti Skid ceramic Floor Tiles. 7. Provision of exhaust fan point.

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Structure	:	RCC Frame structure as per Structural design
Brick work	:	1st Class Brick Work
Roof	:	As per specification & structural design
Plaster	:	Cement Mortor : Wall Cement (1:6) & Ceiling Cement (1:4)
Doors	:	Seasoned Salwood (wooden) Chowkhats framed with branded. factory made flush designer doors of standard make with primer and paint.
Windows	:	Alumunium Frame glass windows with grill.
Flooring	:	Vitrified Tiles / Slab marble (Somany / Kajaria 2x2).
Kitchen	:	1. Kitchen platform with Granite top. 2. Designer kitchen tiles upto roof height. 3. Standard Quality taps Jaguaar /Essco 4. Provision for exhaust fan & washing machine. 5. S.S. Sink. 6. Flooring : Slab Marble/Vitrified (Somany / Kajaria) tiles
Bathrooms	:	1. A combination of designer tiles for bathrooms up to roof height. 2. White/ coloured sanitary bath ware of super brand ISI mark (Hindware/Parryware) 3. Hot & Cold water supply system for all bathroom. 4. Standard Quality taps Jaguar Essco 5. All fitting of ISI mark. 6. Anti Skid Ceramic Floor Tiles. 7. Provision of exhaust fan point.

For Maa Vindhyavasini Developers

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Structure	:	RCC Frame structure as per Structural design
Brick work	:	1st Class Brick Work
Roof	:	As per specification & structural design
Plaster	:	Cement Mortar Wall Cement (1:6) & Ceiling Cement (1:4)
Doors	:	Seasoned Salwood (wooden) Chowkhats framed with branded, factory made flush designer doors of standard make with primer and paint.
Windows	:	Aluminium Frame glass windows with grill.
Flooring	:	Vitrified Tiles /Slab marble (Somany /Kajaria 2x2)
Kitchen	:	1. Kitchen platform with Granite top. 2. Designer kitchen tiles upto roof height. 3. Standard Quality taps Jaguaar /Essco 4. Provision for exhaust fan & washing machine. 5. S.S. Sink. 6. Flooring : Slab Marble/Vitrified (Somany /Kajaria) files
Bathrooms	:	1. A combination of designer tiles for bathrooms up to roof height. 2. White/ coloured sanitary bath ware of super brand ISI mark (Hindware/Parryware) 3. Hot & Cold water supply system for all bathroom 4. Standard Quality taps Jaguar Essco 5. All fitting of ISI mark. 6. Anti Skid / ceramic Floor Tiles. 7. Provision of exhaust fan point.

Sahaj Vidhyut Developers, Surat

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Electrical	:	1. Concealed electrical fire proof copper wiring. 2. Adequate A.C. points in each Flat in each rooms. 3. Adequate electrical points in each room. 4. Premium quality switches (Anchor) in all rooms. 5. All fitting of ISI mark.
Lobby	:	Cut Marbles Tiles
Stairs	:	Marbles / Tiles
Internal Walls	:	All inside walls, ceiling in plaster of Paris and double coat best quality of Asian paint.
External walls	:	All external wall finish with double coat of weather coat.
TV. Point	:	In all flats, Two TV Points shall be provided.
Telephone point	:	In all flats, Telephone Points shall be provided.
Intercom	:	In every flat, Intercom connection and set shall be provided.
Value Addition	:	1. Standard quality Lift and Generator set (Sound proof, Diesel Generator of Kirlosker/Mahindra) will be provided. 2. 24 Hrs. power backup for all flats shall be provided. 3. 24 Hrs. water supply for all flats shall be provided. 4. Magic Eye in main door in all flats shall be provided. 5. Common Toilet for servant and others. 6. Trees and plants all around the complex.

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IN WITNESS WHEREOF the parties have set their respective hands on the **DEED OF DEVELOPMENT AGREEMENT** after understanding the full impart and facts of this deed before witnesses below on the day , month and year as stated above.

SIGNATURE OF LAND OWNER

सीमा देवी
27/07/16

WITNESSES :-

1- संतोष कुमार
पता :- श्री नारायण पाल
गाड़ी खाना,
बाजीत, पटना
27-07-2016

SIGNATURE OF DEVELOPER

Sandeep Kumar
27/07/2016

2-

आनंद कुमार
पिता- श्री राम दरस सिंह
खोटी बलुआपुरा नालापर
धावाई अड्डा
पटना
27.7.2016

27/7/16

Drafted by:-
Ravindra Kumar
Kanchanpur Deepak

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Serial No. 6713 Circle:-:Danapur

Book No. : 1 Deed No. 6596

Deed Typ 6596

Serial No. 6713

Govt. of Bihar
Sub Registry Office ,Danapur
Summary of Endorsement

This document was presented for registration on **09/06/2016** by **Maya Kumari**
A stamp duty of Rs. **49860/-** and other fees of Rs. **20625/-** 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 the reverse page.
The document has been registered as deed no. **6596** in Book No. **1**, Volume No. **141** on pages from **534** to **558** and has been preserved in total **25** pages in C.D. No. **22** / Year **2016**

Signature with Date
(Dhananjay kumar Ram)
Registering Officer, **Danapur**

Date: 09/06/2016 Token No: 6944 /2016

6/9/16

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 9th day of June 2016,

BETWEEN

6/9/201

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6944 Reg Year 2016

Name	Photo	Thumb			
Sanjay Kumar Sanjay Kumar 09/06/2016					
Maya Kumari माया कुमारी 9.6.16					
Maya Kumari माया कुमारी 9.6.16	× Photo	× Thumb	× Index	× Middle	× Ring
Radha Krishna Prasad Radha Krishna P 09/6/2016					

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SMT. MAYA KUMARI wife of Sri Radha Krishna Prasad , resident of vill. and P.O. - Ekwari , P.S. - Sahar , District - Bhojpur , Indian citizen , hereinafter referred to as " **THE LAND OWNER**" (which expression shall unless repugnant to the context, or meaning there to shall mean and include her administrators, legal representatives , heirs, assigns or successors-in-interest) of the **FIRST PART**. M. No. 9430829765

AND

M/S MAA VINDHYAVASANI DEVELOPERS , a Partnership Firm **PAN – AAWFM 6264G** , registered Under Indian Partnership Act 1932 , having its registered Office at 202 , Amrita Apartment , Ara Garden Road , Jagdeo Path , Patna - 800014 through its authorised Partner **SRI SANJAY KUMAR** , son of Sri Shiv Narayan Prasad , resident of 202 , Amrita Apartment , Ara Garden Road , Jagdeo Path , Patna - 800014 , hereinafter referred to as **FIRM /BUILDER/ DEVELOPER** (which terms and expression shall unless it be repugnant to be context or meaning thereof mean and include its administrators , successors and assigns) of the **SECOND PART**.

