



बिहार-BIHAR

क्रमांक 6450169 किंमत 1100 बस्त 1  
इसका नाम है यत...  
शुभ प्रसाद मुन्ना (कापलका)  
वसुदेव प्रसाद  
चन्द्रशेखर प्रसाद  
मुद्रांक विक्रेता, एनो नो 33/87  
कल्याणपुर कांठ, पटना

AE 641914

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT IS MADE ON THIS  
...18<sup>TH</sup>...DAY OF SEP...2019.

BETWEEN

1.Mr.Manohar Sahay Gaur 2.Mr. Krishna Murari Sahay Gaur 3.Mr. Gopal Sahay Gaur, all sons of Late Babu INDRAKESHWAR SAHAYGAUR, resident of Mohalla- Basantganj ,Pargana -Haweli P.S-TOWN , Anchal-Sadar, Darbhanga , District -DARBHANGA in the State of Bihar by Nationality-Indian, herein after referred to OWNER (Which term unless excluded by or repugnant to the context shall mean to include his heirs, executors, administrators, legal representatives, successors ,and assigns) of the one part.

Manohar Sahay Gaur  
18/9/19

Manohar Sahay Gaur  
18/9/19  
Krishna Murari Sahay Gaur  
18/9/19  
Gopal Sahay Gaur  
18/9/19  
Jaisri Shyam Homes Private Limited  
Manoj Kumar  
18/9/19  
(Director)

AND

M/S JAISRI SHYAM HOMES PRIVATE LIMITED.a company incorporated under the companies Act,1956 having its Registration no. U45200BR2010PTC015584 and having its office at 119, NARAYAN PLAZA EXIBITION ROAD Patna-800001,P.S.-Kotwali,District Patna, through its Director Mr. MAYANK MURARKA ,son of SRI DHRUV PRASAD MURARKA, Resident of mohalla D-401, KAUSHLYA ESTATE, BANDAR BAGICHA, PATNA PIN-800001 ,By Nationality-INDIAN; hereinafter referred to "DEVELOPER"(which term unless excluded by or repugnant to the context shall mean and included its/his heirs, executors, administrators, legal representatives, successors and assigns) of the OTHER PART.

WHEREAS the property more fully described in Schedule- A ,of this deed is the Ancestral property of land owners namely Mr. Manohar SahayGaur,Mr. Krishna Murari Sahay Gaur & Mr.Gopal SahayGaur all sons of late Babu Indrakeshwar SahayGaur for Great grandfather Babu Kalika Sahayfor whom the survey was recorded as Minahidar; raiyat and occupier of the landed property measuring an area of 14553sq.Ft.equivalent 33.41 Decimals, more or less in 16449(p), 16451(p), 16452, 16453(p), 16454, 16456(p), 16458(p), under Thana no. 458 situated at Mauza Haweli Darbhanga, Mohalla Basant Ganj, P.S. town ,Anchal .sadar, District Darbhanga, along with other properties and the said Babu Kalika Sahay owned and possessed the same as absolute owner thereof

AND WHEREAS, the said Babu Kalika Sahay died leaving behind only son Babu Lakhmeshwar Sahay and two grandson namely Babu Mahadev Sahay and Babu Visheshwar Sahay as his legal heir and successors governed by Hindu Mitakshra inheritance of law. Later on Babu Visheshwar Sahay also died issueless leaving behind only one brother Babu Mahadev Sahay as his legal heir and successor and since then Babu Mahadev Sahay owned and possessed the entire property as absolute owner thereof.

AND WHEREAS Babu Mahadeo Sahay had only two sons namely Babu Tarkeshwar Sahay and Babu Indrakeshwar Sahay and they jointly owned and possessed the same as absolute owner thereof.

