

34487

Grant

Book No. :- 1 Deed No. 28709

Serial No. 34487

Deed No. 28709



Govt. of Bihar
District Registry Office, Patna

Summary of Endorsement

This document was presented for registration on 08/11/2012 by Badrinarayan Prasad Choudhary

A stamp duty of Rs. 1100200/- and other fees of Rs. 1179/- 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. 28709 in Book No. 1, Volume No. 554 on pages from 1 to 15 and has been preserved in total 15 pages in C.D. No. 86 / Year 2012

SCANNED

Date: 08/11/2012

Token No: 35327 / 2012

Signature with Date
(Ashok Kumar Thakur)
Registering Officer, Patna

[Handwritten signature]
08/11/12

[Handwritten signature]
08/11/12

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08/11/12

[Handwritten initials]

य. उ. बिहार एमआर डीआर डीआर

08.11

DEVELOPMENT AGREEMENT

THIS INDENTURE OF DEVELOPMENT AGREEMENT MADE AND ENTERED INTO THIS 08th DAY OF NOVEMBER YEAR 2012.



[Handwritten signature]
9-11-12

For Soho Infrastructure Pvt. Ltd.
[Handwritten signature]
08/11/2012

T 35327 / 2012

08/11

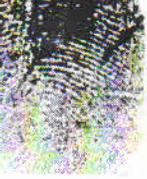
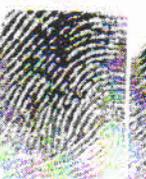
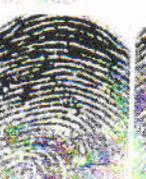
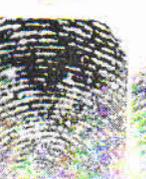
District Registry Office, Patna

Token Number 35327

Reg. Year 2012

Serial Number 34487

Deed Number 28709

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Vijay Kumar						
Sig.	<i>[Signature]</i> 08/11/2012						
Executant	Randhir Prasad Choudhary						
Sig.	<i>Randhir Prasad Choudhary</i> 8.11.12						
Identified By	Munchun Kumar Singh						
Sig.	<i>Munchun Kumar Singh</i> 8.11.12						
Presented	Badrinarayan Prasad Choudhary						
Sig.	<i>Badrinarayan Prasad Choudhary</i> 08-11-12						
Executant	Ranchor Prasad Choudhary						
Sig.	<i>Ranchor Prasad Choudhary</i> 08-11-12						
Executant	Badrinarayan Prasad Choudhary		N/A	N/A	N/A	N/A	N/A
Sig.	<i>Badrinarayan Prasad Choudhary</i> 08-11-12						
Executant	Ranjit Kumar Choudhary						
Sig.	<i>Ranjit Kumar Choudhary</i> 08/11/12						
Executant	Ranvir Choudhary						
Sig.	<i>Ranvir Choudhary</i> 8/11/12						

SCORE Ver.3.0

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Biometric Captured By 2800sop010

BETWEEN

- (I) MR. BADRINARAYAN PRASAD CHOUDHARY, son of Late Ram Kishun Choudhary,
- (II) MR. RANCHOR PRASAD CHOUDHARY, son of Mr. Badrinarayan Prasad Choudhary,
- (III) MR. RANDHIR PRASAD CHOUDHARY, son of Mr. Badrinarayan Prasad Choudhary,
- (IV) MR. RANJIT KUMAR CHOUDHARY, son of Mr. Badrinarayan Prasad Choudhary,
- (V) MR. RANVIR CHOUDHARY, son of Mr. Badrinarayan Prasad Choudhary,

All resident of Muradpur, P.S. – Pirbahore, Town and District – Patna in the state of Bihar hereinafter called the OWNERS (which expression unless repugnant to the context shall mean and include his heirs, executors administrators, legal representative, assignees and successors in interest) ----- FIRST PARTY/PARTY OF THE FIRST PART.

AND

SOHO INFRASTRUCTURE PRIVATE LIMITED, registered under The Companies Act, 1956, having its registration No. **U- 45200-DL-2006-PTC-155515** and having its Head office at Soho House, Plot No.69, Gyan Khand-I, Indirapuram, Ghaziabad in the state of Uttar Pradesh, PIN - 201012, through its Authorised Representative **MR. VIJAY KUMAR**, son of Mr. Indrasan Singh, at present residing at B/11, Vivek Vihar Road No.1, Hanuman Nagar, P.S. Patrakar nagar, Kankarbagh, Town and District – Patna in the state of Bihar, PIN - 800020. As per resolution of the Board of Governing Body of aforesaid Company Dated 21.01.2012, it has right to develop the multistoried Building. Further the power has been conferred upon the Authorised Representative, namely **MR. VIJAY KUMAR**, of M/S Soho Infrastructure Pvt. Limited, hereinafter called and referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to include assigns successors in office and representatives/ assigns and/ or successors in interest) to enter into this agreement on behalf of the CompanySECOND PARTY/PARTY OF THE SECOND PART. **PAN – AAKCS 3998 J.**

