Serial No. 10692 Circle:-:Patna Book No. :- 1 Deed No. 10279

Serial No. 10692 Deed No. 10279

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

This document was presented for registration on 14/08/2021 by **Kumar Brijnandan Singh**
A stamp duty of Rs. **8331000/-** and other fees of Rs. **101000/-** 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. 10279 in Book No. **1**, Volume No. **257** on pages from **290** to **314** and has been preserved in total **25** pages in C.D. No. **37** / Year **2021**

14/8/2021

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

Date: 14/08/2021 Token No: 10842 /2021

10842/21

दस्तावेज की जाँच किया एवं दस्तावेज में अंकित वर्णित विवरणी के अनुरूप सही पाया।
14/8/2021
(अरुण कुमार महाराज)

SCANNED BY

DEVELOPMENT AGREEMENT

This Development Agreement made and entered into at Patna on this 12th day of August,2021.

BETWEEN

1. **KUMAR BRIJNANDAN SINGH**, (Age 71 years approx) Son of Late Sachidanand Kishore Prasad Sinha, resident of behind Shiv Shakti Apartment, Kankarbagh Main Road, P.S. Kankarbagh, Patna-800020, Town and District Patna, Caste- Rajput, Occupation- Advocate, Nationality-Indian.

PAN- **ARJPS8540F**
Aadhar no.-**7831 8943 2662**
Mobile-7541816077

2. **DR. PUSHKAR ANAND** (Age 38 year approx) Son of Kumar Brijnandan Singh, resident of behind Shiv Shakti Apartment, Kankarbagh Main Road, P.S. Kankarbagh, Patna-800020, Town and District Patna, Caste- Rajput, Occupation- Doctor, Nationality-Indian.

PAN- **ANGPA2028M**
Aadhar no.-**3716 9197 2359**
Mobile-7541816077

Amarjeet Kumar Singh 12/8/21

CRATUS INFRA LLP
Rajiv Agarwal
PARTNER
12/8/21

सिरा पंजी में दर्ज नहीं है।

14/8/21

Kumar Brijnandan Singh
12-8-21

12/8/21

District Registry Office,Patna

Token Number 10842 | Reg. Year 2021 | Serial Number 10692 | Deed Number 10279

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Rajiv Agarwal (Partners)						
Sig.	Rajiv Agarwal 14/8/21						
Executant	Amarjeet Kumar Singh						
Sig.	Amarjeet Kumar Singh 14/8/21						
Presented By	Kumar Brijnandan Singh						
Sig.	Kumar Brijnandan Singh 14-8-21						
Executant	Kumar Brijnandan Singh	× Photo	× Thumb	× Index	× Middle	× Ring	Little
Sig.	Kumar Brijnandan Singh 14-8-21						
Executant	Pushkar Anand (Dr.)						
Sig.	Pushkar Anand 14/8/21						
Identified By	Rahul Kumar Agarwal						
Sig.	Rahul Kr. Agarwal 14/8/21						

Kumar Brijnandan Singh
12-8-21

आदेशानुसार, प्रारूपक/क्रेता/विक्रेता द्वारा दिखाये गये भूमि/संरचना मौजा/महल्ला ककड़वाग थाना/~~वार्ड नं०~~ 06 होल्डिंग नं० ××
अन्तर्गत ~~प्रखण्ड~~ सदर रोड का दस्तावेज में वर्णित चौहद्दी उ० ककड़वाग मेन रोड द० P.C. Colony पू० कुमार गीत प० Land के अनुसार स्थल जांच किया गया। जांचोपरान्त वर्णित चौहद्दी के अनुसार उक्त भूखण्ड पर भूमि/संरचना खाली परती वर्नफार 91 dec ~~जो आवासीय/व्यावसायिक~~ प्रधान/~~मुख्य/शाखा~~/सड़क पर अवस्थित पाया गया है।

सन्तोष कुमार
प्रधान लिपिक
जिला निबंधन कार्यालय, पटना



3. **SRI AMARJEET KUMAR SINGH,** (Age 38 years approx) Son of Late Achyutanand Singh, resident of 305, Block-F, Sant Vihar Apartment, East Lohanipur, Patna-800003, P.S. Kadamkuan, Town and District Patna, Caste- Rajput, Occupation- Business, Nationality-Indian.

PAN- **AQBPS7346C**

Aadhar no.-**3963 8102 7332**

Mobile-7783865549

All the above named parties hereinafter referred to as the **"Land Owners"**. All the above named parties hereinafter referred to as the "FIRST PART" (which expression shall unless it be repugnant to the context or meaning thereto mean and include their legal heirs, administrators, Legal representatives or successors,) of the FIRST PART.

AND

M/S CRATUS PARAAK INFRA LLP, a Partnership firm, constituted under the provisions of Limited Liability Partnership Act, 2008, vide LLPIN: AAT-7641 having its registered office at 402, Om Shree Apartment, Chajjubagh, Patna-800001, P.S. Kotwali, Town and District- Patna, represented through one of its Partners ***SRI RAJIV AGARWAL***, (Age 45 years approx) Son of Sri Shankar Lal Agarwal, resident of 402, Om Shree Apartment, Chajjubagh, Patna-800001, P.S.- Kotwali, Town and District Patna, Caste- Marwari, Occupation- Business, hereinafter called and referred to as the "BUILDER / DEVELOPER" (which expression shall unless it be repugnant to the context or meaning thereto mean and include its administrators, legal representatives or successor-in-interest) of the SECOND PART.

PAN-**AAQFC3510M**

Mobile-8521893194

WHEREAS, the property to be developed, fully described in Schedule-I of this Development Agreement, measuring an area of 91 (Ninety One) decimals equivalent to 29.12 Katha, little more or less, pertaining to Cadastral Survey Plot Nos. 294, Khata No. 85, Khewat No. 04, Tauji No. 387, under Thana No. 06, Situated in Mauza- Lohanipur, now known as Kankarbagh Main Road,

Amarjeet Kumar Singh
12/8/21

Khuman Bajrangi Lam Singh
12-8-21

CRATUS PARAAK INFRA LLP
Rajiv Agarwal
12/8/21
PARTNER

Partner Seal.
12/8/21

P.S. Kankarbagh, Town and District Patna. The details of aforesaid land is fully described in Schedule-I of this deed of Development Agreement.

WHEREAS, out of 91 decimals of land, 45.5 decimals land belong to landowner no.1 & 2 namely Kumar Brijnandan Singh and Dr. (Sri) Pushkar Anand and the remaining 45.5 decimals land belongs to land owner No.3 Sri Amarjeet Kumar Singh.

