

Serial No. 5514

Govt. of Bihar

District Registry Office ,Hajipur

Summary of EndorsementThis document was presented for registration on **25/07/2018** by **Urmila Devi**A stamp duty of Rs. **573080/-** and other fees of Rs. **21000/-** 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. **5295** in Book No. **1**, Volume No. **103** on pages from **501** to **521** and has been preserved in total **21** pages in C.D. No. **16** / Year **2018**

Date: 25/07/2018

Token No: 5626 /2018

Signature with Date  
(Nilesh Kumar )

Registering Officer, Hajipur

DEVELOPMENT AGREEMENTThis **DEVELOPMENT AGREEMENT** is made on this 25<sup>th</sup>. day of July  
Two Thousand Eighteen at Hajipur**BETWEEN****Land Owner - : (1). URMILA DEVI**, w/o Late Sachchidanand Sahni by  
occupation Housewife

ADITYA UNIQUE CONSTRUCTIONS

Proprietor

25-7-18  
25-7-18  
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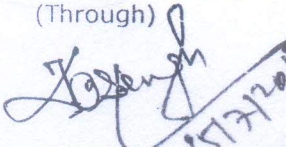
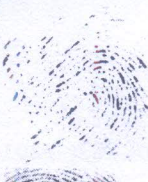
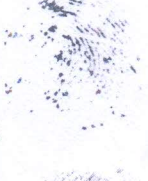
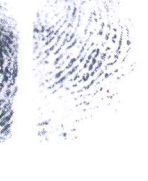
# District Registry Office, Hajipur

Token Number 5626

Reg. Year 2018

Serial Number 5514

Deed Number 5205

| PresType     | Name                                                                              | Photo                                                                               | Thumb                                                                               | Index                                                                                | Middle                                                                                | Ring                                                                                  | Little                                                                                |
|--------------|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Claimant     | Kul Bhushan Singh<br>(Through)                                                    |    |    |    |    |    |    |
| Sig.         |  |                                                                                     |                                                                                     |                                                                                      |                                                                                       |                                                                                       |                                                                                       |
| Executant    | Arvind Kumar                                                                      |    |    |    |    |    |    |
| Sig.         | अरविन्द कुमार<br>वा० रविशंकर दास<br>25-7-18                                       |                                                                                     |                                                                                     |                                                                                      |                                                                                       |                                                                                       |                                                                                       |
| Executant    | Gyanendra Kumar                                                                   |    |    |    |    |    |    |
| Sig.         | ग्यानेश कुमार<br>25-7-18                                                          |                                                                                     |                                                                                     |                                                                                      |                                                                                       |                                                                                       |                                                                                       |
| Executant    | Kumari Kiran Singh                                                                |    |    |    |    |    |    |
| Sig.         | कुमारी किरण सिंह<br>25-7-18                                                       |                                                                                     |                                                                                     |                                                                                      |                                                                                       |                                                                                       |                                                                                       |
| Executant    | Madhu Singh                                                                       |   |   |   |   |   |   |
| Sig.         | मधु सिंह<br>25/7/18                                                               |                                                                                     |                                                                                     |                                                                                      |                                                                                       |                                                                                       |                                                                                       |
| Executant    | Sudha Prakash                                                                     |  |  |  |  |  |  |
| Sig.         | Sudha Prakash<br>25.7.2018                                                        |                                                                                     |                                                                                     |                                                                                      |                                                                                       |                                                                                       |                                                                                       |
| Executant    | Sunaina Devi                                                                      |  |  |  |  |  |  |
| Sig.         | सुनैना देवी<br>वा० रविशंकर दास<br>25-7-18                                         |                                                                                     |                                                                                     |                                                                                      |                                                                                       |                                                                                       |                                                                                       |
| Presented By | Urmila Devi                                                                       |  |  |  |  |  |  |
| Sig.         | उर्मिला देवी<br>वा० रविशंकर दास<br>25-7-18                                        |                                                                                     |                                                                                     |                                                                                      |                                                                                       |                                                                                       |                                                                                       |

! CORE Ver.4.0

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Biometric Captured By 1800sop009

उर्मिला देवी

सही उर्मिला देवी- वा० रविशंकर दास  
सही रविशंकर दास- मो. नि० हमारा सामने-  
बनाया 25-7-18

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[illegible]

AND

*[Signature]*  
Proprietor  
25/07/2018

Proprietor,

**District Registry Office, Hajipur**

Token Number 5626

Reg. Year 2018

Serial Number 5514

Deed Number 5295

| PresType  | Name        | Photo | Thumb | Index | Middle | Ring | Little |
|-----------|-------------|-------|-------|-------|--------|------|--------|
| Executant | Urmila Devi | Photo | Thumb | Index | Middle | Ring | Little |

Sig.

