

K: 242/113



उत्तर प्रदेश UTTAR PRADESH

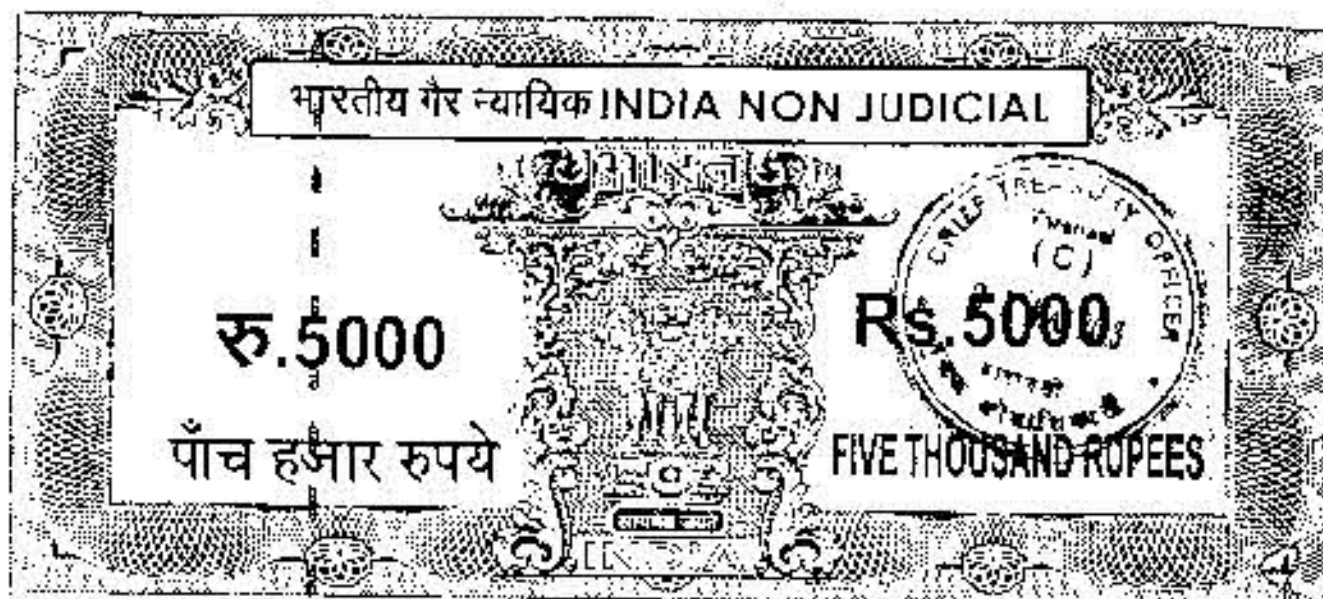
AL 739129



DEVELOPMENT AGREEMENT

- | | |
|----------------------------|---|
| 1. Nature of Land | : Residential |
| 2. Ward/Pargana | : Secroie/Shivpur |
| 3. Mohala/Village | : Secroie |
| 4. Description of Property | : Arari no. 1000, area 2276 sq. ft. i.e. 211.524 sq. mtrs. of land situated at Mouza-Secroie, Ward-Secroie, Pargana-Shivpur, Tehsil & District-Varanasi |
| 5. Unit of Measurement | : Sq Meter |





उत्तर प्रदेश UTTAR PRADESH

AL 739130

- (2)
6. Area of property : 2276 sq. ft. i.e. 211.524 sq. mtr.
(land hereby sold)
 7. Status of Road : Not a Notified Road
 8. Others Description : No
 9. Nature of Property : Open Land
 10. Total Area of Property : N.A.
(in case of 'A' or 'B' building)
 11. Total covered area (hereby sold) : N.A.
 12. Status : Open Land
(finished/semi-finished/other)
 13. Valuation of the land : No
 14. Boring/Well/other : No
 15. Covered Area (hereby sold) : N.A.
 16. Year of Construction : N.A.
 17. Whether it is related to the members of Sahukari Avas Samiti : No

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त्रिवेणी प्रसाद सिंह
SRO3
Sub Registrar-3
22/6/2013



उत्तर प्रदेश UTAR PRADESH

AL 739131

(3)

18.	Amount of consideration	Nil
19.	Government Voucher	Rs. 16,49,858/-
20.	Stamp Paid	Rs. 1,25,500/-
21.	Boundary	
	East	Land of Sankar j
	West	Kaucha Kucha 8' wide
	North	Land of Smt. Sangeeta Singh
	South	Land of Smt. Asha Singh.
	Number of First Party/Landlord	01
	Number of Second Party/Developer	01

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उत्तर प्रदेश UTTAR PRADESH

AL R29753

(1)

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 22ND DAY
OF MAY, 2013.

BETWEEN

Smt. Nisha Singh W/o Sri Ramprasad Singh resident of Village & Post-Gai, Tehsil & District-Ghazipur, (hereinafter called the OWNER) of the one Part, which expression unless anything repugnant in the context shall include their respective legal heirs, successors, legal representatives, assigns & administrators.

