Serial No. 17027 Circle:-:Nawada **Book No. :- 1 Deed No. 16876**

INDIA NON JUDICIAL
Government of Bihar

e-Stamp

Certificate No.	:	IN-BR-2301408786
Certificate Issue Date	:	13-Dec-2023 02:07 PM
GRN No.	:	BHR20231200296004E
Unique Doc Reference	:	EST-BR-3600-2300025228
Party Name	:	RAJIV KUMAR SINHA
Purchased by	:	RAJIV KUMAR SINHA
Purpose	:	Agreement or Memorandum of an Agreement Article no (05)
Stamp Duty Paid (Rs.)	:	1213300 (Twelve Lakh Thirteen Thousand Three Hundred Only)
Reg. Fee (Rs.)	:	41000 (Forty One Thousand Only)
LLR & P Fee (Rs.)	:	0 (Zero Only)
Miscellaneous Fee (Rs.)	:	0 (Zero Only)
Discore SC (Rs.)	:	1000 (One Thousand Only)
Total Amount (Rs.)	:	1255300 (Twelve Lakh Fifty Five Thousand Three Hundred Only)

Serial No. 17027 Deed No. 16876

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

This document was presented for registration on **14/12/2023** by **Rajani Devi**
A Stamp Duty of Rs. **1217300**/- and other Fees of Rs. **42000**/- has been paid in it.
The document was found admissible. The Names, Photographs, Fingerprints and Signatures of the Executants and their Identifier, who have admitted execution before me, are affixed on the reverse page.
The document has been registered as Deed No. **16876** in Book No. **1**, Volume No. **288** on pages from **218** to **245** and has been preserved in total **28** pages in C.D. No. **45** / Year **2023**

Signature with Date
(Nilesh kumar)
Registering Officer, **Nawada**

Date: 14/12/2023 Token No: 17102 /2023

IN 2301413683

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at https://enibandhan.bihar.gov.in or using enibandhan Mobile App. 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.

रजनी देवी पति श्री राजीव कुमार सिन्हा 14/12/2023

District Registry Office,Nawada

Token Number 17102 | Reg. Year 2023 | Serial Number 17027 | Deed Number 1

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Ashok Kumar Sinha						
Sig.	Ashok kr. Sinha. 14/12/2023						
Claimant	Md. Dawood Khan						
Sig.	MD Dawood Khan 14-12-2023						
Claimant	Rajiv Kumar Sinha(Part.)						
Sig.	Rajeev Kumar Sinha 14/12/2023						
Presented By	Rajani Devi पत्नी मो0 नाजिम कलीम						
Sig.	नाजिम कलीम 14/12/23						
Executant	Rajani Devi		N/A	N/A	N/A	N/A	N/A
Sig.	रजनी देवी पत्नी मो0 नाजिम कलीम 14/12/23						
Executant	Rajeev Ranjan						
Sig.	Rajeev Ranjan 14/12/23						
Executant	Rajesh Ranjan						
Sig.	Rajesh Ranjan 14/12/2023						
Identified By	Md. Nazim Kalim						
Sig.	मो0 नाजिम कलीम 14/12/2023						

Development Agreement 60815002

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एकता और सदभाव

UNITY & HARMONY

एक हजार रुपये

रु.1000

Rs.1000

बिहार BIHAR

AT 153308

(Development Agreement)

This development agreement executed and entered into on this 14th day of December, 2023, at Nawada.

