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10000 उत्तर प्रदेश UTTAR PRADESH

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DEVELOPMENT AGREEMENT

This Development Agreement executed this the 24th day of January 2012

BETWEEN

Manju Tripathi wife of Sri Bhupendra Tripathi resident of House no. 20, Vidhya Vihar Colony, Chandurwa, Chhittupur Road, Varanasi, hereinafter referred, to as the FIRST PARTY which term unless repugnant to the context include her heirs,



11 HAWANK TESSER PA. LTD.

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Manju
DIRECTOR



उत्तर प्रदेश UTTAR PRADESH

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(2)

Legal representatives, executors, administrators and assigns on the ONE PART.

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 on the other part.

WHEREAS the First Party is the absolute owner and is in complete possession of all that 3000 square feet of land bearing premises no. N. 79-M-10-BT, Mohalla Nagwa built

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महाराष्ट्र सरकार
जिल्हा न्यायालय

आयुक्त न्यायालय का नाम-विशेष सुभाष चंद्रकांत
संज्ञिका संख्या 41/135/113/39
संज्ञिका की प्रकृति -
आयुक्त न्यायालय का आदेश व सुनवाई का
विशेषीकरण विवरण, संज्ञिका की प्रकृति

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पंजीकृत मालिकाना आदेश संख्या 1 संज्ञिका संख्या 41/135/113/39 का आदेश संख्या 1000
श्रीमती मजू त्रिपाठी मजू त्रिपाठी
पुत्र श्री भूपेन्द्र त्रिपाठी
पेशा गृहिणी

निवासी श्रीमती मजू त्रिपाठी का नाम-विशेष सुभाष चंद्रकांत संज्ञिका संख्या 41/135/113/39 का आदेश संख्या 1000
अर्थात् पक्ष
ने जल निकासी का अधिकार देना
वने निषेधन सेना कक्षा



गजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उद्योति सिंह
निर्वाह

पूर्णमा मिश्रा
SRO-4

Sub Registrar-4, VNS

विधायक केन्द्रगत बाट पत्र व पत्रिका प्रकाश व बाट प्रकाशिका प्रकाशिका संख्या 1000

दिनांक 20/11/2012

श्रीमती मजू त्रिपाठी
पुत्र श्री भूपेन्द्र त्रिपाठी
पेशा गृहिणी
निवासी म.न. 20 विधा विहार कालोनी लखनऊ
छिन्नपुर रोड वाराणसी



श्री आर्य वी हाइसिम प्रोजेक्ट प्रा0 लि0 नरिमे डाय0
मनीष तलवार
पुत्र श्री आर्य के तलवार
पेशा व्यापार
निवासी 76 लालपत नगर वाराणसी



ने निषेधन स्वीकार किया।
जिसकी पहचान श्री मनोज कुमार सिंह
पुत्र श्री सुभाष सिंह
पेशा

निवासी महामलपुर कछना मीरजापुर
पुत्र श्री भूपेन्द्र त्रिपाठी
श्री0 नरिमे डाय0 त्रिपाठी

निवासी 20 विधा विहार कालोनी छिन्नपुर, वाराणसी

पत्रिका संख्या 1000 आदेशों के निर्माण अर्थात् निषेधनपत्रा लिखे गये हैं।

उद्योति सिंह
निर्वाह

पूर्णमा मिश्रा
SRO-4

Sub Registrar-4, VNS

20/11/2012



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(3)

over settlement plot No. 521/2 Village Kakarmatta, Pargana Dehat Amanat, Varanasi acquired through deed of sale dated 30.3.2002 registered in book number 1 Volume 1358 at pages 235/256 at serial number 1047 on 30.3.2002 from its previous bhumidhari Sri Bechu.

AND WHEREAS the land held by First Party is lying vacant and in no use rather the First Party has to spend money for its security and maintenance.

AND WHEREAS the First Party, therefore, decided to get the land developed but the First Party has no expertise of development in the matter, nor it is possible for him to supervise or regulate the development work.

AND WHEREAS the Second Party, the Developer, who is negotiating for development of the land adjoining to the

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Registration No. 447

Book No. 1

0101 मंजू त्रिपाठी

गुण-द त्रिपाठी

म.न. 20 दिना 11/02/2012 मंजू त्रिपाठी का वरिष्ठा

गुणिका

मंजू त्रिपाठी



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(4)

land aforementioned, held by the first party, 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 the parties hereunto, therefore, record as under the terms of development agreed to between the parties.

NOW, the parties hereunto execute this Development Agreement and bind themselves with the following: -

- (1) That the first party/land owner hereby declares that she is the absolute owner of the property, morefully detailed in the schedule hereunder and as shown in the plan

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 स्टाम्प कय करने की तारीख-----
 स्टाम्प केता का नाम-----
 स्टाम्प की समझौता-----
 स्टाम्प विक्रेता का नाम-----
 लाइसेंस नम्बर-----
 लाइसेंस की प्रवधि 12-4-07 से 1-3-2012
 अधिभूत विक्रय करने के दिवस न्यायालय
 अलग न पर 2011

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का. 41

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केता

Registration No 447 Year 2012 Book No 1

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आई के तलवार

76 सामाजिक नगर बाराणसी

प्यार

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annexed hereto without any dispute and that the land bears a clean and perfect title and is free from any disputes, encumbrances, litigations, attachments, notices, Charges, mortgages, lease, lien, prior agreement, acquisition etc.