*Gopal Sahay Gaur*  
15/11/19

*Manohar*  
18/11/19

Jaisri Shyam Homes Private Limited  
*Mayank Murarka*  
(Director)  
12/11/19

*Krishna Murari Sahay Gaur*  
18/11/19

AND WHEREAS, Babu Tarkeshwar Sahay also died issueless leaving behind his brother Babu Indrakeshwar Sahay and fore nephew namely 1.Mritunjay Sahay,2.ManoharSahay,3. Krishna Murari Sahay,4.Gopal Sahay as his legal heirs and successors and they jointly owned and possessed the same as absolute owner thereof

AND WHEREAS unfortunately Babu Indrakeshwar Sahay andMritunjay Sahay died on after another leaving behind ManoharSahay , Krishna Murari Sahay&Gopal Sahay and their legal heirs and successors and since then all of them jointly owned and possessed the same as absolute owner thereof.

AND WHEREAS,the owner covenant that the aforesaid property measuring an area of 14553 sq.ft equivalent to 33.41decimals is in his exclusive possession with absolute right title and interest and the same is free from all encumbrances ,debts ,lien, charges all attachments andin marketable condition and have in himself good right, full power and absolute authority and title to transfer in the whole or part of the said property as per schedule owned and possessed the same and he came and remained in peaceful physical and exclusive possession over the same as absolute owner.

AND WHEREAS,the land owner got their name by fixation rent oftheirproperty in circle office Darbhanga and where upon the revenue rent receipt has been issued in their names vide jamabandi no .24 .

AND WHEREAS, the LANDOWNER above named wanted to develop his land and for this purpose he approached several developer and after several rounds of negotiations the aforesaid developer offered to construct at their own cost a multi-storied residential building on the said land of the owner and give a part of the total built up are to the owners in consideration for the value of the said premises and to sell the remaining built up area of the building to prospective buyers.

AND WHEREAS ,the owner of the first part now has been agreed with the secondparty, the DEVELOPER undertake to make construction of multi storied building over the land fully described in schedule-1 of this deed after approval of the map by the competent authority over the proposed area and the same will be divided between the owner and the developer as 50% and 50% share respectively in the built-up area,parking space,common pool area

Krishna Murari Sahay Gaur  
1819119

Manohar Sahay  
18/9/19  
Gopal Sahay Gaur  
18/9/19  
Manojk Murari  
18/9/19  
(Director)  
Sri Shyam Homes Private Limited

meant for common purpose or,common benefits etc.and now landowner is ready to execute the present Deed of Development Agreement.

**NOW THESE PRESENCE WITNESSETH AS FOLLOWS**

1. That the DEVELOPER second party has agreed to develop and construct multi-storied residential building the said property fully described in scheduled-1 below at his own account and expenses and with their resources after obtaining all the requisites clearance permission ,sanction and approvals from Darbhanga Municipal Corporation ,/ concern legal authority ,and R.E.R.A etc.
- 2.That immediately after the execution development agreement, Developer shall expeditiously get a plan prepared in order to obtain maximum F.A.R as per BIHAR BUILDING BYELAWS 2014 for the benefit both the owner and the developer.
- 3 . That the owner have no objection if the aforesaid building plan are submitted to the local authority in the name of the owner and agreed to sign all such papers that may be deemed necessary by the owner and developer for the same .How ever all fees ,cost, charges and expenses relating to such approvals /sanctions shall be borne by the developer of its/his account and after execution and Registration of the Development agreement the Developer hereby entitled to sign the layout plan ,affidavit or any other documents regarding the construction of the Building which ever required by competent authority/local body with permission of land owner and the land owner have no objection for the same in future.
4. That it is further agreed that any alteration or revision of the said plan within the parameters of Darbhanga Municipal Corporation /competent authority is required and of there is an increase in F.A.R during the period of the construction or before,the share of the owner shall be proportionately increase in the constructed area.
5. That the owner within 30 days of date of execution & Registration of this development agreement shall put the Developer in actual peaceful

6/16/18  
Rajpal Singh

18/9/19  
Munish Kumar

Jaisri Shyam Homes Private Limited  
Hayansh Kumar  
(Director)  
18/9/19

Krishna Murari Sahay Gaur  
18/9/19

physical possession of the said property described in schedule-1 herein to enable the Developer to take up and proceed with the development, planning and construction of the said building in terms of this agreement and sanctioned plan.

