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Serial No. 4540 Deed No. 4438

Govt. of Bihar  
Sub Registry Office, Danapur  
Summary of Endorsement

This document was presented for registration on 24/04/2017 by Santosh Kumar Singh  
A Stamp Duty of Rs. 72300/- and other Fees of Rs. 21500/- 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. 4438 in Book No. 1, Volume No. 82 on pages from 395 to 409 and has been preserved in total 15 pages in C.D. No. 13 / Year 2017

24/4/2017

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

Date: 24/04/2017

Token No: 4807/2017



**DEVELOPMENT AGREEMENT**

This DEVELOPMENT agreement made on this 24<sup>th</sup> April of 2017.



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24.04.17



**BETWEEN**

**SRI SANTOSH KUMAR SINGH** son of Sri Aditya Singh, resident of Chhoti Badalpura, P.O. & P.S.- Khagaul, District- Patna, hereinafter called and /or referred to as the '**LAND OWNER**' (Which expression shall unless it be repugnant to the context or meaning there to mean and include their heirs, administrators, executors, legal representatives and/ or successors in interest) as the **FIRST PART**.

**AND**

**PARI CONSTRUCTION & DEVELOPER**, a "Partnership Firm under Partnership Act 1932", bearing its registration no. 82/2010, having its registered office at Patel Nagar, Near Gandhi Murti, Road No. 2, P.S.- Shastri Nagar, Town and District- Patna through its Managing Partner Smt. Prema Kumari Singh Wife of Sri Chanchal Sinha, Resident of Bari Badalpura, P.O. & P.S.- Khagaul, District- Patna, hereinafter referred to as "**DEVELOPER/ BUILDER**" (Which expression shall unless it be repugnant to the context or meaning there to mean and include their heirs administrators, executors, legal representatives and/ or successors in interest) as the **SECOND PART**.

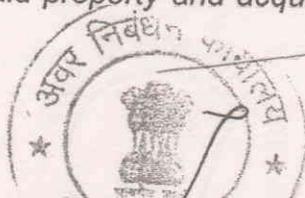
Whereas the owner who seized and possessed self acquired property through registered sale deed from Sri Nilratan Lal Son of Late Vijay Ratan Lal, resident of Chhoti Badalpura, P.O. and P.S.- Khagaul, District- Patna bearing Book No. 1, Volume No. ...k, Page Nos. ... to ...j, Deed No. 1483/2004, dated- 26.03.2004 thereafter land owner above named came in actual, physical possession over the same and mutated their names in the State Serista and paying rent to the State of Bihar through Circle Officer Danapur on Zamabandi No. 395/1 and said property is within the limit of the Khagaul Nagar Parishad, and more fully described in Schedule- 1 hereunder written (hereinafter for brevity sake referred to as "said property")

And whereas the owner is interested in getting a multistoried residential building complex developed and constructed on the said property and acquire built-up area in the

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shape of residential flats/ parking spaces as admissible under rules, as consideration for the value of proportionate land of the said property when conveyed by the owner to the Developer.

The aforesaid Developer offered to the aforesaid Owner to Develop and construct at it's own cost, a multistoried residential building on the said property of the Owner (hereinafter referred to as the said building in the name & style of "KRISH NA ENCLAVE" and the Owner being desirous or wanted and agreed to acquire flats and other built-up areas of the said property to be conveyed by the Owner to the Developer or its nominees including a co-operative housing society, firm, Association of persons, body corporate etc.

As a result of the negotiations between the parties here to and on the representation and declarations made by the owners as hereinafter recorded and agreement for the development of the said property by the aforesaid Developers has been arrived at between the parties here to upon conditions hereinafter appearing.

**NOW THERE PRESENTS WITNESSETH AND IT IS HERE BY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

1. The aforesaid Owner hereby appoints the aforesaid Developers as the Developer of the said property and irrevocably grants to the said Developer who hereby accepts from the owner.
2. The developer shall construct the building as per plans approved by the Khagaul Nagar Parishad authority empowered on the said property whose built-up area over several floors shall be distributed amongst the Land owner & Developer and it is on this basis that this "Agreement" is being entered into by and between the parties.
- 2.1 The developer agrees to construct complete and deliver to the owner 50% of total construction in the said premises of built-up area.

