

Serial No. 1046

Book No. :- 1 Deed No. 1002



K 055990



14674 तिथि 30-1-13 मूल्य 1000/- शीट संख्या 1
Deed No. 1002
कन नाम, पता ...
Govt. of Bihar
Sub Registry Office, Danapur
Summary of Endorsement
This document was presented for registration on 07/02/2013 by Abhishek Ranjan.
A Stamp Duty of Rs. 269540/- and other Fees of Rs. 995/- 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. 1002 in Book No. 1, Volume No. 18 on pages
from 81 to 107 and has been preserved in total 27 pages in C.D. No. 3 / Year 2013
Date: 07/02/2013 Token No: 1046 / 2013
Signature with Date
(Dhananjay Kumar Rao)
Registering Officer, Danapur

Maa Vindhya Vasani
Managing Partner
07/02/2013

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the --7th--
day of February 2013,



De Ranjan
3/2/13
Jyanti Roy
7/2/13
Bijoy Singh
7/2/13
Yashwanth
7/2/13

Token Number 1046

Reg. Year 2013

Serial Number 1046

Deed Number 1002

PresType

Name

Photo

Thumb

Index

Middle

Ring

Little

Executant Baljeet Singh

Sig.

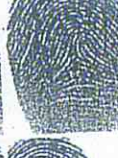
Baljeet Singh
7/2/2013

Executant Punam Chandra

Sig.

Punam Chandra
7/2/13Presented Abhishek Ranjan
By

Sig.

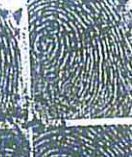
Abhishek Ranjan
07/02/13

Executant Anu Devi (Agn)

Sig.

Anu Devi
9/2/13Executant Randhir Kumar
Thakur

Sig.

Randhir Kumar
Thakur
07/02/13

Claimant Sanjay Kumar

Sig.

Sanjay Kumar
07/02/13Identified Sudhir Kumar Mallick
By

Sig.

Sudhir Kumar Mallick
7/2/2013

Executant Anil Kumar (Po)

Sig.

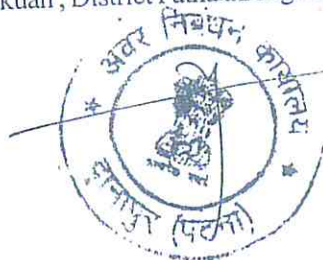
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(2)

- (1) **SRI ABHISHEK RANJAN** son of Sri Rai Anjani Kumar Sahay, resident of Flat No. 303, Narayan Vihar Apartment, Road No. 13, P.S. Bahadurpur, P.O. Rajendra Nagar, District Patna, owner of an area 0.9375 Kathas,
- (2) **SMT. PUNAM CHANDRA** wife of Sri Maneesh Chandra, resident of Flat No. 2/B, Prabha Enclave Apartment, East Boring Canal Road, P.S. Kotwali, P.O. Krishnapuri, District Patna, owner of an area 0.9375 Kathas,
- (3) **SMT. JAYANTI ROY** wife of Sri Nirmal Roy, resident of C/O House of Sri Harsh Narayan Singh, Gandhi Nagar, West Boring Canal Road, P.S. Kotwali, P.O. Krishnapuri, District Patna, owner of an area 0.9375 Kathas,
- (4) **SRI ASHWANI** son of Sri Laddu Ram, resident of Lalan Book Binding House, B.M.Das Road, P.S. Pirbahore, P.O. Bankipur, District Patna, owner of an area 0.9375 Kathas,
- (5) **SRI RANDHIR KUMAR THAKUR** son of Late Jibachh Thakur, resident of Asharhi, P.O. and P.S. Tajpur, District Samastipur, owner of an area 0.9375 Kathas,
- (6) **SRI BALJEET SINGH** son of Sri Vijay Singh, resident of Purab Sarai, P.S. Kotwali, District Munger, owner of an area 1.40625 Kathas,
- (7) **SMT. NIKITA SINGH** wife of Sri Raj Kishore Singh, resident of Road No. 6, Rajendra Nagar, P.S. Kadamkuan, P.O. Rajendra Nagar, District Patna, owner of an area 0.9375 Kathas,
- (8) **SRI ANIL KUMAR** son of Sri Shyam Nandan Singh, resident of House No. 43, Gandhi Ashram, P.S. and P.O. Hajipur, District Vaishali, owner of an area 0.46875 Kathas, through his Attorney **Smt. Anu Devi** wife of Sri Rajeshwar Prasad Singh, resident of Deoghar, Niwas, Road No. 6 B, Rajendra Nagar, P.S. Kadamkuan, District Patna through Deed of Power Attorney duly



