Deed No. 12714

Serial No. 13246

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

This document was presented for registration on **07/10/2021** by **Sanjay Kumar Singh**
A stamp duty of Rs. **1551000/-** and other fees of Rs. **46025/-** 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. **12714** in Book No. **1**, Volume No. **319** on pages from **570** to **592** and has been preserved in total **23** pages in C.D. No. **47 / Year 2021**

7/10/2021

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

Date: 07/10/2021 Token No: 13569 /2021

For NEXGEN INFRA HEIGHTS PRIVATE LIMITED
Rani kant singh
7/10/2021

SCANNED BY

Sanjay Kr. Singh
7/10/2021

DEVELOPMENT AGREEMENT

This Development agreement executed and entered into on this 07th Day of October, in the Christian Era of 2021 (Two thousand and twenty one) at Patna.

BETWEEN

MR. SANJAY KUMAR SINGH, aged about 52 years, Son

For Nexgen Infra Heights Pvt. Ltd.
Rani kant singh
Director

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District Registry Office,Patna

en Number 13569 Reg. Year 2021 Serial Number 13246 Deed Number 12714

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आदेशानुसार ... द्वारा दिखाये गये भूमि/संरचना मौजा/मुहल्ला ... थाना/दाई नं० ... होल्डिंग नं० ... अन्तर्गत ... जो कि दस्तावेज में वर्णित चौहदी उ० ... द० ... प० ... के अनुरूप स्थल ... पर मापी/जोखिकरण वर्णित चौहदी के अनुसार उक्त भू-खण्ड पर भूमि/संरचना ... वर्गफीट जो आवासीय/व्यावसायिक/प्रधान सड़क/मुख्य सड़क/शाखा सड़क/सड़क पर पाया गया है।

Sanjay Kr. Singh
07/10/2021

Kumar Abhishek
8.10.2021

For Nexgen Infra Heights Pvt. Ltd.
Ravi kant singh
Director

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of Late Kamla Prasad Singh, residing at 1-A/12 New Patliputra colony, P.S. Patliputra, Town and District Patna, Bihar, having **PAN : BTXPS7232K, Aadhaar No. 2877 6585 5028, Mob. No. 8986144169,** by occupation- Business, caste Rajput, Nationality Indian, hereinafter called and/or referred to as the **"LANDOWNER"** (which expression shall unless to be repugnant to the context or meaning thereto, mean and include his heirs, Administrators, Executors, Legal representatives and/ or successors-in-interest) of the **FIRST PART**

AND

NEXGEN INFRA HEIGHTS PVT. LTD., a Company incorporated under the provisions of Companies Act, 1956, bearing CIN No. U45400BR2011PTC016756, having its Registered office at B-3, Vinita Villa, Sidharth Nagar, Jagdeo Path, Bailey Road, P.S. Rupaspur, Town and District Patna-800014, having **PAN : AAQCS9571B,** through its Managing Director **MR. RAVIKANT SINGH,** Son of Sri Kamleshwar Singh, resident of B-3, Vinita Villa, Sidharth Nagar, Jagdeo Path, Bailey Road, P.O. B.V College, P.S. Rupaspur Town and District Patna-800014, having **Aadhaar No. 4879 8871 9412, Mobile No.-9334497137,** Occupation- business, Caste- Rajput, hereinafter called and referred to as the **"DEVELOPER/ PROMOTER"** (which expression shall unless repugnant to context or meaning thereto mean and include it's Administrators, executors, assign, Legal representative and or successor-in-office) of the **SECOND PART.**

WHEREAS, the above named first part is the absolute owner of 08 katha equivalent to 10888 sq.ft. of land, pertaining to Municipal Survey Plot No 159, Khata No. 161, Tauzi No.5292, under Thana No.23, situated at Mauza- Saguna, Mohalla- Saguna More, P.S- Danapur, District Patna, the details of aforesaid land is clearly mentioned in First Schedule of this Development Agreement.

WHEREAS, the first part/ landowner acquired the aforesaid property by virtue of a judgment and decree passed in Title Partition Suit No. 267/19 by the Sub Judge-IX, Patna dated 25/02/2021. The first part Sri Sanjay Kumar Singh filed the aforesaid suit against his mother Smt. Jaikali Devi and his brother Sri Ranjan Kumar Singh, for partition of the entire joint family properties. Subsequently, both the defendants appeared in the said suit. During pendency of the aforesaid suit, all the parties of the suit amicably settled their disputes outside the court and accordingly filed a compromise petition on 11.03.2020. The learned court

For NEXGEN INFRA HEIGHTS PRIVATE LIMITED
Ravi kant singh
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accepted the said compromise petition and disposed off the case on 25/02/2021. On the basis of the aforesaid compromise, a decree was prepared and signed by the learned court on 10.03.2021 and the said compromise petition was made part of the said decree.