9.6.16

Maa Vindhyavasani Developers
09/06/2016
Partner

WHEREAS

(a) The above Land owner Smt. Maya Kumari had acquired and purchased an area measuring 2 Kathas 10 Dhurs in Survey Plot No. 212 Part, Khata No. 65, Thana No. 40 , situated at Adampur , P.S. Danapur , District Patna , morefully mentioned in Schedule - I at the foot of this Deed through Deed of Absolute Sale duly executed on 28-05-2004 from Smt. Punam Sharan wife of Sri (Major) Gopal Sharan and Sri (Major) Gopal Sharan son of Sri Ram Ratan Prasad , resident of vill. Tomgarha , P.S. Jai Rampur , District Munger which has been registered at the office of Sub Registrar Danapur bearing it Book No. I , Vol. No. 87 , Page No. 24 - to 41 , Deed No. 2566 for 2004.

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AND WHEREAS since date of above purchase the above land owner has left an area measuring 546 sq. ft. for Road on east side and balance area measuring 2857 sq. ft. came under physical possession of land owner and she is seized and possessed and / or otherwise was and is sufficiently entitled to the free hold to the schedule here in written (hereinafter for the sake of brevity referred to as the **"said property"**).

(c) **It is further represented and declared by the Land Owners :-**

(i) That the said property is under her exclusive possession with valid, clear and marketable , right, title and interest free from all encumbrances to the extent of total area measuring **2857 sq. ft.** and she is competent to transfer and convey the whole or part of the said property.

(ii) That the Land owner have not created any encumbrance on the said property or any part thereof by way of sale, mortgage, exchange, lease, trust, assessment, rights, gifts, liens, leave and licence, permission, charges, inheritance or any other encumbrances whatsoever.

(iii) That no notice or notification for acquisition/requisition under any of the statute of the past or presently in force, have been received, served upon the land owners or passed by the P.R.D.A., the P.M.C., Income Tax Department or any other Government authority, for acquisition or requisition of the said property or any part thereof.

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Partner

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(iv) That there are no attachments, either before or after judgment and there are no claims, demands, suits, decrees, injunctions, orders, notices petitions, or adjudication orders affecting the said property or any part thereof.

(v) That apart from the Land Owner, none else is entitled to or has any share, right, title or interest, over and in respect of the said property or any part thereof as a partner or partnership or co-partner in any joint family or in any other manner whatsoever.

(vi) That the Land Owner is not Benamidar or trustee for anyone in respect of the said property or any part thereof.

(vii) That the Land Owner have not entered into in the past in any agreement for sale or development of the said property or any part thereof nor has made any agreement with anyone whatsoever regarding the said property or any part thereof.

Maa Vindhyavasani Developers
Partner

AND WHEREAS the Land Owner is interested in getting a multistoried residential building complex developed and constructed on the said property at the cost of developer and acquiring built up area in the shape of residential flats, parking spaces etc. as consideration for the value of land of the **"said property"** when conveyed by the Land Owners to the Developer / Firm.

(d) The aforesaid developer/Firm offered to develop and construct at it's own cost, a multi-storied residential building on the said property of the

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Land owner (hereinafter referred to as the said **building**) and the Land owner being desirous to acquire flats and other built up areas of the said building as consideration for the said property (hereinafter referred in schedule) to be conveyed by the land owner to Developer /Firm or (it's nominees, including a Co-operative Housing Society, Firm, Association of persons, Body Corporate etc.). And the land owner under perfect condition of her body and mind and without any undue influence and pressure from any side has agreed to convey to the Developer / Firm the area of land morefully described in the Schedule hereunder to develop and construct multistoried residential flats and car parking spaces over the said piece of land at the entire cost of Developer / Firm.

(e) As a result of the negotiations between the parties hereto and on the representation and declarations made by the land owner as herein recorded an Agreement for Development of the said property by the aforesaid Developer / Firm has been arrived at between the parties hereto upon terms and conditions hereinafter appearing.

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

1. The above named land owner hereby appoints the aforesaid Developer / Firm , as the Developer of the said property and irrevocably grants to the said Developer, who hereby accepts from the Land Owner exclusive right and licence to develop the said property referred in the schedule hereunder written in the manner and on the terms and conditions and stipulations hereinafter mentioned.

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Land owner (hereinafter referred to as the said building) and the Land owner being desirous to acquire flats and other built up areas of the said building as consideration for the said property (hereinafter referred in schedule) to be conveyed by the land owner to Developer /Firm or (it's nominees, including a Co-operative Housing Society, Firm, Association of persons, Body Corporate etc.). And the land owner under perfect condition of her body and mind and without any undue influence and pressure from any side has agreed to convey to the Developer / Firm the area of land morefully described in the Schedule hereunder to develop and construct multistoried residential flats and car parking spaces over the said piece of land at the entire cost of Developer / Firm.

(c) As a result of the negotiations between the parties hereto and on the representation and declarations made by the land owner as herein recorded an Agreement for Development of the said property by the aforesaid Developer / Firm has been arrived at between the parties hereto upon terms and conditions hereinafter appearing.

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

1. The above named land owner hereby appoints the aforesaid Developer / Firm , as the Developer of the said property and irrevocably grants to the said Developer, who hereby accepts from the Land Owner exclusive right and licence to develop the said property referred in the schedule hereunder written in the manner and on the terms and conditions and stipulations hereinafter mentioned.

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2. The Developer Firm has to submit a building plan to Nagar Parishad Durgapur Nigamit (D.M.C.) for maximum F.A.R. . However the plan submitted to D.M.C. may be accordingly revised to suit the norms of D.M.C.

3. Immediately after the execution of this Development Agreement, the Developer shall proceed expeditiously with preparation of the plans and drawings for the said Building complex.

3.1 The Developer shall take effective steps in order to commencement of construction work and submit the plan of said building plan before D.M.C. or any other local authority. Developer shall start construction work only after sanction of Plan.

3.2 The Land Owners shall have no objection if the aforesaid building plans are submitted to the local authority and the same or any other permission, approvals are obtained in her name and she agree to sign all such papers that may be deemed necessary by the Developer / Firm for the same. However, all fees, costs, charges, and expenses relating to such approvals/sanction shall be borne by the Developer / Firm.