Maa Vindhya Vasani Developers

Samran Kumar
07/02/2013
Managing Partner

Ashwan
7/2/13

यति - 1-7-1

7/2/13

रविशंकर सिंह

वांछित 31 दिसंबर 2013
मोहम्मद

अनील कुमार की ओर
अकशर नामा लिखा सोसाई 7/2/13

Randhir Kumar
07/02/13
Anu Devi

07/02/13
7/2/2013

Sub District Registry Office, Danapur

Token Number 1046 Reg. Year 2013 Serial Number 1046 Deed Number 1002

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Executant	Abhishek Ranjan						
Sig.	<i>Abhishek Ranjan</i> 07/02/13						
Executant	Nikita Singh						
Sig.	<i>Nikita Singh</i> 7/2/13						
Claimant	Swetambari Kumari						
Sig.							
Executant	Jayanti Roy						
Sig.	<i>Jayanti Roy</i> 7/2/13						
Executant	Ashwani						
Sig.	<i>Ashwani</i> 7/2/13						

SCORE
Ver.3.0

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Biometric Captured By 2802sop002

अंदर मो- शब्दों में (रु०) मात्र
चतुर्थ प्रति (4)
(जमाकर्ता हेतु)

बिहार सरकार
निबंधन विभाग

१८ मानक

दस्तावेजों के निबंधन के लिए जमा किये जाने वाले स्टाम्प शुल्क/निबंधन शुल्क एवं भूस्वामी के निबंधन शुल्क के

भुगतान के लिए बैंक चालान

Partners- Sanjay Kumar, M/S MAA VINNDHYA VASANI DEVELOPERS,

1. पक्षकार का नाम पता

संयुक्त-पक्षकार का नाम - 202 अमर एपार्टमेंट मारवाडी-35 लॉन्डन पथ
(जिसको और से जमा किया जा रहा है)

2. दस्तावेज का प्रकार

3. निबंधन कार्यालय

4. बैंक का नाम एवं शाखा

5. भुगतान की जानेवाली राशि का विवरण :

भुगतान का मद एवं शीर्ष	रकम	कुल रकम
स्टाम्प शुल्क-मुख्य शीर्ष -0030-स्टाम्प एवं पंजीकरण-उप-मुख्य शीर्ष 02-स्टाम्प एवं न्यायिक सपु शीर्ष -103- दस्तावेजों पर स्टाम्प शुल्क लगाया उप शीर्ष 0001 सकल प्राप्तिप्राप्त प्राथमिक इकाई -75 49 सकल प्राप्तिप्राप्त विपक्ष कोड -R0030021030001, A/c No.-10963226587	268540	268540
निबंधन शुल्क-मुख्य शीर्ष -0030-स्टाम्प एवं पंजीकरण शुल्क उप मुख्य शीर्ष -03 पंजीकरण शुल्क, सपु शीर्ष -104- दस्तावेजों का पंजीकरण शुल्क-उप शीर्ष -0001, प्राथमिक इकाई 75 49 सकल प्राप्तिप्राप्त विपक्ष कोड -R0030031040001, A/c No.-10963226576	250 45	295
भूस्वामी शुल्क-मुख्य शीर्ष -0029- भू राजस्व सपु शीर्ष -900- अन्य प्राप्तिप्राप्त-उप शीर्ष -0006- अन्य मदें - प्राथमिक इकाई -75 49 भूमि निबंधन शुल्क से आय विपक्ष कोड -R0029008000006, A/c No.-10963226598		