WHEREAS, subsequently, the first part took possession of the aforesaid land, fully described in Schedule-I of this development agreement, and got his name mutated in government records vide Jamabadi No. ___ Present Part-45 Page No. 20 & 1572, Present Part – 25, Page No. 81600 and since then the first part is paying ground rent to the state of Bihar through Circle office Danapur and accordingly rent receipt is being issued in his name.

WHEREAS, Late Kamla Prasad Singh, the father of the First part, was working in Police department and he retired from the post of Deputy Superintendent of Police in the year 2002.

WHEREAS, the said Kamla Prasad Singh during his life time purchased some land in the name of his family members including the Scheduled land. The property in question, fully mentioned in First Schedule of this Development Agreement measuring 08 kathas of land, purchased by Late Kamla Prasad Singh under three separate registered deed of absolute sale in the name of his sons and wife.

WHEREAS, out of 08 kathas of land, 02 katha 13 dhoors land purchased by Kamla Prasad Singh under a registered deed of absolute sale dated 02/03/1995 vide deed No. 1002 in the name of his son Sri Sanjay Kumar Singh, the first part. 2 Kathas 14 Dhoor land purchased in the name of Smt. Jaikali Devi, wife of Late Kamla Prasad Singh, under a registered Deed of Absolute Sale dated 02/03/1995 being Deed No.1003 and the remaining 2 Katha 13 Dhoor land purchased by Kamla Prasad Singh in the name of his another son Sri Ranjan Kumar Singh under a registered deed of absolute sale dated 02/03/1995 being deed No. 1004 and the entire consideration amount was paid by the said Kamla Prasad Singh. It is pertinent to mention here that besides the Scheduled property, the said Kamla Prasad Singh purchased some more land in the name of his wife, sons and in his own name and the said purchased land was also subject matter of the aforesaid title partition suit.

WHEREAS, Kamla Prasad Singh, father of the first part died on 26.09.2008 leaving behind his wife Smt. Jaikali Devi and two sons namely Sri Sanjay Kumar Singh (First part) and Sri

For NEXGEN INFRA HEIGHTS PRIVATE LIMITED
Rani kant singh
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Rani kant singh
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Ranjan Kumar Singh as his only legal heirs, who after the death of Kamla Prasad Singh inherited the entire joint family properties by the right of survivorship and inheritance.

WHEREAS, after the death of Kamla Prasad Singh, Sri Sanjay Kumar Singh, filed a Partition suit on 22/10/2019, before the Sub. Judge-1st Patna, for partition of the entire joint family properties, in which his mother Smt. Jaikali Devi and his brother Sri Ranjan Kumar Singh made parties as defendant No.1 & 2 respectively. Subsequently, the suit was transferred in the Court of Sub.Judge-IX, Patna, for final disposal. During pendency of the aforesaid suit, all the parties of the suit amicably settled their disputes outside the court and accordingly, on 11.03.2020, all the parties jointly filed a compromise petition. The learned court accepted the said compromise and disposed off the case on 25/02/2021. On the basis of the aforesaid compromise, a decree was prepared and signed by the learned court on 10.03.2021 and the said compromise petition was made part of the said decree.

WHEREAS, it is pertinent to mention here that during pendency of the aforesaid suit, the parties of the suit, on the basis of the aforesaid compromise petition, entered into a Memorandum of family arrangement on 31st day of August, 2020 and partitioned the entire joint family properties in accordance to the compromise petition. Subsequently, all the parties took possession of their respective allotted land and also got their names mutated in government records.

WHEREAS, the above named landowner expressed his desire to develop and construct a multistoried commercial building complex over the Scheduled property, fully mentioned in First Schedule of this Development Agreement.

WHEREAS, when the above named managing director of the builder company came to know the desire of the landowner, he approached the landowner and showed his willingness to develop the aforesaid land and construct a multistoried commercial building complex over the Scheduled land at its own costs and expenses by adhering all the applicable law, Rules, bye-laws including the mandates of the Real Estate (Regulation and Development) Act, 2016. The landowner considered the request of the developer and agreed to develop the scheduled land through the above named developer. During negotiation, the landowner represented and declared that :-

(A)

(i) That the Scheduled property is under his exclusive possession with absolute right, title and interest, free from

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all encumbrances to transfer and convey the Whole or part of the said property, having fully marketable title thereby.

(ii) The landowner has 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) That no notice or notification for acquisition/requisition under any of the statutes of the past or present in force have been received, served or passed by the Nagar Parishad Danapur Nizamat/ Competent authority, Income Tax Department or any other government authorities, for acquisition or requisition of the said property or any part thereof.

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

(v) The landowner has not entered or executed any agreement for sale or development agreement with respect to the Scheduled property or any part thereof in past or present in favour of any third party.

(B)AND WHEREAS, the landowner is interested in getting construction of a multi-storied commercial tower on the said property and acquire built up area in the shape of commercial units, parking spaces, etc. as consideration for the value of the land of the said property when conveyed by the land owner to the Developer.