Identified By Ravishankar Das

Sig.

रवि शंकर दास  
25-7-18



SCORE Ver.4.0

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Hindu, by Occupation Business, hereinafter called the developer (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the successors, executors, administrators, receivers and assigns) of the "SECOND PART".

Pan No. - ALBPS2767E. Mob. No. - 9835275588.

For Development Work On Land :-

That the first party (Land Owners shall be made of Part A & Part B) declared the relevant paper in original available to the developer, the second party as mention below :-

1. Original Sale Deeds.
2. Current Govt. Rent Receipt.
3. RS. Khatiyan of the Land in question.
4. Copy of Mutation (Shudhipatra).
5. Certified copy of Mutation order in favour of Land owner.
6. Land Possession Certificate.
7. Vacant Land with peaceful possession where construction work will develop.

Whereas the First Part of this deed has acquired all that portion of land measuring 11 Kattha (48 decimal) of R.S.P. No.1020 (Total area .0270 Hectre) and 1021 (Total area .1455 Hectre) of R.S. Khata No. 111 and 408 Situated at mauza Sahzadpur Andarkila, Hajipur, P.O. - Hajipur, P.S. - Town Thana, Hajipur, Thana No. - 177, Survey Ward No. - 08, Distt. - Vaishali.

Whereas the land on which the multistoreyed apartment "Aditya SN Vatika" would be constructed is owned by Sachchidanand Sahni and his mother Jhapsi Devi who have obtained the Same in individual Status and the land in question was purchased by Jhapsi Devi and his Son Sachchidanand Sahni in their exculusive names by the means of following registered sale deeds :-

1. Sale deed dt. 09.04.1948 (2 katha) executed by Sundar Mahto in favour of Jhapsi Devi

ADITYA UNIQUE CONSTRUCTIONS

Proprietor

21/04/18 3:30 PM 21/04/18 25.7.18  
Gyamenendra Kumar Hgemenendra Kumar  
25.7.18 Majbom Padhkar Sonraj Lic

2. Sale deed dt. 03.08.1968 (1 katha) executed by Sundar chaudhry S/o Lachhu Chaudhry in favour of Sachchidanand Sahni
3. Sale deed dt. 18.09.1969 (2 katha) executed by Ramji Sharma alias Ramji Prasad Singh S/o Sri Nawal Kishor Prasad Singh in favour of Sachchidanand Sahni.
4. Sale deed dt. 25.04.1970 (3 katha) executed by Sahbeer Singh S/o - Narsing Singh resident of Sahzadpur, Andarkila in favour of Sachchidanand Sahni.
5. Sale deed dt. 15.4.1972 (2 katha) executed by Doman chaudhry S/o - Sundar Chaudhry in favour of Sachchidanand Sahni.
6. Sale deed dt. 01.09.1972 (1 katha) executed by Phool Kuwar w/o - Sri Haricharan Singh in favour of Sachchidanand Sahni.

That during course of revisional survey operation the revisional survey plot Numbers 1020 and 1021 have been carved out from the aforesaid purchased Land and accordingly R.S.P. - 1020 recorded in the name of Mosmat Jhpsi Devi and 1021 recorded in the name of Sachchidanand Sahni.

That the said Jhpsi Devi died during life time of his only one son Sachchidanand Sahni and the said Sachchidanand Sahni died leaving behind his wife Urmila Devi and his two sons namely Arvind Kumar alias Gopalji and Gyanendra Kumar alias Lalji and one daughter Sudha Prakash who all are the executant No. 1 to 4 of this document and after the death of Sachchidanand sahni his wife, sons and daughter deserve full right, title, interest and possession with respect to 9 Kattha Land from front side by way of inheritance and survivorships after paying rent to the state of Bihar and getting rent receipts.

During life time of Sachchidanand sahni his younger son Gyanendra Kumar transferred the 2 Katha Land of R.S.P. - 1021 by the means of following 3 registered sale deed.

- (i). Sale Deed No. 3794 and dt. 28.05.2011 executed by Gyanendra Kumar in favour of Smt. Sunaina Devi
- (ii). Sale Deed No. 3793 and dt. 28.05.2011 executed by Gyanendra Kumar in favour of Smt. Kumari Kiran Singh.
- (iii). Sale deed No. 6670 and dt. 20.09.2011 executed by Gyanendra Kumar S/o Sachchidanand Sahni in favour of Sarita Devi And Sarita

ADITYA UNIQUE CONSTRUCTIONS

Proprietor

21st 3rd floor 21st 25-7-18

21st 3rd floor 21st 25-7-18

Agreement with Masbom Padkar Samaj Nig

Sudha Prakash 25.7.2018

Devi also transferred her purchased land by the means of registered sale deed No. 9151 and dt. 27.12.2011 in favour of Madhu Singh.

