Serial No. 3257 Circle:-:Hajipur Book No. :- 1 Deed No. 3278

T-3369

Serial No. 3257 Deed No. 3278

903330

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

This document was presented for registration on **15/05/2019** by **Rajeev Kumar Alias Rajeev Patel**
A stamp duty of Rs. **215280**/- and other fees of Rs. **20500**/- 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. **3278** in Book No. **1**, Volume No. **60** on pages from **134** to **153** and has been preserved in total **20** pages in C.D. No. **9** / Year **2019**

Signature with Date
(**Nilesh Kumar**)
Registering Officer, **Hajipur**

Date: 15/05/2019 Token No: 3369 /2019

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** is made on Wednesday this 15th. day of May 2019 (Two Thousand Nineteen) at Hajipur.

BETWEEN

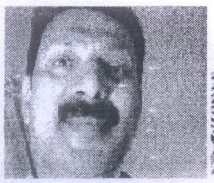
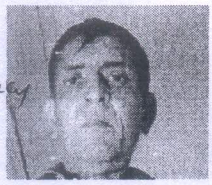
Land Owner - : SRI RAJEEV KUMAR alias RAJEEV PATEL, Age 60 Yrs. S/o Late Dr. Bhuvaneshwar Patel, Permanent Resident of mohalle Sah Idrish Pandriba, Near

ADITYA UNIQUE CONSTRUCTIONS
Proprietor
15/5/2019

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District Registry Office,Hajipur

Token Number 3369 | Reg. Year 2019 | Serial Number 3257 | Deed Number 3278

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Kul Bhushan Singh (Proprietor)						
Sig.	15/05/2019						
Claimant	M/S. Aditya Unique Constructions	✕ Photo	✕ Thumb	✕ index	✕ Middle	✕ Ring	✕ Little
Sig.	15/05/2019						
Presented By	Rajeev Kumar Alias Rajeev Patel						
Sig.	Rajeev Kumar alias Rajeev Patel 15/05/2019						
Executant	Rajeev Kumar Alias Rajeev Patel	✕ Photo	✕ Thumb	✕ Index	✕ Middle	✕ Ring	✕ Little
Sig.							
Identified By	Anita Sinha						
Sig.	अनिता सिन्हा 15/05/19						

SCORE Ver.4.0 Powered by ILaFS Technologies Ltd. Biometric Captured By 1800sop008

Rajeev Kumar alias Rajeev Patel 15/05/2019

Maszid Chowk, P.O. - Hajipur, P.S. - Town Thana, Hajipur, Distt. - Vaishali, Bihar, And present Resident at 103, Dosti Lily Building, Dosti Acres, Wadala East, Wadala, Mumbai, Maharashtra - 400031, Nationality - Indian, occupation - Retired professtional, by Religion Hindu, hereinafter called and / or referred to as the Land Owner. (which expression shall unless it be repugnant to the context or meaning there to mean and include their heirs, administrators, executors, legal representatives and / or successors in interest) of the **"FIRST PART".**

Pan No. – APQPP7958B, **Aadhar No. –** ~~751802403923~~, **Mob. No. –** 9619627366.

AND

Developer Cum Builder - : M/S. ADITYA UNIQUE CONSTRUCTIONS through its proprietor and authorized signatory **SRI KUL BHUSHAN SINGH,** Age 45 Yrs. S/o Late Shiv Pujan Singh resident of "Sanju Residency", SDO Road, Sahzadpur Andarkila, P.O. - Hajipur, P.S. - Town Thana Hajipur, Distt. - Vaishali, State - Bihar, Nationality - Indian, by Religion 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 , **Aadhar No. -** 593455416475, **Mob. No. -** 9835275588.

For Development Work On Land : -

That the first party (Land Owner) declared the relevant paper in original available to the second party (developer) as mention below : -

1. Original Gift Deed.
2. R.S. Khatiyan of the Land in question.
3. Copy of Mutation (Shudhipatra).
4. Current ~~Govt.~~ Rent Receipt.

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5. Vacant Land where construction work will develope.

