

Serial No. 15388

Book No. - 1 Deed No. 14600

Serial No. 15388

Deed No. 14600



**Govt. of Bihar
District Registry Office, Patna**

Summary of Endorsement

This document was presented for registration on 09/04/2012 by Narendra Kumar
A stamp duty of Rs. 178300/- and other fees of Rs. 829/- has been paid in it.

The document was found admissible. The names, photographs and 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. 14600 in Book No. 1, Volume No. 259 on pages from 32 to 45 and has been preserved in total 14 pages in C.D. No. 41 / Year 2012

Date: 24/04/2012

Token No: 16122 /2012

Signature with Date
(Dhananjay Kumar Rao)
Registering Officer, Patna

SCANNED

DEVELOPMENT AGREEMENT

This Indenture is made and executed the 30th day of the month of March 2012

BETWEEN

SMT. BINA JHA, W/O SRI ASHOK KUMAR JHA

Resident of Mollha- Kumharar, PS-Agamkuna, Town & Dist. - Patna

Hereinafter referred to as the "OWNER" (which term or expression unless it be repugnant to the context/subject or meaning thereof shall mean and include its executors, administrators, successors, legal heirs and assigns) of the FIRST PART.

श्रीकेश कुमार

30/3/12

4/9/12

30.3.12

30.3.12

AND

M/S KUMAR BUILDCON PVT. LTD. having its Registered Office at 201, N.P. Centre, New Dak Bunglow Road, P.S. - Kotwali, Dist. - Patna - 800001, represented through its Director- **Sri NARENDRA KUMAR** S/o Late Sukhdeo Sinha, Resident of Sukhdeo Bhawan, P.S.- Kankarbagh, Town & Dist.- Patna- 800020, hereinafter referred to as the Developer (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors in office and assigns or nominees) of the SECOND PART.

WHEREAS the owner is seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land measuring approximately 07 katha 12 dhur, bearing Tauzi No. 189, Khata No 326, C.S.Plot No 458, Mauza - Kumharar, Survey Thana No 12, P.S- Agamkuna, within the limit of Patna Municipal Corporation and under the jurisdiction of District/Sub Registrar, Danapur Registry Office, Patna more fully described in the schedule appearing at the foot of this indenture and hereinafter referred to as "the Land" with boundary and out House.

AND WHEREAS the aforesaid land was acquired by father of the present land owner Late Gauri Shankar Pathak by three different deeds numbered as 983 Dated 16.04.1977, 984 Dated 16.04.1977 and 5849 Dated 29.07.1981. The said Late Gauri Shankar Pathak was mutated in the office of CO Patna and was paying rent and tax regularly. Late Gauri Shankar Pathak died on 05.07.2011, leaving behind the property in this deed along with other properties to his three daughters and one son namely Smt. Bina Jha (Land Owner), Smt. Nirjala Thakur, Smt. Punam Jha and Sri Rakesh Pathak.. The wife of Late Gauri Shankar Pathak had died during his lifetime. His three daughters and only son made a family arrangement on 26.09.2011 for the properties left behind Late Gauri Shankar Pathak. The present land owner as per the family arrangement became the absolute owner of the property detailed in schedule below. Smt. Bina Jha was also mutated in respect to the property detailed below and came in its exclusive possession over the same. She has got full power and authority to act as a owner regarding the said property.

Handwritten signature
30.2.19

Handwritten signature
312

AND WHEREAS the owner covenants that the scheduled land is in her exclusive possession with absolute right, title and interest and the same is free from all encumbrances, debts, liens, charges and attachments and is in marketable condition and the owner have right, full power and absolute authority and title to transfer the whole or part of aforesaid scheduled land.

AND WHEREAS the owner is interested in getting multistoried residential building complex developed and constructed through a reputed developer on the scheduled land and to acquire residential built up area in the shape of flats and parking spaces as consideration in exchange for the full and final value of the scheduled land and were in search of a reputed developer who could develop the aforesaid land on the reasonable terms and conditions.