WHEREAS, the aforesaid property originally belonged to Babu Sachidanand kishore Prasad Sinha. Sri Suraj Prasad Singh, the father of Babu Sachidanand Kishore Prasad Sinha, acquired altogether 6.2 Acares of land, pertaining to Cadastral Survey Plot No.294, in the name of his minor son Babu Sachidanand Kishore Prasad Sinha under a registered deed of permanent settlement dated 26/05/1941 (document executed on 22/05/1941) vide deed no. 2762, entered in Book No.1, Volume No. 39, pages from 45 to 54, registered at Registration office Patna, from Khan Bahadur Syed Mohammad Ismile @ Hajjan Nawab, Son of Late Syed Asgar Hussain.

WHEREAS, the said Suraj Prasad Singh had two sons namely Babu Sachidanand Kishore Prasad Sinha and Sri Achyutanand Singh. The land owner No.1 & 2 are the son and grandson of Babu Sachidanand Kishore Prasad Singh respectively. Sri Achyutanand Singh has one son namely Sri Amarjeet kumar Singh i.e. land owner no.3.

WHEREAS, in the year, 1973, Sri Achyutanand Singh filed a Title Partition Suit bearing No. 124 of 1971 before, the Sub.judge-1st, Patna, against Sri Suraj Prasad Singh, Babu Sachidanand Kishore Prasad Sinha, Kumar Brijnandan Singh and Smt. Nouratan kuer, wife of Suraj Prasad Singh. Subsequently, all the parties of the suit amicably settled their disputes out side the court and accordingly jointly filed a compromise petition on 22nd day of February, 1974. The learned court accepted the said compromise petition and accordingly passed a compromise decree

Amarjeet Kumar Singh
12/8/21

Laxman Das Singh
12-8-21

CRATUS BUILDWELL INFRA LLP
Rajiv Ranjan
PARTNER
12/8/21

Pradeep Kumar
12/8/21

on 26th day of March, 1974 and the said compromise petition was made part of the compromise decree.

WHEREAS, as per the terms and conditions of the said compromise decree, 45.5 decimals of land, pertaining to part of Plot no 294 allotted to Sri Achyutanand Singh and 45.5 decimals land allotted to Kumar Brijnandan Singh. Subsequently, both the parties took possession of their respective allotted land.

WHEREAS, Achyutanand Singh, father of landowner No.3, died on 12.12.2002 leaving behind his son Sri Amarjeet Kumar Singh, who after the death of Achyutanand Singh inherited the aforesaid 45.5 decimals of land by the right of survivorship and inheritance and after the death of Sachidanand Kishore Prasad Sinha on 20.09.2010, father and grandfather of land lord no. 1 & 2, leaving behind his only son Kumar Brijnandan Singh and grandson Dr. Pushkar Anand Singh, who have inherited the aforesaid 45.5 decimal of the land by the right of survivorship.

WHEREAS, subsequently, in the year, 2012, both Kumar Brijnandan Singh and Sri Amarjeet Kumar Singh jointly filed a Mutation Case bearing No. 819/4 of 2012-13 before Circle Officer, Patna Sadar, to get their names mutated and to fix the ground rent. After hear and obtaining Halka Karamchari report, the Circle officer, Patna Sadar by its order dated 11/09/2012 fixed the ground rent of the aforesaid land and also permitted to get the names of the applicants mutated in government records, with respect to their respective land. A fresh Jamabandi has been created in the name of Kumar Brijnandan Singh bearing Jamabandi No. 2303, Part-20, page No.675 and a separate Jamabandi has been created in the name of Sri Amarjeet Kumar Singh vide Jamabandi No. 2304, Part-20, page No.680 and both the above named landowners are paying ground rent to the State of Bihar through Circle office and accordingly rent receipts are being issued in their respective names for their respective land.

Kumar Brijnandan Singh
12-8-21

Amarjeet Kumar Singh
12/8/21

CRATUS PARAAK INFRA LLP
Rajiv Agarwal
12/8/21
PARTNER

12/8/21

WHEREAS, the above named landowners expressed their desire to develop and construct a commercial cum residential multistoried building complex over the Scheduled property, fully mentioned in First Schedule of this development agreement.

WHEREAS, when the above named Second part came to know the desire of the landowners, they approached the landowners and showed their willingness to develop and construct a commercial cum residential multistoried building complex over the Scheduled land by adhering to all the applicable law, Rules, bye-laws including the mandates of the Real Estate (Regulation and Development) Act, 2016. The landowners considered the request of the developer and agreed to develop the scheduled land through the above named developer. During negotiation, the landowners represented and declared that :-

(A)

(i) The Scheduled property is under their exclusive possession with absolute right, title and Interest, having a fully marketable title thereby.

(ii) The landowners have not created any encumbrances on the said property, or any part thereof by way of sale, mortgage, exchange, lease, trust, assessment, rights, gifts, liens, leave land license permission, rent, possession, charges inheritance or any other encumbrances whatsoever.

(iii) No notice or notification for acquisition/requisition under any of the statutes of the past or presently in force have been received, served or passed by the Patna Municipal Corporation, Competent Authority, the Income Tax Department or any other government authorities, for acquisition or Requisition of the said property or any part thereof.

(iv) There are no attachments, either before or after judgment and there are no claims, demands, suits, decrees, injunctions, orders, notice, petitions, or adjudication orders affecting the said property or any part thereof.

(v) The landowners have not entered or executed any agreement for sale or development with respect to

Kumar Brijendra Singh
19-8-21

Amarjeet Kumar Singh
12/8/21

CRATUS PARAAK INFRA LLP
PARTNER
12/8/21

19/8/21

the Scheduled property or any part thereof in past or present in favour of any third party.

(B) And whereas, the landowner got interested to construct a commercial cum residential multi-storied building complex on the said property and acquire built up area in the shape of Units, parking spaces, etc. as consideration for the value of the land.

(C) The aforesaid developer, offered to develop and construct at its own cost, a commercial cum residential multi-storied building complex on the said property of the land (hereinafter referred to as the said building) and the landowners agreed to acquire Units and other built-up area of the said building as consideration for the part of the said property.

(D) As a result of the negotiations between the parties hereto and on the representation and declarations made by the landowners as herein recorded, an agreement for development of the said property by the aforesaid developer has been arrived at between the parties hereto upon the terms and conditions hereinafter appearing.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED TO BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

(1) The aforesaid landowners do hereby appoint the aforesaid Developer as the Developer of the said property and irrevocably grant permission to develop the Scheduled property, who hereby accepts from the Landowners the exclusive right, possession and license to develop the said property, fully described in the First Schedule hereunder written in the manner and on the terms, conditions and stipulation hereinafter mentioned.

(2) That the entire area of land as given in First Schedule of this agreement shall be handed over to the developer by the landowners for construction of a commercial cum residential multi-storied building complex after registration of the project under the provisions laid down in the Real Estate (Regulation and Development) Act, 2016 and the entire cost to be incurred for construction of the same shall be borne and paid by the Developer. The developer will construct the proposed

Amarjeet Kumar Singh 12/8/21

Human Banerjee Singh 12-8-21

CRATUS PARAAK INFRA LLP
Rajiv Agarwal
12/8/21
PARTNER

12/8/21

building as per the sanctioned building plan of the competent authority.