BETWEEN

1. **SMT. RAJANI DEVI,** aged about 83 years Wife of Ram Lakhan Prasad, resident of Rajgir, Mohalla Kali Badi, Ps- Rajgir, Distt- ~~Rajgir~~ NALANDA, presently residing at 266, Ward No. 30, Ganesh Gali (Lane), Khandak per Biharsharif Distt- Nalanda, State of Bihar- 803101, Hal Mokam Bari Chhariary, PS Tharthari, Dist Nalanda Bihar- 801307 having **PAN No. BAGPD7028G, AADHAR No. 9857 1315 4462,** ,occupation House wife, by faith Hindu, Indian Citizen,

2. **RAJEEV RANJAN,** aged about 54 years, son of Ram Lakhan Prasad, District Nalanda, presently residing at FlatNo.203,MaaShitla Complex, Jaipur Dhanuki More, Dhanuki, Patna-800007, having **PAN : AFFPR0820K, Aadhaar No.5622 5081 8702, Mob. No. 9431071176** occupation Professor, by faith Hindu, Indian Citizen,



रानी देवी पत्नी मो० नाजिम कलीम

14/12/2023

जिला कोषागार कार्यालय
SEP 2023
जिला पदाधिकारी, नवादा

बिहार BIHAR नं 340 ता 12/12/23

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महफूज आ...
स्टाम्प मेन्डर, नवादा
L.N. 59/80

3. **RAJESH RANJAN,** aged about 48 years, son of Ram Lakhan Prasad, presently residing at FlatNo.301,BansiVihar Apartment, Road No.3/A,New Patliputra Colony, P.S. Patliputra, Patna Town and District Patna-800013, having **PAN : AGKPR8357H,Aadhaar No.8864 4163 8339, Mob. No. 7763056364** occupation Engineer, by faith Hindu, Indian Citizen.

All the above named persons here in after jointly referred to as the LANDOWNERS (Which expression shall unless excluded by or repugnant to the context mean and include their Successors, Executors, Administrators and assign) of the **FIRST PART.**

AND

M/S RDA CONSTRUCTION SERVICES LLP, a Partnership concern, registered under the provisions of Limited Liability Partnership Act, 2008, having **Registration No. 10AAYFR5913M1ZP**,Registered office at Panchmukhi Nagar, Bhadouni, District Nawada - 805110,State of Bihar), bearing **PAN No. AAYFR5913M**, through one of its Partners **1. RAJIV KUMAR SINHA,** aged about 45 years, Son of Late

(3)

(2)

Excuted deed of development agreement Rajesh Ranjan 14/12/23

रजनी देवी वा. मौ० नाजिम कलीम 14/12/2023

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Suresh Kumar Verma, resident of Panchmukhi Nagar,Gaya Road, Near-Shobh Par, Post & Ps-Nawada, District Nawada- 805110 (Bihar), having **Aadhaar No. 3732 8142 4020, Mob. No. 9934879531, PAN NO. AIUPS2579J, 2. MD. DAWOOD KHAN,** aged about 35 years, Son of Mohammad Sabir Khan, resident of Islam Nagar, Post & Ps- Nawada, District Nawada-805110 (Bihar), having **Aadhaar No. 4752 9585 5742 ,Mob. No. 9934440367 PAN NO. BAIPK2243Q 3. ASHOK KUMAR SINHA**, aged about 59 years, Son of Late Braj Kishore Narayan Madhukar, resident of Near Dayal Public School, Madhuban Bada, Post & Ps-Nawada-805110, (Bihar), having **Aadhaar No. 6325 7554 8298,Mob. No. 9939230231 PAN No. CGQPS1816L and** ,herein after referred to as the **BUILDER/ PROMOTER** (Which expression shall unless excluded by or repugnant to the context mean and include its Successor-in-office, Executors, Administrators and assign) of the **SECOND PART.**

WHEREAS, the property hereby to be developed, fully described in First Schedule of this Development Agreement, measuring 1 acres 27 dismile quivalent to 34katha3 dhur or may say 55308Sq.ft.

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of land, little more or less, pertaining to part Survey Plot No. 487 (Old) & 783/2209 (New), Khata No. 196 (Old) and 374 (New), under Thana No.378, situated in mauza Bhadauni, Pargana Samaay, P.S. Nawada, District Nawada, within the limit of Nawada Municipal Corporation, Sub. and Sadar Registry office Nawada. The details of the aforesaid land is fully described in First Schedule of this Development Agreement.

