INDIA NON JUDICIAL
Government of Bihar
e-Stamp

Certificate No.	:	IN-BR01963181496279R
Certificate Issued Date	:	06-Mar-2019 02:27 PM
Account Reference	:	SHCIL (FI)/ brshcil01/ PATNA/ BR-PAT
Unique Doc. Reference	:	SUBIN-BRBRSHCIL01022207582706655R
Purchased By	:	TUBA AND ASSOCIATES
Description of Document	:	Article 5 Agreement or memorandum of an Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	Not Applicable
Second Party	:	TUBA AND ASSOCIATES
Stamp Duty Paid By	:	TUBA AND ASSOCIATES
Stamp Duty Paid (Rs.)	:	1,60,000(One Lakh Sixty Thousand only)
Reg. fee (Rs.)	:	26,025 (Twenty Six Thousand And Twenty Five only)
LLR & P Fee (Rs.)	:	0 (Zero)
Miscellaneous Fee (Rs.)	:	0 (Zero)
Discore SC (Rs.)	:	500 (Five Hundred only)
Total Amount (Rs.)	:	1,86,525 (One Lakh Eighty Six Thousand Five Hundred And Twenty Five only)

Serial No. 2709 Deed No. 2330

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

This document was presented for registration on **06/03/2019** by **Shagufta Nasreen (Agn)**
A Stamp Duty of Rs. **161000**/- and other Fees of Rs. **26525**/- has been paid in it.
The document was found admissible. The Names, Photographs, Fingerprints and Signatures of the Executants and their Identifier, who have admitted execution before me, are affixed on the reverse page.
The document has been registered as Deed No. **2330** in Book No. **1**, Volume No. **53** on pages from **553** to **569** and has been preserved in total **17** pages in C.D. No. **8** / Year **2019**

Signature with Date
(Satya Narayan Choudhary)
Registering Officer, **Patna**

Date: 06/03/2019 Token No: 2734/2019

SCANNED BY

..... Do not write or type below this line .....

TQ 0011099615

Statutory Alert:
1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000

INDIA

बिहार BIHAR

AC 697332

45
06/3/19

दस्तावेज की जाँच किया
एवं
तत्संबंध में अंकित तथ्यों से सुनिश्चित की गया।
06/3/19
जाँच लिपिक
(प्रवीण कुमार)

Shagufta Nasreen 6/3/2019

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEENT IS MADE ON THIS THE 06TH DAY OF MARCH 2019

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Token Number 2734 Reg. Year 2019 Serial Number 2709

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Shagufta Nasreen (Proprietor)						
Sig.	Shagufta Nasreen 06/3/19						
Executant	Aftab Ahmad (Pri)	✕ Photo	✕ Thumb	✕ Index	✕ Middle	✕ Ring	✕ Little
Sig.							
Executant	Mahtab Ahmad (Pri)	✕ Photo	✕ Thumb	✕ Index	✕ Middle	✕ Ring	✕ Little
Sig.							
Presented By	Shagufta Nasreen (Agn)	✕ Photo	✕ Thumb	✕ Index	✕ Middle	✕ Ring	✕ Little
Sig.	Shagufta Nasreen 06/3/19						
Executant	Shagufta Nasreen (Agn)						
Sig.	Shagufta Nasreen 06/3/19						
Executant	Shahab Ahmad (Pri)	✕ Photo	✕ Thumb	✕ Index	✕ Middle	✕ Ring	✕ Little
Sig.							
Identified By	Nirbhay Kumar						
Sig.	Nirbhay Kumar 06/03/19						



Shagufta Nasreen 6/3/19

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BETWEEN

1.Mr. Aftab Ahmad, (Passport No. Z2054604 & Mob. 0506277873) 2. Mr. Shahab Ahmad (Passport No. Z3371774 & Mob. 054-7931893) and 3. Mr. Mahtab Ahmad (Passport No. N8157213 & Mob. 056-4403839), all sons of Khurshid Ahmad, all residence of House No. 31, Haroon Nagar, Sector- 1, P.O. & P.S. Phulwari Sharif, District Patna, presently working and residing at Flat No. 101, Block-E, Wasl R420, Lulu Hyper Market Building, Al Karama, Dubai (UAE) through their Constituted Attorney Mrs. Shagufta Nasreen (PAN: AXOPN9752H) wife of Md. Faiz Ahmad, resident of Haroon Nagar, Sector- 1, P.O. & P.S. Phulwari Sharif, District Patna Power of Attorney dated 01.03.2019 duly Authenticated by Mr. Rajbir Singh Vice Consul Consulate General of India Dubai (U.A.E) hereinafter referred to as the 'OWNERS' (which expression shall unless repugnant to the context or meaning there to mean and include their heirs, administrators, executors, legal representatives, successors-in- interest and/or assigns) of the ONE PART.
Phone : 971506277873