(3) It is also agreed between the parties that within 03 (Three) month from the date of execution and registration of this Development Agreement, the Developer shall prepare a building plan or drawing through a registered architect and will submit the same with the competent authority for its approval in its own name and signature for the entire land but all the expenses to be incurred to get the building plan approved shall be borne and paid by the developer. The architect shall make plan, lay out plans of the multistoried building and all floors with specifications and as required under law. The developer shall provide a building plan to the landowner. The papers to be required for approval of the said building plan shall be provided by the landowners.

A That it is agreed by the parties that the developer shall develop the project in accordance with the approved lay-out plans, floor plans and specification. The developer undertakes to strictly abide by such plans and the bye-laws of Patna Municipal Corporation building Rules and Regulation, FAR and density norms and shall not make any variation/ alteration, modification in plans otherwise in the manner prescribed under law.

(4) The Developer and the landowners have jointly assessed that based on presently permissible F.A.R. as per P.R.D.A. (Dissolved) building bye-laws it shall be possible to construct total built-up area as approved by the competent authority on the said property, whose built-up area shall be distributed over several floors of the said building and on that basis this agreement is being entered into by and between the parties.

(5) That after securing building plan from the competent Authority, the developer shall get the project registered under the provisions of Real Estate (Regulation and Development) Act, 2016, at its own cost and expenses. The land owner shall extend all co-operation to the developer by providing all papers, which are in its possession, required consent letter, Authority Letter etc.

(6) That the builder/developer will develop and construct the proposed building with all amenities therein or thereon

Abhijeet Kumar Singh
12/8/21

Chandan Briman Singh
12-8-21

CRATUS PARAAK INFRA LLP
Rajiv Agarwal
12/8/21
PARTNER

12/8/21

and give peaceful vacant possession of the land owner's area/ share to the land owner within **36 (Thirty Six) months** from the date of sanction of the building plan or from the date of handing over the vacant possession of the scheduled land, which ever is later. In case the builder fails to complete the construction work within the stipulated time as mentioned above, then the landowners will provide **06 (Six) months** more time to the developer as grace period.

(7) As there may be any unavoidable delay due to unforeseen circumstances beyond the control of the Developer i.e. strike, natural calamities like floods, earthquake, war, and riots in or around the India affecting the construction work, the period mentioned above shall be extended automatically till disturbances continued and normalcy is restored to start the construction work, it would be seen and judged mutually by the land owner and the Developer.

(8). It is made expressly clear that the time is essence of this agreement and there shall be no grace period except as mentioned in Para No. 05 of this development agreement. However, if the construction work remains stopped for three months in continuation (excluding force majeure recited in para No. 7, above), and on account of willful abandonment of work by the developer then in that event the landowners may opt to terminate the agreement and there after the provision of the Real Estate (Regulation and Development) Act, 2016 shall be applied for completion of project at the behest of the landowner.

(9) That the developer will be exclusively responsible for any accident or incident to be caused during the period of construction and they will be responsible and answerable before the court of law for the same. The Land owner will not be responsible for the same in any way.

(10) That the entire multistoried building shall be constructed by the developer and the entire cost to be incurred for construction shall be borne and paid by the developer including the cost of sewerage, drainage with all fittings, amenities, electric fittings, water connection,

Pramod Kumar Singh
17-8-21

Abhijeet Kumar Singh
17/8/21

CRATUS PARAAK INFRA LLP
PARTNER
12/8/21

electrification, generator, lift, intercom etc. till the final finishing and completion of the entire building to make them habitable for the Landowners and other inmates of the building.

(11) That the landowners hereby declare and affirm that the property in question is free from all defects, right, title and interest, liens, charge. The land owner has not leased out, exchange or executed any kind of deed in favour of any person or persons in respect of the said property.

(12) The name of the proposed multistoried building complex shall be **"THE SUN SQUARE"** or any other name as the parties mutually agreed upon.

(13) That the developer agreed to hand over **30%** (Thirty percent) of the total built up area to the land owners and the remaining **70%** (Seventy percent) of the total built-up area would be retained by the developer and both the parties would have absolute right, title and interest over their respective share along with the proportionate share in the land with an exclusive right to transfer, convey, sell grant lease or otherwise alienate their interest to any person or persons, association of person, firm, body corporate etc. on such terms and conditions as they may deem fit and proper. It is agreed between the parties that the developer will first hand over the vacant possession of the land owners' share to the landowners with all amenities and then only they hand over possession to its purchasers but the developer may enter into an agreement for sale with its intending buyers soon after execution and registration of this development agreement and after registration of the project under the Real Estate (Regulation and Development) Act, 2016.

The details of share to be given each members of the First part are as follows :-

Sl. No.	Name of the parties.	Shares to be given.
(i)	Kumar Brijnandan Singh	7.50 % of the total built-up area.
(ii)	Dr. Pushkar Anand Singh	7.50 % of the total built-up area.
(iii)	Amarjeet Kumar Singh.	15% of the total built-up area.

Amarjeet Kumar Singh 12/8/21

Kumar Brijnandan Singh 12-8-21

CRATUS PARAAK INFRA LLP
Rajiv Ranjan
12/8/21
PARTNER

12/8/21.

(14) That the landowners will retain **30%** (Thirty percent) of the total built-up area in shape of complete Units with proportionate share in land attributed to each unit and car parking spaces in consideration of cost of land with an absolute, right, title and interest over the same and may transfer, convey, sell, grant lease of otherwise alienate their interest to any person or persons, association of person, firm, body corporate etc. on such terms and conditions as they may deem fit and proper. However in the commercial area i.e.(Ground Floor and First Floor) the developer agreed to hand over **50%** (Fifty percent) of the total built up area to the land owners and the remaining **50%** (Fifty percent) of the total built-up area would be retained by the developer and both the parties would have absolute right, title and interest over their respective share along with the proportionate share in the land with an exclusive right to transfer, convey, sell grant lease or otherwise alienate their interest to any person or persons, association of person, firm, body corporate etc. on such terms and conditions as they may deem fit and proper.The parking of residential and commercial area shall be retained in proportion of the respective area distribution.

(15) That similarly,the developer will retain **70%** (Seventy percent) of the total built-up area in shape of Units with proportionate share in land attributed to each unit and car parking spaces in consideration of cost of construction with an absolute, right, title and interest and may transfer, convey, sell, grant lease or otherwise alienate their interest to any person or persons, association of person, firm, body corporate etc. on such terms and conditions as they may deem fit and proper.

(16) That the parties concerned will sell, alienate or enter into an agreement for sale with respect to their respective allocated share only after execution of the proposed distribution agreement.