WHEREAS, out ofaforesaid1 acres 27 dismil of land, 26.25 decimals land belongs toLandownerNo.1 andtheremaining100.75 decimal land belong to Land owner No.2 & 3.

WHEREAS,the landowner No.1acquired the aforesaid26.25decimals land under are registered deed of absolute sale dated 31/10/1981 being deed No. 22188/1981 fromSri Mohiuddin Akhtar KhanS/o – Late Abdul jalil khan, R/o – Badi dargah, Post & Ps – Nawada, Distt- Nawada- 805110, State of Bihar for avalid consideration. Subsequently, the landownerNo.1 took possession of

Ex cutted deed of development agreement
Rajiv Kumar Singh
14/12/23

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the aforesaid land and got her name mutated in government records vide Jamabadi No. 612, भागवर्तमान- 02पृष्ठसंख्या-612 andsince thenthe landowner No.1ispayingground rent to the State ofBihar through Circle office and accordingly rentreceiptis being issued in her name. The details of land ownedby Smt. Rajani Devi, landowner No.1 is clearly mentioned in **LOT-A**of the First Schedule of this Development Agreement.

WHEREAS, asstated above, the landowner No.02 and 03are the absolute owners of100.75 decimal land. Out of the said land, the Landowner Nos.2 &3acquired 29.5decimals land by virtue of a registered deed of Will dated 09/12/1992, being deed No. 85, entered in Book No. III, Volume No. 02, pages from 227 to 230,executed by Sri Ramu Sinha, S/o Late Babu teja sinh agrand father of landowner No.2&3.Afterthe death of Ramu Sinha, the landowner Nos. 2 & 3 took possession of the aforesaid land and got their names mutated in government records vide Jamabadi No. 598, भागवर्तमान-

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स्टाम्प भेन्डर नवादा
L.N. 59/88

02पृष्ठ संख्या-598 and since then the landowner Nos. 2 & 3 are pay in ground rent to the State ofBihar through Circle office and accordingly rentreceiptis being issued in their joint names.The details o fland owned by landowner Nos.2 & 3is clearly mentioned in **LOT-B** of the First Schedule of this Development Agreement.

WHEREAS, besides the aforesaid land, the landowner Nos.02& 03jointly purchased 55.75 decimals land under a registered deed of absolutesaledated23/03/2002, being deed No. 3946, entered in Book No. I, Volume No. 75, pages from 165 to 175,fromSri Jagdish Prasad Sinha and Brahmdeo Sinha, S/o – Late Ramu Sinha for avalid consideration. Subsequently, the landowner Nos. 2 & 3 took possession of the aforesaid land and got their names mutated in government records vide Jamabadi No. 134, भाग वर्तमान- 28, पृष्ठ संख्या-134 and since then the landowner Nos. 2 & 3 are pay in ground rent to the State of Bihar through Circle office and accordingly rentreceiptis being issued in their joint names.The details of land owned by landowner Nos.2 & 3is clearly mentioned in **LOT-C**of the First Schedule of this Development Agreement.

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WHEREAS, the remaining 15.5 decimals land jointly purchased by the landowner Nos.02& 03under a registered deed of absolute sale dated 21/03/1983, being deed No. 5640, entered in Book No. I, Volume No. 47, pages from 218 to 222,fromDr. Mohinuddin Akhtar Khan S/o – Late Abdul jalil khan, R/o – Badi dargah, Post & Ps – Nawada, Distt- Nawada- 805110, State of Bihar, for avalid consideration. Subsequently, the landowner Nos. 2 & 3 took possession of the aforesaid land and got their names mutated in government records vide Jamabadi No. 613, भागवर्तमान- 02, पृष्ठसंख्या-613 and since then the landowner Nos. 2 & 3 are pay in ground rent to the State of Bihar through Circle office and accordingly rentreceiptis being issued in their joint names.The details of land owned by landowner Nos.2 & 3is clearly mentioned in **LOT-D** of the First Schedule of this Development Agreement.