भुगतान का माध्यम : नगद/ चेक/ द्राफ्ट

कुल योग

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कुल राशि शब्दों में - 27 लाख 83 हजार 35 पैसे के बराबर है - पंजाब (नया)

स्थान - 27/4/13

तारीख - 27/4/13

* चेक/द्राफ्ट का विवरण पीछे पर अंकित कर दें।

* चेक/द्राफ्ट की राशि अन्तर्गत होने के पश्चात ही मान्य होगी

जमाकर्ता का नाम

एवं हस्ताक्षर

FOR USE OF THE BANK

स्कॉल नं०

तारीख

उपस्थित काल

संख्या 05 में दिये गए विवरण के अनुसार रु०

रुपये प्राप्त किया



एस्को लेखा सं० : A/c No. 3092446198

जमा करने की तिथि

बैंक स्कॉल सं०

* (दस्तावेज के पृष्ठ की संख्या +2) X रु० 25/-

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(3)

executed on 11-07-2012, bearing its Book No. IV, Vol. No. 55, Page No. 397 to 405, Deed No. 3766, CD No. 10 for 2012 at the Office of District Sub Registrar, Patna,

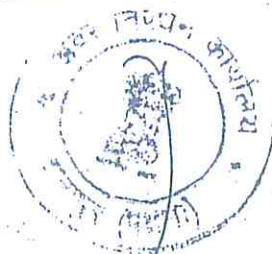
All are Indian citizen hereinafter referred to as "**THE LAND OWNER**" (which expression shall unless repugnant to the context, or meaning there to shall mean and include her administrators, legal representatives, heirs, assigns or successors-in-interest) of the **FIRST PART**.

AND

M/S MAAVINDHYAVASANI DEVELOPERS, a Partnership Firm, registered Under Indian Partnership Act 1932, having its registered Office at 202, Amrita Apartment, Ara Garden Road, Jagdeo Path, Patna - 800014 through its Partners (1) **SRI SANJAY KUMAR**, aged about 44 years, son of Sri Shiv Narayan Prasad, resident of 202, Amrita Apartment, Ara Garden Road, Jagdeo Path, Patna - 800014, (2) **SMT. SWETAMBARI KUMARI**, aged about 36 years, D/O Sri Binod Kumar, resident of Opp. Patna Training College, Dariapur, Bari Path, Patna - 800004, 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) Sri Abhishek Ranjan, Smt. Punam Chandra, Smt. Jayanti Roy and Sri Ashwani, Land owner No. 1 to 4 had acquired and purchased a piece of residential land having an area measuring 3 Kathas 15 Dhurs through sale deed dated 09-07-2012 from Smt. Nikita Singh wife of Sri Raj Kishore Singh, resident of Deoghar Niwas, Road No. 6, Rajendra Nagar, P.S. Kadamkuan, District Patna as an Attorney for Sri Satyendra Singh son of



San Jay Kumar
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Ashwani
7/2/13

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Bafasat
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Jayanti Roy
7/2/13
Bafasat
7/2/2013

Ranesh Kumar Thakur
07/07/13
7/2/2013

(4)

Late Moti Singh, resident of Mahubagh Rukunpura, P.S. Hawaii Adda, District Patna, which has been registered at the office of Sub Registrar Danapur bearing it Book No. I, Vol. No. 112, Page No. 455 to 463, Deed No. 6556, CD No. 18 for 2012