(17) That the certificate of the architect regarding measurement of built-up area and common service area will be final and binding on both the parties. In case of any doubt, the architect will take exercise to measure

Hemant Bhimsain Singh 12-8-21

Amarjeet Kumar Singh 12/8/21

CRATUS PARAAK INFRA LLP
Rajiv Aggarwal
12/8/21
PARTNER

Satbir Singh 12/8/21.

the built-up area and common service area in presence of both the parties or their authorized representative.

(18) The Landowners shall, after the execution of this agreement allow every facility to the Developer, their staff, Engineers, Architects, workers etc. to enter upon the said property to enable the Developer to carry out various primary development works as stipulated in this agreement. The land owner agree to hand over the scheduled land immediately after execution and registration of this development agreement after registration of the project under the Real Estate (Regulation and Development) Act, 2016.

(19) That the developer shall develop the said property themselves at its own costs and expenses and efforts and will be responsible for the development of the said land, but the landowners will have the right to inspect the development and construction of the said multistoried building. The developer will use the standard materials as per advice of Architects.

(20) That the Landowners are entitled to verify and supervise the quality of materials to be used by the developer for construction of the building. If the Land owners find that the materials to be used for construction is not up to the mark and not of good quality then the landowners should intimate the same to the developer and suggest them to use better quality of materials and the developer shall rectify the same at once, the landowners will not force to stop the construction work, if the developer do the work as per agreement and by adhering all related law and using standard material and good workmanship.

(21) From the date of delivery of possession of the landowners' area to the landowners or their allottees and the Developer and /or its allottees landowners and for their allotted and the developer or their alloted shall jointly have or be deemed to have undivided right, title and interest over the total land of the said properties in the proportion of their respective share in the said building even without any further act, deed, matter done by in this regard.

(22) The Landowners hereby undertake not to sell, dispose of, alienate, charge, encumber, sublease or

Kumar Brijan Jeet Singh 12-8-21

Amarjeet Kumar Singh 12/8/21

CRATUS PARAAK INFRA LLP
PARTNER
12/8/21

12/8/21

otherwise transfer the said land and/or property or any part thereof and further undertakes not to do any act or acts, deeds, matters or things as shall be in breach of terms of this Development Agreement save and except putting the said Developer thereon for the purpose of development pursuant to this development agreement. The Landowners shall at no point of time after the commencement of development activities of the said property as per the agreement try to dispossess the said developer directly or indirectly from the said property save and except as provided in these present.

(23) The developer shall be entitled to enter into agreement for sale, or otherwise allot UNITS out of and from the Developer's area in the said building and which does not form part of the landowners' area, whenever required by the Developer by adhering the provision laid down under the Real Estate (Regulation and Development) Act, 2016.

(24) Similarly the landowners shall be fully entitled to enter into agreements for sale or otherwise allot UNITS comprised in the landowners' area in the said building and which does not form part of the Developer's area.

(25) That the material to be used for construction of proposed multistoried building complex and its specifications are clearly mentioned in Schedule-II of this development agreement and it will be treated as part of the development agreement.

(26) After the Registration of this Development Agreement and after registration of the project under the Real Estate (Regulation and Development) Act, 2016, the landowners and the Developer shall be entitled to sell or enter into agreement for sale their respective shares directly to its prospective buyers or any financial institution by following provisions of RERA.

(27) That after the completion of the construction of the building project, the developer/promoter/landowners shall be absolute owners of their respective shares and they will be entitled to sell/transfer their respective share as per the Provisions of The Bihar Apartment Ownership Act, 2006 coupled with RERA.

Ishwar Brijmohan Singh
12-8-21

Amarjeet Kumar Singh
12/8/21

CRATUS PARAAK INFRA LLP
Rajiv Agarwal
12/8/21
PARTNER

12/8/21

THE DEVELOPER FURTHER UNDERTAKES:-

(A) That the developer will not do any act of commission, omission, expressly or impliedly, directly or indirectly by which the land owner's right, title and interest over the said property may in any manner be adversely affected until the developer has given delivery of possession of the land owner's area to the land owner, except mortgage of the Landowners' share/area with any Bank(s) or financial Institution(s) for obtaining loan from any Bank or any financial Institution for the development of the project.

(B) The Developer can obtain loan from any Bank or any financial Institution for the development of the project only and also require landowners to mortgage Landowners' share/ area with any Bank(s) or financial Institution(s). The Developer shall however, be primarily responsible for such loans and shall always keep and hereby keeps the landowner indemnified in this respect.

(C) To indemnify the landowners and always keep them indemnified and harmless in respect of all claims, damages, compensation or expenses payable in consequences of any injury or accident sustained by any workman, artisan or invitees or other person whether in the employment of the developer or not while in or upon the said property and during the period of construction of the said building thereon and / or for contravention, breach of any law, Act, Statute, Rules and bye-laws.

(D) That it is also agreed between the parties that the parking space will not to be sold to any outsider or stranger other than the inmates of the building.

(E) All outgoings including municipal taxes and any other charges in respect of the said property shall be borne and paid by the landowners till the date of handing over the vacant possession of the Scheduled Land to the Developer and thereafter the same shall be borne and paid by the Developer till the delivery of possession of the Landowners' area/ share to the Land owners.

(F) After the delivery the landowners' area/ share to the landowner all out going in respect of the said property and the said building thereon shall be borne and paid by the landowners and the Developer and their nominees

Parmeshwar Dayal Singh
12-8-21

Amarjeet Kumar Singh
12/8/21

CRATUS PARAAK INFRA LLP
Rajiv Agrawal
12/8/21
PARTNER

12/8/21

separately and proportionately in proportion to their respective share in the total Super built-up area.

(G) The landowners and the developer hereby agree that in case in future, at any time, due to relaxation in the building bye-laws if it is possible to construct any extra built-up area beyond the area already sanctioned by the Competent Authority, the same may be constructed by developer at its own costs and expenses and the extra area/construction will be distributed in the same ratio as mentioned above.

(H) The landowners will deliver to the developer and/or its duly authorized representative, photo copies of all original title deeds documents and papers relating to the said property for complete examination of the landowners' title thereto and the landowners agree to co-operate with the developer in such examination of the landowners' title and to answer and/or comply with all reasonable requisitions that may be made by the developer and/or its representative in this regard to establish a marketable title to the said property.

(I) The developer shall be entitled to retain only photocopies of the original documents pertaining to the said property including title deeds etc. however, the original documents will be produced by the landowners for inspection whenever required by the developer. However, after completion of the building/ project, finally all the original documents shall be handed over to the association or maintenance agency.

(J) The developer and/or the landowners may form as it deems proper, a Co-operative housing society/ association of persons, and body corporate etc. for maintenance of the common service area of the building and all the unit holder including the landowners will be members of such housing Society and shall be bound to contribute towards the cost of formation of such organization as well as to pay the regular maintenance charges as may be fixed or revised from time to time by the owners' association of the apartment for the maintenance and management of the entire building complex, except the internal part of units. The component of land will be conveyed to such society, association

Laxman Singh 12-8-21

Amarjeet Kumar Singh 12/8/21

CRATUS PARAAK INFRA LLP

PARTNER

12/8/21

at the time of registration of unit (s) of the multistoried building.