Astthough aforesaid sale deed executed by Gyanendra Kumar was legally objected by way of title suit No. 480/11 in the court of Sub-Judge, Hajipur, Vaishali but that very title suit was dismissed and the said three sale deeds were became absolute and intact and after the death of said Sachchidanand Sahni his legal heirs have not any type of objection with regard to the said three sale deeds in favour of the executant no. 5 to 7 and accordingly executant No. 5 to 7 deserve absolute right title and interest and possession with respect to 2 katha land of R.S.P.1021 from northern side.

That the land in question is the valuable piece of land and the land owner is legally entitled over the same and not any litigation is pending in any competent court of law and not any objection is existing between the executants of this document with regard to the land in question and the land in question free from all encumbrances.

Whereas the Land owner was desirous for constructing a multistoreyed residential / commercial complex on the said property and acquire built up area in the shape of residential / commercial flat as consideration for the value of land of their said property.

Whereas the Developer, party of the second part, is in construction business therefore approached and negotiated with the Land owner Part A & B for the development of the said land its own cost and as result of negotiation at length between the parties hereto and on the representation and declaration made the land owner of their perfect and valid title the aforesaid land.

Whereas in terms of the said development agreement and on the basis of the provisions of the Bihar Apartment Act, the developer is duly entitled for the 60% constructed area and landowner is entitled to 40% constructed area in the proposed building and they are exclusively entitled to deal and alienate their respective shares which is under the part of Builder's share 60% in terms of the said Development Agreement executed between developer and the landowner. The respective parties may like to enter into agreement for sale, transfer their share. And the land in question is free from all encumbrances and as the absolute owner of the said properties the land owners agreed to execute this Development Agreement by the mutual consent with respect to part of survey Khata No. 111 & 408, Khesra No. 1020 & 1021, Rev. Thana No. 177, Survey ward No. -08, Nagar Parishad Ward No. -10, jamabandi No. 407 & 111, situated at Sahjadpur, Andarkila, Anchal / S.R.O. / Nagar parisad, Hajipur, bounded within a boundary wall under the Town thana

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Police Station. Hajipur. And on strength of such title the aforesaid landowner (Part A & B) as the Landowner and M/s. Aditya Unique Constructions through its proprietor and authorized signatory Sri Kul Bhushan Singh as Developer Cum Builder has entered into a Development Agreement for the development and construction of a multistoried building and further entering into the sale deed /sale of agreement etc. thereof as mentioned in this deed and this Development Agreement witnessst as follows :-

1. That the land owner aforesaid of the First party hereby grant to the above said developer who hereby accept from the land owner, the right to develop the said land mentioned in the first Para above, in the manner appearing hereto on the agreed terms, conditions and stipulations written hereunder.

2. That the land owner shall have the right to demolish the existing structures on the said property and to exclusively remove the demolished material from the said property within a period of one month from the date of this Development Agreement so that there is no hindrance in the construction work.

3. That the land owners irrevocably agrees to convey, transfer and or assign to the developer undivided share in the said property at and for consideration and on the terms and conditions mentioned hereinafter.

4. That the land owner as consideration for the entire area of 11 katha according to measurement of land to be conveyed or transferred to the developer wherein residential building is to be constructed by the developer at their own cost agrees to accept 40% (Forty percent) of the total building area and 40% parking Area which the developer shall deliver and give possession to the land Owner part A, And Land Owner's Part B area clearly allotted the flat No. - 204 on second floor in Block B for Smt. Kumari Kiran Singh that will be allotted after marginal payment to the developer having adjusted the consideration amount of her proportionate share of land of this deed then finally absolute sale deed in favour of Smt. Kumari Kiran Singh by the developer will be executed and Smt. Sunaina Devi and Smt. Madhu Singh already received full compensation amount of her proportionate share of land by the developer And Smt. Sunaina Devi and Smt. Madhu Singh will not be entitled to get share or flat in the shape of built up area in the said building.

ADITYA UNIQUE CONSTRUCTIONS

Proprietor

25/07/2018

कुलभुषण देवी

25.7.18

श्री कुलभुषण देवी -

वार्ड विंडो रास -

25-7-18

श्री सुनैना देवी - ऐनोबेट लिहा-गणगुन पराका -

श्री सुनैना देवी - ऐनोबेट लिहा-गणगुन पराका -

श्री सुनैना देवी - ऐनोबेट लिहा-गणगुन पराका -

श्री सुनैना देवी - ऐनोबेट लिहा-गणगुन पराका -

श्री सुनैना देवी - ऐनोबेट लिहा-गणगुन पराका -

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Similarly, the balance 60% (Sixty Percent) of the total built up area with 60% ground Floor Parking Area with undivided proportionate area in the land shall herein after be called the developer's area.