AND

M/s. WINSOME DEVELOPERS PVT. LTD., a private limited company having its registered office at Kamla Apartment, near Tagore Hill, Morhabad, Ranchi, Jharkhand through its Managing Director Sri Santosh Kumar Rana S/o Sri Gaya Shankar Singh resident of house no. S. 24/12-K, Pratap Nagar, Taktakpur, Varanasi (hereinafter called the DEVELOPER/SECOND PARTY OF THE OTHER PART).

WHEREAS Araz No. 1050, area-2276 sq. ft. i.e. 211.524 sq. mtrs. of land situated at Gaura-Seraike, Wina-Seraike, Pargana-Ghazipur, Tehsil & District-Varanasi was ordered by Smt. Nisha Singh W/o Sri Ramprasad Singh vide registered sale deed





उत्तर प्रदेश UTTAR PRADESH

AL 729751

(5)

Dated 23.05.2006 which is registered with Sub-Registrar, Varanasi in Book no. 1, Volume no. 583, pages 259-284. Document no. 1157 date of registration 23.05.2006

AND WHEREAS on the basis of sale deed detailed above, the Owner got her name recorded in revenue records as absolute Owner of property and she is in actual possession over the said property as absolute Owner thereof and sufficiently entitled to all that the piece and parcel of land, morefully described in the Schedule I hereunder written and (hereinafter for the sake of brevity referred to as 'the said property'). The said property is free from all encumbrances, Pans and charges and the Land Owner/First Party being entitled to independent and distinctive right, title, interest and capable of being transferred independently. The Land Owner/First Party undertakes that the land sought to be developed under the scheme is free from all encumbrances, litigations and disputes. In case of contrary the Owner shall indemnify the Developer/Second Party.

AND WHEREAS the said property at the stage of open land is lying vacant yielding no income to the Land Owner/First Party, rather they have to spend considerable amount for its maintenance and security. Therefore, the Land





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AL 5729752

(6)

Owner/First Party has decided to get the entire land developed in such a manner that the said land be exploited so that the land is properly used and gets sufficient fund and income to the Land Owner/First Party.

AND WHEREAS the Second Party/Developer, is a company of repute and has expertise and can provide necessary funds for the development of the said property of Land Owner/First Party and constructing a residential building over the said property.

AND WHEREAS the Developer/Second Party, above named offered to develop the said property on the terms which are very reasonable and feasible, therefore, the Land Owner/First Party finding the Plan very suitable and further terms and conditions offered are also being reasonable accepted the proposal of the Developer and agreed to take up the entire land developed by the Second Party/Developer above named allowing them to develop the entire land for construction of a residential building at the cost of Developer/Second Party alone.

AND WHEREAS the Developer/Second Party also agreed for development of the said land and offered to build multi storied residential complex over the said plot





भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु. 5000

Rs. 5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

उत्तर प्रदेश UTTAR PRADESH

AL 738018

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of land in a substantial and workman like manner and in conformity with the site Plan elevations, sections and specifications with proper and suitable walls, ceilings, floors, partitions, staircases, roofs, fixtures and fittings and all conveniences and amenities for habitation and enjoyment of such building, unit and/or units therein in a decent style for which Brochure will be prepared by the Developer/Second Party.

AND WHEREAS considering all the facts and after threadbare discussions between the parties, the parties hereunto agree to the terms and conditions of development as under:-

- (1) That the Site Plan for development shall be prepared and submitted for approval and the terms and conditions hereafter provided, have been agreed to on the stipulation that the said Plan shall be duly approved by Varanasi Development Authority, Varanasi.
- (2) That the Second Party/Developer shall construct minimum two and half times of Area in proportionate of Land area provided by the First Party/Land Owner, the Land Owner will be entitled to 40





उत्तर प्रदेश UTTAR PRADESH

AL 738C17

(8)

per cent of total build-up area and the Second Party/Developer will be entitled to 50 per cent of total build-up area. If the Second Party/Developer constructs build up area more than 2.5 times of land area the First Party/Land Owner will get 40 per cent and Second Party/Developer shall get 60 per cent of the excess developed area. Even after mutual consent between both the parties in future if extra construction is made by the Second Party/Developer on above the Scheduled land property then the First Party/Land Owner will get 40 per cent of share in the constructed area, without paying any extra charges or providing any extra land to the Second Party/Developer.

- (3) That even if the said Plan may have to be revised, the basic terms entered into between the parties shall remain the same but for necessary minor modifications including up-gradation of the specification of the building depending upon the availability and viability of new products and market trends, so that the land may be developed properly and legally.

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AL 738016

(5)

- (4) That the entire work of proposed residential complex shall be completed by the Second Party/Developer within a period of 36 months (Three years) from the date of sanction of the development Plan by the Varanasi Development Authority, Varanasi.
- (5) That if the Second Party/Developer fails to complete the construction within the stipulated time of three Years from the approval of the construction Plan by the Varanasi Development Authority, then the share of First Party/Land Owner share in the total build-up area will exceed from 40 per cent to 45 per cent and the Second Party/Developer's share will reduce from 60 per cent to 55 per cent.
- (6) That it has been agreed between the parties that under the Scheme formulated, the Land Owner/First Party will jointly get 40% of the super building area along with proportionate undivided and un-commenced land in lieu of the land offered by them to Second Party/Developer for development and construction of multi storied residential building.