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- 2.2 The developer shall construct the building complex as per its standard specification annexed herewith and which forms parts of the Development Agreement as Schedule II.
- 2.3 Any extra work in the flat inside, deviating from standard specification and Alteration in the Owner's share area at the will of Owner and the owner will have to be paid as per actual extra cost to the Developer. As regards charges for electricity connection, Generator connection to flats, maintenance and/or any other charges will also be payable by the owner on same terms and conditions as applicable to the buyers of the developers area.
3. Immediately after the execution of the Development Agreement, the Developers shall proceed expeditiously with preparation of plans and drawings for the said building in consultation and consent of the Owners.
4. The owner shall have no objection if the aforesaid building plans are submitted to the local authority in the name of the Owner/Developer and agree to sign all such papers that may be deemed necessary by the developer for the same. However, all fees, costs, charges and expenses relating to such approvals/ sanctions, shall be born by the Developers alone.
5. The Developer shall be entitled to make all necessary corrections, alterations and revisions in the aforesaid plan, which may be required by the Khagaul Nagar Parishad for approval of the said building plans with the consent of the Owner.
6. It is hereby expressly, irrevocably and irretrievably agreed and declared by the Developers that the delivery and possession of 50% of the built-up area of the said building by the Developer to the Owner in the manner provided as mentioned in the agreement or to be mentioned in the conveyance deed later on.
7. The Owner hereby and from date of execution of this deed put the Developers in actual peaceful possession of the

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said premises to develop, construct and sell the proposed multi-storied building of his share.

8. The Developers will be entitled to develop the said property and constructing thereon, one or more building consisting of flats and car parking spaces and other tenements in accordance with the buildings plan and to allot any of the tenements in the building to be constructed on the said premises of such part or portion as the developer's in their discretion think fit out of their share of 50% and to receive and realize the prices in the respect of the allotment and sale of such tenements, flats and car parking spaces and appropriate the same to transfer, as and when develop the said property of parts thereof, form time to time one or more proposed co-operative society or bodies corporate of the purchasers of tenements and for purpose aforesaid mentioned.
9. That the developers will act as independent developers in constructing the said building over the schedule property and will keep the owner indemnified from and against all third parties claims arising out of any act or omission the development in or relating of the construction of the said building. The owner hereby authorize the Developers to do, if required, all acts, deeds, matters, things and in particular subject to other provision of the present agreement.
- a) It is hereby clearly agreed and accepted between the parties that the time of completion of the construction and handing over 50% (fifty percent) to the land owner's from the date of sanction of the map by Khagaul Nagar Parishad., however in case the completion of the project gets delay due to reasons beyond the control of the developer like force majeure, fire or earthquake or any other inevitable causes like accident or strike or civil commotion or any other act of god then so much time as it will be lost, will be further added to the period of 6 months (six months) as grace period.

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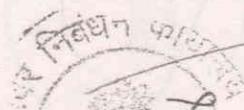


- b) To have plans of the proposed building/ buildings to be constructed on the said property prepared/ amended in accordance with rules and regulations of the concerned authorities in consultation with the owner and upon his concurrence/ approval and submit the said plans to the concerned authorities or do and assign all writings and undertakings as may be necessary in connection with the approval and sanction of such plans.
- c) To appoint Architects, Surveyors, Engineers and Contractors and other person and persons.
- d) To make applications to the concerned authorities for obtaining electrical connections. and permit or permits of quota or quotas for cement, steel and other controlled building materials.
- e) To accept service of any writ summons or other legal processor or notice and to appear and represent the owner in any court or before any Magistrate, Judicial Tribunals 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 officers or tribunal relating to the development of the said property or part or part thereof and for any of the file necessary Vakalatnama, claims, plaints, orders, applications, affidavits, petitions and other documents, papers and writings.
- f) (i) To enter into agreements for sale of or otherwise allot flats and tenements in the aforesaid buildings to the purchasers except the area allotted to the owner as stipulated above.
- (ii) To mortgage the said property excepting owners share with banks and/ or financial institutions to obtain loan/ working/ working capital/ short term loan to finance their aforesaid project (Multistory building) and also to obtain loan for purchaser of flats etc.

As the said Developer further affirms and undertakes all moneys obtained as loan by pledging, hypothecating or

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mortgaging the said premises to the extent of his share or creating charge on the said premises only and such moneys shall not be diverted to/invested in any other project work or purpose of the Developer. The developers will be bound to repay any financial assistance taken by them for the development of the project.

- (iii) To transfer the said property of developer share or part or parts thereof from time to time to one or more proposed co-operative society or bodies corporate or associations of person/ persons to be formed of the purchasers of flats and tenements in the aforesaid building, subject to the condition that the delivery of possession to such purchasers will be made with owners area to the owners only.
- g) And generally to do all acts, deeds and things for developing the said property.
10. The developers will be entitled to allot and sell their share of the built-up area in the building on the said premises and realize the sale proceeds thereof for development and construction of the building and their own use.
11. Whenever required by the developers, the owners will joins as under and/ or the confirming party in any agreement that the developers may enter into with any person or persons who desire to acquire flats or portions in the building on ownership basis only with regard to developer share. The amount receivable under such agreements for leasing out of the flats will be received by the Developers for their own use.
12. On the completion of the said building, the Owner, if so required by the developers with regard to it share, will execute or join in the execution of all documents necessary for giving the flat buyers legal title to their respective flats including their undivided proportionate share and rights in the land. That the developer will construct one shed on roof, which will be share of the developer.