(K) The common area shall be jointly owned by the landowners and the developer of all the portion of the said building with equal and co-extensive entitlements to use all common area and facilities intended for utilization by occupants of the said building on the same terms and conditions applicable to all such utilization. No inmates of any part of the said building will have any exclusive right, title and interest over the common area and common facilities except the right to common use.

(L) The Parties agree that in case any fine or penalty/ fee is imposed on the said building for any breach of law and for any alleged deviation from the sanctioned plan and/or excess construction of the built-up area then the same shall be borne and paid by the developer alone. The landowner shall have no liability or responsibility for the same.

(M) That it is agreed that in all transfer/conveyance of land and/or built-up area, the purchaser(s) /transferee(s) shall bear the cost of stamp duty, registration fee and other registration charges/expenses etc.

(N) That the landowners agree and undertake that in case of any dispute or litigation by person(s) claiming to be the co-sharer in the scheduled property or claiming his/her right, title or interest on and over the Schedule-I property, the ongoing construction and development activities shall not be stopped or affected in any manner and the same shall be matter in between the landowners and such person(s) and in this respect the landowners shall keep the developer indemnified and development activities shall be free from all hindrances(s) so that the project may be completed within stipulated time.

(O) That in case of any dispute or differences between the parties arising out or relating to this development agreement, the same shall be settled by reference of the dispute or differences to the arbitrator(s) appointed by both the parties and such arbitration shall be conducted under the provisions of the Arbitration & Conciliation Act,

Kumari Binnandam Singh 12-8-21

Amarjeet Kumar Singh 12/8/21

CRATUS PARAAK INFRA LLP
Rajiv Ranjan
12/8/21 PARTNER

12/8/21

1996 as amended from time to time. Sitting place of arbitration will be at Patna.

(P) That the courts of Patna, Bihar, shall have the exclusive jurisdiction over all the matters or dispute arising in respect of and from this agreement.

(Q) That after execution and registration of this development agreement the company, *Cratus Paraak Infra LLP*, has committed to pay a sum of rupees ***Five crores*** (5 crores) to the landowners as non refundable deposit failing to do so within six months from the execution of this agreement will make the agreement null and void.

IN WITNESS WHEREOF, all the parties of this development agreement put their respective signatures on the day month and year first above mentioned in presence of under signed witnesses.

WITNESSES :-

1. RAHUL KR. AGARWAL
S/o - S.K. AGARWAL
FRAZER RD.
PATNA - 01
7488047912

Kumar Brijnandan Singh 12-8-21
(Kumar Brijnandan Singh)

Pushkar Anand 12/8/21
(Pushkar Anand)

Amarjeet Kumar Singh 12/8/21
(Amarjeet Kumar Singh)
PAN-
Mobile-

SIGNATURE OF THE LAND OWNERS

2. SHOMIL AGARWAL
S/o - RAJIV AGARWAL
CHAJJUBAGH
PATNA - 01

CRATUS PARAAK INFRA LLP
Rajiv Agarwal
12/8/21 PARTNER

SIGNATURE OF THE DEVELOPER/BUILDER

Drafted as per instruction of the Parties,

J. Ahmad
(Javed Ahmad)
Advocate
C.B.A., Patna.
Enr-no- 317/13

Printed By:-
Sanoj Kumar
(Sanoj Kumar)
G-14,A.H.Complex
(Kotak Mahindra Bank Campus)
Exhibition Road, Patna.

SCHEDULE-1

LOT-I

Details of Property Owned by Land owner No.1 & 2.

All that piece and parcel of vacant land measuring an area of **45.5** decimals equivalent to 14.56 Katha, little more or less, pertaining to Part of Cadastral Survey Plot Nos. 294, Khata No. 85, Khewat No. 04, Tauji No. 387, under Thana No. 06, Situated in Mauza- Lohanipur, now known as Kankarbagh Main Road, (Old Bye Pass Road), Thana Code-**373**, P.S. Kankarbagh, Town and District Patna. Sub. and Sadar Registry office Patna, within the limit of Patna Municipal Corporation, Circle Office- Patna Sadar, Vide Jamabandi no.2303, Bhag Wartman-20, Page no.- 676 of year 2020-2021, which is bounded and butted as follows :-

BOUNDARY :-

North - Kankarbagh Main Road,
South - P. C. Colony,
East - Land of land owner No.3 (Amarjeet Kumar Singh),
West - Land of above named land owners (01 to 03).

Total Govt. value of the Land is Rs. ***18,20,00,000/-***

LOT-II

Details of Property Owned by Land owner No.3.

All that piece and parcel of vacant land measuring an area of **45.5** decimals equivalent to 14.56 Katha, little more or less, pertaining to Part of Cadastral Survey Plot Nos. 294, Khata No. 85, Khewat No. 04, Tauji No. 387, under Thana No. 06, Situated in Mauza- Lohanipur, now known as Kankarbagh Main Road, (Old Bye Pass Road), Thana Code-**373**, P.S.- Kankarbagh, Town and District Patna. Sub. and Sadar Registry office Patna, within the limit of Patna Municipal Corporation, which is bounded and butted as follows :-

BOUNDARY :-

North - Kankarbagh Main Road,
South - P. C. Colony,
East - Satyawati Complex,
West - Land of land owner No.1 & 2.

Total Govt. value of the Land is Rs. ***18,20,00,000/-***

I Kumar Barman Singh 12-8-21

Amarjeet Kumar Singh 12/8/21

CRATUS PARAAK INFRA LLP
PARTNER
12/8/21

सभी प्रकार के रोक से मुक्त पाया

जाँच लिपिक
14/8/2021

14/8/21

VALUATION OF PROPERTY/LAND

1. Total Area of Land 9.1 decimals equivalent to 29.12 Katha, under Thana Code No.**373**,
2. Govt. Value of the Land **40,00,000/-** per decimal

i.e. Total Govt. value of the Land is Rs. ***36,40,00,000/-***
Total Value of the Boundary wall is Rs. ***25,00,000/-***
Non Refundable amount is Rs. **5,00,00,000/-**
i.e. Total Stamp duty is being paid on the Total Value of Rs. ***41,65,00,000/-***

Certified that land of this deed is free from all kinds of encumbrances, acquisition and requisition, liens, charges and attachments and also free from Khas Mahal, Gairmazarua, Ceiling, Bhoodan, Red Card, Kaiser-e-hind, Religious Trust Board, Waqf Board and other kinds of Government land. If the said land is found effected, the vendor/land owners of this deed shall be liable and responsible for the same.

ANNEXURE-I

Features and General Specification of flats.

BUILDING Earth Quake resistance.
FOUNDATION

STRUCTURE Structure will consist of group pile foundation. The design will depend on load and will be done according to the structure design. All the structure including piling, column casting and roof slab casting will be done in grade M20 & M15 according to the requirement of the design.