(C) The aforesaid developer, offered to develop and construct at its own cost, a multi-storied commercial tower on the said property of the landowner (hereinafter referred to as the said building) and the landowner wanted and agreed to acquire units, and the built-up area of the said building as consideration for the part of the said property to be conveyed by the land owner to the developer or its nominees etc.

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

FOR NEXGEN INFRA HEIGHTS PRIVATE LIMITED
Ravi kant Singh
Director
7/10/2021

Sanjay Kr. Singh
7/10/2021

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

(1) The aforesaid landowner do hereby appoint the aforesaid Developer as the Developer of the said property and irrevocably grant permission to develop the scheduled land and the Developer hereby accept from the land owner the exclusive right, possession and license to develop the said property, fully described in First schedule-I 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 hand over to the developer for construction of a multistoried commercial building complex and the entire cost to be incurred for construction of the same shall be born and paid by the Developer. The developer will construct the proposed building as per the sanctioned building plan of the competent authority.

(3) 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 court of law for the same. The landowner will not be responsible for the same in any way.

(4) That the entire multistoried building shall be constructed by the developer and the entire cost to be incurred for construction shall be cost of sewerage, drainage with all fittings, amenities, electric fittings, water connection, electrification, generator, lift, intercom etc. till the final finishing and completion of the entire building to make them habitable for the Landowner and other inmates of the building.

(5) It is also agreed between the parties that within 03 months 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

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the landowner. The papers to be required for approval of the said building plan shall be provided by the landowner, which are in his possession to the developer.

(6) 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 Bihar Building Rules and Regulation, FAR and density norms and shall not make any variation/ alteration, modification in plans otherwise in the manner prescribed in law.

(7) The name of the proposed multistoried building complex shall be **"7 HORIZON"** or as mutually agreed upon by both the parties.

(8) 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 landowner shall extend all co-operation to the developer by providing all papers, which are in its possession, required consent letter, Authority etc.

(9) That the developer agreed to hand over 50% (Fifty percent) of the total super built up area to the landowner and the remaining 50% (Fifty percent) of the total super 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 owner's share to the landowner 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.

(10) In all case owner's 50% (Fifty Percent) of the super built-up area should be mandatorily handed over in the form of the complete Unit. It is mutually agreed that during the division/

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distribution of the 50%-50% share between the landowner and developer there should not be difference or deviation more than 100 Sq.ft. which would be compensated by the party who will get extra area or less area as per prevailing market rate.

(11) That similarly, the developer will retain 50% (Fifty Percent) of the total super built-up area. In the shape of units and car parking spaces in consideration of cost of construction with an absolute, right, title and interest and may transfer, convey, sell, grant lease of otherwise alienate their interest to any person or persons, associates of person, firm, body corporate etc. on such terms and conditions as they may deem fit and proper.

(12) That prior to execution and registration of this development agreement, the landowner and the developer amicably distributed their respective share/ area in lieu of their 50% area. The details of the landowner's share and the developer share is clearly mentioned in Second Schedule of this Development Agreement.

(13) Both the land owner and the developer will have absolute right, title and interest over their respective share of super built-up area.

(14) That it is further agreed by the parties that any alteration in the approved building plan within the parameter of the Nagar Parishad Danapur Nizamat/Competent Authority and Bihar Building Rules and Regulation which may be deemed necessary during or after the sanction of the building plan shall be done by the developer with the prior written consent of the landowner and the developer may make such changes at its own risk and expenses. If due to relaxation of government policy, If any further construction will be made then the same shall be distributed between the land owners and developer as per the above mentioned share/ ratio.

(15) That besides the aforesaid 50% share to be handed over to the landowner, it is also agreed between the parties that the developer second part shall pay a sum of **Rs. 15,62,500/- (Rs. Fifteen lacs Sixty Two thousand and Five hundred)** only per katha, which comes to **Rs.1,25,00,000,** to the landowner as non-refundable amount. Out of the said amount, the second part already paid a sum of **Rs. 25,51,000/- (Rs. Twenty Five lacs**

For NEXGEN INFRA HEIGHTS PRIVATE LIMITED
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and Fifty One thousand) only to the first part. For the balance amount, the second part hereby handed over 04 (Four) post dated cheques, the details of which are clearly mentioned in **Third Schedule** of this Development agreement.

(16) That In case the razed as a result of natural calamity and the building becomes inhabitable, all owners, Developer and purchasers, title holder to the building will have proportionate share of land. But no individual title holder is entitled to demolish his/her their Units or building and demand proportionate share in the land.

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

(18) The landowner shall, after the execution of this agreement allow ever facility to the Developer, their staff, engineer, Architects, worker etc. to enter upon the said property to enable the developer to carry out various development works as stipulated in this agreement.

(19) That the builder/developer will develop and construct the proposed building with all amenities therein or thereon and give peaceful vacant possession of the landowner's area/ share to the land owner within **54 (Fifty Four)** months from the date of registration of the project under the Real Estate (Regulation and Development) Act, 2016, or from the date of handing over the vacant possession of the scheduled land by the landowner to the developer, whichever is later. In case the builder fails to complete the construction work and hand over the owner's share to the owner within the stipulated time as mentioned above, then the landowner will provide **06 (Six)** month more time to the developer as grace period.