- (2) That the first party/land owner hereby hands over actual physical possession to the second party/developer over the land detailed in schedule hereunder for the development of the same
- (3) That the Second Party is negotiation for development the neighboring land, therefore, by adjoining the land detailed in Schedule hereunder the second Party shall develop and construct of residential complex after

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उत्तर प्रदेश UTTAR PRADESH

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(6)

getting a consolidated development plan sanctioned from the authorised authorities.

- (4) That it has been agreed between the parties that the First Party shall have two flats (2 BHK Each) measuring having super built-up area of about 1050 square feet each as his share in the complex so developed along with interest in common area and facilities in the complex. The second party shall be entitled to the remaining built up area of the complex.
- (5) That the second Party shall have full authority to get the plan of construction 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.

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- (6) That the entire expenses of development of land right 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.
- (7) That after sanction of the construction plan and before start of the development work, in a copy of the approved plan, the parties shall mark units/Flats to be allotted to the first party.
- (8) That the Second Party after sanction of the Plan and after the flat to be allotted to the first party is marked, shall take up the work of development in right earnestness.
- (9) That second party shall complete the entire developmental work as far as possible within a period of

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four years from the date of registration of this agreement of development, subject to *force majeure*.

- (10) 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 during the course of Development 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.
- (11) That the Developers shall keep the land owner indemnified against all claims, compounding and/or

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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, workers, etc. of any nature. 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.

(12) 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

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the Developers for the loss and/or delay. The period of delay on account of such 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 second party developer.

- (13) 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

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second party shall be entitled to give in security of its share in the proposed complex.

(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 both the parties shall be entitled to exploit the flats 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

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by sale, the 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 flats vested in it along with the proportionate share in the land and parking space without any objection of the land owners.

- (16) That in the project there shall be 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 necessarily become the member of the association or society or any other

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statutory body established for the maintenance of the 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 as may be in proportion to their super built up area to the entire area of the land of the complex. The maintenance charges and other charges and other fees are to be paid to the statutory body in all circumstances, even if the flat in question remains vacant. The parties also hereby agree that both, the parties or their transferees, shall also pay

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- the proportionate cost for purchase and installation of the electricity transformer for the complex.
- (17) 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 shall not have any claim on any specific portion of property except the units hereby agreed to be allotted to her.
- (18) That the second party shall be entitled to amalgamate other adjoining land with the land hereby agreed to be developed and may draw a composite plan of construction and develop the property by amalgamating that land and also to provide built up area of the developed property as per the desire of the Second

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(15)

party. However, it is agreed that the share of the First Party/Land Owner in the developed building shall be as agreed to herein above.

- (19) That the 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.

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- (20) The Landowner hereby also authorizes the Developer to do all acts and deeds not specifically mentioned in this Developer's Agreement in respect of development of the said land and for exploitation of the builders share in the developed property.
- (21) That all the expenses for the execution and registration of this agreement are borne by the second party/ developer.
- (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.





उत्तर प्रदेश UTTAR PRADESH

Y 275803

(17)

PARTICULARS OF THE PROPERTY

ABOVE REFERRED TO:

All that land measuring 3000 square feet or 278.81 Sq.mtr. bearing premises no. N. 79-M-10-BT, Mohalla/Ward Nagwa built over settlement plot No. 521/2 Village Kakarmatta. Pargana Dehat Amanat, Varanasi butted and bounded as follows:—

- East : Land of Deepak Singh.
West : land of Sushila Devi.
North : Land of Kallu Sonkar.
South : Private passage un-built.

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उत्तर प्रदेश UTTAR PRADESH

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(18)

NOTE:-

- (i) The property hereby given for development by the First Party to Second Party is an open land, residential in nature.
- (ii) The parties to this deed are Indian Nationals.
- (iii) The property is not situated on any Road.
- (iv) No commercial activities are done in the vicinity of the afore mentioned land
- (v) The Valuation of the property for the purpose of stamp duty is as follows:—

Land Area 3000 sq. ft. or

278.81 sq. mtrs. @ Rs.5,100/- per sq. mtr. = Rs. 14,21,933.00

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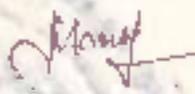
IN WITNESS WHEREOF, the Manju Tripathi First Party and Manish Talwar for the Second Party the Developer have executed this Development Agreement this the day, month and the year first above mentioned.