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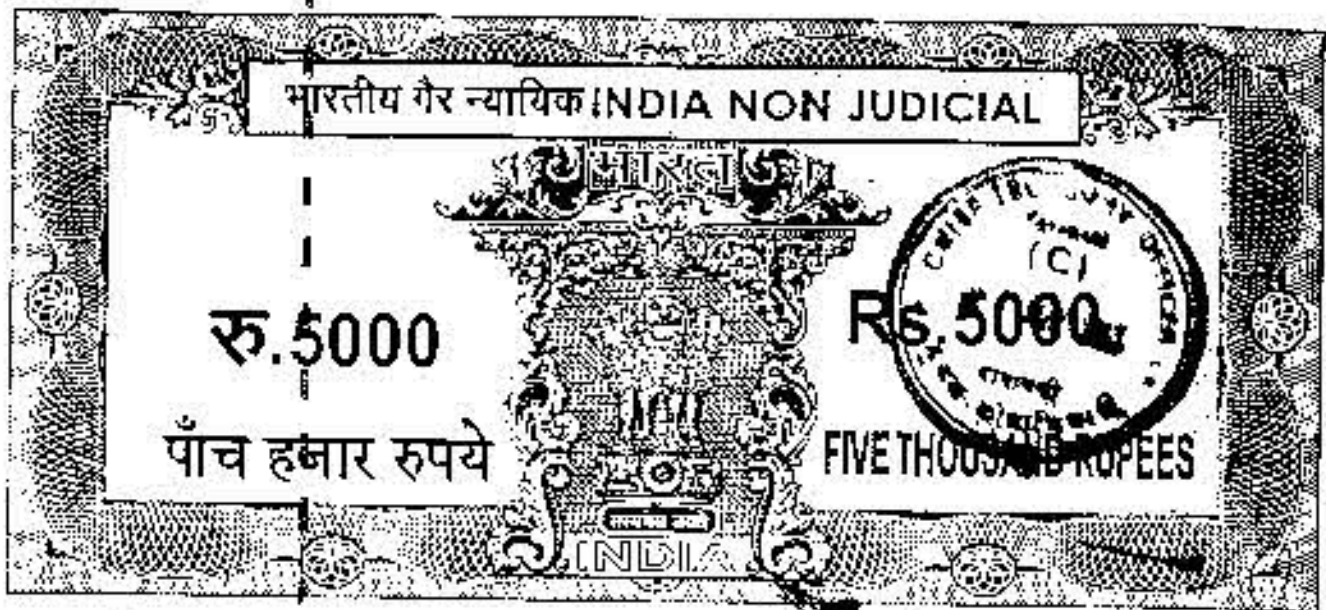
AL 739685

(10)

- (7) That it has further been agreed between the parties that the Second Party/Developer shall not book/sell/mortgage the said 40% portion of the super built up area and proportionate, undemarcated and undivided land of the Owner's shares in the multi-storied building to be constructed by the Second Party/Developer at its own cost.
- (8) It has further been agreed between the parties that the Second Party/Developer shall get 60% of the super built-up area along with undivided and undemarcated proportionate land in lieu of the development of the said property and construction of a multi-storied residential complex over the said property. The Second Party/Developer shall be entitled to deal with this 60% portion of built-up area and proportionate undivided and undemarcated land as per its wishes and requirements.
- (9) That the share of parties in super built-up area shall be earmarked after the final sanction of the consolidation Plan by a separate registered supplementary deed which shall be part of this agreement.

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उत्तर प्रदेश UTTAR PRADESH

AL 739684

(11)

- (10) That the Second Party/Developer shall be entitled to allot and/or to sell all the constructed area/apartments within its share along with undivided and undemarcated proportionate land to any or various person and to receive the entire sale consideration/gain/benefits etc. thereof. The Owner has appointed SANTOSH KUMAR RANA Son of Sri Daya Shankar Singh R/o S. 24/37-K, Postap Nagar, Lakshkar, Varanasi, as their attorney to execute such Deed of Sale. The Owner shall not revoke the Power of Attorney given by this deed during the currency of this Agreement and/or before the completion of this project.
- (11) That it will be the sole responsibility of the Second Party/Developer to get the construction Plan approved by the Varanasi Development Authority and all such authority as may be necessary under law for the construction of flats as early as possible. All costs in connection thereof shall be borne by the Second Party/Developer, which should not be repayable under any circumstances by the Land Owner/1st Party.