WHEREAS, the entire land as mentioned in FirstSchedule of this Development Agreement originally belonged to Mohinuddin Akhtar Khan S/o – Late Abdul jalil khan, R/o – Badi dargah, Post & Ps – Nawada, Distt- Nawada- 805110, State of Biharwho acquired2acres 98 dismil land under a registered deed of absolutesaledated27/08/1970, being deed No.17672,enteredin BookNo.1,VolumeNo. 140,pagesfrom381 to 388from Most.

Witness by Md. Wazidul Rahman S/o. MD SUBIR KHAN
R/o. Islam Nagar. P.S. Nawada, Dist. Nawada 14/12/23

PuniaDevi,wife of Late Buddhu RamTamoliand Mosst.- Bachnidevi w/o Dashrath ram, Jagdish ram S/o Dashrath ram, Vishun ram & Laxman ram Both S/o Budhu ram for valid consideration. Subsequently, he took possession o fthe aforesaid 2 acres 98 dismil of land.

WHEREAS,the said Dr.MohiuddinAkhtar Khan S/o – Late Abdul jalil khan, R/o – Badi dargah, Post & Ps – Nawada, Distt- Nawada- 805110, State of Biharwasin urgent need of money and for that he sold and transferred 26.25decimals land, out of the aforesaid 2 acres 98 dismil of land to landowner No.1 by aregistered deed of absolute sale dated 31/10/1981 being deed No. 22188/1981 and since then the landownerNo.1is possession of the aforesaid land, fully mentioned in **LOT-A**of the First Schedule of this Development Agreement.

WHEREAS, subsequently, the said Dr.MohiuddinAkhtar Khan S/o – Late Abdul jalil khan, R/o – Badi dargah, Post & Ps – Nawada, Distt- Nawada- 805110, State of Biharsoldandtransferred29.5decimals land to Sri Ramu Sinha, S/o – Babuteja Sinha grandfather oflandownerNos.2 & 3, by aregistered deed of absolute sale dated 05/03/1981 being deed No. 3941/1981,Book No.1, VolumeNo. 42, pages from 273 to 278.Subsequently, the saidRamu Sinha S/o – Babuteja Sinha executed a will in favour of landowner No.2 & 3 and got the same registered on 09/12/1992, being deed No. 85, entered in Book No. III, Volume No. 02, pages from 227 to 230. Afterthe death of Ramu Sinha, S/o – Babuteja Sinha the landowner Nos. 2 & 3 took possession of the aforesaid land and got their names mutated in government records vide Jamabadi No. 598, भागवर्तमान- 02पृष्ठसंख्या- 598 andsince thenthe landowner Nos. 2 & 3 are payingground rent to the State o fBihar through Circle office and accordingly rentreceiptis beingissued in their joint names भागवर्तमान- 52,पृष्ठसंख्या- 17Thedetails of land owned by landowner Nos.2 & 3is clearly mentioned in **LOT-B**of the First Schedule of this Development Agreement.

Witness by Shubham Sinha
S/O Ashok Kr. Sinha
R/o Par Nawada, Madhubani
Bada, Nawada, Bihar.

WHEREAS,the said Dr.MohiuddinAkhtar Khan S/o – Late Abdul jalil khan, R/o – Badi dargah, Post & Ps – Nawada, Distt- Nawada- 805110, State of Bihar sold and transferred 29.5 dismil land to Sr I Jagdish Prasad Sinha S/o Ramu sinha by aregistered deed ofabsolute sale dated 11/03/1981 being deed No. 4476/1981,Book No.1, Volume No. 49, pages from 270 to 275. The said Dr. Mohiuddin Akhtar Khan S/o – Late Abdul jalil khan, R/o – Badi dargah, Post & Ps – Nawada, Distt- Nawada- 805110, State of Bihar also sold and transferred 26.25 dismil land to Sri Brahmdeo Prasad Sinha, S/o Ramu sinha by a registered deed of absolute sale dated 27/02/1982 being deed No. 3514/1982,Book No.1, Volume No. 111, pages from 577 to 582.

