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उत्तर प्रदेश UTTAR PRADESH



रकम 273000 ✓



THIS AGREEMENT OF DEVELOPMENT EXECUTED THIS THE 23rd DAY OF FEBRUARY 2012.

BETWEEN

Deepak Kumar Singh son of late Mohan Singh (Ahuwalia) resident of N-14/25 Sarai Nandan, Sundarapur, Varanasi, hereinafter referred to as the LAND OWNER/ FIRST PARTY which terms unless repugnant to the context include his heirs, legal representatives, executors, administrators and assignees,

Deepak Kumar Singh

For- I. P. HOUSING PROJECTS PVT. LTD.

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भारतीय गैर न्यायिक INDIA NON JUDICIAL



उत्तर प्रदेश UTTAR PRADESH

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AND

I.P. Housing Projects Pvt. Ltd., a company incorporated under The Indian Companies Act, having its registered office at 76, Lajpat Nagar, Varanasi, through one of its directors **Manish Talwar** son of Sri I. K. Talwar, resident of 76, Lajpat Nagar Varanasi, hereinafter referred to as the **SECOND PARTY/ DEVELOPER**, which terms unless repugnant to the context include its successors, nominees, executors and assignees.

WHEREAS Smt. Reeta Singh purchased 2540 Sq.ft. of land of the said settlement plot no. 516 Village Kakarmatta, Pargana Dehat Amanat, Distt. Varanasi through deed of sale dated 30-03-2002 registered in the office of Sub Registrar, Varanasi, in Book no. I, Volume no. 1358, at pages 281 to 312, at Sl. no. 1045 on 30-03-2002, and another adjoining 3000 Sq.ft. of land out of the same settlement

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plot through deed of sale dated 30-03-2002 registered in the office of Sub Registrar, Varanasi, in Book no. I, Volume no. 1358, at pages 312 to 334, at Sl. no. 1046 on 30-03-2002.

AND WHEREAS the said Smt. Reeta Singh obtained premises no. N-10/79-R-10-S and N-10/79-R-10-K from Nagar Nigam Varanasi, on the property purchased by her in the aforesaid manner.

AND WHEREAS the said Smt. Reeta Singh sold 5057 Sq.ft. or 469.98 Sq.mtr. of land out of the property so purchased to Deepak Kumar Singh, the First party/ land owner, through a registered sale deed, which is registered in the office of Sub Registrar, Varanasi in Book no. I, Volume 4494, at pages 65/98 at Sl. no. 7561 on 08-12-2010.

Deepak Singh

For: I. P. HOUSING PRODUCTS Pvt. Ltd.

[Signature]
Director

भारतीय गैर न्यायिक INDIA NON JUDICIAL

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पच्चीस हजार रुपये



INDIA

Rs.
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TWENTY FIVE THOUSAND RUPEES

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AND WHEREAS thus the landowner, Deepak Kumar Singh is the owner of total area of 5057 Sq.ft. land adjoining to each other and morefully detailed and described in schedule hereunder.

AND WHEREAS Landowner/ First Party entered into exclusive possession over aforementioned property after the acquisition in aforementioned manner as owner thereof more fully detailed in the schedule hereunder as owner thereof without any dispute or claim by any other person.

AND WHEREAS the afore-mentioned land owned and possessed by the First Party/Land Owner is a low land in the shape of a pit and lying vacant, and in no use rather the First Party has to spend money for its security and maintenance, therefore, decided to get the land developed but the First Party has no expertise of

Deepak Kumar Singh

For: L. P. HOUSING PROJECTS PVT. LTD.

Director
DIRECTOR

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development in the matter, nor it is possible for him to supervise or regulate the development work.

AND WHEREAS the Second Party/Developer, is developing the land adjoining to the land aforementioned and has necessary expertise and work force, therefore, the First Party approached the Second Party to take-up the developmental work of the land detailed in Schedule hereunder, to which the Second Party agreed and after mutual discussions and deliberations and necessary consultation, the parties hereunto agreed to the terms and conditions.

AND WHEREAS on the assurances given by the First Party/Land Owner that the first party is the absolute owner of the land the entire land is in possession of the first party and that the land bears a clean and perfect title and is free from any disputes,

[Handwritten signature]

For: I. P. Housing Projects Pvt. Ltd.

[Handwritten signature]
Director

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encumbrances, litigations, attachments, notices, Charges, mortgages, lease, lien, prior agreement, acquisition etc., the Second party/developer company, agreed to the proposal of the First Party/Land Owner to develop the said land more-fully detailed and described in the schedule hereunder.