(20) That even if the developer fails to complete the construction and hand over the owner's share to the owner within the aforesaid period including grace period then the developer is liable to pay a sum of **Rs. 1,00,000/-** (Rupees One lakh) only per month as compensation to the landowner.

for NEXGEN INFRA HEIGHTS PRIVATE LIMITED
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Director
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(21) 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, riots or pandemic 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 landowner and the Developer.

(22) 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. 19 of this development agreement.

(23) That the developer shall develop the said property themselves or through any agency at its own costs and expenses and will be responsible for the development of the said land, but the landowner will have the right to inspect the development and construction of the said multistoried building. If the Land owner find that the materials to be used for construction is not up to the mark and not of good quality then the land owner 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 land owner will not force to stop the construction work, if the developer do the work as per agreement The developer will use the standard materials as specified and mentioned in schedule-II.

(24) That the Landowner is entitle to verify and supervise the quality of materials to be used by the developer for construction of the building. If the Land owner find that the materials to be used for construction is not up to the mark and not of good quality then the land owner 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 land owner will not force to stop the construction work, if the developer do the work as per agreement.

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

For NEXGEN INFRA HEIGHTS PRIVATE LIMITED
Rani Kant Singh
Director
7/10/2021

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(26) The Landowner hereby undertakes not to sell, dispose of, alienate, charge, encumber, sublease or otherwise transfer the said land and/or property or any part thereof. The landowner 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 Developer thereon for the purpose of development pursuant to this development agreement. The Landowner 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.

(27) After the Registration of this Development Agreement and also after registration of this project under the Real Estate (Regulation and Development) Act, 2016, the landowner 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.

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

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

(30) That the developer shall mandatorily inform and have the prior consent of the land owner before the developer moves for any loan against this property/Project.

(31) That after the completion of the construction of the building project, the developer/promoter/land owner shall be absolute owners of their respective shares and they will be entitled to sell/transfer their respective share as per the Provisions of u/s 5(1) & 5(2) and other provisions of the Bihar Apartment Ownership Act, 2006.

(32) That it is pertinent to mention here that prior to execution and registration of this development agreement, the landowner and M/S CHHITIJFLOORS INFRA PRIVATE LIMITED entered into a Memorandum of Understanding

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Director
7/10/2021.

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Rani kant singh
Director

and as per the said Memorandum of Understanding, the landowner agreed to execute a development agreement in their favour, but later on, on 21/08/2021 the said Memorandum of Understanding has been cancelled with the consent of both the parties.

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.

(B) To indemnify 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 construction, breach of any law, Act statue, Rules and bye-laws.

(C) 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.

(D) The owner and the developer hereby agree that in case in future, at anytime, due to relaxation in the building by- laws if it is possible to construct any extra build-up area beyond the area already sanctioned by the Nagar Parishad Danapur Nizamat/Competent Authority, shall be distributed between the owner and developer in the same proportion, as mentioned herein above.

(E) All outgoings including municipal taxes and any other charges in respect of the said property shall be borne and paid by the land owner 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 Land owner's area/ share to the Land owner.

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

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Sanjay Mr. Singh
7/10/2021

For Nexgen Infra Heights Pvt. Ltd.
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Director

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proportionately in proportion to their respective share in the total super built-up area.

(G) The landowner will deliver to the developer and/or its duly authorized representative, certified copies/photo copies of all original title deeds documents and papers relating to the said property for complete examination of the land owner's title thereto and the land owner agree to co-operate with the developer in such examination of the land owner's 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.

(H) The developer shall be entitled to retain only photocopies/ Certified copies of the original documents pertaining to the said property including title deeds etc. however, the original documents will be produced by the land owner for inspection whenever required by the developer. However, after completion of the building/ project, all the original documents shall be handed over to the owners' Association of the building.

(I) The developer and / or the landowner 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 land owner 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 owner's 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 at the time of registration of unit (s) of the multistoried building.

(J) The common area shall be jointly owned by the land owner 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.

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(K) The developer second part hereby agrees that in case any fine or penalty/fee to be imposed on the said building for any breach of law and for any alleged deviation from the sanctioned plan, resulting in any excess construction of the built-up area within the bye-laws then the same shall be borne and paid by the developer only.

(L) 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.

(M) That the landowner agrees and undertakes that in case of any dispute or litigation by person(s) claiming to be the co-sharer or contained in the scheduled property or claiming his right, title or interest though the relating to the right, title and interest regarding 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 of the landowner and in this respect the land owner 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.

(N) 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) and such arbitration shall be conducted under the provisions of the Arbitration & Conciliation Act, 1996 as amended from time to time, within the limit of Patna.