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उत्तर प्रदेश UTTAR PRADESH

AL 739686

(12)

- (12) That the Land Owner/First Party hereby undertake and confirm that they will sign necessary forms, applications, maps, plans and other papers necessary for obtaining sanction for the construction of said residential complex from Varanasi Development Authority or any other authority competent to grant sanction under law.
- (13) That all materials to be worked and/or used for the said construction of the proposed residential complex, although the same may not be particularly mentioned in this agreement shall be supplied and furnished by the Second Party/Developer only.
- (14) That Second Party/Developer shall, on completion of construction work at its own cost and expenses, remove and clear away all scaffoldings, fencing, unused materials and rubbish from the said complex.
- (15) That the Second Party/Developer shall confirm in all respects with the provisions and regulations of any general or local act, rules, orders and regulations of the Government or any local authority or authorities, which may be applicable to the proposed building and construction works and shall comply with all terms and keep



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उत्तर प्रदेश UTTAR PRADESH

AL 736054

(13)

indemnified the Land Owner/First Party against all penalties, costs, charges and expenses, damages incurred by reasons of non-compliance of any such provisions or regulations or breach of the terms.

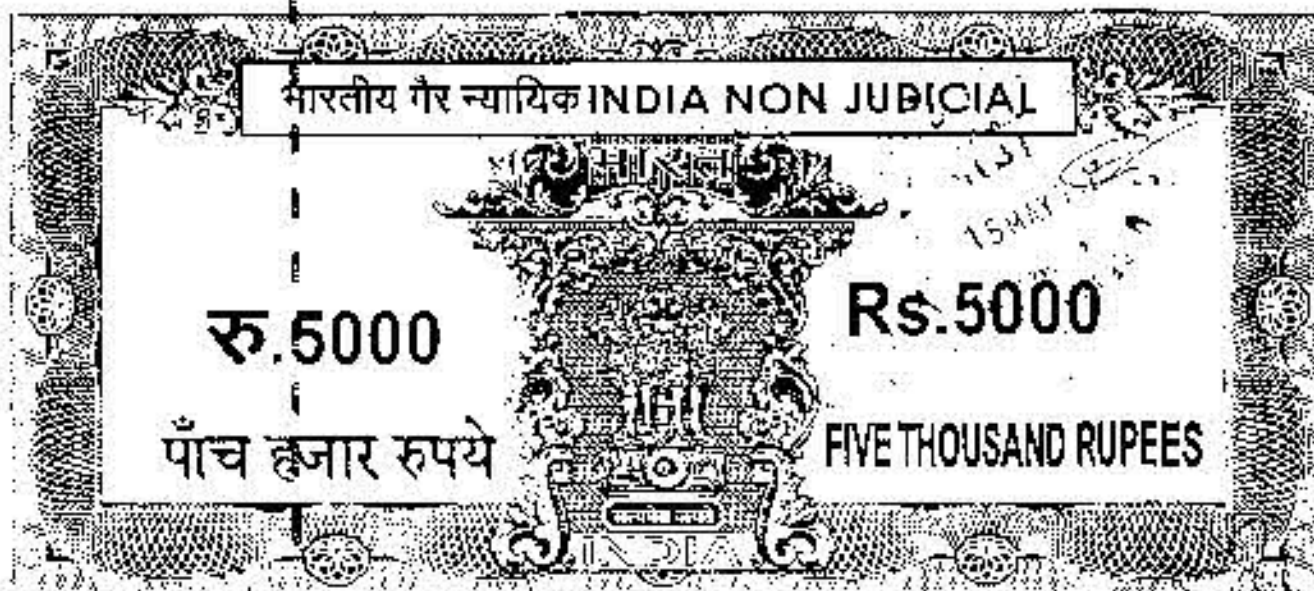
(16) That the Second Party/Developer shall also keep the Land Owner/First Party indemnified against all claims, compensating, demands of any nature in respect of the developmental work and in respect of any liability incurred on account of violation of any law or rule or any claim arising out of employment of engineers, artisans or workers etc. of any nature. It shall be the sole responsibility of the Second Party/Developer to safeguard any materials or goods brought by the Second Party/Developer. If at any time, any loss of any material or any goods of the Second Party/Developer is caused or pilfered or stolen, the Land Owner shall not be liable for the same in any circumstances whatsoever.

(17) That the Second Party/Developer shall be entitled to fix prices for the sale of the G+4 flats (super built up area) of its share along with unenclosed and un-demarcated proportionate land area. The

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उत्तर प्रदेश UTTAR PRADESH

AL 736053

(14)

Second Party/Developer shall also be entitled to book flats and receive advances/sale consideration, in its own name from different allottees at its sole discretion without any interference or objection from the Land Owner/First Party.

(18) That the Land Owner shall be entitled to execute deed of sale or deed of agreement to sale in respect of their share that is 40% of the super built-up area along with undivided and un-demarcated proportionate land area and the Second Party/Developer shall not create any hindrance of any sort in the execution of such deed in favour of intending purchaser or purchasers of Land Owner's share. The Second Party/Developer shall have no claim over the sale consideration received by Land Owner in respect of their share.

(20) That the Second Party/Developer shall be entitled to apply for electric connection, water connection and such other permission etc. as may be required for promotion and proper implementation of the said scheme.

