

निबंधन BIHAR

क्रम संख्या 19925 तिथि 14.12.2010 मूल्य ₹5000 शीट संख्या 1 हजारीबाग 37204

लेखा का नाम एवं पता ० अवि-1131 अपेक्षित ० ०० ०

CA162 पी एन टेलर्स, पटना

रमेश प्रसाद, मुद्रांक विक्रेता

3 DEC 2010

Summary of Endorsement

This document was presented for registration on this Tuesday, the 14th of December 2010 by S Sinha.

A stamp duty of Rs. 46440/- and other fees of Rs. 604/- has been paid in it.

The document was found admissible. The names, photographs and fingerprints and signatures of t executants, and their identifier, who have admitted execution before me, are affixed on the reverse page.

The document has been registered as deed no. 29703 in Book No. 1, Volume No. 483 on pages fro 502 to 513 and has been preserved in total 12 pages in C.D. No. 75 / Year 2010.

SCANNED

सहायक

SOORE Ver- 2.1

राष्ट्रीय सूचना विज्ञान केन्द्र, बिहार

Date : 14/12/2010 Token No. : 35782 / 2010

Signature with se
(Ajay Krishna Mishra
Registering Officer, Pa

Sri Avas Infrastructure Pvt. Ltd.
Managing Director

DEVELOPMENT AGREEMENT

This development agreement made and entered into this the 14th December, 2010 at Patna.

BETWEEN

Smt. Sati Sinha wife of Sri Binay Kumar Azad, Resident of Village – Hansapur, Masaurhi, District- Patna,

hereinafter called the "Land owner" which expression shall include her legal heirs, legal representative executors, administrators, called owner **FIRST PARTY.**

AND

M/S Sri Avinash Infrastructure Pvt. Ltd, having its registered office at CA/62, people's Co-operative Colony, Kankarbagh, Patna-20 & corporate office at 435 ADISONS ARCADE, Fraser Road, Patna, Through its Managing Director Dr. Manindra Nath Mishra Son of Late Sham Nath Mishra, Resident of CA/62, People's Co-operative Colony, Kankarbagh, Patna-20, hereinafter called the "Developer" The Developer terms shall unless excluded or repugnant to the subject or context mean and include the developer alone and its legal heirs and legal representatives successors and assign of the **SECOND PART, called Developer, Second Party.**

Whereas, the owner is seized and possessed with vacant land being Tauzi no – 164, Khata no – 83, plot no - 243(part) Area 3 katha situated at Kankarbagh, P.S.- Patrakarnagar, in front of 20 ft. wide road as detailed below in this indenture.

SCHEDULE-1

The following is the details of vacant land of first party bearing Khata no.- 83, Tauzi no. - 174, Plot No- 243, Thana No.-25, Thana Code No.- 349, P.S.-Patrakarnagar at Kankarbagh, Mohalla- Dusadi Pakri, Measurement of Land- Area 3 Katha, District- Patna, which is bounded as follows:-

North :- 20 Feet Wide Road.
South :- Plot no. 249
East :- Plot no. 242
West :- Plot no. 243 & 244

Govt. Value is Rs. 23,17,000/- (Rupees Twenty Three Lacs Seventeen Thousand) only.

Annual rent payable to Bihar Govt. through C.O. Patna Sader Rs.1.50/-

And whereas, the owner of first part after due negotiation and consultations between first party and second party decided to get the property of this development agreement improved and develop from / by the developer. And whereas the developer approached the owner for development of the said property into residential complex from his own source and offered the owner 46 % (forty six percent) share in the entire developed and constructed area including parking space along with equal right in the common amenities, space

Sati sinha 14-12-10

Manindra Nath Mishra

Sri Avinash Infrastructure Pvt. Ltd.

and land in lieu of the price of the land. The owner of the first part agreed for development of the said property described in the schedule I of this deed in consideration of the offer made by the developer.

And whereas the developer also agreed to develop the property of this deed And whereas, the developer also agreed to develop the schedule-1 property of this deed on the 46 % forty four percentage (owner share) 54 % (Developer Share) fifty four percentage share in the land and constructed/ developed area along with equal rights in the common space, amenities.