Whereas the land on which bearing Khata No. 217, Khesra No. 896, Area 4 Katha 2 Dhur or 18 Decmal or 7790 Sqft., Thana No. 177, Survey ward No. 08, Nagar Parishad ward No. 09, Jamabandi No. 24, situated at Mouza Sahzadpur Andarkila presently known as Kushwaha Chowk, P.O. - Hajipur, P.S. - Town Thana, Hajipur, Distt. - Vaishali , the building is being constructed is owned by Rajeev Patel S/o Late Dr. Bhuvneshwar Patel. Origanally the land in question is the acquired land of Mr. Ved Prakash and revisional survey khatiyan of the land in question is recorded in the name of Ved Prakash, who died leaving behind his wife Pushpa Rani and minor children and after the death of said Ved Prakash his wife Pushpa Rani was the manager of his family, who managed the entire affairs of his family and the said Pushpa Rani executed a registered deed of gift on dated 06.04.1979 in favour of Mr. Rajeev Patel, S/o Late Dr Bhuvaneshwar Patel resident of mohalle Sah Idrish, Near Maszid Chowk, P.O. - Hajipur, P.S. - Town Thana, Hajipur, Distt. - Vaishali and since the date of the execution of the said gift deed dated 06.04.1979 the said Rajiv Patel has been coming in peaceful possession over the land in question with his full right, title and interest and Jamabandi is made in his name and he has been paying rent to the state of Bihar and getting rent receipt.

Whereas the Land owner was desirous of constructing a multistoried complex on the said property and acquire built up area in the shape of residential 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 for the development of the said land its own cost and as result of negotiation at length between the parties here to and on the representation and declaration made the land owner of their perfect and valid title the aforesaid land. That the land in question deserve value and the land owner is legally entitled over the same and not any litigation is pending in any competent court of law and the land in question free from all encumbrances And the land in question deserve better marketable right. After that the Land owner Rajiv

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Patel has been coming in possession over the same with his full right, title and interest and the said land owner executed a Development Agreement deed in favour of Aditya Unique Constructions through its proprietor and authorized signatory Sri Kul Bhushan Singh and since the date of execution of Development agreement the Aditya Unique Constructions has full right over the 56% of built up area of the construction plan, As approved by the authority concern, and on the basis of said Development Agreement Aditya Unique Constructions as developer cum Builder has entered into a Development Agreement for the development and construction of a multistoried building and entering into the Sale / Agreement to Sale etc. for selling the developers area i.e 56% of the building in terms of Development Agreement in the name and style of **"ADITYA BHUVANESHWARA ENCLAVE"**, on the land mentioned at schedule - 1 of this agreement.

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 56% constructed area and landowner is entitled to 44% 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 56% 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 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. - 217, Khesra No. - 896, Rev. Thana No. - 177, Survey ward No. - 08, Nagar Parishad Ward No. - 09, jamabandi No. - 24, situated at Sahjadpur Andarkila, Anchal / S.R.O. / Nagar parisad, Hajipur, Distt. - vaishali, bounded within a boundary wall under the Town thana Police Station, Hajipur, And on strength of such title the aforesaid landowner Sri Rajiv Patel 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

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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 witnessth 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 Dev. 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 is unmarried and he is the guardian of his family, who has great affection towards his brother and sister and he decided to made a gift deed to all brothers and sisters for said constructing flat and the land owner as consideration for the entire area of 4 Katha 2 Dhur or 18 Decmal or 7790 Sft. according to measurement of land to be conveyed or transferred to the developer where in residential building is to be constructed by the developer at their own cost agrees to accept 44% (Forty Four percent) of the total building area which the developer shall deliver and give possession to the land Owner, party of the first part and the same shall hereinafter be called the Land Owner's area.

5. (i). Land Owner's Area 44% (Forty Four Percent) clearly indentified that : -

(a). Dr. Anil Patel one flat on 1st. floor - Flat No. 101 (1188 Sft. SBA)

(b). Mr. Amar Patel one flats on 2nd. floor - Flat No. 201 (1188 Sft. SBA)
And one flats on 4th. Floor - Flat No. 402 (762 Sft. SBA)

(c). Mr. Manish Patel one flats on 2nd Floor - Flat No. 202 (1238 Sft. SBA)
And one flats on 4th. Floor - Flat No. 401 (750 Sft. SBA)

Rajiv Kumar Patel
Rajeev Ranjan Patel
18/5/2019

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(d). Mrs. Anita Sinha one flats on 1st. Floor - Flat No. 102 (1238 Sft. SBA)
. And one flats on 4th. Floor - Flat No. 404 (755 Sft. SBA)

(e). Mrs. Rita Mallik one flats on 4th. Floor - Flat No. 405 (740 Sft. SBA)

(f). Mr. Rajiv Patel one flats on 4th. Floor - Flat No. 403 (970 Sft. SBA) with semi furnished.