AND

TUBA & ASSOCIATES ARCITECTS, ENGINEERS,VALUERS & DEVELOPERS, having its office at Office at ground Floor, Imam Plaza, Opposite Kautilya Public School, Ali Nagar, Anisabad, P.S. Gardanibagh, District Patna, through its Proprietor Mrs. Shagufta Nasreen (PAN: AXOPN9752H) wife of Mr. Faiz Ahmad, hereinafter referred to as DEVELOPER (which expression shall unless repugnant to the Context or meaning there to mean and include her/its administrators, executors, legal representatives, successors in office and/or assigns) of the ONE PART.
Mob. 7677373738

WHERES, the property more fully described in Schedule-A of this deed is the purchased property of the Land Owners named above measuring an area of three Kathas each of the Land Owner, situated in Phulwari

Shagufta Nasreen
6/3/19

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Sharif Chunautikuan now known as Sadar Colony, under Thana No. 35 Tauzi No. 5272, Khata No. 1065, Part of C.S. Plot Nos. 1718 & 1719, through Registered sale deed bearing deed No. 922/1997, Dated 10/01/1997 which was registered at Mumbai registry office Purchased from Nasima Khatoon wife of Late. Dr. S.M.Zakiuddin Resident of village Amrath, P.S. Jamui, District Jamui, at present residing at House No. B/39, People's Co-Operative society, Kankarbagh Patna through her constituted attorney Mr. Gholam Rasool son of Late. Hafiz Md. Fazil, resident of Village Amrath, P.S. Jamui, District Jamui, at present residing at House No. B/39 People's Co- Operative Society Kankarbagh Patna vide Power No. 297, Dated 1/9/1997 registered at Patna Sadar registry office, Patna.

AND WHEREAS, the Land Owner covenant that the aforesaid property is in their exclusive possession with absolute right, title and interest and the same is free from all encumbrance debts, lien, charges and attachments and in marketable condition and have in themselves good right, full power and absolute authority and title to transfer in the whole or part of the said property owned and possessed the same and they came and remained in peaceful physical and exclusive possession over the same as absolute owner.

AND WHEREAS, the said land Owners deposited deficit stamp duty in the registry office Patna and the same was recorded and accepted by the registering officer Patna on 11/2/2013 vide its Serial No. 71/2013 for regularization of the said registered sale deed.

AND WHEREAS, the Land Owner have assured that is free from encumbrances, debt, liens, charges and that they have good right, full power and absolute authority over the said land to enter into development agreement with the aforesaid Developer.

Shagufta Nasreen
6/3/19

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AND WHEREAS, the Land owners are interested in getting a multi-storied residential building complex developed and constructed over the said land on conversion basis.

AND WHEREAS, aforesaid developer offered to develop with their own resources a multi- storied residential building over the said land on conversation basis by getting proper approval from the concerned competent authority Patna Municipal Corporation /Nagar Parishad Phulwari Sharif, Patna.

AND WHEREAS, it is agreed between the land owner and the developer to enter into an agreement on the terms and Conditions noted hereunder.

NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED BY AND BETWEENTHE PARTIES HERE TO AS FOLLOWS:

1. That, the land owners have assured that the land is Free from all encumbrances, liens and charges.
2. That the Developer, develop the multi-storied residential building as per passing / approved map by the Nagar Parishad / Competent Authority only.
3. That the Land Owners have agreed to appoint the Developer with the sole right to develop the iand in form of multi- storied residential as mutually agreed and approved by the Nagar Parishad competent authority
4. That, the developer will construct the multi-storied Building at their own resources and 50% (fifty percent) of the total area constructed will be handed over to the land owner. As per mutually agreed division share between the Land Owner and the builder approved by the Nagar Parishad/ competent authority, in which Flat/Car parking space etc. will be share at the ratio 50%, share of the land owner in each floor and Ground Floor as mutually

Shagufta Nasreen 6/3/19

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agreed and rest 50% share of the developer/builder in each floor as mutually agreed.