3.3 The Developer shall be entitled to make all necessary corrections, alterations and revisions in the aforesaid plan which may be required by the Nagar Parishad Durgapur , Nigamit for approval of the said building plans.

4. The Land Owners agree to sell, convey, transfer and/or assign, to the Developer / Firm and/or (its nominee(s) including a Co-operative Housing Society, Association of persons, Firm, Body Corporate etc.) free from

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with his/its shares and encumbrances their undivided share in the said property at and for consideration and on the terms and conditions mentioned hereinafter.

4. As consideration for cost of the said property, the Developer shall give Four Flats (Two Flats of 2BHK having a super built up area 1000 Sq Ft. and Two Flats of 3BHK having a super built up area 1250 Sq ft.) bearing total Super built up area 4500 Sq Ft. in shape of Flats and Four Car Parking Space and Two Shops of 400 Sq Ft. on ground Floor shall be conveyed / transferred by the Developer to the land owner or her nominees, the developer agrees to deliver and give possession to the Land Owner aforesaid area of the said building to be constructed over the land detailed hereinafter mentioned in Schedule - I by the Developer at his own cost hereinafter called as the land owner's area. Balance of the total Built up area shall belong to the Developer / Firm and shall hereafter be called the Developer's Area.

6. A seperate agreement will be prepared for distribution of flat of land owner's share / Developer's share (i.e. between both the parties), wherein land owner's / developer's flat will be fully described.

7. Two Flat on Second floor and another Two flats on 3rd. floor will be provided to land owner.

8. Land Owner and her nominees shall solely and exclusively be entitled to use the Land Owner's Area and shall be fully entitled to use and enjoy the same either themselves, individually or collectively or shall be fully entitled to

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Partner

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transfer, convey, grant, otherwise alienate her interest, in any manner as deemed fit by them to any person, Association of Persons, Firm, Body Co-operative Societies, Government agencies etc, on such terms and conditions as may be decided by the Land Owner. The developer / Firm or it's nominees , administrator/legal representatives , assignees, heirs or successors in interest shall have no objection whatsoever, to such transfer, convey, grant, otherwise alienation of their interest by the Land owner of her area called Land owner's area and if any objection shall be raised, the same shall be illegal and not maintainable in courts of law.

9. The Developer / Firm and / or it's nominees shall solely and exclusively be entitled to the Developer's Area and they shall have absolute right, marketable title and interest over the Developer's / Firm's Area and they shall be fully entitled to transfer, convey, grant, otherwise alienate their interest in any manner as deemed fit by them to any person , Association of Persons , Firm , Body Co-operative Societies, Government agencies etc. on such terms and conditions as may be decided by the Developer / Firm. The land owners or their nominees , administrator/legal representatives assigns, heirs or successor in interest shall have no objection what soever to such transfer convey , grant , otherwise alienation of their interest by the developer of their area called as Developer's area and if any such objection will be raised by the land owners , the same shall be illegal and not maintainable in courts of law.

10. The Developer / Firm agrees to construct and give possession of the Land Owner's Area to the Land Owners within a period of **1 year**

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and Six Months with a grace period of Six months from the date, the plan is sanctioned by the D.M.C. This period will be subject to force majure and such happenings as fire, tempest, accident exceptionally inclement weather, rioting etc. and any other act of God i.e. viz major. The above period will be counted since date of sanction of building plan. If there is any further delay beyond control aforesaid total period in giving delivery of possession of the Land Owner's area without any of the aforesaid reasons then the Developer / Firm shall pay to the Land Owner compensation at the rate of Rs. 2/- (Rupees Two) only per Sq.Ft. per month of built area of land owner's share from the date after expiry of the aforesaid grace period. .

11. The Land Owner shall at no time demand further any sum or premium or any interest in any deal regarding sale of developer's / Firm's area and the Land Owner shall execute all such deeds and documents as may be required by the Developer / Firm in this regard.

12. This Agreement shall not ever be deemed to constitute a partnership of any kind between the parties hereto.

13. The Land Owner and her nominees and the Developer / Firm and its nominees shall jointly have undivided right, title and interest over the total land of the said property in their respective shares.

14. The Parking area will be distributed only amongst the occupants of the building as per land owner and developer share.

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Partner

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15. The Land Owner hereby from the date of this agreement grants exclusive right and licence to the Developer to take up and proceed with the Development, planning, and construction of the said building in terms of this Agreement and hand over vacant possession of the said property more fully described in schedule hereunder written.

16. It is agreed that any Agreement made or entered into at any time by the Land Owner in breach of or violation of the terms and conditions of this 'Development Agreement' shall be null and void and not maintainable in courts of law.

17. The Land Owner hereby irrevocably undertakes not to sell, dispose off, alienate, charge, encumber, lease or otherwise transfer the said property or any part thereof during the period of this Agreement save and except putting the Developer / Firm in possession thereof for the purpose of Development pursuant to this Agreement. The Land Owner shall at no period of time during the currency of this Agreement try or like to dispossess the Developer / Firm from the property aforesaid.

18. After the date of approval of plan by D.M.C. the Developer / Firm shall be deemed to be in possession of the said property and shall be free to do all acts, deeds and things required for development, and construction of the said building at the Developer's / Firm's own cost and expenses in terms of this Development Agreement.

19. The Developer / Firm shall be entitled to develop the said property and construct thereon one or more buildings or partly over the said property

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Partner

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or partly over the adjoining plots of another land owner if required by the developer with proper and valid document and not in contradictory nature of this agreement consisting of dwelling units, flats, parking spaces and other structures in accordance with building plan sanctioned by the D.M.C.

20. **The Developer / Firm further undertakes:-**

20.1. That it will not do any act of commission, omission, expressly or impliedly directly or indirectly by which the Land Owner's right, title and interest over the said property may in any manner be adversely affected until the Developer / Firm has given delivery of possession of the Land Owner's Area to the Land Owner in said Building.

9.9.16

20.2. That it will indemnify the land owner and shall always keep her indemnified and harmless in respect of all claims, damages , compensation or expenses payable in consequence of any injury or accident sustained by any working artisan, or invitees or other person on the property whether in the employment of the Developer / Firm or not while in or upon the said property during the period of construction of the said building thereon and the Developer / Firm shall take out an insurance for this purpose.

Maa Vindhyavasani Developers

9/10/16

20.3. That the Developer / Firm shall not create any charge or encumbrance over the said property for its own benefit in any case , however , developer can do so in interest of the completion of the construction of the said building with the express and written consent of the land owner.