WHEREAS the first party is the owners of the land admeasuring 22 (Twenty Two) Kathas equivalent to 68.75 Decimals situated at Vijay Nagar, P.S. – Patrakar Nagar, Town and District – Patna in the state of Bihar, The Land bearing Mauza – Sadikpur Yogi, Thana No. 9 (Nine), Cadastral Survey Plot No. 5 (Five), Khata No. 3 (Three), Tauzi No. 272 (Two Hundred and Seventy Two) under Patna Municipal Corporation.



Signature
08-11-12

Ranchor Prasad Choudhary 08/11/12
Randhir Prasad Choudhary 08/11/12
Ranjit Kumar Choudhary 08/11/12
Ranvir Prasad Choudhary 08-11-12

For Soho Infrastructure Pvt. Ltd.
[Signature]
08/11/12
Authorised Signatory

WHEREAS the land owners are the absolute owners of the aforesaid property and are in peaceful possession of the same as exclusive owners and are entitled to deal with the property. The said property is fully described in Schedule No.1 of the deed and it will be referred hereinafter as the "said property" and for which the owners have not entered into any agreement for sale of the said property with any party nor have made any agreement with any one for the purpose of development etc.

WHEREAS Sri Badri Narayan Prasad Choudhary (Owners NO. 1) purchased the property fully described in Schedule No. 1 of this deed through registered sale (1) Deed No.2529 dated 28.03.1968 / registered on 02.05.1968 vide Book No.1, Volume No. 74 Page No. 549 to 555, (2) Deed No. 4820 dated 15.05.1968 / registered on 13.06.1968 vide Book No. 1, Volume No.112, Page No. 24 to 32 and (3) Deed No. 7677 dated 03.07.1968 / registered on 29.07.1968 vide Book No. 1, Volume No.120, Page No. 200 to 207 registered at district registration office Patna Sadar and thus Sri Badri Narayan Prasad Choudhary came in physical and peaceful possession of said property which was family arrangement among his family members including Ranchhor Prasad Choudhary, Randhir Prasad Choudhary, Ranjit Kumar Choudhary and Dr.Ranvir Choudhary, mutated their names in the office of circle officer, Patna Sadar vide jamabandi No-37,38,39 and 40 respectively and paying taxes under receipts.

AND WHEREAS the owners namely Sri Ranchhor Prasad Choudhary, Sri Randhir Prasad Choudhary, Sri Ranjit Kumar Choudhary and Dr.Ranvir Choudhary have decided to develop the said property through a reputed and experienced developer and thereafter on being approached by this developer, the owners being the absolute owners of said property having the same in their peaceful possession and the said property being free from any encumbrances, charges, liens, attachment, litigation whatsoever and there also being no notice of requisition or acquisition or acquisition from the Government authority/authorities in respect to the said property, agreed to give the said property to the developer for developing and construction of multistoried Building consisting of three towers and developer has also agreed to take up the development and construction of residential multistoried building consisting of residential flats upon the said property on the terms and conditions given hereunder.

Ranvir Choudhary
08/11/12
Ranchhor Prasad Choudhary
08-11-12

Randhir Prasad Choudhary
08/11/12
Ranjit Kumar Choudhary
08/11/12

For Soho Infrastructure Pvt. Ltd.
08/11/2012



Signature
08-11-12

AND WHEREAS the aforesaid developer offered to construct at his own cost a multistoried residential building complex consisting of three towers, in the said piece of owners' land, fully described in Schedule-1 (hereinafter referred to as "the building") after which the developer shall hand over 51% of the total built up area of the building (51% of total built-up area as approved by the concerned Authority) with proportionate share in land to the owners and the developer shall be entitled to receive the remaining 49% of the total built up area with proportionate share in land and building. Apart from the share of 51% of built up area in the developed building, the developer will also pay a consolidated amount for entire land rupees fifteen lakhs only as non-adjustable or non-refundable amount to the land owners by demand draft/cheque/cash.

w. - Moh Kumar 8-11-12
 f. Late Premchand Singh
 11-11-12

And whereas the land owners have authorised the Developer herein to file all the return of their total land holding as per section 6(1) of the Urban Land (Ceiling & Regulation) Act, 1976 with the Competent Authority under the said Act, and have also submitted the scheme under Section 21 of the said Act to the said Competent Authority, thereby requesting the Competent Authority to permit the Developer to develop the property as per scheme within 15 days after commencement of this agreement.