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13. That the owners hereby declare :-

- a. That the area of the said premises is 3600 sq.ft. only more or less equivalent to 8.2659 Decimals of land.
- b. That the owner has not created any encumbrances on the said property on any part thereof by way of sale, mortgage, exchange, lease, trust assessment right, gift, lien, leave license, permission, rent, possession, charge inheritance or any other encumbrances whatsoever.
- c. That no notice or notification for acquisition or acquisition under the statues for the time being informed has been received, served or issued affecting the said property or any part thereof and owners are entitle to develop and or cause to be developed the said entire property.
- d. That there is no notice or order passed by the Patna Municipal Corporation or any other body an authority for set back or either acquisition of the said property or any part thereof and there is no requisition or whatsoever nature by the Municipality or other body or authority concerning or affecting the said property of any part thereof.
- e. That there are no statutory claims, demands, attachments or prohibitory orders made or issued by the taxation authorities revenue authorities, municipal authorities or any Government or the local bodies or authorities concerning or affecting the said property or any plot thereof.
- f. That their are no attachments either before or after judgment and there are no claims, demands, suits, decrees, injunction orders, lispēdens, notice, insolvency notice, petition or adjunction order made or issued by or the instance of any part thereof.

16. The owner hereby irrevocably undertake not to sell, dispose, alienate the said property or any part thereof have and except putting the developers in possessions thereof for the purpose of development pursuant to this agreement with the ultimate object of grating, conveying and transferring the property as developed as aforesaid to the developers or person nominated

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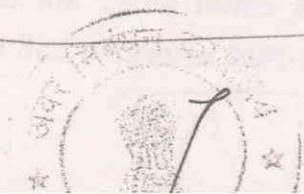


by the developers including a society or societies or an incorporated body or limited company as here in above stated and further irrevocably undertake not to do any act, deed, matter or things as will be in contravention of the declarations made by them in the preceding clause.

- (a) In any event the owners without prejudice to foregoing declarations agree and undertake to remove all obstacles and clear all outstanding doubts of defects at their own cost to vest the said property in developers or their nominees as said in preceding clauses.
- (b) For the purpose of verifying the correctness of the declaration hereinabove made by the owners and in particular the declaration made above regarding the absolute ownership of the said property and their title hereto being marketable free from all encumbrance and also their undertaking not to encumber the said property or otherwise alienate or dispose or deal with the same or any part thereof have and except as here in above provided. The developers will be entitled to retain all necessary documents including documents of title relating to the property for the purpose of the verification as aforesaid including investigation of the owner's title to the property. The owners undertake to handover attested Xerox copies of all relevant papers immediately.
17. All the outgoings in respect of the said property from the date of possession to be given to the developers hereunder will be borne and paid by the developers who, however, will not be liable for any of the outgoings of the property relating to the period prior to such possession which will be liability of the owners alone.
18. That as the owners will receive the consideration for the scheduled land in form of built-up area agreed as aforesaid, the owners will at no time demand any further premium or have any interest in future dealings regarding the sale of Developers share of built-up area.

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19. The owner will hold the owner's area on the same terms and conditions as the owner of other portions of the building according to the standard agreement that may be finalized by the developers. The owner will become members of association of persons or co-operative housing society whichever is found suitable by the developers and formed by them and the owner as well as their nominees, respective regulations of the association or co-operation housing society. They will be entitled to use all common facilities in the building complex intended for the utilization of the occupants of the building on the usual terms and conditions applicable to all for such utilization. The owner will also be entitled for equitable undivided proportionate share in land as per law.
20. The owner agree that in case any condo nation fee is imposed on the said building for any extra built-up area constructed in excess of the sanctioned plan, then the same will be borne and paid by both the owners and the developers in the ratio of their respective share of built-up areas in the said building for the extra area.
21. The owner agree that if any levy is imposed by the P.R.D.A./ P.M.C. or any other public body (ies) or the Government for the development/ betterment of the area in which the said premises is located or any other levy becomes applicable on the said premises or the building thereon, then the same shall be borne and paid by the owners and the developers jointly in the same proportion as their respective shares of built-up area in the building.
22. It is agreed that in all transfers/ conveyance of land/ or built-up area the purchase/ transferee shall bear the cost of stamp duty, court fee and other connected charges.
23. In case, at any time in future, additional built-up area above proposed square feet on the said premises is permitted, or sanctioned or constructed by the Developers. This will be shared mutually with the same terms as contained in this agreement and from this additional built-up area 50% will be

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given to owners and balance 50% will be owned by the Developers.