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30.4 During the construction of the said building, the Developer / Firm may require to create equitable or any legal mortgage of the land covering undivided share of the developer in the said property / building and the construction thereon by obtaining loan or by the institutional investment then the Developer / Firm shall mortgage only his proportionate share in the built up area and/or land. In such an event, the owner, if required, shall join the Developer / Firm in creation of such mortgages on terms to be mutually agreed. However the Developer / Firm affirms and undertakes that all money obtained as loan by pledging, hypothecating or mortgaging the said property or creating charges on the said property (land and building under construction) shall exclusively be invested for construction and development of the said building only and such money shall not be diverted in any other project work or any other purpose of the Developer/ Firm. In case the loan obtained from bank or from any Financial institution is not repaid by the Developer/ Firm, the same will the realised from share in built up area of the Developer/ Firm. The Land Owner's area will remain free from encumbrances and the Land owner shall not be responsible for any loans taken by the Developer and it will be sole responsibility of the Developer.

30.5 The Developer / Buyer may take Loan on securities of the above mentioned share and construction thereon made by developer, but in no case any account will mortgage or raise any loan on share of the land owner in the said building and land owner would not be liable for any loan of the Developer.

31. The Land Owner will deliver to the Developer / Firm and/or its duly authorised Advocate all original title deeds, documents and papers relating

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to the said property for complete examination of the Land Owner's title thereto and the Land Owner agree to co-operate with the Developer / Firm in such examination of Land Owner's title and to answer and/or comply with all reasonable requisition that may be required the Developer / Firm and/or its Advocate in this regard. However they are entitled to keep all the original documents whatever they have in possession.

21.1. In any event the Land Owner without prejudice to the foregoing declarations agrees and undertakes to remove all the obstacles and clear all outstandings, doubts, or defects, save as hereinabove provided at her own cost so as to ultimately vest the said property in the Developer / Firm to the extent of its share or it's nominees free from all encumbrances and defects whatsoever

9.6.16

21.2. All outgoing including municipal tax and other charges in respect of the said property on the existing land shall be borne and paid by the Land Owner till the date and thereafter the same shall be borne and paid by the Developer / Firm till the delivery of possession of the Land Owner's area to the Land Owner.

Maa Vindhyavasani Developers,
Partner
9/6/2016

21.3. After delivery of the Land Owner's area to the Land Owner all outgoing in respect of the said property and the said building thereon shall be borne and paid by the Land Owner and the Developer / Firm and their nominees proportionately in the proportion of their respective shares in the total built up area (the word proportionately with all its cognate variations whenever used in these presents shall mean the proportion in which the parties

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hereto and/or their nominees acquiring portions of the building are entitled to the covered areas in the building).

22. The Developer / Firm / Land Owner shall form as may deem proper, a Maintenance Committee of all the persons owning tenements in the said building. The Land Owner and her nominees shall become members of such an organisation formed by the Developer / Firm and the Land Owner , her nominees, respective agents, servants, licences, tenants, etc. shall be bound to abide by the rule and regulations as be framed by such organisation from time to time and she shall be bound to pay the regular maintenance charges as be fixed for the maintenance and management of the entire building complex. But , however, the land owner shall not be liable to pay any cost for formation of such maintenance committee.

22.1. The nominees of the Developer / Firm shall own and hold portions of the building comprised in the Developer's / Firm's Area according to the standard Agreement finalised by the Developer / Firm and Land Owner. The Land Owner and her nominees shall be bound to hold and own portions of the Land Owner's Area in the said building on the same terms and conditions as be contained in the aforesaid standard Agreement and to execute similar agreements.

Maa Vindhyavasani Developers

22.2. The common areas shall jointly be owned by all the owners of all the portions of the said building including terrace of the building with equal entitlements to use all common areas and facilities intended for utilisation by

अवर निबंधन कार्यालय

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the occupants of the said building on the same terms and conditions applicable to all for such utilisation. No owner of any part of the said building will have any exclusive rights, title and interest over the common areas and common facilities except the right of common use.

23. Both the Land Owner and the Developer / Firm only will always be jointly entitled to all permissible further vertical and / or horizontal development exploitation of the said property and building thereon even if all the flats are sold / transferred and the construction , sharing , owning and selling of all such additional built up area will be done in the same proportions and on the same terms as contained in this Agreement but excluding area to be condoned on the basic of revised plan for submission to P.M.C.

9.9.16

24. In case the developer / Firm makes any unlawful construction without the written intimation of the land owner and if for that illegal construction any fine is imposed on the developer / Firm or prosecution is initiated the full responsibility shall lie on the developer / Firm and not on the Land Owner.

24.1 Any surplus cost for extra works / deviations from the standard specifictions and alterations will have to be paid by land owner.

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Partner

25. The Land Owner agree that if any levy is imposed by the P.M.C. or any other public body or bodies or the Government/Semi-Government / even private societies for the development / betterment of the area in which the said property is located or any other levy becomes applicable on the said

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property or the Building thereon , then the same shall be paid by the Land Owner and the Developer / Firm jointly in the same proportions as their respective shares of built up area in the said building.

26. It is agreed that in all transfers / conveyance of land and / or built up area, the purchaser(s) / Transferee(s) shall bear the cost of stamp Duty, Court fees and other Registration charges.

27. All the construction materials which has to be used and is to be purchased or procured from standard company or of standard make or from approved quarry (quarry duly approved by State Public Works Department) and to which the builder will not raise any objection, if Land owner want to inspect the material in consultation with the builder's consultant or Project Engineer of the said project.

28. The builder undertakes to handover the landowner's share of the project to the land owner just after completion of this said project / building.

29. That in case of any dispute or difference between the parties arising out of or relating to this development Agreement , the same shall be settled by reference of the dispute or difference to the Arbitrators appointed by both the parties and such arbitration shall be conducted under the provisions of the Indian Arbitration Act, 1940, or as amended from time to time. Finally the Court situated in Patna is the only last and final forum binding upon the parties.