BRICK WORK First class brick or First quality locally available will be used. All the walls of 5 inches thickness.

PLASTER WORK The plaster work will also be done using J.P./ Birla Gold/ Prism/ Ultratech/ Lafarz Cement of M43 Grade.

BALCONIES May have safely walls up to 3'-6" height with brick + steel grill work.

INTERNAL WALL All internal walls shall be finished with good quality over proper base preparation of J.K./ Birla wall putty.

EXTERNAL WALLS All external walls shall be covered with putty and 02 coats of branded all weather coat paint.

CRATUS PARAAK INFRA LLP
Rajiv Agrawal
12/8/21
PARTNER

12/8/21

Amarjeet Kumar Singh
12/8/21

BORE HOLES Boring and Tube well of adequate capacity CROMPTON / KBS or equivalent make submersible pump connected to adequate capacity underground/overhead storage tank for uninterrupted water supply to all flats.

STAIRS The flooring of the stairs will be done in Marble and 5.5 feet height steel railing will be provided.

LIFT Provision of one Lift of a standard company (KONE or JOHNSON or OTIS OR Equvalent) of 06 passengers' capacity will be installed.

FLOORING : Marble flooring in all the area of the flats.

WINDOWS Aluminum sliding fittings with black glass.

CHOWKHATS Door frame of sal wood.

MAIN DOOR Flash Door 30 mm with brass fittings, Locks, Latches of reputed mark.

OTHER DOORS 30 mm thick ISI mark fabricated water proof ply board of factory made, Sal wood chowkhat of Malesia.

KITCHEN

a) Flooring vitrified tiles.
b) Working platform-green marble (16 mm).
c) Dado-2" high ceramic tiles.
d) Sink : stainless steel sink with suitable hot and cold water tap fittings.
e) Aqua Guard point provision.
f) Provision for exhaust fan/ fresh air fan point to be 5A Socket.

DINNING SPACE Provision of one wash basin in related space.

BATHROOM/ TOILET :

a) Flooring- ceramic tiles mat finish.
b) Walls- Ceramic tiles up to 07 feet height.
c) Sanitary white glazed vitreous sanitary ware of ISI mark (Hindware / Parryware or equivalent).
d) Fittings -fittings of ESSCO MARC or equivalent.
e) Cistern -PVC cistern in white colour.
f) Washing Machine point provisions.
g) Geezer point provision with suitable electrical connection for each flat (Only for Master Bedroom)..
h) Fresh air fan point provisions in each bathrooms.

ELECTRICAL WORK :

a) All internal wiring in concealed conduits with copper wires of ISI Marks.

CRATUS PARAAK INFRA LLP
PARTNER
12/8/21

Amarjeet Kumar Singh
12/8/21

b) All electrical modular switches and accessories of General ANCHOR/ make or equivalent.

c) Separate meter provision for utilities and common space electrification.

T.V./Telephone One T.V. point and one telephone plug pin provided in the Drawing hall and one bed room.

CABLE Cable point to be provided in the Drawing hall & , master bed room.

PLUMBERING All internal area shall be concealed with PVC pipe and Babcock, Angle cook, pillar cook with jackware/ Hindware/ Parco brand and wash basin, Indian pain and commode Pairbear/ Hindustan/ Hindware brand/ ESSCO MARC or equivalent.

PARKING Clazy flooring/ equivalent tiles with adequate lighting.

GENERATOR Good quality branded silent Generator (Mahindra/ Kirloskar/ Swaraj/ Escort/ Lilan or equivalent) with adequate capacity for stand by Power supply together with canopy 300 watt Power Back-up to each flats from Generator.

TRANSFORMER If required and permitted from PESU will be installed.

INTERCOM Intercom facility provided in each flats with reception counter at Security Guard station.

NOTE : (1) The specification are tentative and subject to minor modification.

(2) In case of any changes desired by the buyer with any changing to above mentioned items such as Electrical, Flooring, tiles etc. of their choice, the difference amount will be paid to the Developers.

Amarjeet Kumar Singh
12/8/21

CRATUS PARAAK INFRA LLP

Rajiv Agrawal
12/8/21

PARTNER

Amarjeet Kumar Singh 12-8-21

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. 7330000/-	Amt.Paid By N.J Stamp Paper	Rs. 0/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 8432000/-

Registration Fee

FEE PAID

A1	0	C	0	H1b	0	K1a	0	Lii	0
A8	0	D	0	H2	0	K1b	0	Liii	0
A9	0	DD	0	I	0	K1c	0	Mb	0
A10	0	E	100000	J1	0	K2	0	Na	0
B	0	H1a	0	J2	0	Li	0		
								TOTAL-	100000

LLR + Proc Fee		Service Charge
LLR	0	1000
Proc.Fee	0	
Total	0	

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 101000

Registering Officer
Patna

Date: 14/08/2021

Endorsement under section 52

Presented for registration at Registration Office, Patna on Thursday, 12th August 2021 by Kumar Brijnandan Singh S/O-Late Sachidanand Kishore Prasad Singh by profession Others. Status - Executant

Kumar Brijnandan Singh

Signature/L.T.I. of Presentant 14-8-21 **Date:14/08/2021**

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Rahul Kumar Agarwal' age '34' Sex 'M', 'S/O-Sawar Kumar Agarwal', resident of 'R/O-Flat No.-201, Sundram Block, Mansarovar Garden, Sinha Library Road, Fraser Road, Po-G. P. O., Patna (Bihar)-800001'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 14/08/2021

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 257 on pages on 290 -314, for the year 2021 and stored in CD volume No. CD-37 year 2021 .The document no. is printed on the Front Page of the document.

Registering Officer
Patna

Date : 14/08/2021

Token No. : 10842 **Year : 2021** **S.No. : 10692** **SCORE Ver.4.1** **Deed No . :d No . : 10279**

INDIA NON JUDICIAL
Government of Bihar
e-Stamp

Certificate No.	:	IN-BR22799025347115T
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Account Reference	:	SHCIL (FI)/ brshcil01/ PATNA/ BR-PAT/ PTC
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Description of Document	:	Not Applicable
Property Description	:	Not Applicable
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First Party	:	Not Applicable
Second Party	:	CRATUS PARAAK INFRA LLP
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Stamp Duty Paid (Rs.)	:	73,31,000(Seventy Three Lakh Thirty One Thousand only)
Reg. fee (Rs.)	:	1,00,000 (One Lakh only)
LLR & P Fee (Rs.)	:	0 (Zero)
Miscellaneous Fee (Rs.)	:	0 (Zero)
Discore SC (Rs.)	:	1,000 (One Thousand only)
Total Amount (Rs.)	:	74,32,000 (Seventy Four Lakh Thirty Two Thousand only)