(g). Ground floor parking space - Total 44% Parking Area with undivided proportionate area in the land.

(ii). Similarly, the balance 56% (Fifty Six 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 : -

(a). Two flat on 1st. floor - Flat No. 103 (1275 Sft. SBA) & Flat No. 104 (1369 Sft. SBA)

(b). Two flats on 2nd floor - Flat No. 203 (1275 Sft. SBA) & Flat No. 204 (1369 Sft. SBA)

(c). Four flats on 3rd floor - Flat No. 301 (1188 Sft. SBA), Flat No. 302 (1238 Sft. SBA), Flat No. 303 (1275 Sft. SBA), & Flat No. 304 (1369 Sft. SBA).

(d). Three flats on 5th. Floor - Flat No. 501 (750 Sft. SBA), Flat No. 502 (762 Sft. SBA) & Flat No. 503 (740 Sft. SBA)

(e). Ground Floor Parking space - 56% parking Area with undivided proportionate area in the land.

(iii). Office on the ground floor shall be the sole and absolute property of the Builder's But constructed or to be constructed shops in east side out of the boundary on the ground floor shall be the sole and absolute property of the Builder's 2 shops and Land owner's 2 shops and no one shall claim in any way to such construction i.e. the office on the ground floor and shops in east side out of the boundary on the ground floor. 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.

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Rajiv Kumar Patel 12.Patel 18/5/2015

(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 & shops 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 44:56.

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. 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

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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. 44:56 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

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have the sole responsibility & duty to regularized the map 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 three years from the date of approval of sanctioned plan by authority concernd from Nagar Parisad, Hajipur and RERA from Patna with grace period of 6 months i.e. 3 years plus 6 months, It 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 labour 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 three years and the land Owner 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 expense made by the developer in

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respect of the aforesaid project proposed to be constructed on the said property along with interest and the owners will be liable to pay the same to the Developer.

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 rid 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 44% of the built up area to the land owner. Then only the developer will become Owner of 56% of land and built up area floor wise in consideration of the development by the Developer.

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(d). That the land owner shall be entitled for the built up area of their share of 44% 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 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. 56%, 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

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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 44% of the built up area.

22. That the developer will acquire absolute right, title, interest and claim over the 56% of the total built up area and rest of the 44% of the total built up area shall be under the ownership of the land owner's exclusively possession and the lands and construction of the common use over the entire premises will be utilized 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, occupiers and purchases.

23. Developer is free to take any advance on booking of his share of 56% of the total built up area 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 common drive way or common parking place.

25. That the land owner agree and undertakes that he shall execute the deed in favor of Developer and / or its nominee or nominees, terms to be seen by the land owner and mutually agreed before the execution, so that no hindrance or obstruction in carrying out and discharging its obligation under these presents and thereby giving the developer right and authority to have and enjoy peaceful possession of the said property and to do all such acts, and /or things that may be necessary for the development, planning, construction of the said building and sale of the developers area.

26. The Land owner will deliver to the developer and /or duly authorized advocate all photo copy of title deeds, documents and papers relating to the said property for complete examination of the owners title there to and the land owner agree to co-operate with the developer in such examination of the owners title and to answer and /or comply will all reasonable requisitions that may be made by the developer and /or its advocate in this regard.

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27. That in case there by any defect in the title of the land owners and there be any liability or any encumbrances then, in such event, the land owner shall be entitled to have such defects cured and/or liability cleared for.

28. That the land owner will be entitled to retain all necessary documents including original documents of owners title to the said property and in such an event the land owner undertake to keep the said title deeds, safe, harmless and unobliterated and the Developers will be entitled to inspect and to have the same produced for inspection and take extracts therefrom whenever required.

29. That the Developer shall finish the building as per plan & specification, attached if any amendment for the betterment of the building, then it will done on joint decision but if it fails then the developers decision shall be final.

30. That the land owner agree to execute documents and sign necessary papers, if any as a confirming party for obtaining loan by the developer from financial institutions for early completion of the building which will be charged only over the developer's portion of the saleable construction that is the developer portion and the owner shall be kept indemnified by the developer all the time against all encumbrances, however 44% of the land of the owner mentioned in schedule shall not be mortgaged or charged on any account by the builder.