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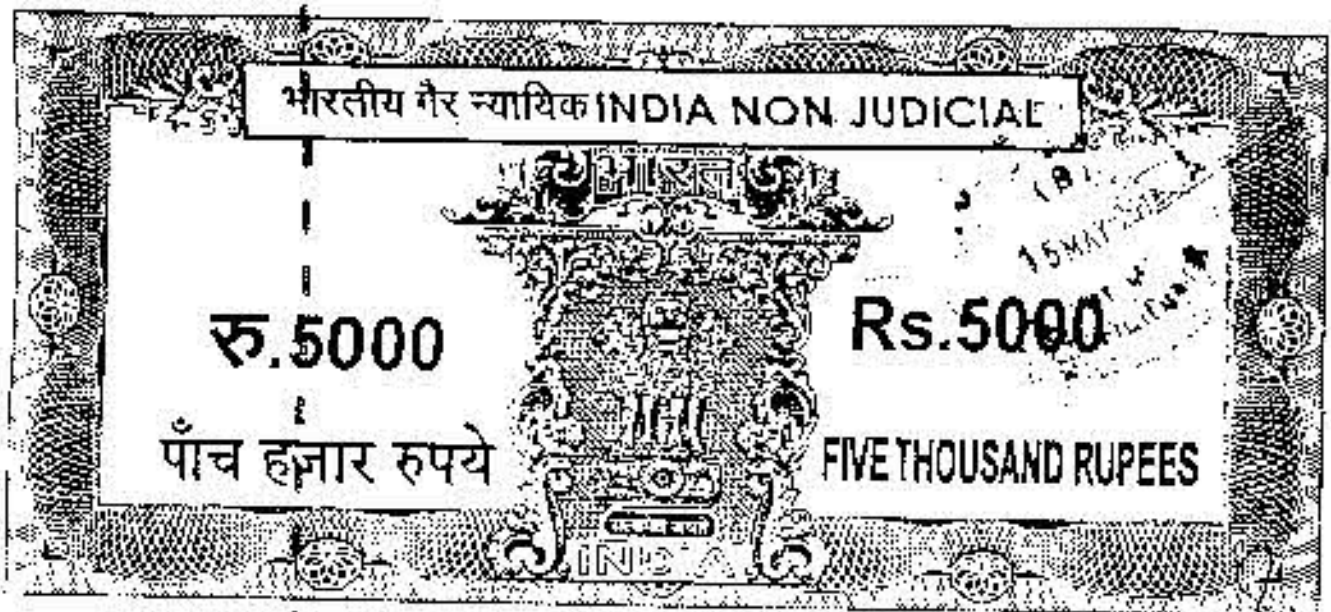
AL 736052

(15)

- (20) That all expenses and taxes in respect of the said land for development and commencement of the project shall be borne by the developer only.
- (21) That nothing stated herein shall be deemed or constitute the partnership between the Second Party/Developer and Land Owner or constitute as a joint Venture or joint Ventures between the Land Owner and the Second Party/Developer nor shall the Second Party/Developer and the Land Owner constitute as Association of Persons.
- (22) That it is agreed that until a Society and/or company or any other body of the unit holders, takes over the maintenance of the complex the maintenance of the developed area shall be the liability of the Second Party/Developer and the Developer shall be entitled to realize the cost of such maintenance/replacements etc. proportionately from the unit holders on the super built-up area in proportion to the entire super built-up area. Proper accounts for such maintenance charge shall be maintained by the

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उत्तर प्रदेश UTTAR PRADESH

AL 736114

(16)

Developer until such Society/Company is formed which shall be duly audited and shall be of full and binding on all the unit holders.

(23) That for the unsold and un-allotted units, the maintenance charges will be borne by the Second Party/Developer only, the unsold and un-allotted units in share of the Land Lords will be free from maintenance charges after completion of building also.

(24) That the Second Party/Developer shall not be entitled to create any charge or encumbrance over the property coming in the share of Third Owner. However, the Developer shall be entitled to create charge and/or encumbrance over the property specified as its share only.

(25) That the proposed residential complex shall be in the name and style of "WINSOME PARADISE".

(26) That it has been agreed that the Second Party/Developer shall pay an amount of Rs.4,00,000/- (Rupees Four Lacs Only) in Cash as security deposit at the time of execution of this agreement. The entire amount of security deposit of Rs.4,00,000/- (Rupees Four

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उत्तर प्रदेश UTTAR PRADESH

AL 736113

(17)

Lacs On y) shall be returned/adjusted from the 40% share of Land Owner units which shall be calculated and worked out on the basis of opening rate of booking on the first date of booking. The final share of Land Owner shall be reduced accordingly.

(22) That all taxes/charges, fees, expenses, security deposits etc. for development or construction of the project will be borne by the Second Party/Developer.

(23) That all materials to be used in the project has to be of standard quality i.e. S' marked.

(29) That the Stamp duties, Lawyers professional fees and other expenses for this Agreement and other documents shall be borne by Developer only.