9.9.16

Maa Vindhyavasani Developers,

9/10/2016

Partner

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SCHEDULE -I

All that piece and parcel of land approximately measuring 2857 Sq. ft. is equal to 6.558 Decimal situated at mauza Adampur , P.S. Danapur , District Patna , bearing its Tauzi No. 5661 , Revenue Thana No. 40 (Forty) , Khata No. 65 (Sixty Five) , Survey Plot No. 212 (Two Hundred Twelve) part , within limits of Nagar Parishad , Danapur Nizamat and within the Jurisdiction Sub Registrar Danapur , Sadar Registry and District Patna and same is bounded as under :-

BOUNDARY

North	:-	Part Plot No. 212 Sri smt. Seema Devi
South	:-	Branch Road
East	:-	16 Ft. wide Road out of which 8 Ft. wide Land for said Road will be left from the abve property.
West	:-	Survey Plot No. 199 and 200 Sri Priyavart Sharma and Gulab Kahar and Renu Devi.

The Value of property is Rs. 24,93,000/- Rupees Twenty Four Lac Ninty Three Thousand only according to valuation fixed by Govt. under MVR Thana Code No. 161.

Maa Vindhyavasini Developers

Annexure-I

SPECIFICATION

Foundation	:	Full Earthquake proof RCC Group Pile as per structural design
Structure	:	RCC Frame structure as per Structural design

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Brick work	:	1st Class Brick Work
Roof	:	As per specification & structural design
Plaster	:	Cement Mortor : Wall Cement (1:6) & Ceiling Cement (1:4)
Doors	:	Seasoned Salwood (wooden) Chowkhats framed with branded. factory made flush doors of standard make with primer and paint.
Windows	:	Fully glazed wooden windows with grill.
Flooring	:	Vitrified Tiles (Somani / Kajaria or equivalent) .
Kitchen	:	1. Kitchen platform with Green Marble Top 2. Designer kitchen dado wall tiles upto height 2'. 3. Standard Quality taps Jaguaar /Essco 4. Provision for exhaust fan & washing machine. 5. S.S. Sink. 6. Flooring : Marble/Vitrified Tiles
Bathrooms	:	1. A combination of designer tiles for bathrooms up to 7 ft 2. White/ coloured sanitary bath ware of super brand ISI mark (Hindware/Parryware) 3. Hot & Cold water supply system with mixer tap for M.bathroom. 4. Standard Quality taps Jaguar Essco 5. All fitting of ISI mark. 6. Anti Skid Ceramic Floor Tiles.
Electrical	:	1. Concealed electrical copper wiring 2. Adequate A.C. points in each Flat.

9.6.16

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09/06/16

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3. Adequate electrical points in each room.
4. Premium quality switches (Anchor) in all rooms.
5. All fitting of ISI mark.

Lobby	:	Cut Marbles Tiles
Stairs	:	Marbles / Tiles
Internal Walls	:	All inside walls, ceiling in plaster of Paris.
External walls	:	All external wall finish with double coat of weather coat.
TV. Point	:	In all flats, Two TV Points shall be provided.
Telephone point	:	In all flats, Telephone Points shall be provided.
Intercom	:	In every flat, Intercom connection and set shall be provided.
Value Addition	:	1. Standard quality Lift and Generator set (Sound proof, Diesel Generator of Kirlosker/Mahindra) will be provided. 2. 24 Hrs. power backup for all flats shall be provided. 3. 24 Hrs. water supply for all flats shall be provided. 4. Magic Eye in main door in all flats shall be provided. 5. Common Toilet for servant and others. 6. Trees and plants all around the complex.

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Partner

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IN WITNESS WHEREOF the parties have set their respective hands on the **DEED OF DEVELOPMENT AGREEMENT** after understanding the full impart and facts of this deed before witnesses below on the day, month and year as stated above.

SIGNATURE OF LAND OWNER

WITNESSES :- Radha Krishna pd.

1- Radha Krishna Prasad
S/o Sri Ram Gopal Prasad
At+P.O - Ekwari
P.S - Sahar, Dist -
Bhojpur.
Bihar
09/6/2016

मधा सुमारी
9.6.16

SIGNATURE OF DEVELOPER

2-

आनन्द कुमार
श्री राम दास सिंह
छोटी नवकुण्डा पटना
9.6.2016

Maa Vindhyavasani Developers
Sanjay Kumar
09/06/2016
Partner

उप निबंधन कार्यालय
दानापुर (पटना)

दस्तावेज संख्या
9/6/16
हस्ताक्षर

Drafted by:-
Ravindra Kumar
Mariyaghat
Danapur Patna

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भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

सत्यमेव जयते

INDIA

बिहार BIHAR

Serial No. 998

२५१67 ५/२/13 २००० ₹. बैंक

सीमा देवी, मा०-गिरीश रोड राजगीर, थाना- राजगीर, जिला- नालंदा

Govt. of Bihar

Sub Registry Office ,Danapur

Summary of Endorsement

This document was presented for registration on 06/02/2013 by Ranjeet Kumar
A Stamp Duty of Rs. 72100/- and other Fees of Rs. 19095/- 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. 955 in Book No. 1, Volume No. 17 on pages from 185 to 194 and has been preserved in total 10 pages in C.D. No. 3 / Year 2013

6/2/2013

Date: 06/02/2013 Token No: 1003 /2013

Signature with Date
(Dhananjay Kumar Rao)
Registering Officer, Danapur

1– लेख्यकारी का नाम एवं पूरा पता:–

श्री रंजीत कुमार उम्र लगभग 35 वर्ष पिता का नाम श्री देव कृष्ण सिंह, निवास स्थान– हीराचक, थाना– नौबतपुर, पत्रालय– श्रीवर गोपालपुर, जिला– पटना, पिन कोड– 801109 जिन्हे इनके पश्चात ***लेख्यकारी/ बिकेता*** के नाम से सम्बोधित किया जाएगा, भारतीय नागरिक। PAN- AKFPK5766J

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भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

सत्यमेव जयते INDIA

बिहार BIHAR

24968 4/2/13

K 761736

2– लेख्यधारिणी का नाम एवं पूरा पता:–

श्रीमती सीमा देवी, उम्र लगभग 32 वर्ष पति का नाम श्री संतोष कुमार, निवास स्थान– शिवदास आश्रम के नजदीक गिरीयक रोड राजगीर, थाना एवं पत्रालय– राजगीर, जिला– नालान्दा, पिन कोड– 803116, जिन्हे इनके पश्चात ***लेख्यधारिणी/ खरीदार/ केता*** के नाम से सम्बोधित किया जाएगा, भारतीय नागरिक। PAN- BMYPD5201M

3– लेख्य प्रकार:–

निर्विवाद बिकय–पत्र यानी केवाला वयला कलामी।

(DEED OF ABSOLUTE SALE)