6. That it has been agreed between the parties that the second party Developer shall complete the construction work within a period of Three year along with a further grace period of six months from the date of approval the map or fixed by the R.E.R.A. In case of non-completion of project the Developer will be liable to pay Rs. One Lac per month as compensation to the land owner till the handing over of the land owner till the completion of construction work .

7. That the proportionate share of the landowner and developer in the built up area of the project shall be in the ratio of 50% is to 50% that is to say the share of the land owner shall be 50% of the built-up area in several floor of multi-storied building and the rest 50% built-up area shall be Developers share.

8. That the Developer shall on completion of intended building and development work and after obtaining completion/occupation certificate from competent authority to deliver possession of 50% of the total construction area to the landowner including total parking area the common area meant for common purpose or common benefits shall form or to be deemed from adequate consideration for the total land area as aforesaid conveyed by the owner to the Developer.

It has clear that the entire cost of construction of afore said multi storied building will be borne and paid by the DEVELOPER.

9. That as per Apartment Act 2006, the owner and developer will have full right, title ,ownership, interest over the building area allotted to the owner and developer as his share of total build up area and the owner will be fully entitled to enjoy the above build-up area either themselves individually or collectively or will be fully entitled to transfer, convey, grant otherwise alienate or transfer or sell its interest in any manner as

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Krishna murari Salay BRAW  
18/9/19

Gopal Sanyal 6/16/18  
18/9/19

Manohar Kumar  
18/9/19

Jalsri Shyam Homes Private Limited  
Mayank Kurota (Director)  
18/9/19

deemed fit by the owner to any person, association of persons ,firms companies, govt. agencies etc.

Similarly the Developer will be also fully entitled to enjoy the above build up area either themselves individually or collectively or will be fully entitled to transfer , convey, grant otherwise alienate or transfer or sell its interest in any manner as deemed fit by the Developer to any person, association of persons, firms, companies, govt. agencies etc. on such terms and condition as may be decided upon by the owner and developer through registered or unregistered deed or deeds fully executed by the owner and Developer.

10. That the owner hereby assured that the agreement property is free from attachments charges and encumbrances till date if any the landowner hereby agreed to solve all litigations.

11. That the owner also assured that they have not created any encumbrances on the said property by way of sale, mortgage, lease, trust ,assessment right, lien leave, license, permission, rent, possession, charge, intermittence or any other encumbrances whatsoever.

12. That the owner shall at no time demand any sum of premium or any interest in any dealing regarding sale of developers area.

13. That the owner will not interfere in the execution of the work not put any hindrance in any of the activity of the Developer in development construction and sale of developer area of the aforesaid project .However the owner shall be free to visit the construction side any time any day to verified and supervise the quality of material to be used for construction. If material is not up to mark they should intimate the same to the Developer and suggest to use better quality materials.

14. That the both the party the owner and developer agreed upon the name of building as

Krishnamurari Salay Gaur  
18/9/19

Jaisri Shyam Homes Private Limited

Manoj Kumar  
(Director)  
18/5/19

Manoj Kumar

18/9/19

Deepal Sakay Gaur  
18/9/19

'SHREE SHYAM GAUR BHAWAN'

15. That after taking possession of the said property the Developer shall be free to do all acts, deeds and things required for development and construction of the said building at the developers own account and expenses, as per sanction plan of the Darbhanga Municipal Corporation /competent Authority.

16. That as per sanction plan of the Darbhanga municipal corporation/ competent Authority, Any deviation from the approved plan if made by the Developer, the Developer shall be solely responsible for the same. However landowner have share in the deviation portion of the building. But the landowner have no concern if any litigation arose then deviation the developer will face with the concerning authorities.

17. That the developer shall be entitled to enter into agreements for sale ,or otherwise allot flat, parking spaces comprise in the Developer area in the said building which is 50%of the total super built-up area part which does not from part of the owner area. The developer may enter into and shall exclusively be entitled to realize all amount receivable under such agreement, sale deeds, deeds of allotment etc. for development and construction of the said building and for its all use.