(30) That Land Owner's share has to be of the same specifications, quality, finish as of Developer/Second Party and would be advertised by the Developer on the Brochure to be issued to intending purchasers. However, if any extra work is to be done on the request of Land Owner in their share other than the

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उत्तर प्रदेश UTTAR PRADESH

AL 739897

(16)

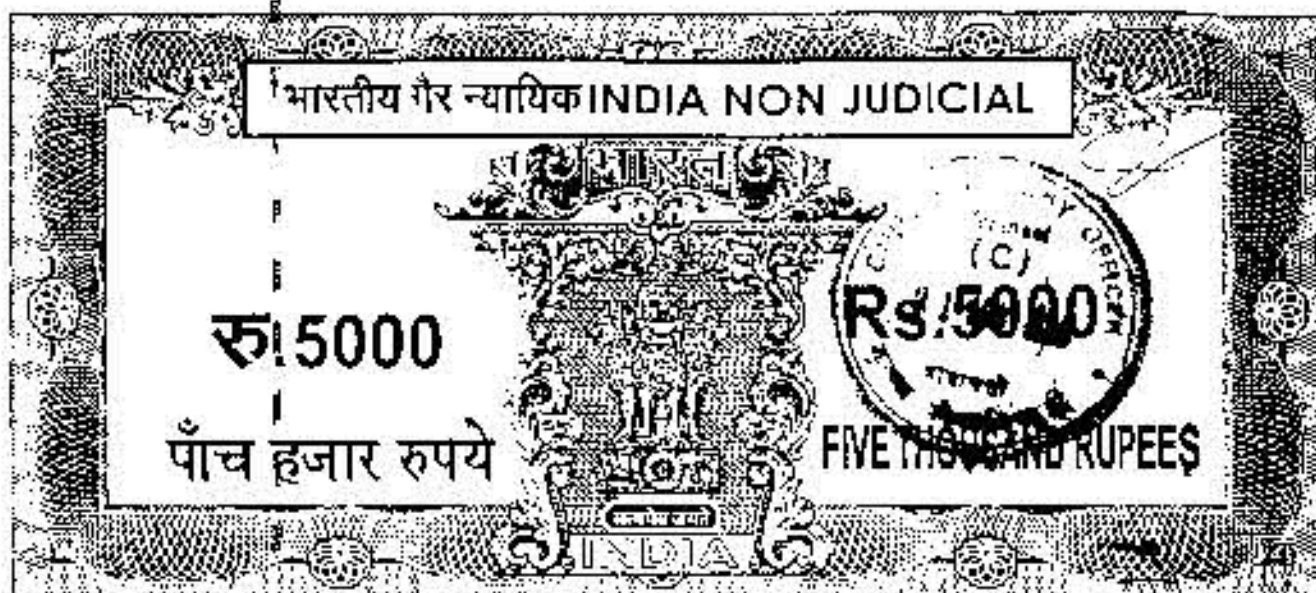
specifications the cost of this extra construction shall be borne by the Land Owner only.

(31) That if any dispute arises out of this agreement between the parties or between a party and the heirs of other party, if any, which is not provided or otherwise in the agreement inclusive of the dispute relating to the interpretation, operation or enforcement of terms of this agreement the same shall be settled by reference to Arbitrators jointly appointed by the parties in accordance with the provisions of Arbitration and Conciliation Act, 1996.

(32) That the Courts at Varanasi alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of this agreement.

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उत्तर प्रदेश UTTAR PRADESH

AL 739940

191

SCHEDULE-I

COMMON PORTION

- (i) The foundation, columns, beams support, entrance and exists.
- (ii) Boundary walls including outside walls of the building compound.
- (iii) common passage, driveway, landings, staircase, common areas.
- (iv) Water Pumps, over head tanks and underground water reservoirs, water pipes, rain water pipes and other common plumbing installation including motors with installations.
- (v) Electrical wiring, for lighting the staircases, lobby and other common areas (excluding these as are installed for any particular unit).
- (vi) Water and sewage evacuation pipes from the unit to drains and sewers common to the building.
- (vii) Drains and sewers from the building to the Corporation duct.
- (viii) Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open spaces near about the said building as are necessary for passage to or uses and occupancy of the units, and as are basements of the building.

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उत्तर प्रदेश UTTAR PRADESH

No. 739939

(20)

SCHEDULE-II

(DEFINITION)

(I) SAID PREMISES: All that land measuring the total area measuring 2276 sq. ft. or less, 711.574 sq. mtr. covered under Arzi No. 1000, situated at Mohalla Serrah, Ward Serrah, Pargana Shivpur, Tehsil Sadar, District Varanasi bounded as under:-

East	Land of Serkar ji
West	Kachha Rasta 8' wide
North	Land of Smt. Sangeeta Singh
South	Land of Smt. Acha Singh.

(II) LAND: Shall mean such portion of the pieces and parcels of land situated lying and comprising landed property described and detailed hereinabove as 'said premises'

(III) BUILDING: Shall mean the new building or buildings to be constructed or intended to be constructed on the said land detailed above.