AND WHEREAS after mutual deliberations and consultations it was decided that the Second party developer shall develop the said land entirely from its own funds and resources and the Second party developer shall be entitled to 58% of the property so developed along with undivided, indivisible proportionate share in the land and other common areas and common facilities of the developed building and the First Party/Land Owner shall be entitled to 42% of the built up area of the developed property along with undivided, indivisible, proportionate share in the land and the

Deemed

For: I. P. Housing Products Pvt. Ltd.

[Signature]



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other common areas and common facilities of the developed building.

NOW, THEREFORE, THE PARTIES HEREUNTO EXECUTE THIS AGREEMENT AND BIND THEMSELVES WITH THE FOLLOWING:-

1. That the First Party/Land Owner hereby declares that he is the absolute owner of the property, more-fully detailed in the schedule hereunder and as shown in the plan annexed hereto.
2. That the First Party/Land Owner has handed over actual physical possession to the Second party/ developer over the land detailed in schedule hereunder for the development of the same.

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For L.P. Housing Projects Pvt. Ltd.

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DIRECTOR



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श्री. दीपक कुमार सिंह

श्री. मोहन सिंह

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पुनः प्रमाणित किया गया

गिनफल
श्री. दीपक कुमार सिंह
श्री. मोहन सिंह



नियोजित किया गया
एन 14/25 सरायनन्दन, सुन्दरपुर, वाराणसी

दिनांक 24/2/2012 समय 10:45PM

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर
पुष्पिमा मिश्रा
SRO-4

निष्पादन लेखपत्र आदि करने व सम्पत्ति मजसूम व पण्डित धनार्थी प्रमाणित किया

Sub Registrar-4, VNS
24/2/2012

श्री. दीपक कुमार सिंह
पुत्र श्री. मोहन सिंह
पेशा व्यापार
निवासी एन 14/25 सरायनन्दन, सुन्दरपुर,
वाराणसी



श्री. अशोक कुमार सिंह प्रो. ने. प्रो. ललिता नरिसे डा. ये.
मनीष तलवार
पुत्र श्री. अशोक कुमार सिंह तलवार
पेशा व्यापार
निवासी 76 लाजपत नगर वाराणसी



ने निष्पादन स्वीकार किया।
लिखित प्रमाण श्री. शिवमोहन दीक्षित
पुत्र श्री. के. ए. ए. दीक्षित

निवासी के 87/81-बी भरत मिलाप कालोनी वाराणसी
श्री. मनोज कुमार सिंह
पुत्र श्री. सुभाष सिंह
पेशा
निवासी महामलपुर कछवा मीरजापुर



दिनांक 24/2/2012

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर
पुष्पिमा मिश्रा
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Sub Registrar-4, VNS
24/2/2012



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3. That the Second Party shall have full authority to get the plan and its modification, if any, approved from Varanasi Development Authority and obtain such other sanctions, No-objections, permissions etc. from any other authority, as and when require, either in the name of the First Party/Land Owner or its own name.
4. That the entire expenses of development of land, from preparation of plan up to final construction, shall be borne by the Second party alone and no incidence of cost or expenses on this score shall fall on the first party.
5. That after the sanction of the construction plan from Varanasi Development Authority and before start of the development work, on a copy of the approved plan; the parties shall mark units/Flats to be allotted to each party as

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For J. P. Estates Developers Pvt. Ltd.

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उत्तर प्रदेश UTTAR PRADESH

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per the percentage share aforementioned such that the units/flats marked for both the parties shall be similarly located in the developed building. Such marking of share shall be done in two copies and signed by the First Party/Land Owner and the Second party. Each party shall retain at least one copy for future reference.

6. That after the sanction of the construction plan and after the portions to be allotted to the respective parties are marked, the Second party shall take up the work of development in the right earnestness and complete the developmental work as far as possible within a period of Four years from the date of the registration of this agreement, subject to *force majeure*.
7. That the Developers shall keep the land owner indemnified against all claims, compounding, demands of any nature in

Devi...

... Projects Pvt. Ltd.
Director
DIRECTOR



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कार्य विज्ञान वा काम विज्ञान प्रमाण प्रमाणपत्र
राज्य नंबर ६११२५/१३/३०
नकल की प्रमाणित
दिनांक दिनांक २०१२

Registration No. 943

Book No. 1

0201 आईपीओहालसिंग पोणेब्राओलिन जरिये वाये, गनीप तलवार

आईए के तलवार

लातपत नगर वाराणसी

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उत्तर प्रदेश **UTTAR PRADESH**

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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, workers, etc. It shall be the responsibility of the Developers to safeguard any materials or goods brought by the Developers. If at any time, any loss of any material or any goods of the Developers is caused or pilfered or stolen, the land owner shall not be liable for the same.