5. That it is further agreed between the developer and Land Owner that the land owner will be entitled to fully enjoy his own share of 50% entire constructed area and parking space also either herself individually or collectively and shall have the full right either to sell or to transfer or to mortgage or to dispose of in any manner as per their convenience. Direct 50% as per consent of Land Owner and 50% as per consent of builder or mutually understanding.

6. That the developer will be entitled to fully enjoy his own share of 50% entire constructed area and parking etc. also either himself individually or collectively and shall have the full right either to sell or to transfer or to mortgage or to dispose off its share only in any manner as per his convenience for which the land owner will have no objection.

7. Common areas will be used jointly likely staircase, terrace, water tank, pump room, generator room, toilet, guard room etc. by the Land Owner and the Developer.

8. That the developer will have the right to submit the plan of the multi-storied building in the Nagar Parishad/ Competent authority and shall make every effort to get it sanctioned and the Land Owner cooperate the builder as per need and after satisfaction office sketch map the land owner will give their consent for Submitting plan.

9. The building will be designed & constructed in conformity to relevant IS codes applicable for R.C.C frame structure. The Architectural drawing and structural design & all drawing will be vetted by owner before actual construction starts. Once it is vetted by owner no further changes will be done by builder/owner.

10. That the land owner has agreed and undertake that he execute and give and registered development agreement and irrevocable power of attorney in favor of

Shagufta Nasreen 6/3/19

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the developer and give peaceful possession over the said and to do thing that may be necessary for the development, planning and construction.

11. That it has been agreed between the parties the second Party DEVELOPER shall complete the construction work within a period of **Two Year Six Months plus with grace period of 6 months** from the date of sanction of plan from the competent authority.

12. That the Developer shall be free to appoint at his own cost qualified architect, engineers, contractors and legal adviser as per his will and choice at their own cost for the success and implementation of the scheme.

13. It has been agreed that the developers will be free to apply for Electric connection, water connection etc. and the land owner will fully cooperate till the connection area sanctioned and done by the competent authorities.

14. That the Land Owner have handed over the photo state copies of all the relevant documents and undertake to produce the original whenever and where ever required in course of time.

15. That the Land Owner has assured to sign all necessary documents, paper, whenever required for the progress of the construction of the building.

16. That the entire cost of the project will be borne by the developer and the conversion share of the parties i.e. 50% of the builder and the same will not vary at the time of handing over the share.

17. That the different components of the structure of the building will be designed by expert.

18. That the land owner and the developer hereby mutually decided to declare their share in the map of the proposed building or by making separate memorandum of understanding after getting map from competent authority.

19. That the detail of land as mentioned in Scheduled and detail plan as approved in due course by Nagar Parishad/ competent authority will from part of agreement along with

Bhagwata Nasreen 6/3/19

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the agreed specification as prepared separately duly signed by both the parties which will also be considered as part of this agreement.

20. That the Land Owner will have right to visit site from time to time to watch the progress and so also the specification being followed and the short comings if any would be brought to the notice of the developer to be mutually solved by joint understanding as and when needed.

21. That multi-storied building will be constructed with 1st class specification has been prepared duly signed by both the parties.

22. The materials used for multi storied building construction will be all of 1st class specification purchased from standard firms by the developers.

23. The entire cost of construction including miscellaneous charge will be borne by the developer from beginning to end. The share of 50% of the land owner and 50% share of the developer will not vary due to market fluctuation up and down.

24. This development agreement has been prepared for the safe guard of both the parties for good and timely construction and completion with the period and both the parties will work as hands in gloves on mutual agreement.

25. That the developer shall be empowered to raise fund regarding his/its share's area i.e. 50% only from the financial institutions like HUDCO LIC Housing Finance, any Bank or from any other sources and for which the owner shall have no objection for the same and all the liabilities goes upon the developer only regarding the said fund.

26. That the old structure if any over the schedule below property will be demolished by developer at his own cost and the material of the same will be the sole and absolute property of the developer.

Shagufta Nasreen 6/3/19

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27. That the land owner hereby under take to vacate the land with structure soon as possible and after taking peaceful vacate possession the developer reserves the right to dismantle the old structure and all expenses bourn by the developer and the vestige the material and goods will be taken by the developer and the land owner have got no objection for the same in future.