18. That similarly the owner shall be fully entitled enter into agreement for sale or otherwise allot flats, parking spaces ,comprised of the owners area in the said building which 50% of the total super built-up area and which does not part of the developers area. The owner may enter into and the owner shall exclusively be entitled to realize all amounts receivable under such agreement, sale deeds, deeds of allotments etc. for its /his all use.

19. That the landowner agree and undertake that they shall execute registered development agreement according to Bihar apartment Act 2006 and Rules, and in this act there is further no need of power of Attorney in favour of Developer.

Krishna Mewari Sahay Gaur  
18/9/19

Shree Shyam Gaur  
18/9/19

Manoj Kumar  
18/9/19

Shree Shyam Homes Private Limited  
Manoj Kumar  
18/9/19  
(Director)

20. That the developer here by agreed that he will not do any act of commission, omission, expressly or impliedly or directly or indirectly by which the owner right, title and interest over the said property may in any manner adversely affected until the Developer has given delivery of possession of the owners share.

21. That at the time of development work the whole responsibility is going to the part of developer not to the landowner regarding any accident occurred owing to the construction till the completion of the project by the developer aforesaid.

22. That in case any fine or penalty is impose on the said building for extra build up area constructed in excess of the sanctioned plan, then the same will be borne and paid by the developer.

23. That during the construction of the said building the developer may finance their aforesaid project to mortgage the said property to the extent of only the developers share with bank and/ or financial institution to obtained loan /working capital/ short term loan and also to obtain loan for purchaser of the flats etc. The developer further affirms and undertakes that all money obtained as loan by pledging, hypothecation or mortgaging the developer portion shall be exclusively invested for the development of the said premises only and such money shall not be diverted or invested in any other project work or utilize other purpose of the developer and The liability to repay will be the developer. The owner will not be liable for any loan taken by Developer.

24. That in case there be any defect in the title of the owner or thereby any liability or any encumbrances , then in such event, the developer shall inform to the owner and owner will clear all defects in reasonable time.

25. That all out going rents ,taxes, duties if any on respect of said property and any existing buildings thereon ,till the date of this agreement shall be borne and paid by the owner and the outgoing after

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Krishna Manari Sahay Gaur  
18/9/19

6/1/19/19  
18/9/19  
Kripal Sahay Gaur

Manoj Sahay  
18/9/19

Jaisri Shyam Homes Private Limited

Hayank Kumar  
18/9/19  
(Director)

the date of this agreement till the delivery of possession of the owners area shall be borne and paid by the developer.

26. That with the consent of the land owners the developer here by agreed to distribute their shares before construction and completion of the project there was made memorandum of share division between the landowner and the developer regarding his respective share. The developer and the landowner shall be the absolute owner of his share accordingly as the Bihar Apartment ownership act 2006

27. That the landowner and the developer here by decided that before multi-storied construction the developer has to develop three B.H.K. house (i.e near about 1000 sq. ft) for the use of landowner otherwise the developer to pay rs.1000000(ten lac rupees only) to the landowner ,against the cost of demolish old house material and for residential rent to the landowner till the construction work and handover possession to the landowner to their respective share.

28. That the land owner hereby undertake to hand over the land and the house after execution and registration of the development agreement the developer here by authorized to demolish the old structure and the developer hereby entitled to sell and disposed off the entire goods/brick/iron rod/wooden door window, etc. of the dismantled House.

29. That the land owner is executing this development Agreement regarding their share measuring an area of 14553 sq. ft. equivalent to 33.42 decimals more or less under this Development Agreement, the description of which is described in detail in the schedule-A

30. That in case of any dispute or difference between the parties arising out of relating to this development agreement, the same be settled by reference of the dispose or difference to the Arbitrators appointed by both the parties and such arbitration shall be conducted under the provisions of the Indian Arbitration Act, 1956 or as amended from time to time. Finally the jurisdiction of civil court situated at DARBHANGA, in the

18/9/19  
Rajpal Sahay Gaur

18/9/19  
Nandkishore

18/9/19  
Mayank Murarka  
(Director)  
Jisri Shyam Homes Private Limited

Krishna Mawari Sahay Gaur  
18/9/19

state of Bihar shall be the only last and final forum binding upon the parties.