5. (i). Land Owner's (Part - A) Area 40% (Forty Percent) clearly indentified that :

Block - A (a). Three flat on 1<sup>st</sup>. floor - Flat No. - 103, 104, & 106

(b). Three flat on 4<sup>th</sup>. floor - Flat No. - 401, 402 & 405

(c). Six flat on 5<sup>th</sup>. floor - Flat No. 501, 502, 503, 504, 505 & 506

(d). Ground floor parking space - Total 40% Parking Area with undivided proportionate area in the land.

Block - B (a). One flat on 1<sup>st</sup>. floor - Flat No. - 101

(b). One flat on 3<sup>rd</sup>. floor - Flat No. - 302

(c). Two flat on 4<sup>th</sup>. floor - Flat No. - 403 & 404

(d). Four flat on 5<sup>th</sup>. floor - Flat No. 501, 502, 503 & 504

(e). Ground floor parking space - Total 40% Parking Area with undivided proportionate area in the land.

(ii). Similarly, the balance 60% (Sixty Percent) of the total built up area shall herein after be called the developer's area to which developer alone shall be entitled, thus the developer's area consists of :-

Block - A (a). Three flat on 1<sup>st</sup>. floor - Flat No. - 101, 102, & 105

(b). Six flat on 2<sup>nd</sup>. floor - Flat No. - 201, 202, 203, 204, 205, & 206

(c). Six flat on 3<sup>rd</sup>. floor - Flat No. - 301, 302, 303, 304, 305 & 306

(d). Three flat on 4<sup>th</sup>. floor - Flat No. - 403, 404 & 406

(e). Ground floor parking space - Total 60% Parking Area with undivided proportionate area in the land.

Block - B (a). Three flat on 1<sup>st</sup>. floor - Flat No. - 102, 103 & 104

(b). Four flat on 2<sup>nd</sup>. floor - Flat No. - 201, 202, 203 & 204

(c). Three flat on 3<sup>rd</sup>. floor - Flat No. - 301, 303 & 304

ADITYA UNIQUE CONSTRUCTIONS

Proprietor

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उपनिर्देश  
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25/7/18

(d). Two flat on 4<sup>th</sup> floor - Flat No. - 401 & 402

(e). Ground floor parking space - Total 60% Parking Area with undivided proportionate area in the land.

(iii). The "barsati"/Pent-House constructed or to be constructed over the top roof & office on the ground floor shall be the sole and absolute property of the Builder's area and no one shall claim in any way to such construction i.e. the "barsati"/Pent-House and office on the ground floor but constructed or to be constructed shops on ground floor shall be the sole and absolute property of the Builder's. The purchaser and any other Flat owners shall not be entitled to raise any objection against any further construction on the roof of the Building, office & shops on the ground floor.

(iv). That the Developer will construct the said building as per plan sanctioned by the Hajipur Nagar Parisad or any other authority concerned and the owners shall have no objection in this regard.

(v). The land Owner and the developer also mutually agreed that minor permissible deviations in the sanctioned plan of residential flat may take place during the construction as per requirement and advice of consultants which may cause change in the total built up area. And in the event of any fine/fee imposed by local civic Body / Nagar Parisad on such deviations either furthering the construction or after completion of the project, the same shall be borne by the developer and the landowners according to the ratio 40:60.

6. That at no time land owner or the Developer directly or indirectly through their respective nominees or any other authorized agent or any agency demand revision of the terms and conditions agreed as aforesaid or demand further sum or premium, or any reduction or addition of the built up areas and shall execute all such deed (s) or documents as may be required by the land owner or the Developer in this regard.

7. Whereas it is agreed that the developer shall use materials of good quality in construction as well as finish the Building as per specification attached and jointly signed by both the parties.

8. The developers also undertake to obey the instructions given by registered architect /engineer regarding building Bye-law's & quality control & use of Indian Standards Construction material or Construction practice, to meet the standards of PWD code of Bihar, Bureau of Indian Standards and National Building Code of India.

ADITYA UNIQUE CONSTRUCTIONS

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-102.1015/2 01b

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-H/12.1015/2 01b  
-102.1015/2 01b

81-6-52  
-H/12.1015/2 01b  
-102.1015/2 01b  
-102.1015/2 01b

The developer also ensured that the building is being designed as per the relevant codes with respect to seismic safety norms.