(O) The construction of the said building will be super Deluxe quality and the detailed specification is to be attached as part of the agreement and additional area (within the approved norms) more than the mentioned total area, the additional area in said the ratio i.e 50% (Fifty Percent (P)) in the constructed area to the land owner and 50% (Fifty Percent) in the constructed area to the developer.

(P)The developer together with the landowner may form as it deems proper, a Co-operative housing society/ association of persons, and body corporate etc. for maintenance of common service area of the building. And in due course, all the unit owners including the landowners and their nominee(s) shall become members of such an organization formed or to be formed by the developer. The landowner and all the unit owners, their nominees, respective agents,

For NEXGEN INFRA HEIGHTS PRIVATE LIMITED
Rani kant singh
Director
7/10/2021

Sanjay Kr. Singh
7/10/2021

For Nexgen Infra Heights Pvt. Ltd.
Rani kant singh
Director

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servants, licenses, tenant etc. shall be bounded to abide by the Rule and Regulations of the owners' association and also they shall be bound to contribute toward the cost of formation of such organization as well as to pay the regular maintenance charges as may be fixed and revised from time to time by the owners' association of the building for the maintenance and management of the entire building complex, except the internal part of the units.

(Q) The common area shall jointly be owned by all the unit owner of the said building with equal entitlements to use all common areas and facilities extended for utilization by the occupants of the said building on the said terms and conditions applicable to all, for such utilization. No unit Owners/s of any part of the said building will have any exclusive right, title and interest over the common areas and common facilities except the right of common use.

(R) The owner agree that if any levy is imposed by Nagar Parshad Danapur Nizamat/competent Authority or any others public body or bodies or the government for the development/ betterment of the area in which the said property is located or any other levy becomes applicable on the said land or the building thereon than the same shall be paid by the owner the developer (or its allottees) jointly in the same proportion as their respective shares of super built-up area in the said building.

(s) The land owner agrees that in case any fine or penalty/fee to be imposed on the said building for any breach of law and for any alleged deviation from the sanctioned plan, resulting in any excess construction of the built-up area within the bye-laws then the same shall be borne and paid by the developer only.

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

(U) That the owner agrees and undertakes that in case of any dispute or litigation by person(s) claiming to be the co-shares or contained in the schedule-I property or claiming his/their right title or interest though the owner relating to the right, title and interest regarding the schedule-I property, the on going construction and development activities shall not be stopped or affected in any manner and same shall be matter of the owner's and the owner shall keep the

For NEXGEN INFRA HEIGHTS PRIVATE LIMITED
Rani Kant Singh
Director
7/10/2021

Sanjay Kr. Singh
7/10/2021

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For Nexgen Infra Heights Pvt. Ltd.
Rani Kant Singh
Director

developer indemnified and the development activities shall be free from all hindrances(s) so that the project may be completed in time.

(V) That only courts of Patna shall have the exclusive jurisdiction over all the matters of dispute arising in respect of and from this agreement. That any taxes, duties, rents, cess etc. after construction of the multistoried building payable on account of the constructed area of the building, than the same shall be paid by the land owner and developer proportionately.

(W) That the developer may purchase or enter into development agreement for the land adjacent to the schedule land of this development agreement. After entering into proposed Development Agreement, with the Land Owner of the adjacent land, both the First and the Second Part will enter into a supplementary Agreement and only after execution of the proposed supplementary Agreement, the Second Part amalgamate the said land with the scheduled land and may submitthe revised building plan with the competent authority for its approval. If the first part and the second part will not enter into any supplement agreement then in that case the present development agreement will exist without any change.

For NEXGEN INFRA HEIGHTS PRIVATE LIMITED
Rani Kant Singh
Director
7/10/2021

SCHEDULE-I

DETAILS OF THE PROPERTY:

All that pieces & parcel land measuring 08 kathas equivalent to 10888 sq.ft. of land pertaining to Municipal Survey Plot No 159, Khata No. 161, Tauzi No.5292, under Thana No.23, situated at Mauza- Saguna, Mohalla- Saguna More, P.S- Danapur, District Patna, sub Registry Office Danapur and District Registry Office Patna Within the limit of Danapur Nizamat, which is Detailed and bounded as follow.

Boundary of the Land

North - Om Ganga Complex,
South - Other's House
East - Danapur Khagaul Road
West - Other's House

Revenue Details of property:

1. Name of the District — Patna
2. Name of the Revenue Anchal- — Danapur
3. Name of the Revenue Halka- — Nagar Parishad Danapur
4. Name of the Revenue Village- — Saguna
5. Revenue Thana No- — 23.
6. Name of the Revenue Thana- — Danapur
7. Zamabandi No. ____ Present Part- 45 Page No. 20 & 1572, Present Part- 25, Page No. 81600

सभी प्रकार के रोक से मुक्त पाया
जाँच लिपिक

Sanjay Kr. Singh
7/10/2021

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For Nexgen Infra Heights Pvt. Ltd.
Rani Kant Singh
Director

Schedule-II

Distribution of share between the landowner and Developer.

