Serial No. 9859 Circle:- Nawada Book No. :- 1 Deed No. 9667



बिहार BIHAR

ANSHU AKANSHA ENVIRONS (OPC) PVT LIMITED

Serial No. 9859 Deed No. 9667

Govt. of Bihar
District Registry Office, Nawada
Summary of Endorsement

This document was presented for registration on **05/11/2016** by **Arjun Lal Vishwakarma**
A Stamp Duty of Rs. **118000/-** and other Fees of Rs. **21500/-** 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. **9667** in Book No. **1**, Volume No. **143** on pages from **291** to **310** and has been preserved in total **20** pages in C.D. No. **22** / Year **2016**

(Development Agreement)

Date: 05/11/2016 Token No: 9971 /2016

Signature with Date
Md. Zainuddin Ansari
Registering Officer, **Nawada**

Sign. of Executant

This development agreement executed and entered into on this.01/01/2017..day of. 30/06/2020.

BETWEEN

Mr/Mrs . Arjun lal Vishwakarma S/o Late Sita Ram Mistri Mohlla -Rajendra nagar Nawada....(2) Geeta Devi w/o Late Lakhan lal Vishwakarma.... Mohlla -Rajendra nagar

District Registry Office,Nawada

Token Number 9971 | Reg. Year 2016 | Serial Number 9859 | Deed Number 9667

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	M/S Anshu Akansha Englcons (Opc) Pvt. Ltd						
Sig.		Photo	Thumb	Index	Middle	Ring	Little

Claimant	Vinay Kumar (Director)						
Sig.	विनय कुमार						
Presented By	Arjun Lal Vishwakarma		N/A	N/A	N/A	N/A	N/A
Sig.	अर्जुन लाल विश्वकर्मा						
Executant	Arjun Lal Vishwakarma						
Sig.	अर्जुन लाल विश्वकर्मा						
Executant	Geeta Devi						
Sig.	गीता देवी						
Executant	Pratima Devi						
Sig.	प्रतिमा देवी						
Executant	Sahdev Lal Vishwkarma						
Sig.	सहदेव लाल विश्वकर्मा						
Identified By	Dharmendra Kumar Sharma						
Sig.	धर्मेन्द्र कुमार शर्मा						

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अर्जुन लाल विश्वकर्मा
5/11/16

Nawada (3) Pratima Devi W/o Pyare lal Vishwakarma Mohlla -Rajendra nagar Nawada...(4) Sahdev Lal Vishwkarma Late Sita Ram Vishwakarma Mohlla - Rajendra nagar Nawada Po+Ps.+Dist.- Nawada Pin:-805110 (Bihar).....Mob:- 7320038777 son/daughter/wife residing at.,by Nationality Indian, hereinafter collectively called and/ or referred to as the **"LAND OWNER"**(which expressions shall unless to be repugnant to the context or meaning thereto, mean and include their heir, Administrators, Executors, legal representatives and / or successors-in-interest) of the **FIRST PART.**

AND

M/S Anshu Akansha Engicons(OPC) Pvt. Ltd. (A Company Registerd Under Companies Act...2013 Bearing...Reg.- U45201BR2016OPC032674, Having Registerd Office At H/o.Vijay Mahto Kumhrar Baithka Bahadurpur patna,800026 Bihar Through Its Director Vinay Kumar..S/o Vijay mahto Mob:-9304455893 a company incorporated under the provision of companies Act., 1956 having its registered office at, ..., ..., P.S. ....., Distt.-..... through its Director .....son/daughter/wife ..... resident of ....,hereinafter called and referred to as the **"DEVELOPER"** (which expression shall unless repugnant to context or meaning thereto mean and include it's Administrators, executors, assigns, legal representatives and /or successors-in-office) or the **SECOND PART.**

Whereas, as the property of Schedule no.- I fully described at the foot of this deed is the ..... property of the land owner ...., Since then the Land Owner came in actual, physical, possession over the land fully described in Schedule no.- I at the foot of this deed and mutated their name in State Sirista and paying rent to the State of Bihar through Circle Office, Patna.