Stock Holding Corporation of India Ltd. PATNA

10848/21

Laxman Briman Singh
12-8-21

Amarjeet Kumar Singh
12/8/21

CRATUS PARAAK INFRA LLP
Rajiv
PARTNER
12/8/21

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Government of Bihar
e-Stamp

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Second Party	:	CRATUS PARAAK INFRA LLP
Stamp Duty Paid By	:	CRATUS PARAAK INFRA LLP
Stamp Duty Paid (Rs.)	:	10,00,000(Ten Lakh only)
Reg. fee (Rs.)	:	0 (Zero)
LLR & P Fee (Rs.)	:	0 (Zero)
Miscellaneous Fee (Rs.)	:	0 (Zero)
Discore SC (Rs.)	:	0 (Zero)
Total Amount (Rs.)	:	10,00,000 (Ten Lakh only)

Stock Holding Corporation of India Ltd. PATNA

10848/21

Kumar Brijmendra Singh 12-8-21

Amarjeet Kumar Singh 12/8/21

CRATUS PARAAK INFRA LLP
Rajiv Agarwal
PARTNER
12/8/21

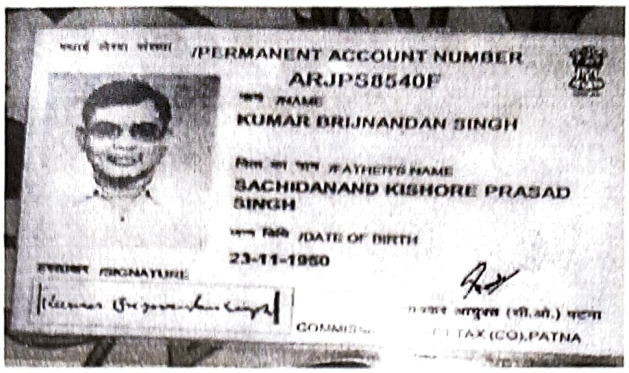
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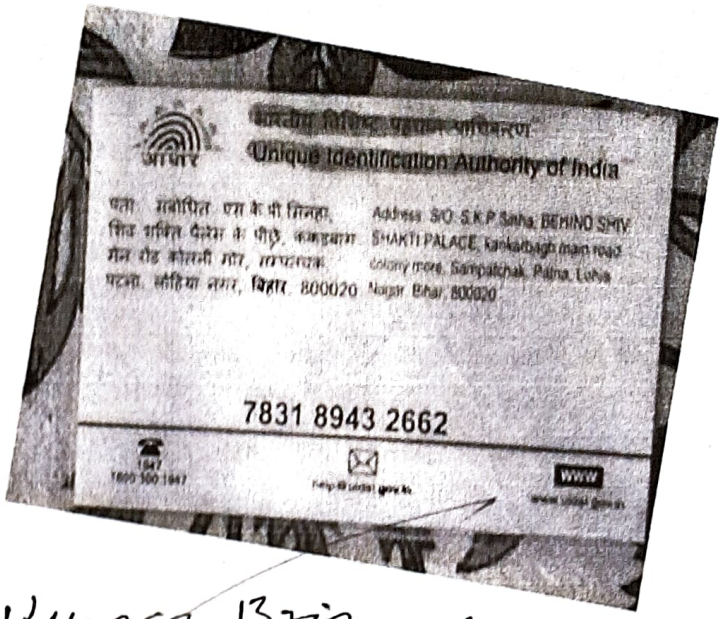
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संतोष कुमार
प्रधान लिपिक
जिला निबंधन कार्यालय, पटना



Kumar Brijnandan Singh
12-8-21





Kumar Brimadan Singh
12-8-21



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:
आत्मज: कुमार बृजनंदन सिंह, कंकड़बाग मेन रोड, शिव शक्ति आपार्टमेंट के पीछे, कंकड़बाग, सम्पतचक, पटना, बिहार - 800020

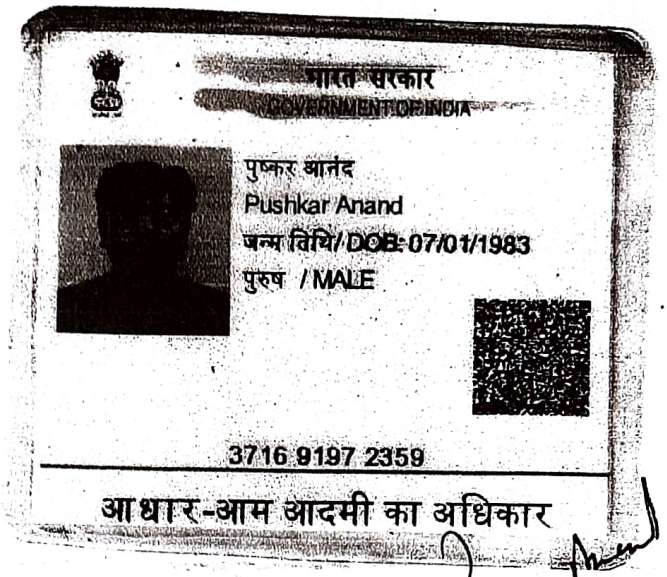
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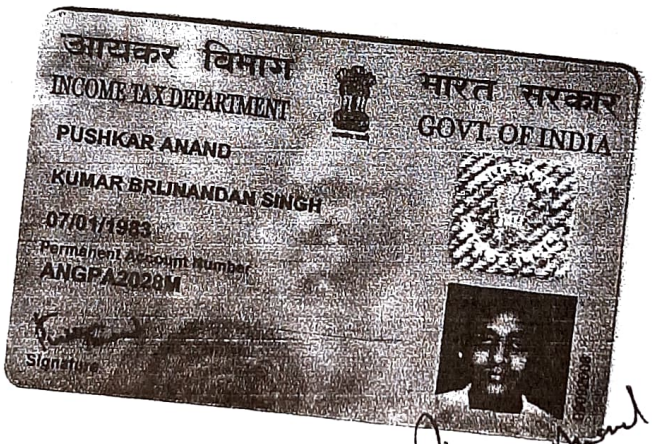
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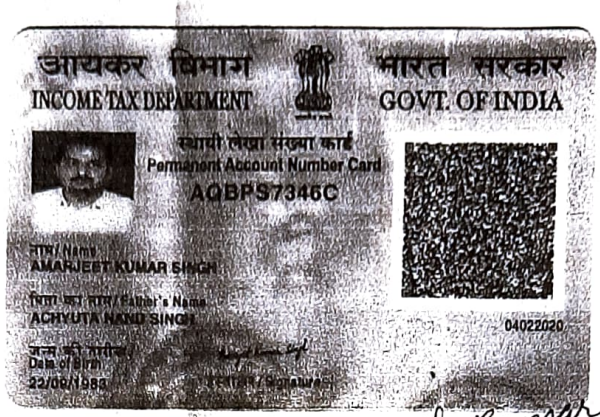
Aadhaar-Aam Admi ka Adhikar