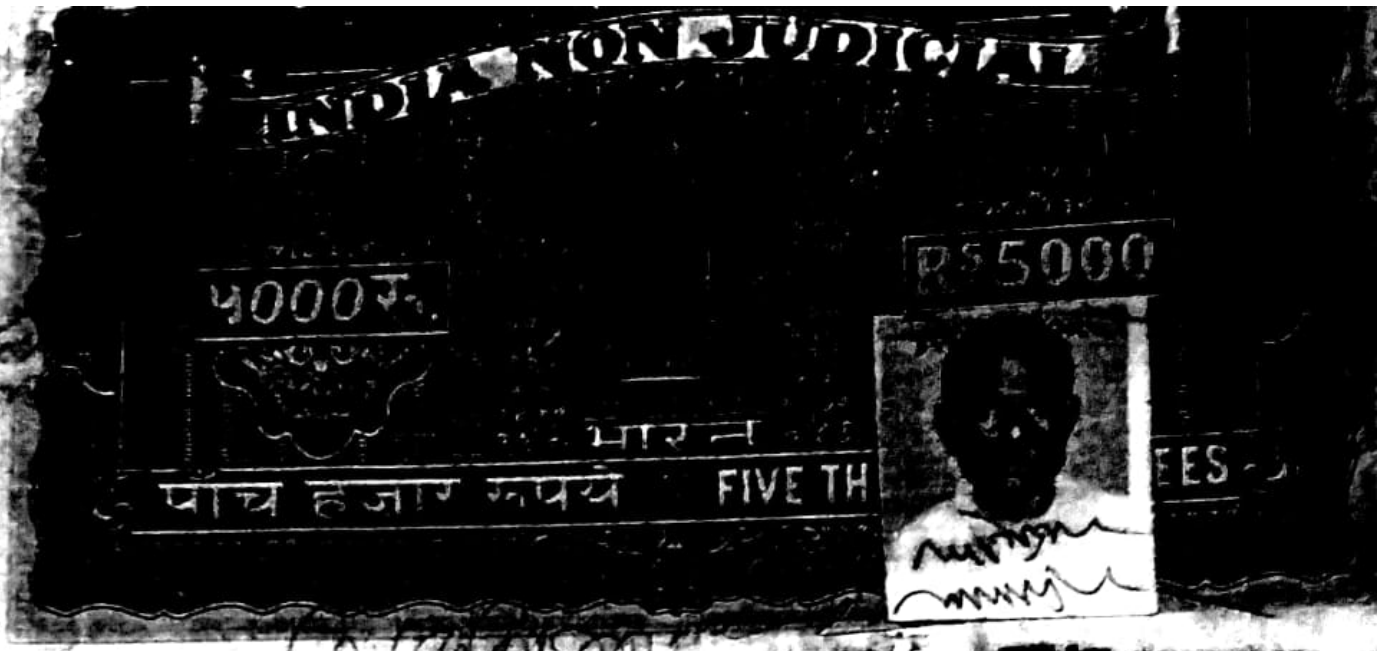
4– मूल्यांकन:–

अंकेन :– 9,00,000/– रूपया (नौ-लाख रूपया) मात्र।

इंदौत कुमार
6-2-2013

पो० अनुप कुमार
पिता– श्री रामबाबू सिंह
ग्राम– कोयवो
पो०+थाना :– राजगीर
जिला :– पटना (बिहार)

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1. नाम मोहिरानसनापुर

1. श्री मोला चौधरी 2. श्री शिव चौधरी

3. श्री राजू चौधरी 4. श्री शिव चौधरी

पेशान स्व. तरणनारायण चौधरी साकिनान

मौजे वाल्मारी रोडीज मन्दिर के पास

थाना एवं पो. मोहियानगर जिला पटना

पेशा हेतो भारतीय नागरिक है।

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1. नाम लेख्यकारीगण :- श्रीमती पूनम शरण धर्मपत्नी श्री भेजर गोपाल शरण

श्री भेजर गोपाल शरण पिता का नाम राम रतन प्रसाद, निवास स्थान ग्राम– लोभगढ़ा, थाना– जय रामपुर, जिला मुंगेर । भारतीय नागरिक ।

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Sch. XIV – F. No. 180 V

रसीद मालगुजारी
वास्ते सकोल: नाम मौजा मय
आना जो आना चक्कर।

वि०स०मु०, पटना।
फरत मालकी फरत रैयती।
नाम रैयते मय अल्लिखात जमालन्दी
तो सस्तुनत, मालगु०

X
109

(नालगा० ६५.

00219235 (नेलो।गा०

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अलावे बंदी ५० आजी भौवाली ५५ तफसील हिसाब लगान, भावली।

८.२३ ६ ६		

जोत का सालाना माप मय तफसील (बकाया वो हाल) मौजूदा साल का।

२०१६-२०१७ माप जोत	सालाना	बकाया				हाल
		तीन वर्ष से ज्यादा।	३ रा वर्ष।	२ रा वर्ष।	१ ला वर्ष।	
माल (बयदी)	६.००				६.००	६.००
पुजारी (मावली)	९.५०				९.५०	९.५०
सेस ,,	३.००				३.००	३.००
सूद ,,	३.००				३.००	३.००
मुतफरकात ,,	१.२५				१.२५	१.२५
मीजान	१४.१५				१४.१५	१४.१५

तफसील अदायकारी। २५.५०

२०१६-२०१७ अदायकारी खाजत	बकाया				मोतालवा हाल।	फाजिल
	तीन वर्ष से ज्यादा।	३ रा वर्ष।	२ रा वर्ष।	१ ला वर्ष।		
माल (बयदी)				६.००	६.००	
पुजारी (मावली)				९.५०	९.५०	
सेस ,,				३.००	३.००	
सूद ,,				३.००	३.००	
मुतफरकात ,,				१.२५	१.२५	
मीजान अदायकारी				१४.१५	१४.१५	= २५.५०

(१) मीजान कुल (लफ्जों में) [illegible]
(२) नाम देहिन्दा -
(३) कुल बकाया -

दस्तखत को तारीख अमला तहसील कुनिन्दा।

रकम महान का बकाया मालगुजारी पर (सेवाय ऐसे बकायों पर जिन पर कि सर्टिफिकेट जारी हो) सूद नहीं लिया जाता है।

वि.स.मु. मुजफ्फरपुर 1-[illegible]