9. It is hereby expressly, irrevocably and irretrievably agreed and declared by the land owner and also by the developer and /or Its nominees that after execution of this development agreement the agreed respective built up areas of the two parties in the proposed building or buildings and the parking areas provided herein above shall form and always be deemed to form fair, reasonable and adequate consideration in lieu of the aforesaid property agreed to be conveyed by the land owner to the developer and also in lieu of the developments done by way of construction and other related activities by the developer and /or its nominees.

10. The land owner shall solely and exclusively be entitled to the land owner's area they shall have the absolute rights title and interest over the land owner's areas and shall be fully entitled to use and enjoy the same either themselves individually or collectively or shall be fully entitled to transfer convey, grant, otherwise alienate their interest, or in any manner as deemed fit by them to any person, Association of persons, Firm, Body corporate co-operative societies. Govt. Agencies etc. on such terms and conditions may be decided by the land owners individually or collectively.

11. The developer and / or its nominees shall solely and exclusively be entitled to the Developer's Area and they shall have the absolute right, title and interest over the Developer's Area and shall be fully entitled to use and enjoy the same either themselves, individually or collectively or shall be fully entitled to transfer convey grant, otherwise alienate their interest, in any manner as deemed fit by them to any person. Association of persons, Firm, Body corporate, co-operative societies, Govt. Agencies etc. on such terms and conditions as may be decided by the developer and / or its nominees individually/ or collectively.

12. If any levy is imposed by the local civic body / Nagar Parisad or any other public body or bodies of the Govt. for the development/betterment of the area in which the said property is located or any other levy becomes applicable on the said property or the building thereon, then the same shall be borne by the land owners and developer jointly in the same proportion as their respective shares of built up area in the said building i.e. 40:60 upto the date of completion of the building and thereafter it shall be borne by the purchasers / owners.

13. That the developer shall only contribute the fine or penalty imposed by the local civic body / Nagar Parisad for any deviation in the building plan and shall have the sole responsibility & duty to regularize the map

ADITYA UNIQUE CONSTRUCTIONS

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राजेश विद्यार्थी पिता-श्री लालू भूषण सिंह  
गांव-पोंडुगरी बलुगरी धामा-नयागोंव  
जिला-दुपरा (झारण)

25/7/18

उमिल देवी

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गो-रविशर्मा 1114-

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or plan by local civic body / Nagar Parisad and also to monitor the other litigation if any arises.

14. It is hereby clearly agreed and accepted between the two parties that the time for completion of the construction and handing over of the land owner's built-up area shall be Seven years from the date of agreement by District Sub Registry office, Hajipur with two grace period of Six (6) - (6) months i.e. 7 years plus 12 months. If the project gets delayed due to reasons beyond the control of the developer, like force majeure or fire or Earthquake or any other inevitable causes like accident or strike or labor problem or problem in material supply or any other act of God, then so much time as is lost will be further added to the period of Seven years and the land Owners will be handed over their built up area accordingly.

15. The common area shall jointly be owned by all the purchasers of the portions of the said building with equal entitlement to use and enjoy all common area and facilities provided for utilization by the occupants of the said building on the same terms and conditions applicable to all for such utilization. No owners 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 of common use and enjoyment.

16. That the developer shall finish the entire building in same specification externally as well as internally. A little modification can be made only internally, only on the demand of flat purchasers. That if any specification or design has been changed for betterment of the building during course of construction then this specification or design shall be applicable for the entire portion of the building i.e. Developer's Area as well as land Owner's Area.

17. In case due to any defect in title of the owners and/or the said property or any wrong declaration on the part of owners thereof or due to any other reason/s whatsoever, if it will not be possible for the developer to construct the said building or any part thereof then in that case the developer will be entitled to receive back the entire investment and expenses made by the developer in respect of the aforesaid project proposed to be constructed on the said property along with 24% annual interest and the Land owners will be liable to pay the same to the Developer.

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Proprietor

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18. As per the provisions of Bihar Apartment Ownership Act 2006 and this agreement, after completion of construction of the complex the respective share that is the developer and the aforesaid landowners shall be absolute owners of their respective shares and they will be entitled to sell / transfer their shares separately, that is the developer and the land owners shall be free to transfer their shares without permission of each other. That in all transfers/conveyances of land and / or built up area, the purchaser (s) / Transferee (s) shall bear the cost of stamp duty, Court Fees and other Regd. charges.

19. That the land owner and / or their heir and the Developer and / or its nominees shall jointly be entitled to all permissible future vertical and / or horizontal development / exploitation of the said property and the building thereon and the construction sharing owning and selling of all such additional Built up area will be borne in the same proportion as on the same terms and conditions of this agreement.

This development agreement shall not ever be deemed to constitute a partnership, joint venture of any sort between the parties hereto.