(b) Sri Randhir Kumar Thakur, Sri Baljeet Singh, Smt. Nikita Singh and Sri Anil Kumar, land owner No. 5 to 8 had acquired and purchased a piece of residential land having an area measuring 3 Kathaa 15 Dhurs according to their respective share through sale deed dated 09-07-2012 from Smt. Punam Chandra wife of Sri Manish Chandra, resident of Flat No. 2/B, Prabha Enclave Apartment, East Boring Canal Road, P.S. Kotwali, District Patna as an Attorney for Sri Satyendra Singh son of Late Moti Singh, resident of Mahubagh Rukunpura, P.S. Hawaii Adda, District Patna, which has been registered at the Office of Sub Registrar Danapur, bearing its Book No. I, Vol. No. 112, Page No. 446 to 454, Deed No. 6555, CD No. 18 for 2012.

AND WHEREAS since date of above purchase the land owners came under physical possession according to their respective shares and they are 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 Owner :-

(i) That the said property is under their exclusive possession with valid, clear and marketable, right, title and interest free from all



Maa Vindhyavasani Developers
Sanjay Kumar
07/02/2013
Managing Partner

Aswani
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Randhir Kumar Thakur
07/02/13

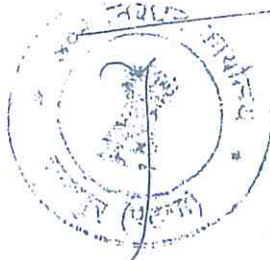
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encumbrances to the extent of total area measuring 7 Kathas 10 Dhurs and they are competent to transfer and convey the whole or part of the said property.

- (ii) That the Land owners 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.
- (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 Owners, 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.



Maa Vindhya Vasani Developers
Sanjay Kumar
07/02/2013
Managing Partner

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Rondhir Kumar Shakti

07/02/13

(6)

- (vi) That the Land Owners are not Benamidar or trustee for anyone in respect of the said property or any part thereof.
- (vii) That the Land Owners 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 Owners are 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 Land owners (hereinafter referred to as the said building) and the Land owners 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 owners to Developer / Firm or (it's nominees, including a Co-operative Housing Society, Firm, Association of persons, Body Corporate etc.). And the land owners under perfect condition of their 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.



Maa Vindhya Vasani Developers
Sam 2000
07/02/2013
Managing Partner

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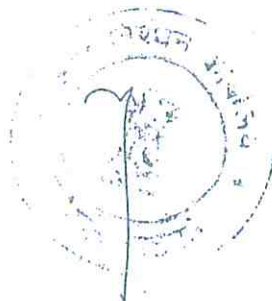
- (e) As a result of the negotiations between the parties hereto and on the representation and declarations made by the land owner as herein recorded an Agreement for Development of the said property by the aforesaid Developer / Firm has been arrived at between the parties hereto upon terms and conditions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

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

1. The above named land owners 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 Owners 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.

2. The Developer / Firm has to submit a building plan to Patna Municipal Corporation (P.M.C.) for maximum F.A.R. in consent with Land owners, However the plan submitted to P.M.C. may be accordingly revised to suit the norms of P.M.C.

- 2.1. The above built-up areas do not include saleable parking spaces whether open or covered which will be shared by the Land Owners and the Developer / Firm on the same proportion as that of built up area.



Maa Vindhya Vasani Developers
Sanjay Kumar
07/02/2013
Managing Partner

Ashwini
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Randhir Kumar
Shakun Bhatnagar
07/02/13

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(8)

2.2 The Developer / Firm shall construct the building complex as per its standard specification, Annexed hereto, which shall form part of this Development Agreement.