AND WHEREAS the aforesaid developer offered to construct at its own cost residential building complex on the scheduled land of the owner hereinafter referred to as "the building" and to give 51.0 % of total built up area to be constructed on the scheduled land to the owner hereinafter referred to as "the owners' area" in full, final and adequate consideration for the value of 49.0 % of the scheduled land which shall be conveyed by the owner in favor of the Developer and/or its nominee or nominees including a co-operative society after completing the building and handing over of the owners' area by the developer to the owner and to retain the remaining 49.0 % built up area of the building hereinafter referred to as the "Developer's area" for its prospective buyers.

Certain terms and conditions were agreed by and between the owner and the developer with regard to the transfer of the said land by the owner to the developer and the construction of the said building by the developer and disposal of the flats and parking spaces there in the developer's area. The parties hereto are desirous of recording into writing the terms of such agreement as hereunder.

**NOW THIS DEED WITNESSTH AND IS HEREBY AGREED AND
DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOW**

1. The owner above named has agreed to appoint the aforesaid developer as the developer of the aforesaid land and grant to the developer, who hereby accept



Wanda Kuz
30.3.12

nie the
0.3.12

from the owner the right to develop the aforesaid land more fully detailed in the schedule hereunder written in the manner and on the terms, conditions and stipulations hereinafter appearing.

2. The owner simultaneously with execution of this indenture, hereby agreed to grant physical possession of the scheduled land to the developer and to entrust the right to take up preliminary works for development and constructions of building comprising of flats and car parking spaces and to allot, enter into agreement for sale developer's area of the same to its prospective buyers to the exclusion of the owners' area.
3. The owner shall convey transfer and/or assign to the developer and/or its nominee/nominees as the developer may desire free from all encumbrances 51.0 % (Fifty One Decimal Zero Percent) of total built up area at/or for consideration, simultaneously with ~~completion and handing over of physical possession of the~~ owners' area to the owner on the terms and conditions mentioned herein.
4. The developer shall start construction and on completion of the entire construction, the developer shall hand over the owners' area to the owner as consideration for the value of the 49.0 % of the aforesaid land to be transferred by the owner to the developer or its nominee/nominees including a co-operative society.
5. It is further agreed and undertaken by the developer that the owner shall have full right, title, ownership interest over the owners' area referred to above allotted to the owner as their share out of the total builtup area and the owner shall be fully entitled to enjoy the above builtup area either himself individually or collectively or shall be fully entitled to transfer, convey, grant otherwise alienate or transfer their interest in any manner deemed fit by the owner to any person, association of persons, firms, companies, body corporate, co-operative societies, government agencies etc. on such terms and conditions as may be decided by the owner. All cost of construction and otherwise of the aforesaid owners' area shall be borne and paid by the developer.
6. That it shall take about 2 years (Two Years) from the date of Agreement / handing over of peaceful vacant possession/ sanction of Plan of the schedule land which shall be later subject to a further grace period of 6 (Six) months to complete the

Handwritten signature
30.3.12

Handwritten signature
30.3.12

construction of the building provided that if any time is lost to the developer by such happening as is beyond the control of the developer including force majeure, fire, tempest or other inevitable causes or accident etc. In case the developer fails to complete the building within stipulated time as aforesaid, the owner shall be entitled for compensation @ Rs5000/- (Rupees Five Thousand) only per month till six months. If the developer fails to complete and handover the owners' area even after 3 (three) years in that event the owner shall be entitled for revised compensation @ Rs. 10000/- (Rupees Ten Thousand) only per month. The maximum time limit of this agreement is three years six months as detailed above.

7. The owner hereby agrees to put the developer in actual physical possession of the scheduled land to develop, plan, construct and enter in to agreement to sell the developer's area in the proposed multistoried building and as such the possession of the developer on the aforesaid land will be deemed to be final and conclusive and only the title will pass after payment of consideration amount in the shape of aforesaid agreed owners' area to the owner. The owner shall at no point of time try to dispossess the developer from the said land and the developer shall be deemed to be in possession of the said land and be free to do all acts, deeds and things required for development and marketing relating thereto at the developer's own cost and expenses.
8. The developer shall be entitled to develop the aforesaid land by constructing thereon one building comprising flats and car parking spaces in accordance with the sanctioned building plans and to allot developer's area in the building to be constructed on the said land to such person or persons the developer in its discretion, thinking fit and to receive and realise the prices in respect of the allotment and agreement for sale of such flats and parking spaces and to appropriate the same.
9. That the Developer shall act as an independent developer in constructing the said building over the scheduled land and shall keep the owner indemnified from and against all third parties claims arising out of any act or omissions against the development in or relating to construction of the said building.
10. The owner hereby authorises the developer to do, if required, all acts, deeds, matters, things given under :-