31. That the Developer agreed to handing over of the owner's area to the owner after completing the construction work and getting occupation certificate from concerned authority prior to handing over the flat to any purchaser.

32. That the Developer agreed and undertake that the Developer shall cause to register an Association of Apartment owner's as required under the BIHAR APARTMENT OWNER SHIP ACT.2006 before occupancy certificate for 50% or more of the floor area is given. The Developer shall also submit a copy of the agreement it has entered into with owner's society. This agreement shall contain the terms of maintenance of public utilities.

33. That the owners will hold the owner's area on the terms and condition mentioned herein above. The owners will also become members of association and they will be entitled to all common facilities in the building complex intended for the utilization of the occupants of the building on the usual terms and conditions applicable to all for such utilization. The owners will also be entitled for equitable undivided proportionate share in land as per law.

34. That the owner and their nominees will have the same rights, title and interest to use and enjoy all the common pool area. Stair cases, common parking space, common passages, lobbies and roof etc. as the developer and/or their nominees

35. That the Developer agreed and undertake that quality of material and workmanship the construction of Building shall be of good quality conforming generally to the standards of public work department and Indian standard specification and safety of National building code.

36. That the Developer agreed and under take that the project report regarding F.A.R. from Darbhanga Municipal Corporation/ the certificate of the architect regarding build up area, common area and super build up area, should be included in the floor plan annexed along with this agreement and should be part of this agreement.

37. That if any breach of this agreement/any clause in this agreement is done by the developer, the owner is entitled to cancel this agreement and resume possession of the land handed over to the developer by the

Krishna Munari Sahay Gaur  
18/9/19

61/6/21  
15/9/19  
S. P. Sanyal

18/9/19  
Munari Sahay

Shyam Homes Private Limited

Mayank Munari  
(Director)  
12/9/19

Owner under this agreement whatever the shape the same will be without payment of any compensation to the developer by the owner.

38. That if any breach of this agreement/ any clause in this agreement is done by the owner, the developer is entitled to cancel this agreement and the owner is liable to pay the actual amount invested by the developer along with bank interest and the developer should handover the land back to the owner.

39. That the owner and the developer will meet on a regular basis to review the work and progress of the project so that there is no gap/ misunderstand between the two and also so that the project is not hampered by non-cooperation from either of the two parties.

### Schedule A

All that piece and parcel of land, property, will structure, right, title, interest with possession therein including all kinds of easements, measurement an area of 14553 sqft. (more or less), equivalent 7K,13DH,18DHR, of landed property, as width east to west -90', and length north to south- 158'10"~166' (more or less), which has been shown in Block No.- 1,5,5(a) with red color in map which is a part of this development agreement and a portion of Miljumlay (among) Keshara (Plot)No.16448,16449,16450,16451,16452,16453,16454,16455,16456,16458,16723 & 16724 area of 15K,18DH,58DHR, out of this 6K,18DH,38DHR has been sold out to some prospective buyers and rest of remaining area 9K,20DHR situated at muaza Haweli, Mohalla- Basantganj, P.S Town Anchal Sadar District Darbhanga, its Jamabandi No.-24 and out of 9K, 20DHR we are giving 7K,13DR,18DHR. to Developer for developing as same as bounded as follows:

### Boundary

NORTH- Main Road.

SOUTH- Rasta.

EAST- NIJ Landowner house and Garden

(Plot No. 16448, 16499(P), 16450, 16451(P), 16453(P) ).

WEST- HAL Kharidar, sri Radhashyam Karodia & Smt. Meena Tibrewal

(Plot No- 16455, 16456(P), 16458(P))

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Krishnamwari Sakay Gaur  
18/9/19

Jaisri Shyama Homes Private Limited  
18/9/19 (Director)

Ropal Sakay Gaur  
18/9/19

Manish Sakay  
18/9/19

## SCHEDULE-B

### MATERIAL DETAILS:-

The reinforcement used will be of approved quality and specification and that from the standard make FE 550 to 600.