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उत्तर प्रदेश UTTAR PRADESH

AL 736094

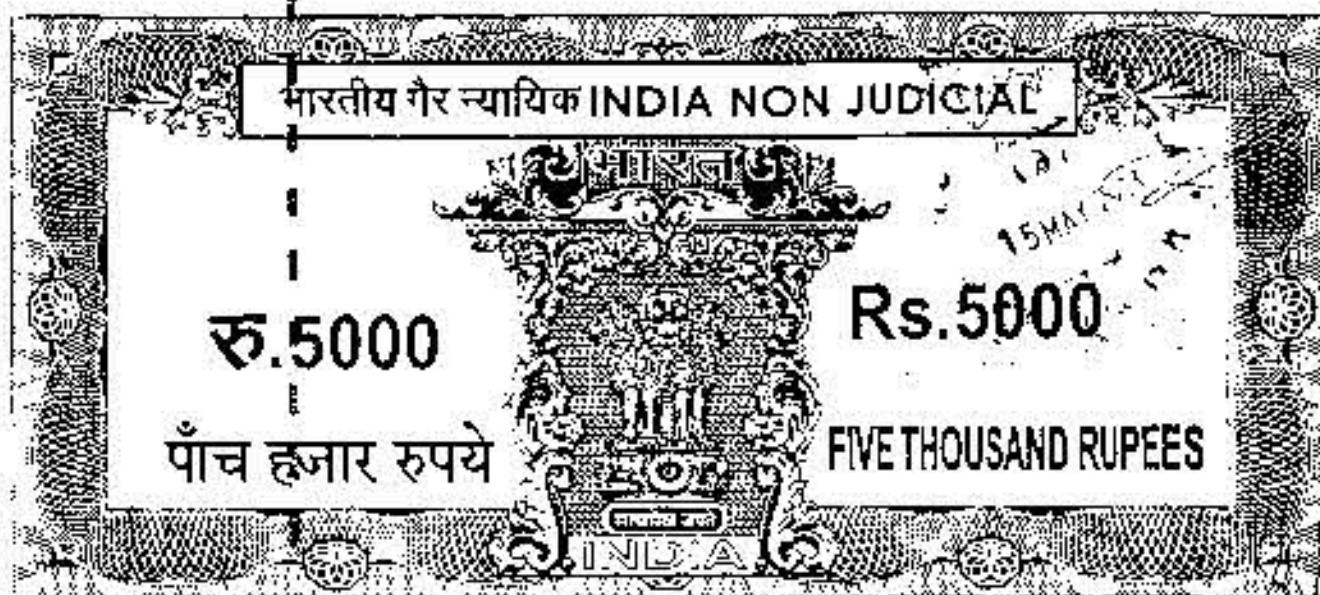
(21)

- (V) **UNITS:** Shall mean and include the several dwelling units and/or other spaces intended to be built and/or to be constructed in or upon the said premises and/or other portion, spaces in the said premises capable of being occupied and/or used and/or enjoyed.
- (VI) **PLANS:** Shall mean and include the building Plans for construction of the building and likewise and shall also include the revised and/or modified and/or other Plans, elevations, designs, drawings and specifications for completion of the construction of the building.
- (VII) **SUPER BUILT-UP AREA:** Shall mean and include the total covered areas of the unit including walls and proportionate common portion/parts of the building/premises to be finally determined and ascertained, Satisfy by the Land Owner and Developer.
- (VIII) **PROPORTIONATE UNDIVIDED AND UN-DEMARCATED LAND AREA:** Shall mean and include the area of land beneath the building which is undivided and un-demarcated.
- (IX) **TRANSFER:** With its grammatical variations shall include a transfer by possession and by any other means adopted for effecting the transfer.

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उत्तर प्रदेश UTTAR PRADESH

AL 736095

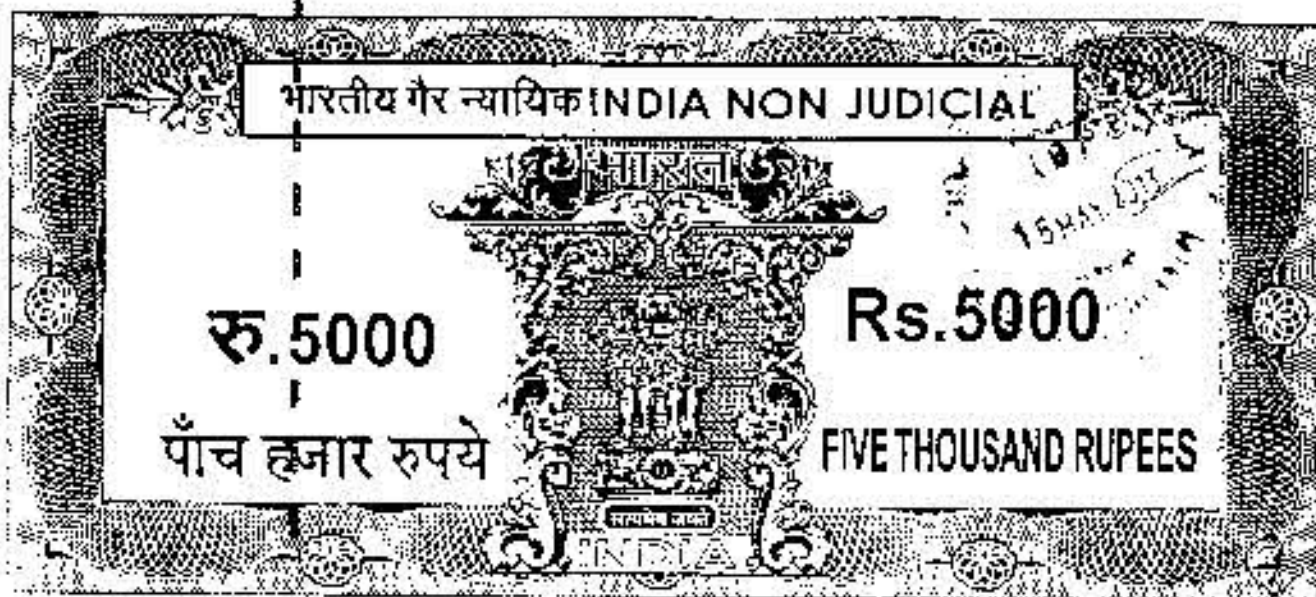
(22)