20. That the developer hereby declares :-

(a). That the Developer shall construct the building as per prescribed norms as per law.

(b). That if any error in building construction or building materials (as per specification) only developer is responsible for that and it should be decided only by architect.

(c). That the Developer shall develop the land with their own finance and will provide 40% of the built up area to the land owner. Then only the developer will become Owner of 60% of land and built up area floor-wise in consideration of the development by the Developer.

(d). That the land Owner shall be entitled for the built up area of their share of 40% and they are entitled to hire or sale it out or to keep it with themselves. They are also at liberty to use it in any way for which the Developer's shall have no objection.

(e). That the Developer alone shall be entitled to deposit any security or accept refund of any deposit made in connection with the furtherance of this work with any persons or authority or in government department concerned or semi

ADITYA UNIQUE CONSTRUCTIONS

Proprietor

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government bodies or courts. The land owner shall have no claims towards refund of such deposits nor shall have any objection.

(f). That the Developer indemnify the land owner and always keep them indemnified and harmless in respect of all claims, damages, compensations or expenses payable in consequence of any injury or accident sustained by any workmen artisan or invites or other persons in the property 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.

(g). During the construction of the said building the Developer may be required to create equitable or any legal mortgage of the land and the construction thereon but only in respect to the Developer's share i.e. 60%, either in full or in part for obtaining loan either for itself for expediting the construction or for the individual purchasers of flats, offices etc. In such an event, the land owner if required shall join the developer in creation of such mortgages on terms to be mutually agreed. However the developer affirms and undertake that all money obtained as loan by pledging, hypothecating or mortgaging the said property or creating charges on the said property (land and building under construction) shall be exclusively invested for construction and development of said building only and such moneys shall not be diverted or invested in any other project work or any other purpose of the Developer.

21. That in case at any time in future construction of any additional / subtraction built up area on the said premises is agreed upon between the land owner and the developer on the terms and conditions to be agreed upon and from this additional /subtractions built up area to the extent as may be determined mutually at that time and the balance will be owned by the developer. However the share will 40% of the built up area.

22. That the developer will acquire absolute right, title, interest and claim over the 60% of the total built up area with proportionate and rest of the 40% of the total built up area shall be under the ownership of the Owner's exclusively possession and the lands and construction of the common use over the entire premises will be uti-lized by all the Owner's occupiers and purchasers of all the flats and tenements subject to payment of common charges like maintenance charges etc. whatever be fixed by the association of the owners, occu-piers and purchases.

23. Developer is free to take any advance on booking of his share of 60% of the total built up area (Described in schedule) or get loan secured on account of his allottees in respect to his share and for this the land owner will have no Objection.

24. That the land owner will have always full right to use the drive way.

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Proprietor

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32. That it is further agreed and undertaken by the developer that the land owner shall have full rights, title, ownership interest over the land owner's portion allotted to the owner in their share in the residential flats and the owner will be fully entitled to enjoy the same or to transfer, convey, grant, otherwise alienate or transfer their interest in any manner as deemed fit by owners to any person Association of Person, Firms, Company, Body Corporate, Co-operative Societies, Government Agencies etc. on such terms and conditions as may be decided by the Owner.

33. That the land owner and /or their nominees, allottees, successor, transferees will have the same rights, title and interest to use and enjoy all the common pool area, staircases, respective parking spaces, common passages, lobbies, lift, Transformer, Generator, etc. of the residential flats as the developer and /or their nominees and allottees and will bear maintenance charges if any and will obey all terms and condition of this agreement.

34. That in the event of any dispute or differences arising under the present agreement or the meaning or scope thereof and other dispute or differences whatsoever arising pursuant to the present agreement shall be referred under the Arbitrator and Conciliation Act, 1996, with a common friend to whom the parties jointly consented appoint as Arbitrator under the present agreement.

It is hereby mutually agreed between the owner and the developer that the name of the complex shall be "ADITYA SN VATIKA".

35. That the all Land owners hereby declare and do hereby appoint Sri KUL BHUSHAN SINGH S/o Late Shiv Pujan Singh, hereinafter called the Executive / Attorney as our true and lawful attorney for us and on our behalf to do and execute and perform or cause to be done executed and performed all or any at the acts :-

(a). To corresponds and deal with and make representation to Departments and offices when so ever required or to any other Authority in Connection with the construction of the building.

(b). To negotiate on terms for sale and to agreement to sale and entered into and conclude any agreement for sale and /or allot any flat as mentioned schedule or enter into any agreement or receive any advance against the allotment of such flats of get loan secured for his allottees from any financial institution.