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 within three months from the date of execution of this registered agreement before P.M.C. or any other local authority with the signature of land owners, if PMC accept. 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 their name and they 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 under the intimation to the Land

Maa Vindhya Vasani Developers
Sanjay Kumar
07/02/2013
Managing Partner

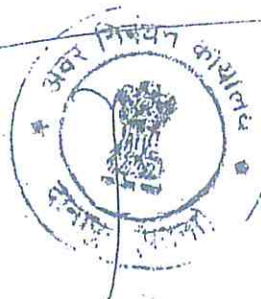
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Rampal Kumar
07/02/13
7/2/13



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Owners which may be required by the Patna Municipal Corporation 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 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 49% (Forty Nine percent) of the undivided share in the said property shall be conveyed / transferred by the Developer to the land owner or their nominees, in terms of clause 4 above, the developer agrees to deliver and give possession to the Land Owner 49% of the total built up 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 51% (Fifty One percent) of the total Built up area shall belong to the Developer / Firm and shall hereafter be called the Developer's Area. Out of 49% of the total built up area shall be allotted to the land owners on respective floors under 'land owner's share'

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.



Maa Vindhya Vasani Developers
Sanjay Kumar
07/02/2013
Managing Partner

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Ray
9/2/13

Balraj
7/2/13
De Rajan
7/2/13

Remdhir Kumar
Hakar
07/02/13

6.1 After the sanction of building plan by P.M.C., the land owners area and the Developer's / Firm's area in-built up area shall be demarcated in the agreement of distribution of Flats.

6.2 Land Owners and their 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 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 Land Owners. 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 owners 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.

6.3 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



Maa Vindhyaasani Developers
Srinivas Kumar
07/12/2013
Managing Partner

yashwanth

7/12/13

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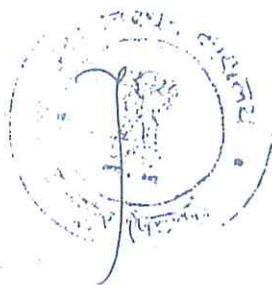
Randhir Kumar
Shankar
07/10/13

7/12/13

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 owner, the same shall be illegal and not maintainable in courts of law.

7. The Developer / Firm agrees to construct and give possession of the Owner's Area to the Land Owner within a period of **2½ years (Two and half years)** with a grace period of Six months from the date, the plan is sanctioned by the P.M.C. This period will be subject to force major 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.

8. It is hereby expressly, irrevocably and irretrievably agreed and declared by the Land owners that delivery of possession of 49% of the total built up area of the said building in the manner provided herein above shall form and always be deemed to form fair, reasonable and adequate consideration for 51% built up Developer's / Firm's area with full satisfaction of all demands for the aforesaid property, agreed to be conveyed as hereinabove by the Land Owners to the Developer / Firm and / or its nominees.



Maa Vindhyavasani Developers
Sankar Kumar
Managing Partner
7/2/13

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Ramdas Kumar
Shankar Kumar
07/02/13
7/2/13
7/2/13

8.1. The Land Owners 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.

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

8.3. The Land Owners and their 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 of 49% of the land owners and 51 % of the Developer / Firm after being conveyed as aforesaid.

8.4. Out of the total built up area the specific area of 50% will be allotted to the land owners as per their choice and the rest 50% area shall be allotted to the Developer / Firm as per their choice.

8.5. The Parking area will be distributed only amongst the occupants of the building.

9. The Land Owners 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.



Maa Vindhya Vasani Development
Sanjay 07/02/2013
Managing Partner

Akshay 7/2/13

Yashwanth 7/2/13
Rajesh 7/2/13

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7/2/13

Ray 7/2/13

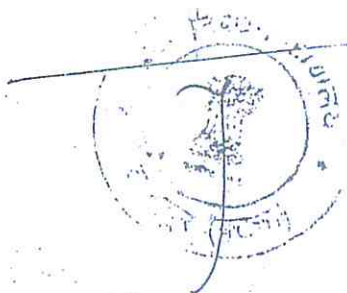
Ramdhari Kumar
Shankar 07/07/13
Ajay 7/2/13
Ajay 7/2/13

9.1. It is agreed that any Agreement made or entered into at any time by the Land Owners 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.

9.2. The Land Owners 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 Owners shall at no period of time during the currency of this Agreement try or like to dispossess the Developer / Firm from the property aforesaid.