WHEREAS,the said Sri Jagdish Prasad Sinha and Sri Brahmdeo Prasad Sinha S/o Ramu sinha jointly sold and transferred their respective land to landowner No.2 & 3by a registered deed of absolute sale dated 23/03/2002, being deed No. 3946, entered in Book No. I,Volume No. 75, pages from 165 to 175.Subsequently, the landowner Nos. 2 & 3 took possession of the aforesaid land and got their names mutated in government records vide Jamabadi No. 134, भागवर्तमान- 28,पृष्ठसंख्या-134 and since then the landowner Nos. 2 & 3 are paying ground rent to the State ofBihar through Circle office and accordingly rentreceiptis being issued in their joint names. The details of land owned by landowner Nos.2 & 3is clearly mentioned in **LOT-C** of the First Schedule of this Development Agreement.

WHEREAS, the said Dr. Mohiuddin Akhtar Khan S/o – Late Abdul jalil khan, R/o – Badi dargah, Post & Ps – Nawada, Distt- Nawada- 805110, State of Bihar sold and transferred 15.5 dismill and to landowner No.2 & 3by a registered deedof absolutesale dated21/03/1983, being deed No. 5640, entered in Book No. I, Volume No. 47, pages from 218 to 222.Subsequently, the landowner Nos. 2 & 3 took possession of the aforesaid land and got their names mutated in government records vide Jamabadi No. 613, भागवर्तमान- 02,पृष्ठसंख्या-613 and since then the landowner Nos. 2 & 3 are paying ground rent to the State of Bihar through Circle office and

रजनी दूती बा.
मौ० नाजिम कलीम
14/12/2023

Witnessed by- Mandar Pandey
S/o- Shravan Kr. Pandey
V.P.O- Dhamaul,
Anchal- Pakari barawa
Distt- Nawada.

accordingly rentreceiptis being issued in their joint names. The details of land ownedby landowner Nos.2 & 3is clearly mentioned in **LOT-D** of the First Schedule of this Development Agreement.

WHEREAS, all the above named Landowners got interested to construct a residential cum commercial multistoried building over their respective land and for that the Landowners expressed their desire to develop and construct a multistoried building complex over the Scheduled property, fully mentioned in First Schedule of this development agreement.

WHEREAS, when the above named partners of the builder firm came to know the desire of the Landowners, the Development through its partners approached the Land owner sand showed their willingness to develop the aforesaid land and construct a residential cum commercial multistoried building over the Scheduled land by adhering to all the applicable law, Rules, bye-laws including the mandates of the Real Estate (Regulation and Development) Act, 2016. The Landowners accepted the proposal of the developer and agreed to develop the scheduled land through the above named developer. During negotation, the Landowners represented and declared that :-

(A)

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

(ii)The Land owner shavenot created any encumbrances on the said property, or any part thereof by way of sale, mortgage, exchange, lease, trust, assessment, rights, gifts, liens, leave land license permission, rent, possession, charges inheritance or any other encumbrances whatsoever.

(iii) No notice or notification for acquisition/requisition under any of the statutes of the past or presently in force have been received,

served or passed by the Nawada Municipal Corporation, Competent Authority, the Income Tax Department or any other government authorities, for acquisition or Requisition of the said property or any part thereof.

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

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

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

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

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

(2)That the entire land as given in First Schedule of this agreement shall be handed over to the developer by the Landowners for construction of a multistoried building complex after registration of the project under the provisions laid down in the Real Estate (Regulation and Development) Act, 2016 and the entire cost to be incurred for construction of the same shall be borne and paid by the Developer. The developer will construct the proposed building as per the sanctioned building plan of the competent authority.