31. That the land owner will bear and pay all outstanding charges and dues of whatsoever nature due and payable in respect of the scheduled properties including ground rent, property tax, water and electricity charges, municipal dues, tax and other outstanding charges up to the date of this agreement. Thereafter from the date of this agreement all rents, taxes etc. will be borne by the developer and the developer will indemnify the owner against the same. The land owner has agreed to put the developer in exclusive vacant possession of the scheduled land.

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

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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 BHUVANESHWARA ENCLAVE".**

35. That the Land owner Sri Rajiv Patel hereby declare and do hereby appoint Sri Kul Bhushan Singh S/o Late Shiv Pujan Singh, hereinafter called the Executee / 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.

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(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 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 56%(Fifty Six) 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.

R. Kumar 15/5/2015

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(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 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 disposes 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

ADITYA UNIQUE CONSTRUCTIONS

Proprietor

15/05/2019

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 singing of this agreement.

I RAJIV PATEL 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 : -

Kumar
Rajiv Patel
alias Raju Patel 15/8/15

ADITYA UNIQUE CONSTRUCTIONS
Proprietor
15/05/2019

Signature of the Developer **Signature of the Land owner**

Witness : -

1.

2.

ANNEXURE (A) : - Description of the Land

1. Area : - 4 Katha 2 Dhur Or 7790 Sft. Or 18 Decmal
2. Mauza : - Sahzadpur Andarkila
3. New Khata No. : - 217
4. New Khesra No. : - 896
5. Old Khata No. : - 52, 50 & 45
6. Old Khesra No. : - 530, 532 & 531
7. Thana No. : - 177
8. Thana : - Town Thana, Hajipur.
9. District : - Vaishali.

Kumar Rajiv Patel 15/8/2015

Rajiv Patel

ADITYA UNIQUE CONSTRUCTIONS
Proprietor
15/05/2019

PRESENT BOUNDED BY

North : - Jhamlu Pasi Hal Mahavirji wo Kabra **South** : - Nagarpalika Road

East : - Nagarpalika Road **West** : - Punit Singh Hal Janak Singh

Value of the Property : - 1,07,64,000.00 (One Cr. Seven Lakh Sixty Four Thousand) Only.

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 tiles flooring.

(g). Stair Landing : Marble flooring.

(h). Kitchen : Ceramic Tiles Flooring, Green Marble Platform Top, Colour Tiles up to 2'-0" high, Stainless Steel Sink with C.P. fittings

(i). Toilet : One Indian type and one western type toilet in 3 BHK flat, Ceramic Tiles Flooring , cold and hot water supply pipes, Colour Tiles up to 7'-0" high, Concealed water supply with GI & CPVC plastic pipes and Standard C.P. fittings.

(j). Wooden door : Wooden door frames with flush / panel door shutters.

(k). Steel window : Partially aluminium windows with glass fitting.

Ranjan R. Patel 15/5/2015

ADITYA UNIQUE CONSTRUCTIONS

Proprietor

15/5/2015

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.	215280/-	Amt.Paid By N.J Stamp Paper	Rs.	0/-
Addl.Stamp duty paid under Municipal Act	Rs.	0/-	Amt.paid through Bank Challan	Rs.	235780/-

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

LLR + Proc Fee		Service Charge
LLR	0	500
Proc.Fee	0	
Total	0	

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 20500

Registering Officer
Hajipur

Date: 15/05/2019

Endorsement under section 52

Presented for registration at Registration Office, Hajipur on Wednesday, 15th May 2019 by Rajeev Kumar Alias Rajeev Patel Late Dr. Bhuvaneshwar Patel by profession Agriculture. Status - Executant

Rajeev Kumar alias Rajeev Patel 15/05/2019

Signature/L.T.I. of Presentant **Date:15/05/2019**

Registering Officer
Hajipur

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Anita Sinha' age '53' Sex 'M', 'Raman Patel', resident of 'Pandriva Masjid Chauk, Ps- Hajipur, Vaishali'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Hajipur

Date : 15/05/2019

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Hajipur in Book 1 Volume No. 60 on pages on 134 -153, for the year 2019 and stored in CD volume No. CD-9 year 2019 .The document no. is printed on the Front Page of the document.

Registering Officer
Hajipur

Date : 15/05/2019

Token No. 3369 **Year : 2019** **S.No. : 3278** **SCORE Ver.4.1** **Deed No . :d No . : 3278**

SCANNED
Naveen
(NAVIN KISHORE)
Computer Operator