Ranjay Choudhary 8/11/12
 Ran Chhar Prasad Choudhary 08-11-12

And whereas the developer has undertaken to take the necessary permission of the Urban Land Authorities, the Clearance Certificate from Income Tax Authorities and necessary permission from the Authorized Officer appointed under the State Laws and municipalities in relation to the development and construction of the said multi-storied building and to comply with all other provisions of the law, both Central and State.

Randha Pd Choudhary 08/11/12
 Ranjit Kumar Choudhary 08/11/12

NOW THIS DEED WITNESSETH AND IS HEREBY AGREED AND DECLARED BY AND BETWEEN PARTIES HERETO AS FOLLOWS:-

1 That land owners and developer have expressly agreed the distribution of share in building/premises constructed and developed thereon aforesaid property in ratio of 51% for land owners fully described in Schedule – II of this deed and the rest 49% for developer fully described in Schedule – III of this deed.

2 That both the parties have mutually agreed that 51 % share which is to be given to the land owners as described in Schedule – II of this deed shall be constructed as per specifications given in Schedule – IV of this deed but in case, at the time of construction, the land owners demand the quality and constructions that costs more to the

For Soho Infrastructure Pvt. Ltd.
 08/11/2012

Handwritten signature and date 08-11-12

the land owners demand the quality and constructions that costs more to the specification made in Schedule - IV of this deed, the difference of amount to the actual construction cost shall be paid by the land owners to the developers and if it costs less to the specification made in Schedule - IV of this deed the builder shall pay the difference of amount as per the market rate to the land owners. The said difference of amount shall be calculated as per market rate at the time of finalization of construction and the same shall be paid at either part before possession.

3 That it is agreed and settled that the developer shall develop the said property ensuring the construction to the maximum permissible Floor Area Ratio (hereinafter referred to as F.A.R) and accordingly development plan shall be made and submitted to the competent sanctioning authority i.e. Patna Municipal Corporation or any govt. agency and if in future, there is any change i.e. increase or decrease in F.A.R till the completion of the project, the land owners and the developer will also have the proportionate share in building area so increased or decreased in ratio of 51:49.

4 That the developer shall construct and develop the entire building at its own expenses upon the aforesaid property and physical vacant possession of the land described in the Schedule No.1 hereto shall be given by the owners to the developer immediately after approval/sanction of plan/map by competent authorities i.e. Patna Municipal Corporation, Fire or any other govt. agency.

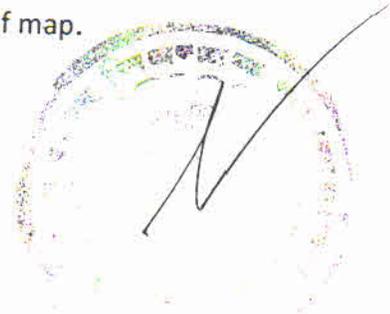
5 That the 1st party reserves the right to take back his entire land mentioned in Schedule-1 if the Developer does not prepare the plan and apply for passing to the competent authority within a period not exceeding six months from the date of execution of this development agreement .

5 That the developer will appoint an Architect at its own cost for preparing the plans, designs, drawings and elevation of the intended building complex, with the consent of owners including the specification of the works to be done and of the materials to be provided for the said intended building complex of good quality.

6 The developer shall, submit the building plan prepared by the said Architect and agreed and consented by the owners to Patna Municipal Corporation and other authorities, if any, as required under Bihar Apartment ownership Act,2006 for approval / sanction of map.

Ramesh Chandra Kumar
Rajit Kumar Choudhary
08/11/12
08/11/12
Ramesh Chandra Kumar

For Soho Infrastructure Pvt. Ltd.
08/11/12



Ramesh Chandra Kumar
08-11-12

7 The owners will allow every facility to the developer, their staff, workers, Engineer, Architect and Agents etc. to enter into and utilize the premises of the said property to enable the developer to carry out the various development works as required and stipulated in the agreement.

8 That subject to force majeure clause that circumstances beyond the control for the developer, the total time for the construction shall be three-years from the date of approval of the map by PMC / Competent Authority with further grace period of six months for completing the project. The above clause shall be binding on the developers, but the same shall be inoperative if due to natural calamity or any hindrance by the Government or other authority.

9 That both the parties have mutually agreed that the possession of flats shall be made on the basis of 1:1 ratio i.e. out of each two constructed flats, first flat shall be given to the land owners and second shall be given to the builders.