Abir Kumar
30.3.12

via the
30.3.12

- (i) To have the plans of the proposed building to be constructed on the aforesaid land amended in accordance with rules and regulations of the concerned authorities and other statutory provisions and to submit the said plans to the Patna Municipal Corporation authorities with the application for the approval and sanction and to do and sign all writings and undertaking as may be necessary in connection with the approval and sanction of such plans. However, the owner will also sign all the necessary plans, specifications, declarations, affidavits and other legal and statutory papers for getting the plan of the building sanctioned by the Danapur Nagar Parishad or amendments therein subject to their satisfaction.
- (ii) Notwithstanding anything contained in this agreement, the owner or her authorised representative(s) hereby reserve her right to be consulted, supervise and have her say in the entire process of planning and construction with a view to maintain its quality of construction in respect of the owners' area.
- (iii) To appoint architects, surveyors, engineers and contractors and other person or persons.
- (iv) To make applications to the concerned authorities for obtaining electrical connections and permits or quota for cement, steel and other controlled building materials.
- (v) To accept service of any writ, summons or other legal process or notice and to appear and represent the owner in any court or before any magistrate, judicial tribunal and other tribunals in connection with the development of said property and to commence or file suits, actions or other proceedings in any court or before any public officer or tribunal relating to the development of the said land or part or parts thereof and for any of the purposes aforesaid to sign, execute and deliver or file necessary vakalatnama, claims, plaints, orders, applications, affidavits, petitions and other documents, papers and writings.

Nanda Kumar
30.3.12

md Ahe-
0.3.12

- (vi) To enter into agreements for sale of or otherwise allot flats/parking spaces etc. in the aforesaid building to the purchaser in respect of the developer's area.
- (vii) To mortgage the aforesaid Developer's area (Built-up area only) with Bank and/or financial institutions for obtaining loan/working capital/short term loan/finance and also to obtain loan for purchasers of flats/parking spaces etc. as the said developer will decide at their sole discretion. The developer further affirms and undertakes that all money obtained as loan by pledging, hypothecating or mortgaging the aforesaid Developer's area shall be exclusively invested for the development of the said land and such moneys shall not be diverted to/invested in any other project work. But in no case the land will be encumbered.
- (viii) To transfer the developer's area or part or parts thereof from time to time to one or more proposed co-operative societies or bodies corporate or association of persons to be formed of the purchaser of flats in the aforesaid building subject to the condition that the delivery of possession to such purchasers will be made with owners' area to the owner only.
- (ix) To give on ownership basis or other basis the said developer's area in the property and the flats in the building to be constructed on the aforesaid land and to receive and appropriate to their own account the sale price in respect thereof.
- (x) And generally to do all acts deeds and things for developing the said property.
11. Whenever required by the developer the owner or her duly authorised representative will join as the confirming party in any agreement that the developer may enter into with any person or persons who desire to acquire flats or portions in the developer's area of the building on ownership basis.
12. Upon completion of the development work or before and subject to the terms and conditions contained herein as may be desired by developer, the owner shall make and execute in favour of the developer or their nominee(s) including co-operative housing society or association or persons or a body corporate, a proper

Handwritten signature
30.3.12

Handwritten signature
30.3.12

conveyance or such other deeds in writing as the developer may deem necessary for assuring or perfecting the title of the developer and/or their nominees to the aforesaid land.

13. Simultaneously on the completion of the building and handing over of the owners' area to the owner the owner shall execute or join in the execution of all documents necessary for giving the flats/parking spaces etc. to buyers in respect of legal title to their respective spaces including their un-divided proportionate share and rights in the land.