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प्रतिलिपि के लिए आवेदन की तारीख Date of application for the copy.	स्टाम्प और फोलिओ की अपेक्षित संख्या सूचित करने की निश्चित तारीख Date fixed for notifying the requisite number of stamps and folios.	अपेक्षित स्टाम्प और फोलिओ देने की तारीख Date of delivery of the requisite stamps and folios.	तारीख, जबकि देने के लिए प्रतिलिपि तैयार थी Date on which the copy was ready for delivery.	आवेदक को प्रतिलिपि देने की तारीख Date of making over the copy to the applicant.
Chmo-794 10/4/07			12/4/07	12/4/07

न्यायालय अंचल अधिकारी दानापुर, पटना

दाखिल खारीज केस नं० 458/07-08

आदेश

22/3/07 - श्रीमति कुशुम देवी पति स्व० बकन चौधरी ग्राम - मोरियाँवा थाना-विक्रम जिला- पटना केवाला नं० 2137 दिनांक - 21/3/03 के आधार पर निम्नांकित जमीन पर दाखिल खारीज हेतु आवेदन-पत्र दाखिल किया है मौजा का नाम - तौजी नं०- खाता नं०- खेसरा नं०- एरिया - लगान आकार - 5661 - 65 - 200 - 23½ डी० - 9.80 प० मूल आवेदन पत्र हल्का कर्मचारी के अंचल निरीक्षक के माध्यम से प्रतिवेदन हेतु देते। महाल पर रचना जारीकर आपत्ति की मांग की। आपत्ति दिनांक 05/04/2007 को उपस्थित की लिखाया एवं शुद्ध किया

हस्ताक्षरित
अंचल अधिकारी
दानापुर, पटना

हस्ताक्षरित
अंचल अधिकारी
दानापुर, पटना

14/07 - महाल पर तौजिला नोटिस प्राप्त है, कोई आपत्ति प्राप्त नहीं है कर्मचारी का प्रतिवेदन अंचल निरीक्षक के माध्यम से प्राप्त है उनलोगों ने आवेदक के नाम दाखिल खारीज करने की अनुशंसा किये है फलतः उनके अनुशंसा के आधार पर दाखिल खारीज स्वीकृत किया जाता है

लिखाया एवं शुद्ध किया

हस्ताक्षरित
अंचल अधिकारी
दानापुर, पटना

हस्ताक्षरित
अंचल अधिकारी
दानापुर, पटना

प्रभु पाण्डेय [illegible]
[illegible]

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रु. 5
FIVE PAISE

प्रतिलिपि के लिए आवेदन की तारीख Date of application for the copy.	स्टाम्प और फोलिओ की अपेक्षित संख्या सूचित करने की निश्चित तारीख Date fixed for notifying the requisite number of stamps and folios.	अपेक्षित स्टाम्प और फोलिओ देने की तारीख Date of delivery of the requisite stamps and folios.	तारीख, जबकि देने के लिए प्रतिलिपि तैयार थी Date on which the copy was ready for delivery.	आवेदक को प्रतिलिपि देने की तारीख Date of making over the copy to the applicant.
29/4/07			12/4/07	12/4/07

दाखिलख़ारिज की जाँच प्रतिवेदन

हल्का - 4 - अंचल - डालमऊ - अनुमंडल - डालमऊ - जिला - रायबरेली

दाखिलख़ारिज केस नं० - 458/07-08 मौजा - आदमपुर थाना - डालमऊ थाना नं० - 40
लिए गए हल्का इस्तेमाली बहीखा नं० - 2137 दिनांक - 21/3/03 जमाबन्दी सन् - 1445

के दाम का नाम एवं पता	पहले की होल्डिंग				सही/अपूर्ण
	बाकी	लगान	रकबा	लगान	
[illegible]	65	200	23½ डी (एक बीघा डिसमिल)	रु. पै. 0.80	अ अ आवेदित जमीन से आवेदिका को बे जमाबन्दी पुनर्ह ये [illegible] दाखिलख़ारिज की जाती है अ अ जमीन से आवेदिका का बेदखल किया जाय अ अ आदि किसी से आपत्ति न हो तो दाखिलख़ारिज की स्वीकृति दी जा सकती है। हस्ताक्षर 29/3/07
	काश्त की होल्डिंग				
[illegible]	/	/	/	/	
	नया होल्डिंग				
[illegible]	65	200	23½ डी (एक बीघा डिसमिल)	0.80	अ अ प्रतिवेदन ले मैं सहमत हूँ। अतः दाखिलख़ारिज की स्वीकृति दी जा सकती है हस्ताक्षर 29/3/07 C.I

[illegible]
लिपिक

[illegible]
तुलना लिपिक

प्रमाणित नकल प्रतिलिपि
पंकज कुमार [illegible]
[illegible] 12/4/07
P-3-9 [illegible]

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V

		बकाया				
	चालान	तीन वर्ष से ज्यादा	३ या वर्ष	२ या वर्ष	१ या वर्ष	शेष
	३.००				६.००	३.००
	७.५०				१.५०	७.५०
	१.००				३.००	१.००
	१.००				३.००	१.००
	७.४०				१.२०	७.४०
	४.७०				१४.१०	४.७०

तफसील अदायगी :- १७.६०

		बकाया					
	तीन वर्ष से ज्यादा	३ या वर्ष	२ या वर्ष	१ या वर्ष	चालान हाल	फाजिल	
				६.००	३.००		
				१.५०	७.५०		
				३.००	१.००		
				३.००	१.००		
				१.२०	७.४०		
				१४.१०	४.७०	=	१७.६०

(१) तीजान कुल (नकदी में) कुल उन्नीस रुपये पैसे नब्बे

(२) नाम रसीदी - एक

(३) कुल बकाया -

दस्तखत को तारीख अमला बहमील कुनिन्दा।

नोट :- खाना खाली रहे बकाया पाएगुजारी पर (बकाया वाले बकायों पर जिन पर कि सर्टिफिकेट जारी हो) खूद ही लिख लेता है।

तहसीलदार (तहसील)

V

X / 103

00204506

[illegible]

[illegible]	[illegible]	बकाया				हाल
		तीन वर्ष से ज्यादा	३ रा वर्ष	२ रा वर्ष	१ ला वर्ष	
[illegible]	[illegible]·५०				८·५०	[illegible]·५०
[illegible]	०·५०				[illegible]·५०	०·५०
[illegible]	१·५०				४·५०	१·५०
[illegible]	१·५०				४·५०	१·५०
[illegible]	०·४०				१·६०	०·४०
[illegible]	४·५०				१५·६०	४·५०