28. That Developer shall construct the aforesaid building by using good quality building material as per specification which is enclosed here as scheduled and Developer shall also construct the aforesaid building according to map approved by NAGAR PARISHAD/ COMPETENT AUTTORITY. Nagar Parishad or any other component authority.

29. The land owner agree and undertake that they shall execute Registered Development Agreement according to Bihar ownership Apartment act 2006, and Bihar Ownership Rule 2006, and in this Act there is further no need of power attorney in favour of DEVELOPER and/or its nominee or nominees so that no hindrance or obstruction is caused to the developer in carrying out and discharge its obligation under these present and thereby giving the DEVELOPER right and authority to have enjoy peaceful possession of the said property for the purpose and to do all such acts, and/or things that may be necessary for the development planning, constructing of the said building/buildings and sale of the developer's area.

Shagufta Naseem 6/3/19

30. That after the construction and completion of the project the respective share OWNER i.e. DEVELOPER/ PROMOTER and the land owner shall be the absolute OWNER of their share and he/she will be entitled to sell/Transfer their share and as per the Bihar Ownership Rule in section 5(1) clearly declared their shares as absolute.

31. That the State Government of Bihar through Real State Regulatory Authority (RERA), Bihar the Developer

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follow the Rules and Regulations of the RERA to complete the building and to allot Flat to its members under the such Act.

32. That is the further agreed that in case of any dispute between the Land Owner and the developer it will be referred to the Arbitrator whose decision shall be building on both the parties under Indian Arbitration 1940 and Conciliation Act.1996 amended up-to-date.

33. That if in future any litigation of the Schedule-A Property, the developer will take necessary action to the litigation for the same. And time delaying due to litigation will vary in completion of the project.

34. Court of Patna shall have jurisdiction order all matters, of disputes.

SCHELUED-A

ALL THAT piece and pareel of landed property, with right, title, interest with possession thereon, total measuring an area of **Three Kathas,** situated in Phulwari Sharif Chunautikuan More in side, now known as Sadar Colony, under Thana No. 35, Tauza No. 5272,Khata no. 1065, part of C.S. Plot Nos. 1718 & 1719, **ZONE-03, Govt. Valuation Serial No. 01/04,** and with the jurisdiction of Sub Registry Office Phulwari Sharif and Sadar Registry Office Patna, Under Nagar Parishad Phulwari Sharif, Patna, which is Bounded as hereunder:-

BOUNDARY OF LANDED PROPERTY

NORTH	:	Mrs. Sajda Khatoon
SOUTH	:	Plot 11
EAST	:	Boundary wall and house of Phulwari Sharif Thana
WEST	:	Branch Road

Shagufta Nasreen 6/3/19

6/3/19

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SCHEEDULE – B

SPECIFICATIONS APPLICABLE FOR THE CONSTRUCTION OF THE BUILDING (STRUCTURE/ FINISING/FITTINGS AND FIXTURE)

i. Soil Bearing Capacity to be tested before design.

ii. Structural drawing to be submitted to land owner along with Computerized test report.

FOUNDATION: -

RCC Pile Foundation RCC Pile Footing/Cap Dimeter, Depth, Reinforcement detail to be clearly mentioned.

STRUCTURE: -

Minimum concrete cover to be properly maintained.

CONCRETE: -

(i) Concrete Mix Design to be properly followed.

(ii) Water reducing agents to be used to reduce water in concrete.

(iii) Excess amount of Water not allowed in Concrete.

(iv) No hand mixing of Concrete for piles/Pile Caps/Columns/ Beam/Slab. Only machine mixing allowed.

(v) ROOF: R.C.C. with W.P. Treatment

(vi) WINDOW : Aluminium frame with glass fitted in window as per Design.

(vii) FLOORING : Tiles vitrified

(viii) ELECTRICAL WIRING: Concealed PVC conduit, Wiring using copper conduct of standard quality (fire proof) accessories and fixtures not included.

CORRIDOR : Ties vitrified/marble/Granite

PAINTING

Exterior :- Weatherproof

Colour :- To be discussed

Internal :- Matte Enamel

EXECULUSIVE FACILITY

(a) STANDARD LIFT

(b) Submersible pump 24 hrs water supply.