(c). To execute the sale deed or any other deeds as required with regard to the scheduled property of this deed and shall have right to present the sale deed or deeds for registration before the Registrar concerned and to admit the same before the Registering Authority for

ADITYA UNIQUE CONSTRUCTIONS

Proprietor

*[Signature]*

*[Signature]*

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execution and get them duly registered and shall have right to discharge registration receipt (chirkut) after executing and registering the document to the purchaser on our behalf and shall have also right to cancel or repudiate or rectify the same in respect of such Flat in the building constructed on the land fully mentioned in the schedule at the feet of this deed of Development Agreement com Power of Attorney which fall in the share of the Developers to the extent of 60%(Sixty) only.

(d). To apply for and obtain sanction of building plans, occupancy certificates in respect of the building to be constructed and completed on the aforesaid immovable property.

(e). To file affidavit, agreement to sale, application, suits, revisions, review and to sign on then and take all miscellaneous concerned proceedings in the court on the matter pertaining to the mentioned scheduled property on our behalf And to engage advocate on the matter relating to the mentioned property.

(f). That no notice or notification for acquisition or requisition under the statutes for the time being in force has been received served or issued affecting the said properties of any part thereof and land owner are entitled to develop and /or cause to be developed the said entire properties.

(g). That no notice of order passed by the Nagar Parisad, Hajipur. Or any other Body or authority for set back or either acquisition of the said properties or any thereof has been served on the land owners.

(h). That there are no statutory claims, demands, attachments prohibition, either or Municipal authorities or any Govt. or other local Bodies or Authorities concerning or affecting the properties or any part thereof.

(j). That there are no attachments either before of after judgment and there are no claims, demands, suits, decrease, injunctions orders made or issued by or at the instance of any part thereof.

(k). That apart from the land owners none else is entitled to have any share, right, title or interest in the said properties or any thereof, either as partner of any partnership of co-partner in any joint family or other wise and that the owner are not the benamidars or trustees for any area in respect of the said properties of the joint family.

(l). That the land owners hereby undertake not to sell, dispose, alliance the said lands or any part thereof save and except putting the developer in possession thereof for the purpose or development pursuant to this

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Proprietor  
25/7/18

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agreement with the ultimate object of granting, conveying and transferring the properties to be developed as aforesaid by the developer and further undertake not to do any act, deed matter or thing as shall be in contravention of the declaration made by them in the preceding clauses.

(m). In any event the land owner without prejudice to foregoing declaration agree and undertake to remove all obstacles and clear all outstanding, debts or defects if any prior to this agreement.

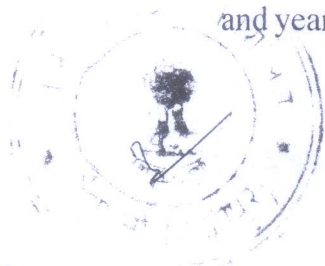
(n). It is agreed that in all transferees/conveyances of land /or built up areas the transferee/purchaser shall bear the cost of stamps duty, court fees and other registration charges including other legal expenses in course of development.

(p). That except in accordance with the terms and conditions of this deed the land owner shall not take steps to dispose the developer or his men provided the construction work is carried on and completed in terms of this development agreement and the owners will be bound to execute and register the sale deed or the absolute transfer deed of release as stated herein and in case of failure to do so, the developer will have all rights to maintain possession over the land / built up area and will also have right to get the sale deed executed and registered through the process of the court at the cost of the land owner and the owners will have no objection or plead to refuse or object to the execution and registration of the sale deed.

(q). The land owner shall allow the Developer to put up their sign board at the premises, and also the Developer's shall have the right to advertise, book and sell their share of building at price to be determined by them and the land owner on their part undertake to give all legal assistance required by them in law immediately after signing of this agreement.

We all Land lords do hereby agree and agree to ratify and confirm that each and every acts and deeds done by our aforesaid attorney within the scope of the authority concerned in our names and on our behalf under this deed of development agreement will be treated as like done by us and shall be binding upon us by the virtue of this **DEED of DEVELOPMENT AGREEMENT.**

In witness whereof the parties hereto set their hands on the day, month and year mentioned above Witness :-



ADITYA UNIQUE CONSTRUCTIONS

Proprietor  
Handwritten signature and date 25.7.18

Handwritten signature and date 25.7.18

Handwritten notes in Odia: 'ସିଏଟ୍ ଡିଭିଜନ୍ ଦାଏ' and '୨୧୦ ଟି ବିଭାଗ ଦାଏ' with date '25-7-18'.