10 That the developer or the buyers of developer's flats shall not be entitled to sell or mortgage the owners share or interfere with owners's portion. Both the parties shall take care that no purchaser of their flats, in any manner, does mortgage any common area whatsoever.

11 It is hereby expressly agreed and declared by the owners that after the delivery of possession of 51% share in built up area to them on priority basis by the developer as stated above in, the said building complex situated over the said property mentioned in Schedule -1, the developers may deal its share in built up area including, flat parking space in any manner, including sales or transfer to buyers or the society or societies or incorporated body and the owners will have no claim in respect of the proportionate share of 49% of the flats and built up area allotted to the developer as stated above. The delivery of possession of flats will be made on priority basis to the party of the first part before giving possession to Purchasers of Developer share.

12 That the owners and developer shall have the similar proportionate share of 51 and 49 % respectively on the entire roof portion of all the three buildings constructed thereon. If the concerned Authority further permits to construct over the roof of the building. Flat Owners / Purchasers shall have no say whatsoever in the roof right of aforesaid building complex. However, purchaser of land owners share may request land owners for permission to organize function or such thing on roof top.

Govind Choudhary
08-11-12

Ran dhyal Choudhary
08-11-12
Ranjit Kumar Choudhary
08-11-12

For Soho Infrastructure Pvt. Ltd.
Vijay
08-11-12



Ranjit Kumar Choudhary
08-11-12

13 The developer has expressly agreed to construct a "PENT HOUSE" measuring 1500-2000 sq.ft. approx on roof portion of land owners block as goodwill gesture beside agreed share of 51% of built up area allotted to owners.

14 That land owners hereby irrevocably undertake not to sell, dispose off, alienate the possession of the said vacant land or any part thereof and further undertakes not to do so after putting the developers in possession thereof for the purpose of development, pursuant to this agreement but after the construction of the said Multistoried building and allotment of the share as stated above of the land owners, the land owners will have full right, interest, title and possession of their 51% share of flats and other spaces of the said constructed multistoried building with full right to sell, dispose off the same to any one in any manner with regard to their aforesaid proportionate share.

15 It is expressly agreed by the owners that they will co-operate in taking all steps to transfer agreed 49% of the built up area in the building complex after completion and fulfillment of all conditions stipulated in this development agreement with regard to the said proportionate share of the developers, in favour of the developer and/or its nominee at the cost of the developer/its nominees.

16 It is also agreed between the parties that in the event of the land being subject to any fee/ charges relating to the development of the property, the developers shall bear it fully and pay for the same; however taxes or other charges of the past before the execution of this agreement will be borne by the owners themselves.

17 The developers shall develop the said property in the name of "Badri Narayan Enclave" and the entire building constructed including the share of the builder and owners will be named as "Badri Narayan Enclave" and the entire cost of the same shall be borne and met by the developer alone.

18 The developer shall alone be responsible and liable to govt., P.M.C and other concerned authority for the development of the said property and shall alone be liable for the total loss if any due to its fault or for any claim arising from any fault of the developer (accident etc.) regarding the development of the said property.

19 In case of any difference arising out of or relating to the land or construction of the intended building thereon covered by this agreement or relating to the interpretation of any one or more clauses and conditions herein contained or relating to any matter whatsoever arising out of this development agreement, such differences and disputes shall be settled by three arbitrators to be appointed and nominated in the

Ranjit Kumar
08.11.12
Ranjit Kumar

For Soho Infrastructure Pvt. Ltd.
Vijay Kumar

Ranjit Kumar
08-11-12

27 That, no change, modification or alterations to this agreement shall be done without written consent of the owners and Developer. The parties here to undertake not to contravene any of the terms / condition of this agreement.

28 That developer will give a sum of consolidated amount as per stipulation to the owners, which is non refundable. Schedule of the payment would be as thus:-

(a) 50% of the total consolidated amount will be paid at the time of Bhoomi Pujan at the site.

(b) The rest 50% of the total consolidated amount will be paid at the time of first floor roof casting.

This agreement has been prepared and typed with the consent of both the parties hereto who have put the signature voluntarily out of free will without any threat or coercion in presence of witnesses and witnesses have also put their signature in presence of the parties hereto after having been fully acquainted with contents and finding them true and correct.