LOT-I

Share of the landowner:

Ground Floor	50% SBU area (North Side)
First Floor	50% SBU Area (South Side)
Third Floor	Entire Floor
Fifth Floor	Entire Floor
Sixth Floor	Entire Floor

Share of the Developer:

Ground Floor	50% SBU area (Southern Side)
First Floor	50% SBU Area (Northern Side)
Second Floor	Entire Floor
Fourth Floor	Entire Floor
Seventh Floor	Entire Floor

(Car parking spaces shall be distributed proportionately i.e., 50%-50%)

Note: If the Map plan of 7th floor will not be approved by the competent authority, then the owner and developer will have to share in sixth Floor 50%-50%

For NEXGEN INFRA HEIGHTS PRIVATE LIMITED
Rani kant singh
Director
7/10/2021

SCHEDULE-III.

1. Total None refundable amount **Rs. 1,25,00,000/-**
2. **Already Paid Rs. 25,51,000/-**
3. Post dated cheque No. 001186 dated 10/11/2021, for **Rs. 35,00,000/-** drawn on ICICI Bank, Rajabazar Branch, Patna.
4. Post dated cheque No.139603 dated 10/11/2021, for **Rs. 14,49,000/-** drawn on Indian Bank, Khajpura Branch, Patna.
5. Post dated cheque No.139602 dated 22/02/2022, for **Rs. 25,00,000/-** drawn on Indian Bank, Khajpura Branch, Patna.
6. Post dated cheque No. 001187 dated 22/02/2022, for **Rs. 25,00,000/-** drawn on ICICI Bank, Rajabazar Branch, Patna.

(Note : That if any of the aforesaid posted dated cheque will be bounced due to insufficient of fund then in that case, the

Sanjay Kr. Singh
7/10/2021

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For Nexgen Infra Heights Pvt. Ltd.
Rani kant singh
Director

second part will be liable to pay a sum **Rs. 10,00,000/-** (Rupees Ten lacs) only to the First part as compensation / penalty. The second will liable to pay said compensation amount within 10 days from the date of such dishonor of the cheque),

Note:- Govt. Value mentioned at code No.138 & Zone-3 of M.V.R. 2016-17

Govt. Value of Land

1. Total Land 08 katha equivalent 25 decimal @ **Rs. 26,00,000/-** per dec. — **Rs. 6,50,00,000/-**
2. None refundable Amount — **Rs. 1,25,00,000/-**

Total Rs. 7,75,00,000/-.

For NEXGEN INFRA HEIGHTS PRIVATE LIMITED
Director
7/10/2021

SCHEDULE-II

FEATURE AND SPECIFICATION OF UNITS STRUCTURE

RCC frame structure with No. 1 brick/AAC block.

Earthquake resistant structure with Tata steel/Jindal Lafarge/ PSC cement.

FLOORING

Branded vitrified Tiles/Granite of manufacture Kajaria/ Somany

ELECTRICAL

Copper wiring in concealed P.V.C Conduits, sufficient light point.

Modular type switches of branded company (all of havells / Philips /Anchor/ Polycab).

WATER

24 HOURS Fresh water supply from own tube well

LIFT

Branded company lift of manufacture Kone/Otis/Jhonson with adequate capacity as per drawing.

SECURITY

24 hours cable intercom system from the gate with CCTV camera and installation of Generator.

Installation of fire Fighting arrangement.

7/10/2021

IN WITNESS WHERE OF the landowner and developer have set their hands to this deed of development Agreement with

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For Nexgen Infra Heights Pvt. Ltd.
Director

their free will and sound state of mind on the day, month and the year first above mentioned in the presence of under signed witnesses.

WITNESSES:-

1. जगदीश सिंह
S/o कामता प्रसाद सिंह
1A/12, न्यू पाटलीपुत्रा
कालोनी पटना-800013
7/10/2021

Sanjay Kr. Singh
Signature
of First Part
7/10/2021

2.
Arvind Kumar Singh.
S/o- Gopal Shekar Pd Singh
201 Santi vihar Appartment
Bir Basavan Nagar
Patna-14
7/10/2021.

For NEXGEN INFRA HEIGHTS PRIVATE LIMITED
Ravi kant singh
Director
7/10/2021
Signature
of Second part

Typed By
Trupati Stationary
Patna Collectorate, Patna

Drafted By
Ajay Kumar Singh
Advocate,
Civil Court, Patna

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For Nexgen Infra Heights Pvt. Ltd.
Ravi kant singh
Director

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.	1551000/-	Amt.Paid By N.J Stamp Paper	Rs.	0/-
Addl.Stamp duty paid under Municipal Act	Rs.	0/-	Amt.paid through Bank Challan	Rs.	1597025/-

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	5000	K1c	0	Mb	25		
A10	0	E	40000	J1	0	K2	0	Na	0		
B	0	H1a	0	J2	0	Li	0				
								TOTAL-	45025		

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

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 46025

Registering Officer
Patna

Date: 07/10/2021

Endorsement under section 52

Presented for registration at Registration Office, Patna on Thursday, 07th October 2021 by Sanjay Kumar Singh S/O- Late Kamla Prasad Singh by profession Business. Status - Executant

Sanjay Kumar Singh
07/10/2021

Signature/L.T.I. of Presentant **Date:07/10/2021**

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Jaikali Singh' age '77' Sex 'M', 'S/O-Kamala Prasad Singh', resident of 'Paliputra Colony, Patna-13'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 07/10/2021

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 319 on pages on 570 -592, for the year 2021 and stored in CD volume No. CD-47 year 2021. The document no. is printed on the Front Page of the document.