And whereas, the said land owner expressed his/her/their desire to develop the landed property and to construct multi-storied residential/commercial building on Municipal Survey Plot no. 1711., Khata No. .380., Tauzi No. 5319 situated at Mauza- Gonawa Mohalla- Gonawa P.S Nawada., Distt- Nawada (Bihar), measuring an area of ....13 Dicmil...Than No. 367..Anchal.- Nawada East To West.-142 Fit. South To North 40 Fit North.- Plot No.1711, South.-Dery Form East.- Sadak West.- Plot no.-1711 (Hasil Property Sale Deed, Deed No.3485 Vol.no.-133/82 Page No. 59 To 64 Date 26/02/1982. Distt Registry Office Nawada Jairam jagmal S/o.-Jagmal Devraj Vill.- Nawada) more or less, ~~is~~ competent enough to give the aforesaid land on conversion basis to the aforesaid developer.

(A)It is further represented and declared by the Land Owner:-

(i) That the said property is under their exclusive possession with absolute right, title and Interest, free from all encumbrances to transfer land convey the whole or part of the said Property, having a fully marketable title thereby.

(ii) That the land owners have not created any encumbrances on the said property, or any part thereof by way of sale, mortgage, exchange, lease, trust, assessment, rights, gifts, liens, leave land license permission, rent, possession, charges inheritance or any other encumbrances whatsoever.

(iii) That no notice or notification for acquisition/requisition under any of the statutes of the past or presently in force, have been received, served or passed by the P.R.D.A. (dissolved)/PMC/Competent Authority, the PMC, Income Tax Department or any other government authorities, 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, notice, petitions, or adjudication orders affecting the said property or any part thereof.

(v)That the land owners have not entered in the past in any agreement for sale or development of the said property or any part thereof nor have made any arrangement with anyone whatsoever regarding the said property or any part thereof.

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Andwhereas,theland owners are interested in getting constructed multi-storied residential/commercial**Units** on the said property and acquirebuilt up area in the shape of, residential/commercialUnits, parking spaces, etc. as consideration for the value of the landof the said property when conveyed by the land owners to the Developer.

(B)The aforesaid developer, offered to develop and construct at its own cost, a multi-storied residential/commercial building on the said property of the land owners (hereinafter referred to as the said building) and the land owners wanted and agreed to acquire Units, and other built-up area of the said building as consideration for the part of the said property to be conveyed by the land owners to the developer or its nominees etc.

(C)As a result of the negotiations between the parties hereto and on the representation and declarations made by the land owners as herein recorded, an agreement for development of the said property by the aforesaid developer has been arrived at between the parties hereto upon terms and conditions hereinafter appearing.

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

(1)The aforesaid land owners do hereby appoint the aforesaid Developer as the Developer of the said property and irrevocably grant to the Developer, who hereby accepts from the Land Owners the exclusive right, possession and license to develop the said property fully described in the Schedule-I hereunder written in the manner and on the terms, conditions and stipulation hereinafter mentioned.

(2)That the entire area of land given in Schedule-I of this agreement shall be handed over to the developer for construction of a multistoried residential/commercial building complex and the entire cost to be incurred for construction of the same shall be borne by the Developer. The developer will construct the proposed building as per the sanctioned building plan of the PRDA (dissolved)/PMC/Competent Authority.

(3)That the developer will be exclusively responsible for any accident or incident [illegible]

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construction and they will be responsible and answerable before court of law for the same. The Land Owners will not be responsible for the same in any way.

(4)That the entire multistoried building shall be constructed by the developer and the entire cost to be incurred for construction shall be borne by the developer including the cost of sewerage, drainage with all fittings, amenities, electric fittings, water connection, electrification, generator, lift, intercom etc. till the final finishing and completion of the entire building to make them habitable for the Land Owners and other inmates of the building.

(5)The name of the proposed multistoried residential building complex shall be "....." or as mutually agreed upon by both the parties.

(6)That the developer agreed to hand over .....percent) of the total super-built up area to the land Owner in consideration of the cost of land and building in shape undivided share with all right, title and interest in the said building. For the use and occupation of the Land Owners as absolute Owners the all right and absolute title and possession over the same with an exclusive right to transfer, convey, sell grant lease or otherwise alienate their interest to any person or persons, association of person, firm, body corporate etc. on such terms and conditions as they may deem fit and proper. That the developer will first hand over possession of the constructed owner's area to the owner with all amenities.