(3)It is also agreed between the parties that soon after execution and registration of this Development Agreement, the Landowners shall and over the vacant possession of the Scheduled land to the developer and authorize them to construct a multistoried residential cum commercial building over the Scheduled land.

(4)That it is agreed between the parties that soon after 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. It is agreed between the parties before submit in the building plan with the authority concern, the developer provide a copy of the same to the land owners. All the papers to be required for approval of the said building plan shall be provided by the Landowners to the developer which are in their possession.

(5)That it is agreed by the parties that thedeveloper 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 thebye-laws of Nawada Municipal Corporation building Rules and Regulation, FAR and density norms

Witnesses by:- Nitesh Kumar Singh
S/o Gupteshwar Prasad Sinha
Address :- P.S.- Akbarpur,
Dist.- Nawada. 14/12/2023

and shall not make any variation/ alteration, modification in plans otherwise in the manner prescribed in law.

(6)The Developer and the Landowners have jointly assessed that based on presently permissible F.A.R. as per building bye-laws it shall be possible to construct total built-up area as approved by the competent authority on the said property, whose built-up area shall be distributed over several floors of the said building and on that basis this agreement is being entered into by and between the parties. The above super built-up area does not include saleable parking space, if it is open, but the parking space will also be distributed on the same percentages i.e. Land owners will have right of 42% parking space as the Landowners' area.

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

(8)That the builder/developer will develop and construct the proposed building After passing the map from Municipal Corporation with all amenities therein or thereon and give peaceful vacant possession of the Landowners' area/ share to the Landowners within **04 (Four)** years from the date of registration of theprojectwith the Real Estate (Regulation and Development) Act, 2016 orfromthe date of handing over the vacant possession of the scheduled land, whichever is later. In case the builder fails to complete the construction work within the stipulated time as mentioned above, then the Landowners will provide **12 (Twelve)** month more time to the developer as grace period.

(9)As there may be any unavoidable delay due to unforeseen circumstances beyond the control of the Developer i.e. strike, natural calamities like floods, earthquake, war, and riots, pandemicor epidemic in or around the India affecting the construction work, the

period mentioned above shall be extended automatically till disturbances continued and normalcy is restored to start the construction work, it would be seen and judged mutually by the land ownerand the Developer.

(10)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. 08 of this development agreement.

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

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

(13)That the Landowners hereby declare and affirm thatthe property in question is free from all defects, right, title and interest, liens, charge. The Landowners have not leased out, exchange or executed any kind of deed in favour of any person or persons in respect of the said property.

(14)The name of the proposed multistoried building complex shall be **" SANKALP SAROVAR ENCLAVE"** or any other name as the parties mutually agreed upon.

(15) That the proposed multistoried will be residentialcum commercial complex. It is agreed between the parties that the developer agreed to hand over 50% (Fiftypercent) of the total built up are a to the landowner in commercial are

aandtheremaining50%(Fifty percent) of the total built-up area would be retain by the developer. Similarly, the developer agreed to handover 42% of the totalbuilt-uparea to the land owners in residential in proportion to their respective are a and the remaining58%of the total are a would beretained by the developer and both the parties would have absolute right, title and interest over their respective share salong 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.

(16)That after execution and registration of this Development Agreement and sanction of the building plan, the Landowners and the developer will take joint exercise to distribute and allocate the irrespective shares. The details of units to be allotted to the land owners in lieu of their shares will be clearly mentioned in the said Distribution Agreement. The share / portion of the Landowners and the developer shall be mutually carved out on pro-rata basis as mutually agreed upon by the parties, i.e., as per the mutual consent of the land owner and the developer.