Registering Officer
Patna

Date : 07/10/2021

Token No. : 13569 Year : 2021 S.No. : 13246 SCORE Ver.4.1 Deed No . :d No . : 12714

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For Nexgen Infra Heights Pvt. Ltd.
Ravi kant singh
Director

District Registry Office, Patna

Misc.Token No.-3917 Year -2021

Following Stamp and Fees has been realised for document having **Serial No.: 392** **for the year: 2021**

FEE PAID

A	- 0	G	- 0	L(i)	- 0
B	- 0	G(a)	- 0	L(ii)	- 0
C	- 0	H1(a)	- 0	L(iii)	- 0
D	- 0	H1(b)	- 0	M(b)	- 0
DD	- 0	H2	- 0	N(a)	- 0
E	- 0	I	- 0	O	- 0
F(i)	- 0	J1	- 0	P	- 0
F(ii)	- 0	K1(a)	- 0	LLR	- 0
F(iii)	- 0	K1(b)	- 0	P.Fee	- 0
F(iv)	- 0	K1(c)	- 0		

STAMP PAID

Challan/Paper:	7000
Treasury Challan:	0
TOTAL:	7000

Scan Fee: 0

Total Fee Paid: 7000 **Date: 20/10/2021**

Registering Officer

For Nexgen Infra Heights Pvt. Ltd.

Rani kant singh

Director

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INDIA NON JUDICIAL
Government of Bihar
e-Stamp

Certificate No.	:	IN-BR24815985660109T
Certificate Issued Date	:	08-Oct-2021 01:30 PM
Account Reference	:	SHCIL (FI)/ brshcil01/ PATNA/ BR-PAT/ PTC
Unique Doc. Reference	:	SUBIN-BRBRSHCIL01335837553643497
Purchased by	:	NEXGEN INFRA HEIGHTS PRIVATE LIMITED
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	:	NEXGEN INFRA HEIGHTS PRIVATE LIMITED
Stamp Duty Paid By	:	NEXGEN INFRA HEIGHTS PRIVATE LIMITED
Stamp Duty Paid (Rs.)	:	7,000(Seven Thousand 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.)	:	7,000 (Seven Thousand only)

Corporation of India Limited PATNA

Do not write or type below this line

0003307586

VOID VOID VOID

For Nexgen Infra Heights Pvt. Ltd.

Rani kant singh

Director

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Warning

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For Nexgen Infra Heights Pvt. Ltd.

Rani kant singh

Director

INDIA NON JUDICIAL
Government of Bihar
e-Stamp

Certificate No.	:	IN-BR24695994220286T
Certificate Issued Date	:	05-Oct-2021 05:04 PM
Account Reference	:	SHCIL (FI)/ brshcil01/ PATNA/ BR-PAT/ PTC
Unique Doc. Reference	:	SUBIN-BRBRSHCIL01333732832452927
Purchased by	:	NEXGEN INFRA HEIGHTS PRIVATE LIMITED
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	:	NEXGEN INFRA HEIGHTS PRIVATE LIMITED
Stamp Duty Paid By	:	NEXGEN INFRA HEIGHTS PRIVATE LIMITED
Stamp Duty Paid (Rs.)	:	15,51,000(FifteenLakh Fifty One Thousand only)
Reg. fee (Rs.)	:	45,025 (Forty Five Thousand And Twenty Five only)
LLR & P Fee (Rs.)	:	0 (Zero)
Miscellaneous Fee (Rs.)	:	0 (Zero)
Discore SC (Rs.)	:	1,000 (One Thousand only)
Total Amount (Rs.)	:	15,97,025 (FifteenLakh Ninety Seven Thousand And Twenty Five only)

Stock Holding Corporation of India Ltd. PATNA

For NEXGEN INFRA HEIGHTS PRIVATE LIMITED
Ravi kant singh
7/10/2021 Director

Sanjay Kr. Singh
7/10/2021

Do not write or type below this line

0003307372

VOID VOID VOID

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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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For Nexgen Infra Heights Pvt. Ltd.
Ravi kant singh
Director

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For Nexgen Infra Heights Pvt. Ltd.