(7)In case Owner's..... % of thebuilt-up area is not covered in the form of the complete Units taken, the developer will have to pay the equivalent market price to the Land Owners for the area.

(8)That similarly, the developer will retain ..... % of the totalbuilt-up area. In the shape of Units and car parking spaces in consideration of cost of construction with an absolute, right, title and interest and may transfer, convey, sell, grant lease of otherwise alienate their interest to any person or persons, association of person, firm, body corporate etc. on such terms and conditions as they may deem fit and proper. Both the land

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Owners and the developer will have absolute right, title and interest over their respective shares of super built-up area.

(9)That it is further agreed by the parties that any alteration in the approved building plan within the parameter of the PRDA (dissolved)/PMC/Competent Authority building rules and regulation which may be deemed necessary during or after the sanction of the building plan shall be done by the developer with the prior consent of the land owners and the developer may alter such changes at its own risk and expenses. If any further construction will be made then the same shall be distributed between the land owners and developer as per the above mentioned share. In case the entire building is required to demolish or is razed as a result of natural calamity and the building becomes inhabitable, all Owners, Developers and Purchasers, title holders to the building will have proportionate share of land. But no individual title holder is entitled to demolish his/her/theirUnits or building and demand share in the land.

(10)That the certificate of the architect regarding measurement of thebuilt-up area, built-up area and common service area will be final and binding on both the parties.

(11)The Land Owners shall, after the execution of this agreement allow every facility to the Developer, their staff, Engineers, Architects, workers etc. to enter upon the said property to enable the Developer to carry out various development works as stipulated in this agreement.

(12)That the builder/developer will develop and construct the proposed building with all amenities therein on and thereon and give peaceful vacant possession of the Owner's area to the Owners within (.....**Years/Months**)from the date of sanction of the building plan, with further grace period of .....

(13)That the developer shall develop the said property themselves or through any agency, company etc. of their choice at their own cost and will be responsible for the development of the said land, but the Owners will have the right to inspect the development and construction of the said multistoried building.

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The developer will use the standard materials as specified in schedule-II.

(14)That the Land Owners is entitled to verify and supervise the quality of materials to be used for construction of the building. If the Land Owners find that the materials used for construction is not up to the marks and not of good quality then he should intimate the same to the developer and suggest to use better quality materials.

(15)The Owners shall at no time demand further sum of premium or any interest in any dealing regarding sale of Developer's area and the Owners shall, if necessary execute all such deeds and documents as may be required by the developer in this regard,

(16)From the date of delivery of possession of Owner's area to the Ownersor its allottees and the Developer and /or its allottees shall jointly have or be deemed to have undivided right, title and interest over the total land of the said properties in the proportion of their respective share in the said building even without any further act, deed, matter done by the Owners in this regard.

(17)The Land Owners hereby undertake not to sell, dispose of, alienate, charge, encumber, sublease or otherwise transfer the said land and/or property or any part thereof and further undertakes not to do any act (s), deed (s) matter (s) or thing (s) as shall be in breach of terms of this Development Agreement save and except putting the said Developers thereon for the purpose of development pursuant to this development agreement. The Land Owners shall at no point of time after the commencement of development activities of the said property as per the agreement try to dispossess the said developer directly or indirectly from the said property.

(18)The developer shall be entitled to enter into agreement for sale, or otherwise allot UNITS in the Developer's area in the said building and which does not form part of the Owner's area whenever required by the Developer.

(19)Similarly the Owners shall be fully entitled to enter into agreements for sale or otherwise allot UNITS comprised in the

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Owner's area in the said building and which does not form part of the Developer's area, whenever required by the Owner.

(20)A separate list of detailed specifications for the said building in schedule- II is part of this Development Agreement.

(21)After the Registration of this Development Agreementthe Owner and Developers shall be entitled to sell or enter into agreement for sale or other agreement or mortgage their shares directly to its prospective buyers or any financial Institutions.

(22)That after the completion of the construction of the building projectdeveloper/promoter/landowner shall be absolute owners of their respective shares and they will be entitled to sell/transfer as per Provisions of The Bihar Apartment Ownership Act, 2006 u/s 5 (1) & 5 (2) and others.