24. That owners will bear and pay all outstanding charges and dues whatsoever future dues and payable in respect of the scheduled property including ground rent, property tax, water and electricity charges, municipal dues/ tax and other outgoing up to the date of this agreement. Thereafter from the date of the agreement, all rents, taxes etc. Will be born by the developers and developers indemnify the owners against the same.
25. The owner and/ or their nominees will have the same rights, title and interest to use and enjoy all the common pool areas, stair- cases, common parking spaces, common passages and lobbies etc. As the developers and/or their nominees.
26. That in case of any dispute or differences between the parties arising out of relating to this Development Agreement, the same shall be reference of the dispute or difference to the Arbitrators appointed by both the parties at Patna.
27. This Development Agreement will be guided by 'Bihar Apartments Act, 2006'

**(SCHEDULE- I)**

**Description of the land under this development agreement**

All that part and parcel of land situated and laying at Situated at Mauza- Saidpura Salempur Chatura, P.S.- Danapur, Thana No. 51, Thana Code No. 173 in town and District- Patna bearing Khata No. 2, Survey Plot No. 615 , measuring about an area 3600 sq.ft. more or less, equivalent to 8.2659 Decimals (App.), within the limits of Khagaul Nagar Parishad and the same is dimension and bounded as follows :-

**DIMENSION**

North : 70 feet 07 Inch  
 South : 70 feet 07 Inch  
 East : 51 feet 00 Inch  
 West : 51 feet 00 Inch



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**BOUNDARY**

North- Sri Neel Ratan Lal

South- Sri Neel Ratan Lal

East- Smt. Lili Singh W/o Raj kishor Singh and Smt. Suddat Singh W/o Devendra Singh

West- 21 feet Wide Rasta

Which Government value of **Rs. 35,14,000/- (Rupees Thirty Five Lakhs Fourteen Thousand)** only.

In witness where of the parties hereto have executed this development agreement on 24 day of April 2017 in the presence of witnesses.

**WITNESSES-**

1. Alok KUMAR

BENDESWARI PRASAD SINGH

MOURYA VIHAR

BALMI ROAD

KHAGAUL, PATNA

24-04-17

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SIGNATURE OF LAND OWNER 24.04.2017

2. श्रीमती सुशीला

श्रीमती सुशीला

श्रीमती सुशीला

श्रीमती सुशीला

श्रीमती सुशीला

Preema Kumari Singh

SIGNATURE OF DEVELOPER



3. Anil Kumar  
Ram Sadanath Singh



**SCHEDULE - II**  
**SALIENT FEATURES OF THE PROJECT :-**

- (i) Foundation : RCC piling anti earthquake structure according design.
- (ii) Structure : RCC frame structure.
- (iii) Civil work : First class Brick structure walls in cement mortar.
- (iv) Doors : All doors-frames of Sal Wood 30/32 mm with flush door.
- (v) Window : All window will be made in frames of Aluminum with glass.
- (vi) Plaster : ½" thick plaster in cement mortar (1:6).
- (vii) Flooring : Marble tiles/ Flooring Tiles.
- (viii) Kitchen : Flooring with Tiles, Cooking platform with Granite Top sink of Stainless steel, Glazed tiles in Dado up to 2"- 0" above working top.
- (ix) Sanitary ware: Provision of hot & cold water connections in all Bathrooms & Kitchen with glazed tiles, Marble and wash basin of white colour of parware or Hind Ware I.S.I. Mark.
- (x) Electricals : Concealed PVC conduit pipe shall be laid with ISI approved copper wires properly insulated as required. Power point of A/C in all bedrooms, Switches of fancy Range Anchor.
- (xi) Telephone & T.V. Points: To be provided in all living rooms and bedrooms.
- (xii) Finishing : All internal walls & ceiling finished & Smoothened with Cement Lime Punning/ POP External surfaces by Aero/ Polymer based water repellent External paint
- (xiii) Water supply : Self-boring and supply through over head water tank.
- (xiv) Generator : A quality generator of standard make, ISI approved is to be provided to meet the supply of power right in all flats 300W during power cut situations.
- (xv) Lift : The project is to have one quality lift of standard make as per sanctioned of plan by P.R.D.A./P.M.C.
- (v) Wall : Out wall on same or weather court and inside wall on plaster of Perris.

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