This development agreement as such witnessed as follows:-

1. That the owners hereby, appoint the aforesaid developer as the developer of the said property and grant to the developer, who hereby accepts, from the owner, the right to develop the said property described in schedule -1 on the terms and conditions and stipulations hereinafter mentioned and the said complex is named as **SAI SATI PALACE.**
2. That the developer and the owners have agreed to construct and develop the entire area of schedule -1 property as per map sanctioned by the authority and According to the by laws of PMC and the total built up area shall be distributed 46% to the owner and 54% to the developer respectively.
3. That above built-up area does not include saleable parking space whether open or covered which shall also be in ratio of 46%:54 %i.e. 46% to the owner share and 54% to the developer share.
4. That the developer shall handover the owner 46 % share in the built-up area completed in all respects.
5. That the developer shall obtain consent /approval and signature of owner on the final map plans of the said building before submitting the same for sanction to Patna Municipal Corporation and /or any other competent local authority.
6. That the owner shall have no objection if the aforesaid building plans are submitted to the local authority in his name and permission, approvals are obtained in his name. The owner shall sign all such papers that may be deemed necessary for the same however, all fees, charges, expenses relating to such approvals/sanctions, shall be borne by the developer only and not be realised from the owner, first party.
7. That it is further agreed that any alteration or revision of the aforesaid plans within the parameters of the Patna Municipal Corporation building rule and regulations which may become necessary shall also require further approval of the owner.

Sri Avinash Infrastructure Pvt. Ltd.

Manindra Nath Mishra

Sati Sinha
14-12-10

8. That the owner agrees to convey, transfer and /assign to the developer and/ or its nominees including, association or persons, firms body corporate etc. free from attachment, charges and encumbrances 54 % developer share in the said property at and /for consideration of the total value of the land and on terms & conditions mentioned here in after for which the owners consent is essential.

9. That as consideration for the development of the land the undivided share in said property be converted / transferred to the owner by developer or its nominee (S) as above the developer agrees to deliver and gives possession of the 46 % of the total built up area of the said building to the owners stated above by developer at its own cost on the said property hereinafter called the owners share is 46 % area.

10. That the developer and/ or his nominee shall solely and exclusively be entitled to the developers area and he shall have absolute right, title and interest over the developers area and he shall be fully entitled to transfer, convey grant or other wise alienate his interest with permission of the owner in any manner as deemed fit by her to any person, association of person, firm, body corporate having the same religious faith and worship on such term & Conditions as may be decided by the developer or its nominee individually or collectively.

11. That the developer agrees to construct the owner's share as per specification given in schedule I of this deed a copy of which also be given to the owner and to give possession of the owner area to the owner within a period of twenty four months with a grace period of six months failing which the developer second party will pay to first party, Rs. 20000/- only Per month till final completed hand over to owner.

12. That it is hereby expressly, irrevocably and irretrievably agreed and declared by the owner that delivery of position of 46% of the total built up area and the right in the said building in manner provided herein shall form and always be deemed to form fair, reasonable and adequate consideration for the aforesaid 54 % of the property agreed to be conveyed and herein above by the owner to the developer and/or his nominees. That the second party will pay Rs. 51000/- (Rupees Fifty One Thousand) only as non refundable amount to the owner, first party and also pay Rs.5000/- per month from the date of agreement till completion of the Building. (Twenty four months).

13. That the owner shall at no time demand further sum of premium or any interest in any dealing regarding sale of developer's area and the owner and his heirs shall execute such deeds and documents as may be required by the developer in this regard, relating to developer's area.

Sri Avinash Infrastructure Pvt. Ltd.
Director

Sati sinha
14-12-10

14. That the owner hereby irrevocably undertake not to sell, dispose of, alienate, charge, encumber, lease or otherwise transfer the said property or any part there of during the currency of this agreement and not to do any act, deed, matter or things, in the terms of this agreement. The owner shall at no point of time during the currency of this agreement try to dispossess the developer from the said property.

15. That the developer shall develop the said property at his own cost and shall alone be responsible for the development of the said property.

16. That the developer shall be entitled to develop the said property by constructing thereon building, flat parking space and structure in accordance with building land approved by the owner and sanctioned by the Patna Municipal Corporation or the competent sanctioning authority stated above.

17. That the developer shall be fully entitled to enter into agreement for sale other wise allot flats, parking space and other developers area in the said building which is 54% of the total built up area and which does not form part of the owner's area and the developer shall exclusively be entitled to realizes all amount receivable under said agreements, sale deeds, deeds of allotment etc. for his own use.

18. That the owner shall get 46% (forty six) of the total built up area and which does not form part of the developer's area and they shall be entitled to utilize in their proportionate share for their own use.

19.That the owner agrees and undertakes that the she will executive and give power of attorney in favour of developer or his nominee the right and authority to have possession to the said property and to do all such acts that may be necessary for the development, planning, construction of the said building and sale of the developers area after complete construction work .It is however , expressly agreed and under stood between the parties that the aforesaid registered power of attorney and this development agreement, the provision of the later shall prevail. However it is made clear, that in case of the terms of the development the said registered power of attorney shall automatically stand cancelled.