THE DEVELOPER FURTHER UNDERTAKES:-

(A)That they will not do any act of commission, omission, 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 until the developer has given delivery of possession of the Owner's area to the Owners,

(B)To indemnify the owners and always keep them indemnified and harmless in respect of all claims, damages, compensation or expenses payable in consequences of any injury or accident sustained by any workman, artisan or invitees or other person 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.

(C)The Owners and the developer hereby agree that in case in future, at any time, due to relaxation in the building bye-laws if it is possible to construct any extra built-up area beyond the area already sanctioned by the PRDA (Dissolved)/PMC/Competent Authority, shall be distributed between the Owners and Developer in the same proportion, as mentioned herein above.

(D)The Owners will deliver to the developer and/or its duly authorized representative, certified copies/photo copies of all original title deeds documents and papers relating to the said property for complete examination of the Owner's title thereto and the Owners agree to co-operate with the developer in such examination of the Owner's title and to answer and/or comply

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part of the said building will have any exclusive right, title and interest over the common areas and common facilities except the right of common use.

(I) The Owners agree that if any levy is imposed by PRDA (Dissolved)/PMC or any other public body or bodies or the government for the development/ betterment of the area in which the said property is located or any other levy becomes applicable on the said land or the building thereon then the same shall be paid by the Owners and the developer (or its allotties) jointly in the same proportion as their respective shares of super built-up area in the said building.

(J)The Owners agree that in case any fine or penalty/fee/fine to be imposed on the said building for any alleged deviation from the sanctioned plan, resulting in any excess construction of the super built-up area of change within the bye-laws then the same shall be borne and paid by the developers.

(K)That it is agreed that in all transfer/conveyance of land and/or built-up area, the purchasers(s) /transferee(s) shall bear the cost of stamp duty, registration fee and other registration charges/expenses etc.

(L)That the Owners agree and undertake that in case of any dispute or litigation by person(s) claiming to be the co-sharer or contained in the schedule-Iproperty or claiming his/their right title or interest though the Owners(s) relating to the right, title and interest regarding the Schedule-I property, the ongoing construction and development activities shall not be stopped or affected in any manner and the same shall be matter of the Owner's and the Owners shall keep the developer indemnified and development activities shall be free from all hindrances(s) so that the project may be completed in time.

(M)That in case of any dispute or differences between the parties arising out of relating to this development agreement, the same shall be settled by reference of the dispute or differences to the arbitrator appointed by mutual consent of both the parties and such arbitration shall he conducted under the provisions of the arbitration & conciliation Act, 1996 as amended from time to time at Patna.

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(N)That only courts of Patna shall have the exclusive jurisdiction over all the matters of dispute arising in respect of and from this agreement.

(O)That the developer may purchase or enter into development agreement for the land adjacent to the Schedule land for the construction of multistoried building with amalgamation of the adjacent land and scheduled land altogether and land owner/s will have no objection regarding the same in future.

DETAILS OF THE PROPERTY:

SCHEDULE- I

All that piece & parcel land measuring 5680. square feet equivalent to 13.decimals more or less subject to actual measurement bearing Thana no-367, Tauzi No. 5319., Khata no 380 Plot No.-1711, situated at Mohalla- .Gonawa., Mauza Gonawa, P.S. Nawada in town and district of the Patna within the Municipal corporation area and under the district/sub-registrar, Patna, and bounded as follows:-

NORTH:-Niz Plot 1711
SOUTH:- Dairy Faram
EAST:- Sadak
WEST:- Plot 1711

Note :- Govt. value is mentioned at **Code No. ..... & Zone - .....** of M.V.R. .....

which market value of above land is ₹ 5850000../- (Rupees Fifty Eight Lakh Fifty Thaousand Rupees Only.) only.

SCHEDULE- II

FEATURES AND SPECIFICATION OF UNITS

IN WITNESS WHEREOF the Land Owners and Developerhave set their hands to this deed of Development Agreement with their free will and sound mind on the day, month and the year first above mentioned in the presence of the following witnesses.

WITNESSES :-

1.....

.....

Sign. of Executant

..... Signature of the Land Owner

2.....

..... Signature of the Developer

.....

Typed/Printed:

(.....)

Drafted,

(.....)

Note: Words and/or sentences which are not applicable in the context could be replaced and/or omitted. Any other terms & conditions may be added which are legally correct to make an agreement a valid contract.

Sign. of Executant

5/11/16

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