The owner agrees and undertakes that simultaneously with execution of this indenture she will execute and give an irrevocable general power of attorney in favour of the developer and or its nominee/s which shall be registered so that no hindrance or ~~obstruction be caused to the developer and~~ thereby giving the developer authority to have and enjoy peaceful possession of the said land in doing all such acts, and/or things that may be necessary for the development, planning, construction and agreement for sale of the said developer's area in building or spaces on the said land, hereby agreed to sign all the necessary legal and statutory documents for that purpose and also agreed to extend co-operation in development of the land. However, it is covenant between the parties that the aforesaid general power of attorney shall be governed by the provision of this development agreement and in case of any conflict between provisions of the aforesaid general power of ~~attorney and the development agreement~~, the provisions of the later shall prevail.

17. That the owner hereby declares:

- (a) That the area of the aforesaid land is approx 07 Khata 12 dhur,
- (b) That the property is a free-hold and the owner has title to the same free from all encumbrances.
- (c) That the said land is in her exclusive possession with absolute right, title and interest and the same is free from any encumbrances, debts, liens, charges and attachments and in ~~marketable condition~~ and the owner has not created any encumbrances on the said property or any part thereof by way of sale, mortgage, exchange, lease, trust, assessment, gift, right lien,

Nandini K...
30.3.12

me the
0.3.12

leave, license permission, rent, possession charge inheritance or any other encumbrances whatsoever.

- (d) That no notice or notification for acquisition or acquisitions under the statutes for the time being enforced have been received, served or issued affecting the said land or any part thereof and the owner is entitled to develop and/or cause to be developed the said entire land.
- (e) That there are no statutory claims, demands, attachments or prohibitory order made or issued by the taxation authorities, revenue authorities, Municipal authorities or any government or other local bodies or authorities concerning or affecting the said property or any part thereof.
- (f) That there are ~~no attachments either before or after judgment~~ and there are no claims, demands, suits, decrees, injunctions, orders, lispendence, notices, insolvency notice, petitions or adjudication orders made or issued by or at the instance of any part thereof.
- (g) The Land Owner declares that no proceeding under the Urban Ceiling Act have been initiated against the landowner as well as against the scheduled land till date. In case any fact to the contrary is found later on or detected by the concerned authority it would be the responsibility of the landowner to get the same cleared at their own cost to enable the developer to go ahead with the development work.

And it is agreed between the parties that if the developer finds any undisclosed defects in the title of the owner to the scheduled land or that the scheduled land is subject to any notice etc or due to which the developer is being debarred or restrained from the development work, in that event the developer shall be entitled to rescind this agreement and recover all the outgoing expenses incurred in constructions alongwith interest @12% p.a. and damages. Similarly if the rights and interest of the owner is risked compromised or flouted by the developer, the owner will be entitled to legal remedies and compensation and vice-versa.

Abdur Kuz
30.3.12

Bonie (The
20.2.2012

aforesaid land relating to the period prior to such possession, which shall be the liability of the owner alone.

13. That as the owner will receive the consideration for the scheduled land in the shape of built up area agreed as aforesaid, the owner shall at no time demand any further premium or has any interest in future dealings regarding the sale of developer's share of builtup area.
14. That this agreement shall not ever be deemed to constitute a partnership of any sort between the parties hereto.
25. The owner shall hold the owners' area on the same terms and conditions as the buyers of other portions of the building according to the standard agreement of the owners' association of "...J.B. ENCLAVE..." which may be mutually formed by the owner as well as the purchasers of the developer's area on due consent and approval of the developer. The owner and the purchasers of the developer's area and their nominees, respective agents, servants, licenses shall abide by the rules and regulations of the terms of agreement/bye-laws of the said owners' association and the owner and/or their authorized representatives and purchasers of the developer's area shall pay common utilities maintenance charges to the association on no loss no profit basis as per prevailing norm and be entitled to use all common facilities in the building complex intended for the utilisation.
26. Though the developer shall construct the building as per sanctioned plan and prevailing norm of the Patna Municipal Corporation or any bylaws.
The owner agree that if any levy is imposed by the Patna Regional Development Authority, Patna Municipal Corporation or any other public body (ies) or the government for the development/betterment of the area in which the said land is located or any other levy becomes applicable on the said land, the owner and the nominees of the developer or the developer jointly shall pay in the same proportion as their respective shares of builtup area in the building.
27. It is agreed that after the execution of these presents the developer or its nominee/s including a co-operative society shall be entitled to construct godowns and put up signboards and hoardings on the said land and if desired, fence the entire premises according to its requirements.