20. **That the developer further undertakes**:-

(i) That he will not do any act of omission or commissions expressly or impliedly, directly or indirectly, by which the owner's right, title and interest over the said property may in any manner be adversely affected.

Sri Avinash Infrastructure Pvt. Ltd.
Director

Manindra Nath Mishra
Sati Sinha
14-12-10

(ii) To indemnify the owner and always keep them indemnified and harmless in respect of all claims, compensation or expenses payable in consequence of any injury/ or accident sustained by any workman, artisan or invitees or other persons in the property whether in the employment of the developer or not while in or upon the said property and during the period of construction of the said building thereon and this will exclusively be developers liability to compensate for any loss or damage to the life and the property if any.

(iii) The developers shall develop/construct the entire multi storied building exclusively from their own sources and capital.

21. That the owner has right to choose her flats according to her share and the developer will not make any objection there of.

22. That the developer shall be entitled to retain photo copy and certified copy of all necessary documents of the owner's title to the said property and if so required by him may obtain certified copies of the same.

23. That all outgoing including taxes and another charges in respect of the said property of the existing building there on shall be borne and paid by the owner till the date of signing of this development agreement and thereafter the same shall be borne and paid by the developer till the delivery of possession to owner of their built-up area. After taking over the possession the respective flat owner will be responsible for the taxes and the other charges with respect to their own flats.

24. That after delivery of the owner area to owner or outgoing in respect of the said property and the said building thereon shall be borne and paid by the owner and the developer and their nominees in proportion of their respective share in the total built-up area. The word proportionate will in all its 46%:54% variation when ever used in the present shall mean the proportion in which the parties hereto and /or the nominee acquiring portions of the buildings are entitled to the covered areas in the building. The electrical connection including that of generator, lift and the parking space of the owners share will be given to the owner free of cost.

25. That upon delivery of the owner area to the owner by the developer and subject to the other terms and conditions contained here in before or at such earlier times as may be actually agreed upon the owner shall execute and register conveyance /s of the said property of the developer area in favour of the developer or its nominee/s assign/s including of association of person or body corporate etc.

26. The details of the maps concerning structural construction of the building. Sewerage connection, pilling, Iron Rods to be used in construction, plastering and variety of cement used are to be provided by the builder to the owner from time to time.

Sri Avinash Infrastructure Pvt. Ltd.
Manindra Nath Mishra
Managing Director

Sati Sinha
14-12-10

27.The developer will be liable to safeguard the entire building against any damage to the flooring, plaster, woodwork, sanitary fitting ,electric wiring and equipments for at last a period of one year after the completion and handing over of the building.

28. That the developer shall form as it deem best association of persons/ body corporate / company of the persons owing tenant in the said building. The owners and their nominees shall be at liberty to become members of such association and if formed by the developer and the owners, their nominees respective agents, servants, licensees, tenements etc shall be bound to abide by the rules and regulation as framed by such association from time to time, and they shall be bound to contribute towards the cost of formation of such association as well as to pay the regular maintenance charges as fixed from time to time for the management of the entire building complex.

29. In case of any dispute jurisdiction will be Patna Civil Court.

IN WITNESS WHERE OF THE PARTIES HERE TO HAVE SIGNED THIS AGREEMENT IN DUPLICATE THIS DAY.

SIGNATURE

Sati sinha
14-12-10
(Landowner)

SIGNATURE
Sri Avinash Infrastructure Pvt. Ltd.
Manindra Nath Mishra.
14/12/2010
(Developer)
SRI AVINASH INFRASTRUCTURE PVT.LTD.

WITNESS WITH FULL ADDRESS:-

1. Akhilesh. Pandey.
S/o Sri Vishwanath Pandey. Pandey.
Addl. Postal. Parik. Patna Nagar Patna.
14/12/10

2. Binay Kumar Singh
S/o Late Sakhida Nand Singh
village Hansapur
P.S. Dhanarua
Dist Patna.
14.12.10

SCHEDULE:-
DISTRIBUTION OF FLATS

Land owner share		Builder share	
Flat no -	Floor	Flat no -	Floor
101	1st	301	3rd
102	1st	302	3rd
103	1st	303	3rd
201	2nd	203	2nd
202	2nd	401	4th
		402	4th
		403	4th

A part from this area required to complete 46 %(forty six percent) of the total constructed area, the owner, the first party will be at liberty to take possession from adjascent flat no 203 on 2nd floor.