8. That similarly if on account of any defect in the title of land owner or upon any litigation in respect of the title of the first party, or upon finding of any charge, lien or encumbrances on the property to be developed, any obstruction is caused, the land owner shall indemnify the Developers for the loss and/or delay. The period of delay on account of such

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For- I. P. HOUSING PROJECTS PVT. LTD.

Mona

DIRECTOR



उत्तर प्रदेश UTTAR PRADESH

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obstruction shall not be computed for the period of completion of the work. However, if on account of any defect in title of land owner or due to any litigation or objection in respect of the whole or part of the land to be developed the development work is affected and the Second party/developer has to bear any loss, the First Party/Land Owner shall be liable to pay for all the loss, cost and damages with interest thereon to the Second Party/Developer.

9. That it is agreed that the Second party may take financial assistance from any Bank or financial institution and with a view to secure such assistance the Second party shall be entitled to give in security of its share in the proposed complex.

For - I. P. HOUSING PROJECTS PVT. LTD.

Mona
DIRECTOR



उत्तर प्रदेश UTTAR PRADESH

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10. That the Second party shall be entitled to amalgamate other adjoining land with the land of the first party hereby agreed to be developed and may draw a composite plan of construction and develop the property amalgamating that land and also to provide portions of built up area of the developed property to other land owners as per the terms agreed to by the second party with those land owners. However, it is agreed that the percentage share of the First Party/Land Owner in the developed building shall be in the same proportion as the area of land of the first party.

11. That in the project certain earmarked common areas and certain common facilities also shall be provided and to be maintained within the common areas of the entire complex. The first and the Second party and/or their transferees shall

[Handwritten signature]

For: P. D. Projects Pvt. Ltd.

[Handwritten signature]
DIRECTOR



उत्तर प्रदेश UTTAR PRADESH

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necessarily become the member of the association or society or any other statutory body established for the maintenance of the common areas and certain common facilities complex and shall pay the membership charges as well as the recurring charges and any other charges fixed by that statutory body it for the maintenance of the complex as a whole. That the maintenance charges of common areas and common facilities shall be proportionately apportioned to each unit/Flat as may be in proportion to their super built up area to the entire super built-up area of the complex. The maintenance charges and other charges and other fees are to be paid to the maintenance authority of the complex in all circumstances, even if the flat in question remains vacant. The parties also hereby agree that the parties, or their

[Handwritten signature]

Housing Projects Pvt. Ltd.

[Handwritten signature]

Director



उत्तर प्रदेश **UTTAR PRADESH**

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transferees, shall also pay the proportionate cost for purchase and installation of the electricity transformer for the complex.

12. The common areas, including the open land, and the common facilities of the developed property, shall be for the joint and common use of the unit holders of the developed property and the First Party/Land Owner shall not have any claim on any specific portion of property except the units hereby agreed to be allotted to him.

13. That if at any time within a period of aforementioned four years it may be permissible to obtain further FAR for construction of further stories over the sanctioned floor, it shall be upon the discretion of the Second party to obtain the same. However, the entire expenses of purchasing such

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An-1 P. Sivasubramanian Pvt. Ltd.



Director



उत्तर प्रदेश UTTAR PRADESH

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further FAR shall be borne by First Party/Land Owner and the Second party in equal share and after construction of the same by Second party the developed area shall also be divided amongst the first and the Second party in the same ratio of 42% and 58% as agreed to herein above.

14. That after completion of the project, units/flats earlier marked by the parties shall vest in the respective party along with proportionate, impartible area of land and other common facilities and each party shall be entitled to exploit and deal with the units vested in each party in the manner they choose as its absolute owner which may include transfer by sale of units allotted to the parties.
15. That the optimum parking space shall be provided in the developed property, which also shall be earmarked in the

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For J. E. Housing Projects Pvt. Ltd.

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उत्तर प्रदेश UTTAR PRADESH

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final approved plan in the same ratio as agreed to hereinabove.

16. That the Second party/Developer alone shall decide the name of the developed building.
17. That the First Party/Land Owners shall be liable to pay the arrears of each and every nature till the date of delivery of possession given to the Second Party for development of the land. The Second Party/Developer shall pay water charges, water taxes, electricity charges or any other taxes or charges levied upon the property being developed and after the building is complete, all the above taxes charges shall be paid by the parties, in proportionate to their interest in the developed building.

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For I. P. HOUSING PROJECTS PVT. LTD.