Abhich Aug
30.3.12

me No
20.3.12

18. That the owner hereby irrevocably undertakes not to sell, dispose, alienate the said property or any part thereof save and except putting the developer in possession thereof for the purpose of development pursuant to this agreement with the ultimate object of granting, conveying and transferring the property as developed as aforesaid to the developer or person or persons nominated by the developer including a society or societies or an incorporated body or limited company as hereinabove stated and further irrevocably undertakes not to do any act, deed, matter or thing as shall be in contravention of the declarations made by them in the present clauses.
19. In any event the owner without prejudice to foregoing declarations agree and undertake to remove all obstacles and clear all outstanding dues or defects at their own cost and keep the developer or its nominee's indemnified against any loss to that effect.
20. For the purpose of verifying the correctness of the declaration herein above made by the owner and in particular the declarations made above regarding the absolute ownership of the said land and their title hereto being marketable free from all encumbrances and also their undertaking not to encumber the said property or otherwise alienate or dispose or deal with the same or any part thereof save and except as hereinabove provided, that the developer shall be entitled to obtain copy of all documents including of title relating to the land for the purpose of the verification as aforesaid including investigation of the owners' title to the property. The owner undertakes to show all such relevant papers in original as and when required by the developer or its representative including financial institution.
21. The development of the said land shall be for and on account of the developer and neither the owner nor any other person or persons claiming through the owner shall have any right or interest in the development of the said land. The developer shall develop the said land at its own name and at its own cost and shall alone be responsible for the development of the said land.
22. All the outgoings in respect of the aforesaid land from the date of physical possession to be given to the developer hereunder shall be borne and paid by the developer who, however, shall not be liable for any of the outgoings of the

Handwritten signature
30.3.12

Handwritten signature
30.3.12

28. After completion of the building the entire plot under development shall be fenced with a matching low height boundary wall and secured with iron gates and guard posts.
29. It is agreed that in all transfers/conveyance of built up area, the purchaser/transferee shall bear the cost of stamp duty, court fees.
30. The owner agrees that the developer is free and entitled to merge her plot with the land of Smt. Pravawati, Situated in the North and others, hence a composite plan will be sanctioned containing the land of Smt. Pravawati and others with the present land owner.
31. That the developer will installed lift/transformer etc. at their own cost and the land owner will not contribute any amount on this account.
32. That this Development Agreement is being registered and will be guided by the different provisions of the BIHAR APARTMENT OWNERSHIP ACT 2006.
33. That in case of dispute and differences arising out relating to this development agreement, the same shall be settled by reference of the dispute or differences to the arbitrators appointed by both the parties under the provisions of the Indian Arbitration Act' 1940 as amended from time to time.
34. Courts of Patna shall have jurisdiction over all matters of disputes including the arbitration matter.

Government Value :- 89,07,000/-

SCHEDULE
REFERRED TO ABOVE

All that piece and parcel of land measuring 07 Khata 12 dhur more or less equivalent to 10344 Sq.ft. Situated and lying at Survey Plot No. - 458, Tauzi No. 189, Khata No. 326, Survey Thana No. 12, Mauza - Kumharar at Mohalla - Kumharar, Thana Code No- 501, Dist. Patna which is within the limit of Patna Municipal Corporation and under jurisdiction of District sub Registrar Patna. Registry Office Patna City and bounded as follows:-

North : Smt Pravawati

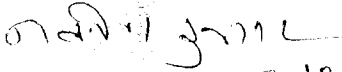
South : Chandrama Singh

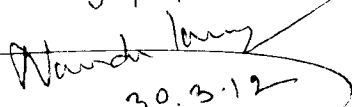
East : Branch Road

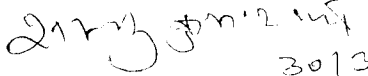
West : Part of Plot No. 458

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HAND ON THE DAY MONTH AND YEAR WRITTEN HEREINAFTER.