of dwelling units and/or other spaces in the said building and/or premises to a buyer thereof.

(X) ADVOCATE: Shall mean Advocate or Advocates as the Developer may appoint from time to time.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN PRESENCE OF THE WITNESSES.

NOTE: That total area of land is 2275 sq. ft. i.e. 211.524 sq. mtr. and is situated at Road, thus Government valuation of the property @ Rs. 7,800/- per sq. mtr. is Rs 16,49,880/- i.e. Rs. 15,50,000/- and accordingly Stamp Duty of Rs. 1,15,500/- is being paid.



उत्तर प्रदेश UTTAR PRADESH

AL 736093

(73)

WITNESSES:

(1) Name : R. P. Singh
Father's Name : Gampati Singh
Address : Village : Goin P.O. : Goin
Dist : Ghazipur (U.P.)

(2) Name : Visander Rai
Father's Name : Shri Sri Rama Shankar Rai
Address : 152 New Market
Mughal Sarai

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उत्तर प्रदेश UTTAR PRADESH

T 239036

(24)

Drafted by: Manoj Vishra, Advocate
Civil Court, Varanasi

Typed by: EFFICIENT PRINTERS
Gallery, Adweekh Brahm, The Banaras Bar Association
Civil Court Compound, Varanasi

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1. रखे की स्थिति - [Canebleed] [15/11/74]
2. निर्माण की स्थिति - P.O.
3. निर्माण की प्रकृति (व्यवस्थादि) / वातावरण -
4. विशा सूचक -
5. लुप्त / कुत्त / बालक / बाल / गेट / जटि / विभिन्न गुण / रंग

सम्पत्ति का पोस्टकार्ड साईज का रंगीन फोटोग्राफ



1. प्रथम पक्ष -

2. द्वितीय पक्ष -

3. तृतीय पक्ष -

22/11/74
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3. प्रकृति / विनियमित / विनियमित / विनियमित

4. सम्पत्ति का विवरण - 22/11/74 99/11/74 - 21/11/74 Sq. Mtr. covered under
Anazi No. 1000 Situated at Mahabha - Sec 12, Ward
Sardar, Pargana Chhapra Tehsil Sadar Dist.
Jalandhar

चौहदवां

पक्ष - [Signature] [Signature]

विषय - Kachha Rasta B. W. 100

तत्पर - [Signature] [Signature] [Signature]

वसिष्ठ - [Signature] [Signature] [Signature]

6. स्थान वेष्टा को करने वाले उ-ग 1/7/74

दिनांक - 22/11/74

स्थान - [Signature]



उत्तर प्रदेश UTAR PRADESH

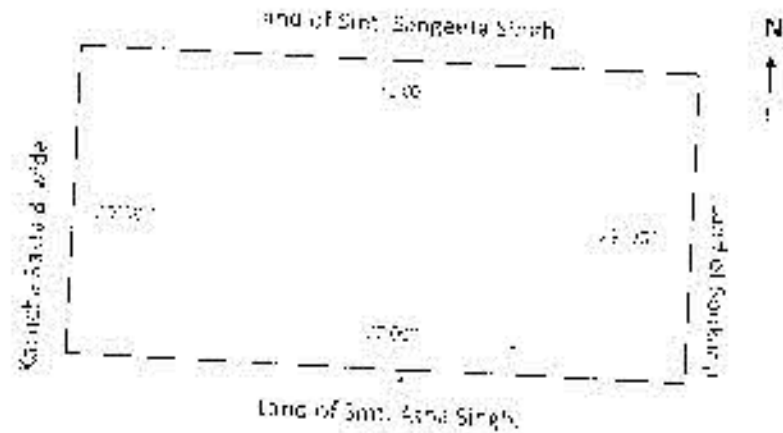
SITF PLAN

88AB 390361

All that land measuring the total area measuring 2276 sq. ft. i.e. 211.524 sq. mtr. covered under Area No. 1000, situated at Mohalla Seerole, Ward-Seerole, Pargana Shivpur, Tehsil-Sugar District-Gorakhpur.

TOTAL AREA= 211.524 sq. mtr.

and of Smt. Sangeeta Singh



Land of Smt. Arun Singh

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