[Signature]
DIRECTOR



उत्तर प्रदेश UTTAR PRADESH

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18. That it is reiterated the both the parties shall be entitled to exploit the Units/Plats vested in each party as detailed herein above in any manner they choose. The Developer is also hereby authorized, to transfer in any manner including transfer by sale, the Units/Flats vested in it detailed above. The Landowners also authorizes the Developer to do all acts and deeds not specifically mentioned in this Developer's Agreement for the development of the land detailed in Schedule hereunder and also to sell, lease, give on licence or transfer in any manner the Units/Flats vested in it along with the proportionate share in the land and parking space without any objection of the land owners.
19. The Landowner hereby also authorizes the Developer to do all acts and deeds not specifically mentioned in this

[Handwritten signature]

For: I. P. HOUSING PROJECTS PVT. LTD.

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DIRECTOR



उत्तर प्रदेश UTTAR PRADESH

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Developer's Agreement in respect of development of the said land and for exploitation of the developers share in the developed property.

20. That the First Party/ Land owner shall do or execute or cause to be done or execute all such further deeds, matters and things not herein specified as may be required to be done by the Developer and for which the Developer may need the authority of the owner, including any such additional power of attorney and/or authorization as may be required for the purpose provided that all such acts, deeds, matters and things shall not in any way infringe on the rights of the owner and/or go against the terms of this agreement.
21. That all the expenses for the execution and registration of this agreement are borne by the Second party/ developer.

Devi...

For: P. Housing Projects Pvt. Ltd.

Director
DIRECTOR



उत्तर प्रदेश UTTAR PRADESH

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22. That this Development Agreement is being executed and registered in Duplicate and both shall be deemed to be original for all intent and purposes.

SCHEDULE

All that open land having total area of 5057 square feet or 469.98 square meter part of settlement plot no. 516 Village Kakarmatta, bearing premises no. N-10/79-R-10-S and N-10/79-R-10-K Mohalla/Ward Nagwa, Village-Kakarmatta, Pergana-Dehat Amanat, Tehsil & District-Varanasi and bounded as follows:—



[Handwritten signature]

For I. P. Housing Projects Pvt. Ltd.

[Handwritten signature]

DIRECTOR



उत्तर प्रदेश UTTAR PRADESH

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- North :- Kutcha Private passage.
South :- Land of Smt. Sushila Singh.
East :- 2 feet wide land of Keeta Singh
thereafter house of Dr. D.P Singh.
West :- Land of Smt. Sushila Singh.

IN WITNESS WHEREOF, the parties hereto have executed
this development agreement this the day and month of the year
first above written.

For I. P. Housing Processors Pvt. Ltd.

[Handwritten signature]

[Handwritten signature]
DIRECTOR



उत्तर प्रदेश UTTAR PRADESH

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NOTE:-

(i) The property hereby given for development by the First Party to Second Party is an open land, residential in nature.

(ii) The Valuation of the property for the purpose of stamp duty is as follows:-

Land Area 5057 sq. ft. or 469.98 sq. mtrs.

@ Rs. 6200/- per sq. mtr.

=Rs.29,13,884 00

The parties to this deed are Indian Nationals.

Deed rect.

For L.P. Housing Finance Pvt. Ltd.

Director

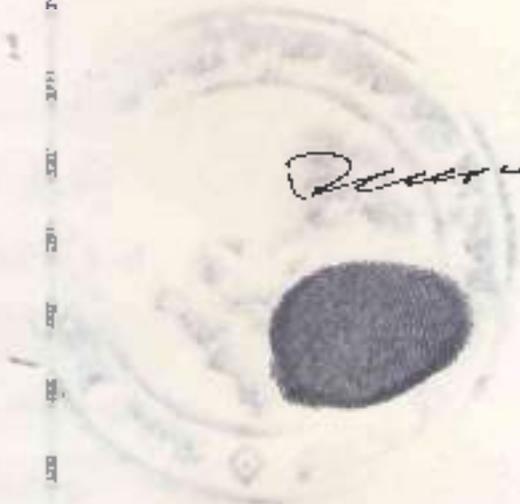


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IN WITNESSES WHEREOF, the landowner Deepak Kumar Singh and Manish Talwar for Developer Company have executed this Development Agreement this the date above mentioned of their free will and accord.



For: J. S. Projects Pvt. Ltd.

Deepak Singh



DIRECTOR



उत्तर प्रदेश UTTAR PRADESH

R 964770

23

WITNESSES:-

1. Name :- Shiv Mohan Dixit
Father's Name:- K. L. Dixit
Address :- K67/01-B Ghazut malap colony
V.S.
Signature :- S. M. Dixit



For I. P. HOUSING PRODUCTS PVT. LTD.
No. 10
DIRECTOR





उत्तर प्रदेश UTTAR PRADESH

R 964769

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2. Name :- *[Handwritten Name]*
Father's Name:- *[Handwritten Name]*
Address :- *[Handwritten Address]*
Signature :- *[Handwritten Signature]*

For I. P. Projects Pvt. Ltd.