SCHEDULE NO. - I

DESCRIPTION OF THE LAND UNDER THIS DEVELOPMENT AGREEMENT

All that piece and parcel of vacant land measuring 22 (TWENTY TWO) KATHAS equivalent to **68.75 DECIMALS** situated at Vijay Nagar, P.S. – Patrakar Nagar, Town and District – Patna in the state of Bihar, The Land bearing Mauza – Sadikpur Yogi, Thana No. 9 (Nine), Cadastral Survey Plot No. 5 (Five), Khata No. 3 (as per register-II and L.P.C.) / 4 (as per deed), Tauzi No. 272 (Two Hundred and Seventy Two), and within the jurisdiction of Sub Registrar and District Registrar – Patna in the state of Bihar, within the limit of Patna Regional Development Authority (Now Dissolved) / Patna Municipal Corporation and entire land is bounded as follows :-

- : BOUNDARY :-

- NORTH :- Private Rasta.
- SOUTH :- Branch Road.
- EAST :- Bhagwat Prasad Rai and Others.
- WEST :- Private Rasta.

Note – Government Valuation is mentioned at M.V.R. Code – 556 of 2012-2013.

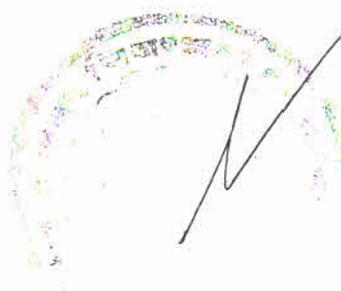
Government valuation of property fully described in Schedule No.-I Rs. 55005000/-

with Gubrah Samrat
S/O Raj Kumar
Akhil
Road No. 4A

with Choudhary
Raj Kumar
08-11-12

Ranvinder K. Choudhary
Ranjit Kumar Choudhary
08/11/12

For Soho Infrastructure Pvt. Ltd.
08/11/12



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SCHEDULE - II

51 % OF LAND OWNERS'S SHARE IN PROPOSED "BADRI NARAYAN ENCLAVE"

Entire Block 'C' measuring approximately 7706 Square feet each floor X 4 = 30824 Square Feet approximately and southern portion of Block 'B' (50%) measuring 2002 Square feet approximately each floor X 4 = 8008 Square feet approximately.

Total Area to be given to land owners: 38832 Square feet approximately or 51% of total built up area as approved by the concerned Authority.

Ranjit Kumar Choudhary
8/11/12
Ranjit Kumar Choudhary
08-11-12

SCHEDULE - III

49 % OF DEVELOPER'S SHARE IN PROPOSED "BADRI NARAYAN ENCLAVE"

Entire Block 'A' measuring approximately 7402 Square feet each floor X 4 = 29608 Square feet approximately and northern portion of Block 'B' (50%) measuring 2002 Square feet approximately each floor X 4 = 8008 Square feet approximately.

Total Area to be given to land owners: 37616 Square feet approximately or 49% of total built up area as approved by the concerned Authority.

Ranjit Kumar Choudhary
8/11/12
Ranjit Kumar Choudhary
08/11/12



For Soho Infrastructure Pvt. Ltd.
[Signature]
08/11/2012

[Handwritten signature]

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. 1100200/-
Addl. Stamp duty paid under Municipal Act Rs. 0/-

Amt. Paid By N.J Stamp Paper	Rs.	0/-
Amt. paid through Bank Challan	Rs.	1101379/-

Registration Fee										LLR + Proc Fee		Service Charge	
FEE PAID	A1	175	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	54			
	B	0	H1a	0	J2	0	Li	0					
	TOTAL-										479		

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 1179

Registering Officer
Patna

Date: 08/11/2012

Endorsement under section 52

Presented for registration at Registration Office, Patna on Thursday, 08th November 2012 by Badrinarayan Prasad Choudhary S/O-Laet Ram Kishun Choudhary by profession Others. Status - Executant

08-11-12

Signature/L.T.I. of Presentant

Date:08/11/2012

Registering Officer
Patna

Endorsement under section 58

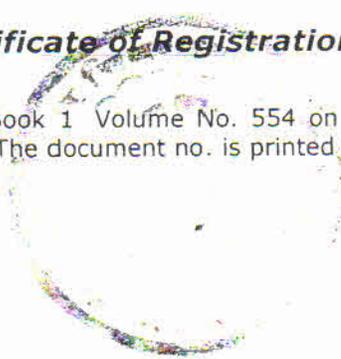
Execution is admitted by those Executants and Identified by the person (Identified by 'Munchun Kumar Singh' age '31' Sex 'M', 'S/O-Parmanand Singh', resident of 'Hanuman Nagar,patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 08/11/2012

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 554 on pages on 1 -15 , for the year 2012 and stored in CD volume No. CD-86 year 2012 .The document no. is printed on the Front Page of the document.



Registering Officer
Patna

Date : 08/11/2012

Token No. : 35327 Year : 2012 S.No. : 34487 SCORE Ver.3.0 Deed No. : 28709