9.3. After the date of approval of plan by P.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.

9.4. 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 P.M.C.



Maa Vindhiyasani Developers
Sanjay Kumar
07/02/2013
Managing Partner
Ashwari
7/2/13

21/11/13
7/2/13
7/2/13

31/12/13
7/2/13

7/2/13

Ramdhir Kumar
Shankar Bhat
07/02/13
7/2/13
Debaraj
7/2/13

51/2/15

13-12-11
7/12/13
7/12/13

by 3/27/2013

21/12/13

2/22/12
 Ochoa /
 2/22/12
 2/22/12



during the period of construction of the said building thereon and the Developer / Firm shall take out an insurance for this purpose.

10.3. 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 owners.

10.4. 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 owners, 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 be realised from 51% share in built up area of the Developer / Firm. The Land Owner's area will remain free from encumbrance and the Land owners shall not be responsible for any loans taken by the Developer.

Maa Vindhya Vasani Developers
Sanjay Kumar
07/02/2013
Managing Partner

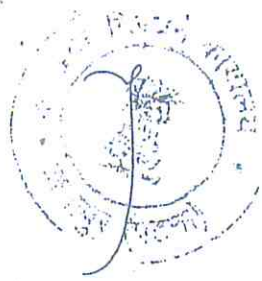
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7/2/13

Randhir Kumar
Shakti Bhatnagar
07/02/13
7/2/13



10.5 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 owners in the said building and land owner would not be liable for any loan of the Developer.

11. The Land Owners 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 and the Land Owners 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.

11.1. In any event the Land Owners 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 their 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

11.2. 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 Owners 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 Owners.



Maa Vindhya Vasani Developers
Sanjay Kumar
07/02/2013
Managing Partner

Ashwan
7/2/13

21/11/13

7/2/13

31/1/13

Ramdhari Kumar
Shankar Bhatnagar
07/02/13 7/2/2013
Ajay
7/2/13

11.3. After delivery of the Land Owner's area to the Land Owners all outgoing in respect of the said property and the said building thereon shall be borne and paid by the Land Owners 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).

12. Upon delivery of possession of the Land Owner's Area to the land owners by the Developer / Firm and subject to the other terms and conditions contained herein before at such earlier time as may be mutually agreed upon, the Land Owners shall execute and convey 51 % undivided share in the said property in favour of the Developer / Firm or its nominees/assigns including a Co-operative Housing Society or Association of persons or Body corporate etc. In default of the Land Owner's executing such transfer/conveyance for such other deeds as may be deemed necessary by the Developer, inspite of notice in writing of 30 days, the Developer / Firm shall be entitled to take all steps as may be necessary for execution and registration of all such documents of transfer/conveyance for this purpose. The Developer/ Firm shall act as true and lawful Attorney of land owners to act jointly and severally, to apply for and obtain income tax Clearance Certificates, Urban land clearance and all other permissions and approvals as may be necessary for and on behalf of and in the name of the Land Owners and also to execute, present and admit execution of the said documents of transfer/conveyance before the Registration



Maa Vindhya Vasani Developers
Sanjay Vindhya Vasani
07/02/2013
Managing Partner

Ashwini
7/2/13

yashwanth
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7/2/13

3/2/13
7/2/13

by
7/2/13

Randhir Kumar
Shakti Bhatnagar
07/02/13
07/02/13
07/02/13

authority and to do all acts, deeds as may be deemed necessary by the Developer / Firm and/or its nominees.

13. The Developer / Firm / Land Owners shall form as may deem proper, a Co-operative Housing Society / Association of persons / Body Corporate, of all the persons owning tenements in the said building. The Land Owners and their nominees shall become members of such an organisation formed by the Developer / Firm and the Land Owners, their 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 they shall be bound to pay the regular maintenance charges as be fixed for the maintenance and management of the entire building complex, in addition to One time interest free building maintenance fund. But, however, the land owners shall not be liable to pay any cost for formation of such Co-operative Housing Society / Association of persons / Body Corporate.