Director

भारत सरकार

आधार

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

नामांकन क्रम/ Enrolment No.: 0169/26031/55733

To
जयकली सिंह
Jaikali Singh
W/O: Kamala Prasad Singh
1A/12 New Patliputra Colony
Patliputra
Patliputra Colony
Patliputra
Patna Bihar - 800013
7033221593

Download Date: 28/02/2021

Issue Date: 16/07/2019

Valid for unknown

आपका आधार क्रमांक / Your Aadhaar No. :

3172 0705 1550

VID : 9199 9208 1422 5159

मेरा आधार, मेरी पहचान

Government of India

AADHAAR

सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- सुरक्षित QR कोड / ऑफलाइन XML / ऑनलाइन ऑथेंटिकेशन से पहचान प्रमाणित करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

INFORMATION

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- Verify identity using Secure QR Code/ Offline XML/ Online Authentication.
- This is electronically generated letter.

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- आधार कई सरकारी और गैर सरकारी सेवाओं को पाना आसान बनाता है।
- आधार में मोबाइल नंबर और ईमेल ID अपडेट रखें।
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भारत सरकार
Government of India



जयकली सिंह
Jaikali Singh
जन्म तिथि/DOB: 12/08/1944
महिला/ FEMALE

Download Date: 28/02/2021

Issue Date: 16/07/2019

3172 0705 1550

VID : 9199 9208 1422 5159

मेरा आधार, मेरी पहचान

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

AADHAAR

पता:
अधिनी: कमला प्रसाद सिंह, 1ए/12 नई पटलीपुत्र कॉलोनी, पटलीपुत्र, पाटलीपुत्र कॉलोनी, पटना, बिहार - 800013

Address:
W/O: Kamala Prasad Singh, 1A/12 New Patliputra Colony, Patliputra, Patliputra Colony, Patna, Bihar - 800013

3172 0705 1550

VID : 9199 9208 1422 5159

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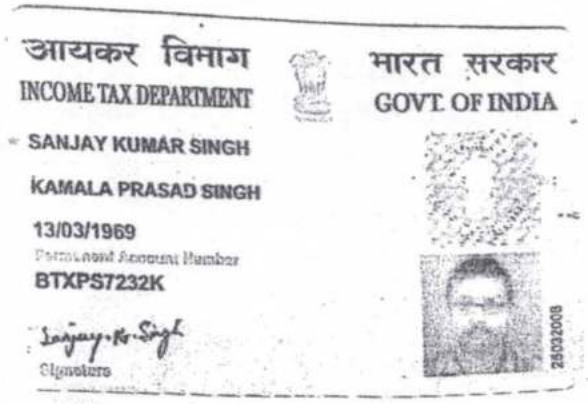
जयकली सिंह
7/10/2021

YE-419

For Nexgen Infra Heights Pvt Ltd.

Rahul kant singh
Director

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आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SANJAY KUMAR SINGH

KAMALA PRASAD SINGH

13/03/1969

Permanent Account Number
BTXPS7232K

Sanjay Kr. Singh
Signature

28032008

Sanjay Kr. Singh
7/10/2021

For Nexgen Intra Heights Pvt Ltd.

Ravi kant singh
Director

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भारत सरकार
GOVERNMENT OF INDIA

रवि कान्त सिंह
Ravi Kant Singh
जन्म तिथि/ DOB: 08/09/1983
पुरुष / MALE

4879 8871 9412

आधार-आम आदमी का अधिकार



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:
आत्मज: कमलेश्वर सिंह,
फ्लैट न बी/3 विनीता विला
अपार्टमेंट, माला पर सिद्धार्थ
नगर, जगदेव पथ, बेली रोड,
रुकनपुरा, पटना,
बिहार - 800014

Address:
S/O: Kamleshwar Singh, Flat No B/3
Vinita Villa Apartment, Nala Par
Siddharth Nagar, Jagdeo Path, Bailey
Road, Rukanpura, Patna,
Bihar - 800014

4879 8871 9412

Aadhaar-Aam Admi ka Adhikar

Ravi kant singh

7/10/2021

For Nexgen Infra Heights Pvt. Ltd.

Ravi kant singh

Director

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भारत सरकार
GOVERNMENT OF INDIA

संजय कुमार सिंह
Sanjay Kumar Singh
जन्म तिथि/ DOB: 13/03/1969
पुरुष / MALE

2877 6585 5028

-आम आदमी का अधिकार


भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:
आत्मज: कमला प्रसाद सिंह,
हाउस न-1ए/12, पानी टैंकी,
न्यू पाटलीपुत्रा कॉलोनी,
बोरिंगरोडपटना, पटना,
बिहार - 800013

Address:
S/O: Kamla Prasad Singh, House No-1A/12, Pani Tanki, New Patliputra Colony, Boring Road Patna, Patna, Bihar - 800013

2877 6585 5028

Aadhaar-Aam Admi ka Adhikar

Sanjay Kr. Singh
7/10/2021

For Nexgen Infra Heights Pvt. Ltd.
Rani Kant Singh

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Ravi kant singh

7/10/2021.

For Nexgen Infra Heights Pvt. Ltd.

Ravi kant singh

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For Nexgen Infra Heights Pvt. Ltd.

Director