WITNESS :-


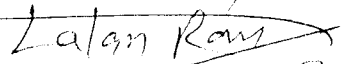
1. 
30/3
30/3
4000

Bina K.
30/3/12

30.3.12
SIGNATURE OF THE OWNER

2. 
30/3
30/3, 4000

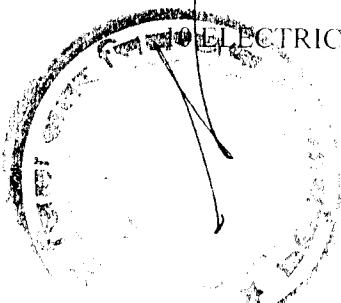
SIGNATURE OF THE DEVELOPER
PAN- AAACK9902G




Drafted by

30-3-12
LAT. 173/02
patra Carda

ANNEXTURE I TO THIS AGREEMENTBRIEF ARCHITECTURAL AND STRUCTURAL SPECIFICATIONS OF THE OWNERSAREA

1. FOUNDATION : R.C.C. Foundation.
2. STRUCTURAL : R.C.C. frame structure, Earthquake Resistant.
3. CIVIL WORK : No.1 (One) Brick work in 1:6 cement mortar.
4. FLOORING : 2'x 2' full body vitrified tiles flooring in all, flats. However all common movement area and stairs shall be kota stone/ Marble.
5. PLASTER : ½" plaster in cement mortar 1:6 on brick and 1:4 on R.C.C. Surface.
6. DOORS : 1.25" water proof (Marine Grade) Flush doors and sal wood chukhat Front Door solid wood.
7. WINDOWS : Sal wood chukhat and Bija sal /Gamhar wood frame with glass panel and iron grills with provision for wire net shutters.
8. TOILETS : Glazed tiles up to 7'-0" height with wash basin, shower, wall mounted E.W.C. in all toilets. Concealed PVC. Pipes TATA with hot and cold arrangements through single liver mixers in showers and wash basin, with wash basins Flooring in toilets non skid Glazed Tiles(1'X 6")or of standard size. Wash basin with granite counters and plumbing connections to be provided in the dining spaces as well as in the toilets.
9. KITCHEN : Working platform of granite top with stainless steel sink, glazed tiles dado upto 2'-6" height above working top. Provision for exhaust fan/ chimney in kitchen and toilets.
10. ELECTRICAL : Concealed P.V.C. conduit with copper wiring and standard electric accessories, Adequate light, Power points (without fan, tube, bulb etc.). Provision for A.C. Points in all



B. S. S. S.
30.13.12

Endorsement of Certificate of Admissibility

Admissible under Rule 5 : duly stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I-A, No. 05. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act					Rs.	178300	Amt. paid by N.J. Stamp Paper -		Rs. 0
Addl. Stamp duty paid under Municipal Act					Rs.		Amt. paid through Bank Challan -		Rs. 179129
Registration Fee							LLR + Process Fee		Service Charge
FEE PAID	A1	0 C	0 H1b	0 Ka1	0 Lii	0	LLR	0	
	A8	0 D	0 H2	0 K1b	0 Liii	0	Proc. Fee	0	350
	A9	0 DD	0 I	150 K1c	0 Mb	25	Total-	0	
	A10	0 E	250 J1	0 K2	0 Na	54			
	B	0 H1a	0 J2	0 Li	0				
						TOTAL-	479		
Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs.						829	Registering Officer		
Date : 09/04/2012							Patna		

Endorsement under section 52

Presented for registration at Registration Office, Patna on Monday, 09th April 2012 by Narendra Kumar S/O-Late Sukhdeo Sinha by profession Others. Status - Claimant

Narendra Kumar
09/04/12
Signature / L.T.I. of Presentant

Date: 09/04/2012

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those executants and identified by the person (identified by Lalan Ram age Sex M son/daughter of S/O-Late Ramu Ram resident of New Railway Colony, Patna.) whose names, photographs, fingerprints and signatures are affixed as such on back page / pages of the instrument.

Date : 09/04/2012

Registering Officer
Patna

Date :

Registering Officer
Patna