13.1. 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 Owners. The Land Owners and their 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.

13.2. 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



Maa Vindhya Vasani Developers
Savitri Vasani
07/02/2013
Managing Partner

Ashtwan
7/2/13

Yashwantrao
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3105
7/2/13
7/2/13

Ray
7/2/13

Ramdhari Keshar
Shakur Bhat
07/02/13
7/2/13
7/2/13

Ashwan
7/2/13

12/12/18

7/2/13
मिडल सिंड
7/2/13

3/7/2013

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2013

Randhir Kumar
 Zakur Bhat + Son
 07/02/13
 Chander
 11/11

7/2/13
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ਯਜਮਾਤੀ
7/2/13

अनंत

22/12/20

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Rondhikumar
Thakur Bajirao
07/07/13 at 20/12
A. K. S. 8
72/13



20. 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, as amended from time to time. Finally the Court situated in Patna is the only last and final forum binding upon the parties.

Maa Vindhya Vasani Developers
Sanjay Kumar
07/02/2013
Managing Partner

Ashwani
7/2/13

SCHEDULE - I

All that piece and parcel of land approximately measuring 7 Kathas 10 Dhurs which is equal to 10209.375 Sq.Ft. situated at mauza ~~Dhanaut~~ presently known as Mahua Bagh, Tauzi No. 5554, Revenue Thana No. 20 (Twenty), Khata No. 460 (Four Hundred Sixty), Survey Plot No. 1570 (One Thousand Five Hundred Seventy) part, within limits of Patna Municipal Corporation, Patna and within the Jurisdiction Sub Registrar Danapur, Sadan Registry and District Patna and same is bounded as under :-

gauri kumar
7/2/13
7/2/13

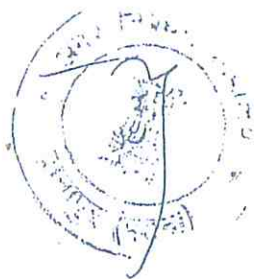
BOUNDARY

North	:-	Part Plot No. 1570 at present other purchaser
South	:-	Kaliket Sahkari Grih Nirman Samiti Ltd.
East	:-	Survey Ahar
West	:-	Part Plot No. 1570 at present other purchaser

37/5/13
7.2.13

7/2/13

The Value of property is Rs.1,34,77,000/- Rupees One Corore Thirty Four Lac Seventy Seven Thousand only according to valuation fixed by Govt. under MVR Thana Code No. 077.



Ranधीर कुमार
Shankar Bhatnagar Singh
07/02/13
7/2/13

(22)

Annexure-I
SPECIFICATION

Foundation	:	Earthquake proof RCC Group Pile as per structural design
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 (1:5) & Ceiling Cement (1:4)
Doors	:	Seasoned Salwood (wooden) Chowkhats framed with branded. factory made flush doors & panels with a coat of wood primer.
Windows	:	Aluminum Frame glass windows with grill.
Entrance Lobby	:	1. Impressive entrance lobby 2. Name plate directory 3. Name plate & Letter Box for each flat.
Flooring	:	cut Marble Tiles / vitrified Tiles.
Kitchen	:	1. Kitchen platform with Green Marble Top 2. Designer kitchen dado wall tiles upto height 2'. 3. High Quality taps 4. Provision for exhaust fan & washing machine. 5. S.S. Sink.
Bathrooms	:	1. A combination of designer tiles for bathrooms up to 7 ft 2. White/ coloured sanitary bath ware.