Bhagufta Nasreen 6/3/19

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c) An Indian style toilet for Maintenance staffs, servants & drivers use at ground floor.

d) CCTV security camera facility connection for looking outer side of the building and parking and corridors, Stairs & Terrace specifications.

e) Open Terrace will be used by (50:50) percent i.e. land owner/developer's.

f) Ground floor area of land owner & Developer will be used for car parking as per percentage.

Progress Report of the Project will be handed over by the Developer to land Ownerwhich are as follows:

i. Map/ Plan
ii. Structural Drawing
iii. Computerized Test report of structural drawing
iv. Kitchen details (Granite, Sink etc.)
v. Electric point & details
vi. Height of ground floor
vii. Water proofing of terrace/ Water Tanks etc.
viii. Sewage/Drainage details
ix. Marble flooring except common area
x. Parking with Paving Block

NOTE: - As per mutual understanding the distribution of the shop/office/flat between land owner & developer will be done after the Approval of map within 15 days.

Monthly maintenance charge will be fixed by the society time to time and will be paid by all occupants every month. Charges will be fixed on per sq. feet basis.

Bhagirath Narayan 6/3/16

SCHEDULE–C

FULL DETAILS OF VALUATION

1. Total Area of vacant Three Kathas equivalent to 4080 Sq. Ft
2. Total cost of Land value comes to Rs. 75,00,000/- Only
3. Boundary Wall Value Rs. 5,00,000/-Only
4. Stamp Duty is according paid a sum of Rs. 1,60,000/- only @ 2% of the Total land valuation amount Rs. 1000/- Only.
5. Registration Fee Rs. 26,025/- and scanning Fee also paid through Challan.

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IN WITNESSES WHEREOF the Parties, have put their signature in presence of the witness on this day month and year mentioned above.

WITNESS: -

1. Nitchay Kumar
S/o Late Giriwar Pandey
Ojha Lodge, Near Prof. Colony
P.O. Shastrinagar, Shivpuri
Patna - 23
06/03/19

2. MD. QAYYUM
S/o MD. GHULAM RASOOL
MANGAL TALAB BAGH
Malu Khan P. City
PS/ KHAJEKALAN
Patna 06/03/2019

Shagufta Nasreen 6/3/19
(Shagufta Nasreen)
SIGNATURE OF LAND OWNERS ATTORNERY

TUBA & ASSOCIATES
Shagufta Nasreen 6/3/19
(Shagufta Nasreen) PROPRIETOR
Proprietor
For:- Tuba & Associates Architect, Engineers, Valuer & Developer
SIGNATURE OF THE DEVELOPER

As per Statement of the Parties I have Drafted Deed of Development Agreement in the 12 Page.

Md. Aamir Nizamuddin Sabir
(Md.Aamir Nizamuddin Sabir)
Advocate,
High Court, Patna

Advocate

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

Duty paid under Indian Stamp Rs. 161000/-

Stamp duty paid under Municipal Rs. 0/-

Amt.Paid By N.J Stamp Paper	Rs.	1000/-
Amt.paid through Bank Challan	Rs.	186525/-

Registration Fee

FEE PAID

A1	1000	C	0	H1b	0	K1a	0	Lii	0
A8	0	D	0	H2	0	K1b	0	Liii	0
A9	0	DD	0	I	5000	K1c	0	Mb	25
A10	0	E	20000	J1	0	K2	0	Na	0
B	0	H1a	0	J2	0	Li	0		
								TOTAL-	26025

LLR + Proc Fee

LLR	0
Proc.Fee	0
Total	0

Service Charge

500

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 26525

Registering Officer
Patna

Date: 06/03/2019

Endorsement under section 52

Presented for registration at Registration Office, Patna on Wednesday, 06th March 2019 by Shagufta Nasreen (Agn) Md. Faiz Ahmad by profession Others. Status - Executant

Shagufta Nasreen 06/3/19
Signature/L.T.I. of Presentant

Date:06/03/2019

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Nirbhay Kumar' age '36' Sex 'M', 'Late Rirwar Pandey', resident of 'Ojha Lodge, Near Professor Colony, Shastri Nagar, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 06/03/2019

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 53 on pages on 553 -569, for the year 2019 and stored in CD volume No. CD-8 year 2019 .The document no. is printed on the Front Page of the document.

Date : 06/03/2019

Registering Officer
Patna

Token No. : 2734 Year : 2019 S.No 2709 SCORE Ver.4.1 Deed No . :d No . : 2330

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