Signature of the Developer

Signature of the Land owner

Witness :-

1. 2 वि शंकर वारा
2. रमेश बिधावार्ड पिता श्री शशि भूषण सिंह

**ANNEXURE (A) :- Description of the Land**

1. Area : - 11 Katha ( 48 Decmal )
2. Mauza : - Sahzadpur, Andarkila,
3. Rev. Thana No. : - 177
4. Khata No. : - 111 & 408
5. Khesra No. : - 1020 & 1021
6. Survey ward No. : - 08
7. Nagar Parisad ward No. : - 10
8. Jamabandi No. : - 407 & 111
9. Thana : - Town Thana, Hajipur.
10. District : - Vaishali.

2 वि शंकर वारा  
911 2 वि शंकर वारा  
25-7-18

**PRESENT BOUNDED BY**

North :- Kumri, Gauri Shankar Singh &amp; others

South :- Mahaveer Singh, Shivji Singh &amp; Others

East :- Kameshwar Choudhary, Akhilesh Singh &amp; others

West :- Nagarpalika Road 30 feet &amp; Kumari, Ram Prasad Singh &amp; Others

Value of the Property :- 2,87,04,000.00

( Two Crore Eighty Seven Lac Four Thousand ) Only.

25.7.18  
विमल देवी

ADITYA UNIQUE CONSTRUCTIONS

Proprietor

**ANNEXURE (B) :- STANDARD SPECIFICATION**

- a). Type of Structure : Earth Quake Resistant RCC Frame structures as per design.
- b). Brick Work : 5" Walls in Cement Mortar as Construction requirement.
- c). Internal Wall Finish : All internal Wall will be plastered with Cement
- d). External Wall finish : All external walls shall be painted with Snow-cem.
- e). Flooring : Ceramic Tiles flooring.
- f). Parking Area Flooring : Parking floor tiles flooring.
- g). Stair Landing : Marble flooring.
- h). Kitchen : Ceramic Tiles Flooring, Green Marble Platform Top, Color Tiles up to 2'-0" high, Stainless Steel Sink with C.P. fittings
- i). Toilet : Ceramic Tiles Flooring , cold water supply pipes, Color Tiles up to 7'-0" high, Concealed water supply with GI & plastic pipes and Standard C.P. fittings.
- j). Door : Wooden door frames with flush / panel wooden door shutters.
- k). Window : Partially Alluminium windows with glass fitting.

ADITYA UNIQUE CONSTRUCTIONS

*[Signature]*  
Proprietor  
25/07/2018

21st August 2018

910 21/08/2018

25-7-18



21/08/2018

25-7-18

### 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. 573080/-  
Addl. Stamp duty paid under Municipal Act Rs. 0/-

Amt. Paid By N.J Stamp Paper Rs. 0/-  
Amt. paid through Bank Challan Rs. 594080/-

#### Registration Fee

| FEE PAID | A1                                                             | 20000 | 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   | 0 | J1  | 0 | K2  | 0 | Na   | 0     |
|          | B                                                              | 0     | H1a | 0 | J2  | 0 | Li  | 0 |      |       |
|          | TOTAL-                                                         |       |     |   |     |   |     |   |      | 20000 |
|          | Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - |       |     |   |     |   |     |   |      | 21000 |

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

Date: 25/07/2018

Registering Officer  
Hajipur

### Endorsement under section 52

Presented for registration at Registration Office, Hajipur on Wednesday, 25th July 2018 by Urmila Devi Late Sachchidanand Sahani by profession House Wife. Status - Executant

उर्मिला देवी-  
रा. वि. शंकर दास-

Signature/L.T.I. of Presentant

Date: 25/07/2018

Registering Officer  
Hajipur

### Endorsement under section 58

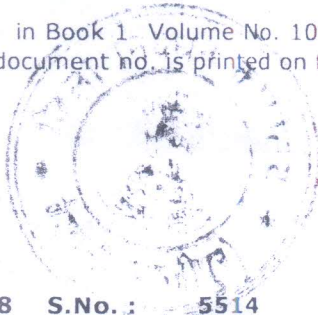
Execution is admitted by those Executants and Identified by the person ( Identified by 'Ravishankar Das' age '40' Sex 'M', 'Udayshankar Pandey', resident of 'Andarkila, Ps- Hajipur Town, Vaishali'. ), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 25/07/2018

Registering Officer  
Hajipur

### Endorsement of Certificate of Registration under section 60

Registered at Registration Office Hajipur in Book 1 Volume No. 103 on pages on 501 -521, for the year 2018 and stored in CD volume No. CD-16 year 2018 .The document no. is printed on the Front Page of the document.



Date : 25/07/2018

Registering Officer  
Hajipur

Document No. : 5626

Year : 2018

S.No. : 5514

SCORE Ver.4.1

Deed No. : d No. : 5295

SCANNED  
Naveon  
(Navin Kishore)  
Computer Operator