The Stone Chips (BLACK) of the suggested grade will be used.

The Sand will be used of koilwar/sone sidings as per specified grade

The cement in the construction will be used of A-GRADE from the brand like Lafarge , Ultratech, etc.

Roof and toilets with water proofing compound

Vitrified tiles & Glazed tiles will be of Kajaria/somani or equivalent brand

Kitchen top/common flooring & stair will be granite Finish

Sanitary & Fittings of CERA, Hindware, Parryware or equivalent brand .

Fittings of Jaguar, Essco or equivalent brand

Electricity fittings with copper wire of Anchor/Havells

Security with Intercom & c.c. camera facility

Lift of OTIS/ KONE/ JHONSON or standard make.

Generator (Kirlosker/Green/Eicher)

### THE SPECIFICATION FOR THE CONSTRUCTION OF THE APARTMENT

1. Foundation : Earthquake Resistant R.C.C. Pile Foundation As Per the structure design after soil test.
2. Structural : R.C.C. Framed work As Earthquake Resistant.
3. Civil Work : 5"/10" NO.1/Mitha pagg Brick work as designed by thee engineer.
4. Doors : 30M.M waterproof flush Door and Laminated with Sakhua/Malasiyan sal wood chaukhat.
5. Window : Aluminum Window.
6. Toilet: Glazed tiles upto 7 ft. with wash basin, shower, W.C (I.W.C) in common toilet and White E.W.C. in master bedroom, with hot and cold water

Krishna Munari Sahay Gram  
1819119

18/12/19  
Gopal Sahay Gaur

18/12/19  
Mustafa

18/12/19  
Manshi Shyam Homes Private Limited

Manshi Shyam Homes Private Limited  
Manshi Shyam Homes  
(Director)

- 7. Kitchen : arrangement in shower with internal and external UPVC/ PVC pipe connection.  
: Working platform of granite top with stainless steel sink glazed tiles up to 2 ft. height above working top.
- 8. Electrical : concealed P.V.C conduit with copper wiring and Modules electric assessors adequate light, pore points,
- 9. Finish : All internal walls and ceiling in plaster / P.O.P.
- 10. Wash Basin : Wash basin with plumbing connection to be provided in the Dining spaces as well as in the toilets.
- 11. The Fire : Fighting System will be provided as per the instruction and guidelines for the proposed Building.

6/16/18  
18/1/19  
Rajal Sakay Gaur

14. OTHER FEATURE :-

- (a) 24 hrs. water supply from own tube well and over head water tank.
- (b) Generator facilities (400 watt connection in every flat
- (c) Telephone pt. not connected at two points.
- (d) intercom facility and C.C.T.V facility
- (e) T.V . cable point in drawing room& master bed room
- (f) lift, suitable as per requirement will be provided in the building.

18/9/19  
Koushik

Krishna Murari Sakay Gaur  
18/9/19

Shyam Homes Private Limited  
Mayank Suresh (Director)  
18/5/19

IN WITNESS WHEREOF the parties hereto have executed this  
Development Agreement at DARBHANGA on the 18...Day,  
SEP.....Month, ...2019.....Year first above written.

(I) Mr. Manohar Sahay Gaur Manohar Sahay Gaur  
18/9/19

(II) Mr. Krishna Murari Sahay Gaur Krishna Murari Sahay Gaur  
18/9/19

(III) Mr. Gopal Sahay Gaur Gopal Sahay Gaur  
18/9/19  
Jaisri Shyam Homes Private Limited  
Mayank Murarka (Director)  
18/9/19

SIGNED SEALED & DELIVERED BY  
THE OWNERS IN THE PRESENCE OF

SIGNED SEALED & DELIVERED  
BY THE DEVELOPER IN THE  
PRESENCE OF

WITNESSES:-

1. Dhruv Prasad Murarka  
A-401, Kaalbya Estate, Patna.  
Dhruv Prasad Murarka  
18-9-19

2. Thomas Neeg  
R/O Ashanya Apartment  
H-67 Colony.  
Thomas Neeg  
18/9/19