Pushkar Anand
07/08/18


भारत सरकार
GOVERNMENT OF INDIA
पुष्कर आनंद
Pushkar Anand
जन्म तिथि/ DOB: 07/01/1983
पुरुष / MALE
3716 9197 2359
आधार-आम आदमी का अधिकार


आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
PUSHKAR ANAND
KUMAR BRIJNANDAN SINGH
07/01/1983
Permanent Account Number
ANGPA2028M
Signature


आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AQBPS7346C
Name
AMARJEET KUMAR SINGH
Father's Name
ACHYUTA NAND SINGH
04022020
Date of Birth
22/06/1983
Signature

Amarjeet Kumar Singh

Amarjeet Kumar Singh
12/8/21

[redacted] सरकार



अमरजीत कुमार सिंह
Amarjeet Kumar Singh
जन्म तिथि/ DOB: 22/09/1983
पुरुष / MALE

[redacted]

3963 8102 7332

आधार-आम आदमी का अधिकार

[redacted] पहचान प्राधिकरण

AADHAAR

[redacted] OF INDIA

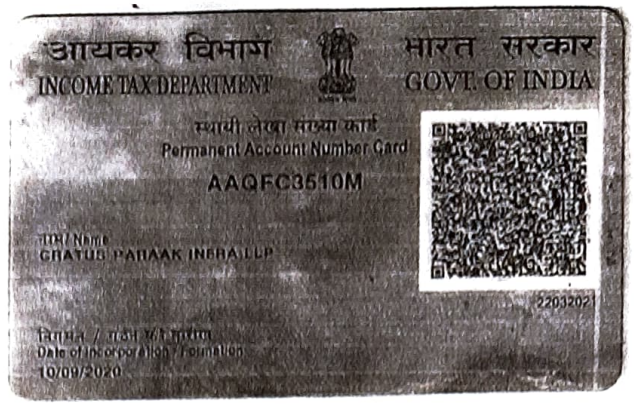
पता:
संबोधित: आचयुटानंद सिंह,
305.ब्लॉक एफ़/ संतबिहार
अपार्टमेंट, ईस्ट लोहनीपुर, -
कदमकुआँ, फुलवारी, पटना,
बिहार - 800003

Address:
S/O: Achyutanand Singh,
305.BLOCK F/ SHANT BIHAR
APARTMENT, EAST LOHANIPUR,
KADAMKUAN, Phulwari, Patna,
Bihar - 800003

3963 8102 7332

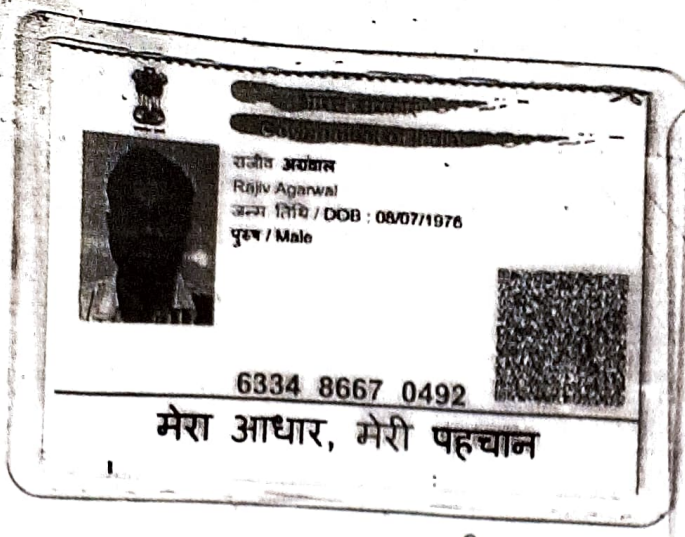
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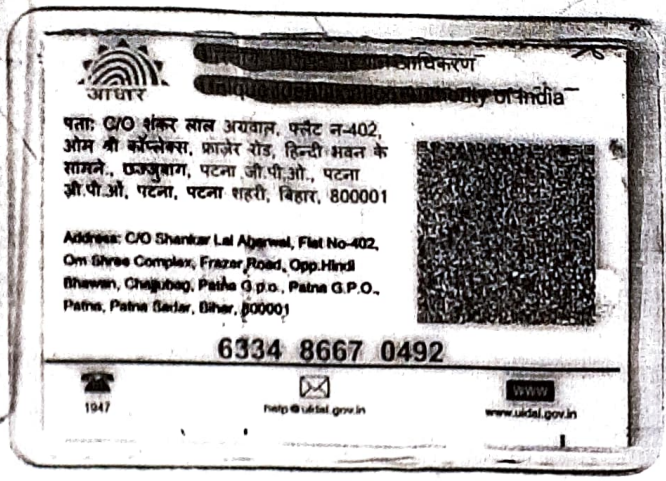
Amarjeet Kumar Singh
Amarjeet Kumar Singh
12/8/21


आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AAQFC3510M
Name
CRATUS PARAAK INFRA LLP
Date of Incorporation / Formation
10/09/2020

1

CRATUS PARAAK INFRA LLP
Rajiv Agarwal
PARTNER
12/08/2021





Rajiv Agarwal

12-8-2021



Rajiv Agarwal

12-8-2021

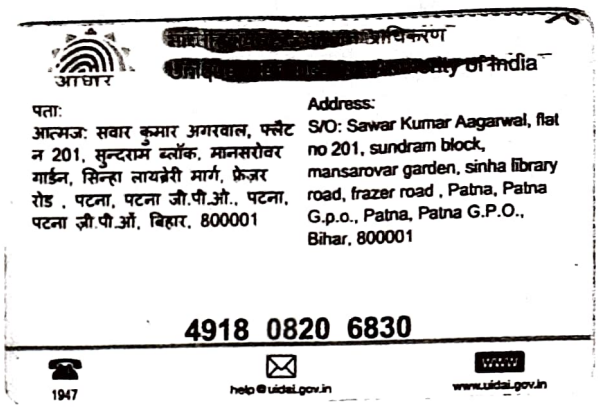


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राहुल कुमार अगरवाल
Rahul Kumar Agarwal
जन्म तिथि / DOB : 02/03/1987
पुरुष / Male

4918 0820 6830

मेरा आधार, मेरी पहचान



[redacted]

पता:
आत्मज: सवार कुमार अगरवाल, फ्लैट न 201, सुन्दराम ब्लॉक, मानसरोवर गार्डन, सिन्हा लायब्रेरी मार्ग, फ्रेज़र रोड , पटना, पटना जी.पी.ओ., पटना, पटना जी.पी.ओ., बिहार, 800001

Address:
S/O: Sawar Kumar Aagarwal, flat no 201, sundram block, mansarovar garden, sinha library road, frazer road , Patna, Patna G.p.o., Patna, Patna G.P.O., Bihar, 800001

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1947 help@uidai.gov.in www.uidai.gov.in

पहचान

Rahul Kumar

12-8-2024