[Handwritten Signature]

DIRECTOR



उत्तर प्रदेश UTTAR PRADESH

R 964768

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Drafted by:- (Amit Varma)

Advocate,

Civil Court, Varanasi.

Typed by:-

R.K. Computer

Civil Court, Varanasi

For - I. P. Housing Projects Pvt. Ltd.

DIRECTOR

सम्पत्ति का पोस्टकार्ड साईज का रंगीन फोटोग्राफ



Deepak Kumar Singh son of late Mohan Singh (Ahluwalia) resident of N-14/25 Sarai Nandan, Sundarpur, Varanasi, hereinafter referred to as the LAND OWNER/ FIRST PARTY

— FIRST PARTY

I.P. Housing Projects Pvt. Ltd., a company incorporated under The Indian Companies Act, having its registered office at 76, Lajpat Nagar, Varanasi, through one of its directors **Manish Talwar** son of Sri I. K. Talwar, resident of 76, Lajpat Nagar Varanasi

— SECOND PARTY

सिवरन बाबराव

All that open land having total area of 5057 square feet or 469.98 square meter part of settlement plot no. 516 Village Kakarmatta, bearing premises no. N-10/79-R-10-5 and N-10/79-R-10-K Mottalla/Ward Nagwa, Village-Kakarmatta, Pergana-Dehat Amanat, Tehsil & District-Varanasi and bounded as follows:—

- North :- Kutcha Private passage.
- South :- Land of Smt. Sushila Singh.
- East :- 2 feet wide land of Reeta Singh
thereafter house of Dr. D.P Singh.
- West :- Land of Smt. Sushila Singh.

प्रतिफल :- 29,13,884/-

दिनांक- 23.02.2012 ई०
स्वाक्ष- मारणसी।

Deepak Kumar Singh

For- I. P. Housing Projects Pvt. Ltd.

Manish Talwar
Date: 23.02.2012

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दस
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RUPEES
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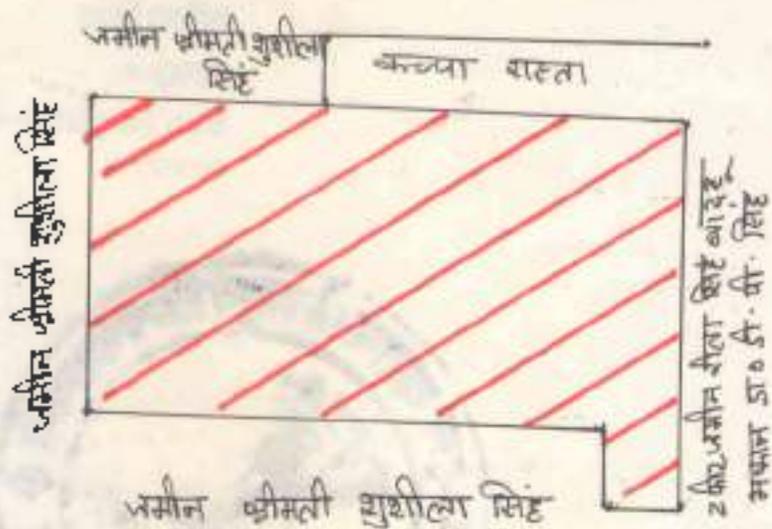
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अवकाश आवकत भूमिधारी अमराजी नं० 516 पर स्थित
सकान नं० N 10/79 R-10-S व N 10/79 R-10-1K बाका
मीजा अकरभन्ता परगना देहात अमानत वार्ड अगवां
तहसील व जिला वाराणसी

अकला  5057-0 वर्गमीटर 469-98 वर्गमीटर.



For J. P. HOODS PROJECTS PVT. LTD.

SHRISTI ASSOCIATE
V.D.A. APPROVED
LICENCE NO. 01

944-2

दिनांक 22-2-2012

जयपुर

अडि.वी. हाइसिंग प्रो.प्रा.लि. जयपुरमी

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भारतीय न्यायपालिका
राजस्थान हाइकोर्ट
जयपुर-302002

आज दिनांक 24/02/2012 को

वही सं. 1 जिल्द सं. 5135

पृष्ठ सं. 301 से 354 पर क्रमांक 943

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर:

[Handwritten Signature]

पूर्णमा मिश्रा

SRO-4

Sub Registrar-4, VNS

24/2/2012