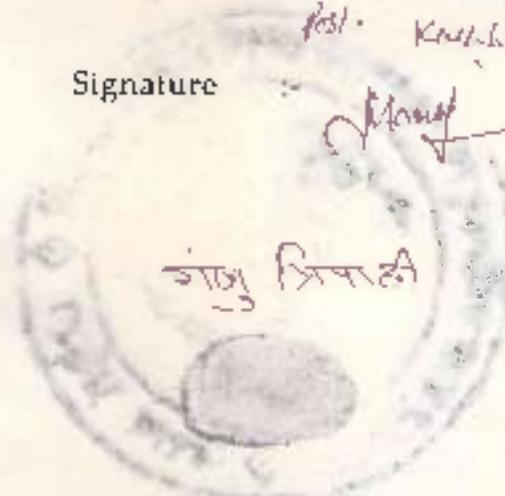
WITNESSES:-

1. Name :- Manoj Kumar Singh

Father's Name:- Shri Satobhast Singh

Address :- Vill. Motanahpur
Post. Kuchhaura Dist. Mirzapur.

Signature :- 





उत्तर प्रदेश UTTAR PRADESH

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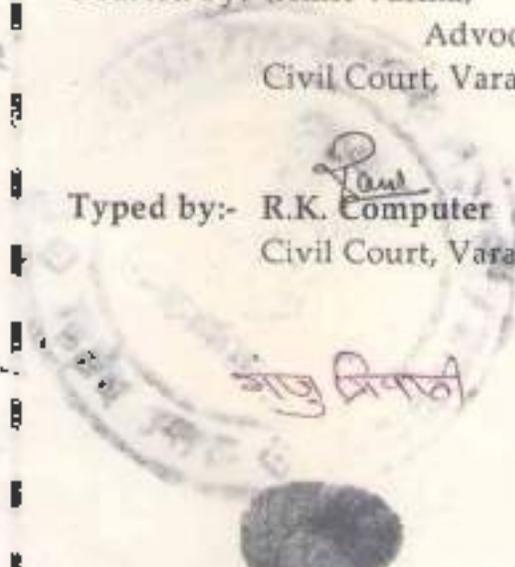
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2. Name :- Bhupendra Tripathi
Father's Name:- Late Shri Beshisth Tripathi
Address :- House No-20
Vidya Vihar colony
Signature :- Chittapur Varanasi-02
[Handwritten Signature]

Drafted by: (Amit Varma)
Advocate, *[Handwritten Signature]*
Civil Court, Varanasi

Typed by:- *[Handwritten Signature]* R.K. Computer
Civil Court, Varanasi



भारतीय इंस्ट्रुक्शन अधिनियम की धारा 32 (1) के अन्तर्गत निष्पादनकर्ताओं की अंगुलियों के सुस्पष्ट चिन्ह

नाम निष्पादन कर्ता / विक्रेता / क्रेता
दाहिने हाथ

मंजू सिपाही



अंगुष्ठिका



तर्जनी



मध्यमा



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कनिष्ठिका

बायें हाथ का



अंगुष्ठिका



तर्जनी



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कनिष्ठिका

हस्ताक्षर मंजू सिपाही

नाम निष्पादन कर्ता / विक्रेता / क्रेता

मन्जीर तलवार

दायें हाथ का



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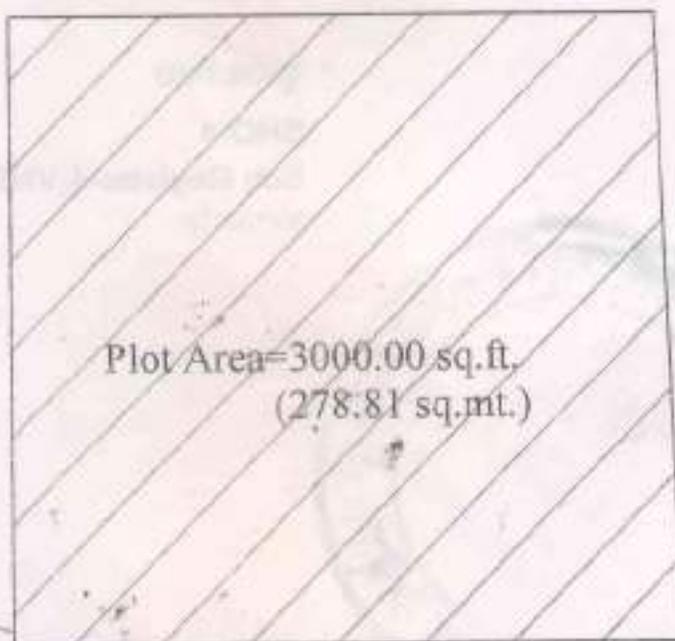
अनामिका



कनिष्ठिका

Land measuring 3000 square feet or 278.81 Sq.mtr. bearing premises no. N. 79-M-10-BT, Mohalla/Ward Nagwa built over settlement plot No. 521/2 Village Kakarmatta, Pargana Dehat Amanat, Varanasi butted and bounded as follows:—

- East : * Land of Deepak Singh.
West : land of Sushila Devi.
North: * Land of Kallu Sonkar.
South: Private passage un-built



Pvt. Passage

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आवक क्रमांक 30/01/2012 को
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पृष्ठ सं 171 से 193 रा दफ्तार 447
संलग्नक क्रमांक ।

संलग्नक अधिकारी के हस्ताक्षर


पूणिमा मिश्रा
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Sub Registrar-4, VNS
30/01/2012



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