[illegible] = [illegible]४·५०

[illegible]	बकाया				मोतालबा हाल	फाजिल
	तीन वर्ष से ज्यादा	३ रा वर्ष	२ रा वर्ष	१ ला वर्ष		
[illegible]				८·५०	[illegible]·५०	
[illegible]				[illegible]·५०	०·५०	
[illegible]				४·५०	१·५०	
[illegible]				४·५०	१·५०	
[illegible]				१·६०	०·४०	
[illegible]				१५·६०	४·५०	=

२४·५०

[illegible]

दस्तखत की तारीख अमला तहसील कुनिन्दा

[illegible]

करेंगे।

11. यह कि इस मनोबंध के निष्पादन के बाद जमीन मालिक डेवेलपर को उनके कर्मचारियों, अभिकर्ताओं, कारीगरों, अभियंताओं एवं मजदूरों को उक्त सम्पति में प्रवेश करने की अनुमति देंगे, जिससे वे विभिन्न विकास पूर्व कार्य जैसा नक्शा और योजना का निर्माण जैसे कार्य कर सकें। वैसे विकास कार्य की सुविधाओं की अनुमति डेवेलपर द्वारा **पी.एम.सी./दानापुर नगर परिषद निजामत/संबंधित प्राधिकार** और अन्य प्राधिकारों से भवन निर्माण योजना की स्वीकृति के बाद दी जाएगी।

12. यह कि प्राकृतिक विपदा और डेवेलपर की शक्ति के नियंत्रण के बाहर के कारणों को छोड़कर जिससे उक्त सम्पति और निर्माण कार्य प्रभावित हो, भवन निर्माण की समय सीमा 4 वर्ष की होगी और उसके बाद कार्य पूर्ण करने का छह महीने का कृपा काल होगा। भवन निर्माण की कुल समय सीमा कृपा काल सहित **पी.एम.सी./दानापुर नगर परिषद निजामत/ संबंधित प्राधिकार** द्वारा नक्शा स्वीकृति की तिथि से गिनी जाएगी।

13. यह कि मालिक सहमत है और वचनबद्ध है कि वे बिहार अपार्टमेन्ट स्वामित्व अधिनियम 2006 की धारा 5 (1) एवं 5 (2) तथा अन्य सभी प्रावधानों एवं नियमों को पालन करेंगे और अधिनियम के अनुरूप भवन निर्माण पूर्ण होने के बाद विकासक/संपवर्तक एवं भू-स्वामी अपने-अपने हिस्से के निरपेक्ष स्वामी होंगे तथा वे अपने-अपने हिस्से को पृथक् रूप से बेचने/अन्तरण करने के हकदार होंगे और उसका नियमानुकुल सक्षम निबंधन कार्यालय में निबंधन करेंगे जिसमें उक्त अधिनियम एवं नियम का पालन किया जायेगा। विकासक अपने हिस्से का क्षेत्र बंधक रखकर ऋण ले सकेंगे और विक्रय के लिए एकरारनामा करेंगे। जिसमें जमीन मालिक के हिस्से का क्षेत्र सम्मिलित नहीं रहेगा।

14. यह कि उक्त जमीन पर सम्पूर्ण इमारत कम्पलेक्स तथा उन्नयन कार्य पूर्ण होने पर डेवेलपर बिक्री योग्य निर्मित इमारत के प्रमुख क्षेत्र का आनुपातिक आधार पर जमीन मालिक को 38 प्रतिशत सुपुर्द कर देंगे। प्रत्येक कोटि के घरों/फ्लैटों पर अर्थात् वे फ्लैट जो उक्त विकसित और निर्मित इमारत के प्रमुख अंग होंगे जो डेवेलपर या उनके नामित को आनुपातिक रुप से उनको 62 प्रतिशत हिस्सा के भागीदार होंगे, साथ ही साथ इस श्रेणी को तकनीकी जरुरतों को ध्यान में रखते हुए निर्माण प्रथम कोटि का होगा।

निष्पादक का हस्ताक्षर

Sanjay Kumar
10/01/2017

10/01/2017

transfer, convey, grant, otherwise alienate her interest, in any manner as deemed fit by them to any person, Association of Persons, Firm, Body Co-operative Societies, Government agencies etc. on such terms and conditions as may be decided by the Land Owner. The developer / Firm or it's nominees , administrator/legal representatives , assignees, heirs or successors in interest shall have no objection whatsoever, to such transfer. convey, grant, otherwise alienation of their interest by the Land owner of her area called Land owner's area and if any objection shall be raised, the same shall be illegal and not maintainable in courts of law.

9. The Developer / Firm and / or it's nominees shall solely and exclusively be entitled to the Developer's Area and they shall have absolute right, marketable title and interest over the Developer's / Firm's Area and they shall be fully entitled to transfer, convey, grant, otherwise alienate their interest in any manner as deemed fit by them to any person , Association of Persons , Firm , Body Co-operative Societies, Government agencies etc. on such terms and conditions as may be decided by the Developer / Firm. The land owners or their nominees , administrator/legal representatives assigns, heirs or successor in interest shall have no objection what soever to such transfer convey , grant , otherwise alienation of their interest by the developer of their area called as Developer's area and if any such objection will be raised by the land owners , the same shall be illegal and not maintainable in courts of law.

10. The Developer / Firm agrees to construct and give possession of the Land Owner's Area to the Land Owners within a period of **3 year**

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the land owners , the same shall be illegal and not maintainable in courts of law and the same will be deemed to be null and viod and without jurisdiction.

9. The Developer / Firm agrees to construct and give possession of the Land Owner 's Area to the Land Owner within a period of **4 years** with a grace period of Six months from the date, the plan is sanctioned by the D.M.C. This period will be subject to force majure and such happenings as fire, tempest, accident exceptionally inclement weather, rioting etc. and any other act of God i.e. viz major. The above period will be counted since date of sanction of building plan . If there is any further delay beyond control aforesaid total period in giving delivery of possession of the Land Owner's area without any of the aforesaid reasons then the Developer / Firm shall pay to the Land Owner compensation at the rate of Rs. 3/- (Rupees Three) only per Sq.Ft. per month of built area of land owner's share from the date after expiry of the aforesaid grace period. .

10. The Land Owner shall at no time demand further any sum or premium or any interest in any deal regarding sale of developer's / Firm's area and the Land Owner shall execute all such deeds and documents as may be required by the Developer / Firm in this regard.

11. This Agreement shall not ever be deemed to constitute a partnership of any kind between the parties hereto.

12. The Land Owner and her nominees and the Developer / Firm and its nominees shall jointly have undivided right, title and interest over the total land of the said property in their respective shares.

For Vindhyavasini Developers
Partner

27/07/16

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