SPECIFICATIONS

1.(A) Structure:- R.C.C. Frame structure & earthquake Resident foundation (as per regularation) Reinforced with good quality of STEEL.
Brick work : - First class brick will be used R.C.C Roof slabs And anti heat treatment shall be done on the (Only on the top floor)
(b) External wall :- finished with I.C.I weather shield max (100 Acrylic emulation paint)
(C) Internal wall : - shall be painted with pop and with one Coat of cement primer (cream or white)
(d) Parking Space : - finished with colored punning plas(mosaic), all set black of the building will be casted with stone chips.
(e) Entraince stair : - marble flooring (attractive designed with landing wooden railing.
(f) water supply :- Boring and tube well of adequate capacity of I.S.I mark submersible pump.

(g) Generator : - required capacity of generator will be provided
(h) Windows :- Fully glazed wooden window with sal wood chowkhat of(4"x 2) 1/2 section and grills. Wooden shutters with 3mm glass and two coast of synthetic enamels paints over a coat of primer. Sliding door & net on the frame work (or provision for net)
4. Sanitary & Toilet : - sanitary fitting (white colour) will be used for fitting of pan or basin with I.S.I mark and with flush system . cabinet fibre glass under Neath sink with self. Cistern acrylic or fibre glass cistern of white colour.

Sri Avinash Infrastructure Pvt. Ltd.
Managing Director

Manindra Nath Gupta.
14-12-10

5. Electricals : - All internal wiring in copper conductor (Anchor) or any other good quality canceled conduct pipe, One T.V point in all bed rooms and one in drawings room will be provided.One telephone point in each room will be provided, Power plug for A.C in each bed room, drawing /dining, room in Bath room(for guysor) and in kitch- pipes of good make with I.S.I mark (Malhotra pipes) for internal electrical fitting will be fitted before plaster and board of sakhua wood will be fitted before plaster.

6.Kitchen :- Red or black coloured (of choice) granite on working plat form (colour as per choice) Dado 24" height with white glazed tiles (or colour of choice) above working platform.

Note:-

Building will be handed over to the allottee after transformer installation, residential meter installation, full swing sewerage, water connection through overhead tank and also lift installation.

Guardroom and bathroom for guard will be built before possession in common space.

There will be two entrances for building. Main entrance will be from north side of the building of 14'wide fitted well built Iron Gate another will be western side of the building of 14' wide with Iron Gate.

If there will be any manufacturing defect which cause nuisance to the allotee regarding electrical and sanitary, it will be repaired and rectified for another six month from the date of possession. After that it will be responsibility of the allotee to maintain every thing.

It is responsibility of the builder to take occupancy from PRDA/Municipal Corporation. Any litigation arises in future regarding deviation of building from approved map, it is sole responsibility of builder to face consequences and rectify this PRDA/ Municipal Corporation. But litigation regarding title of the land will be responsibly of the landowner.

Allotee are only responsible to pay their installments in time & other all Works regarding building will have to be done by the builder.

Owner will have right to point out regarding any inferior work or material being used and the same to be rectified immediately by the builder.

Building will strictly be completed as per specification attached. Builder has no right to change attached specification without consent of the Owner.

Alottee by the builder of his fifty percent share will have to pay amount for super built up area. Super Built up Area=Carpet Area+Wall Area+Service Area

For Avinash Infrastructure Pvt. Ltd.

Director

Carpet Area=Area within the walls.

Service Area-Area of Stair+Area of lift space + Area of duct+Area of Passage + Area of lobby + Servant Room + Generator Room +Electrical Panel Room +Overhead tank + Space for Machine Room for Lift+ Drive way of Parking Space +Mounting and any other space which is made for building but not charged to any allottee. This space is measured as 20% of the total built up area of the flat.

Method of measurement – Measurement will be done after completion of the flat in present of the allottee . All Bed Room + Bath Room + Drawing dining + Kitchen + Balkony + any other space will be measured from wall to wall separately and wall area will be added in that measurement after that 20% service area of the built up area will be added with the build up area, hence it will be super built up area which is chargeable area.

Parking space will be allotted on first come first serve basis.

No alteration to building will be made after completion of brick works.

12. Any additional work other than specification will be charged extra.

13. Any minor defects if pointed out by the owner will be rectified then and their.

Sri Avinash Infrastructure Pvt. Ltd.

Typed by

Pawan Kumar

Drafted by

Advocate
civil courts
14/12/10

Sati Sinha
14-12-10