Maa Vindhya Vasani Developers
Sandeep Kumar
07/02/2013
Managing Partner

Ashwan
7/2/13

Yashwan
7/2/13
7/2/13

3/2/13
7-2-13

Ray
7/2/13
7/2/13

Randhir Kumar
Shankar Bajaj
07/02/13
07/02/13
7/2/13



(23)

- Electrical : 3. Hot & Cold mixer unit for M.bathroom.
4. High Quality taps
5. All fitting of ISI mark.
1. Concealed electrical copper wiring
2. Adequate A.C. points in each flat.
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
- Walls : All inside walls, ceiling in plaster of Paris and all external surface painted with weather coat.
- TV. Point : In all flats, 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. Fire fighting systems.
2. Standard quality Lift and Generator set (Sound proof, Diesel Generator) will be provided.
3. 24 Hrs. power backup for all flats shall be provided.
4. 24 Hrs. water supply for all flats shall be provided.
5. Magic Eye in main door in all flats shall be provided.
6. Common Toilet for servant and others.
7. Trees & Plants all around the complex

Maa Vindhya Vasani Developers
Saurashtra
07/02/2013
Managing Partner

Ashwan
7/2/13

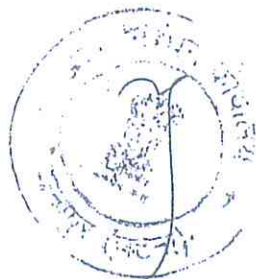
Yashvir, 7/2/13

7/2/13
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7/2/13

7/2/13
7/2/13



Ramdhari Kiron

Shakti Bhatnagar

07/02/13

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 OWNERS

WITNESSES :-

1. Dr. Ranjan 07/02/2013
2. यशवन्त 7/2/13
3. Jyanti Roy 7/2/13
4. Ashwari 7/2/13
5. Randhir Kumar Shukla
6. Bali Shukla 07/02/13
7. निकिता सिंह 7/2/13
8. अनु देवी 7.2.13

1- Sudhakar Mallick
 S/o. Dr. Anindha Malick
Mithilalotony
Nasir Garh
Patna -
07/2/2013

2- उमेश कुमार शर्मा
पिता - श्री जगन्नाथ शर्मा
ग्राम - 7/2/13 - शेरपुर
पत्ना - अनेर
जिला - पटना
7-2-2013

SIGNATURE OF DEVELOPER

Maa Vindhya Vasani Developers
Sunil Kumar
Managing Partner
07/02/2013



Endorsement of Certificate of Admissibility

Admissible under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I-A, No. '05'. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act Rs. 269540/-
Addl. Stamp duty paid under Municipal Act Rs. 0/-

Amt. Paid By N.J Stamp Paper Rs. 1000/-
Amt. paid through Bank Challan Rs. 269535/-

Registration Fee										LLR + Proc Fee		Service Charge	
FEE PAID	A1	0	C	0	H1b	0	K1a	0	Lii	0	LLR	0	700
	A8	0	D	0	H2	0	K1b	0	Liii	0	Proc.Fee	0	
	A9	0	DD	0	I	0	K1c	0	MB	0	Total	0	
	A10	0	E	250	J1	0	K2	0	Na	45			
	B	0	H1a	0	J2	0	Li	0					
	TOTAL-									295			
Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. -										995			

Date: 07/02/2013

Registering Officer
Danapur

Endorsement under section 52

Presented for registration at Registration Office, Danapur on Thursday, 07th February 2013 by Abhishek Ranjan S/O Sri Ral Anjani Kumar Sahay by profession Others. Status - Executant

Signature/L.T.I. of Presentant

Date: 07/02/2013

Registering Officer
Danapur

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Sudhir Kumar Mallick' age '37' Sex 'M', 'S/O Anirudh Mallick', resident of 'Nasriganj, danapur, patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the Instrument.

Date : 07/02/2013

Registering Officer
Danapur

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Danapur in Book 1 Volume No. 18 on pages on 81 -107 , for the year 2013 and stored in CD volume No. CD-3 year 2013 .The document no. is printed on the Front Page of the document.

Date : 07/02/2013

Token No. : 1046

Year : 2013

S.No. :

1046

SCORE Ver 3.0

Deed No. : 1002

Registering Officer
Danapur