(17)That the Landowners will retain 50% of the total built-up area in shape of complete Units in commercial area and 42%in residential area and car parking spaces along with proportion ate area in consideration of cost of land with an absolute, right, title and interest over the same and may transfer, convey, sell, grant lease of otherwise alienate their interest to any person or persons, association of person, firm, body corporate etc. on such terms and conditions as they may deem fit and proper.

(18)That it is agreed between the parties that both the landowner and the developer is liable to pay GST, if any, to the concerned department for its own shares.

(19)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 common service area in presence of both the parties or their authorized representative.

(20)After completion of the proposed multistoried building complex and before handing over the owners' share to the owners, in the manner as mentioned above, final measurement of the respective allotted areas will be taken by an architect. In case of any excess or less area being delivered to the First Part, the cost of such differential area shall be adjusted or paid to the First Part as per the prevailing market rate. The certificate of the architect with respect to the measurement shall be conclusive and binding upon both the parties.

(21)The Landowners shall, after the execution of this agreement allow every facility to the Developer, their staff, Engineers, Architects, workers etc. to enter upon the said property to enable the Developer to carry out various development works as stipulated in this agreement. The Landowners agree to hand over the scheduled land immediately after execution and registration of this development agreement.

(22)That the developer shall develop the said property them selves at its own costs and expenses and will be responsible for the development of the said land, but the Landowners will have the right to inspect the development and construction of the said multistoried building. The developer will use the standard materials as specified as mentioned in schedule-II.

(23)From the date of delivery of possession of the Land owners'area to the Landowners or their 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 the

proportion of their respective share in the said building even without any further act, deed, matter done by in this regard.

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

(25)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 Landowners' area whenever required by the Developer by adhering the provision laid down under the Real Estate (Regulation and Development) Act, 2016.

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

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

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

Developer shall be entitled to sell or enter into agreement for sale their respective shares directly to its prospective buyers or any financial institution.

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

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 Landowners' 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)That the Developer shall be entitled to mortgage its own share to any financial institution for taking project loan to complete the construction of the proposed multistoried building complex and the developer alone shall be liable and responsible torepay the said loan. The land owner shall not be liable and responsible for such loan.The individual purchasers of the flats, shops, offices and car parking spaces may obtain loan from any financial institution or any other authority concerned to purchase flat and car parking spaces by mortgaging the said unit to be purchased by the intending purchasers and the purchasers are solely responsible to repay the said loan.

(C)To indemnify and always keep the mindemnified 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.

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

(E) After the delivery the Landowners' area/ share to the Landowner sall 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 proportionately inproportion to their respective share in the total super built-up area.

(F)The Landowner sand the developer hereby agree that in case in future, at any time, due to relaxation in the building bye-laws if it is possible to construct any extra built-up area beyond the area already sanctioned by the Competent Authority, the same may be constructed by the developer and the additional are a will be distributed between the Landowners and the developer in same ratioasmentioned above.

(G)The Landowners 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 Landowners' title thereto and the Landowners agree to co-operate with the developer in such examination of the Landowners' title and to answer and/or comply with all reasonable requisitions that may be made by the developer and/or its representative in this regard to establish a marketable title to the said property.

(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 Landowners for inspection whenever required by the developer. However, after completion of

the building/ project, all the original documents shall be handed over to the developer.

(I)The developer and / or the Landowners with their joint effort 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 of the building and all the unit holders including the Landowners will be the members of such housing Society and shall be bound to contribute towards the cost offor mation 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.

(J)The common area shall be jointly owned by the Land owner sand 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. No inmates of any part of the said building will have any right to encroach or made any construction over the common area of the buillding.

(K) The Land owners agree 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 Land owner sagrees and undertake that in case ofany 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 Land owners and in this regard the Land owners 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) appointed by mutual consent of both the parties 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 Nawada.

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

(P)That if the adjacent Landowner center into an agreement for development with the second part then the second part amalgamate the entire land and shall prepare a revised building plan for the entire land and will construct oneor more multistoried building over the said land.

(Q)The landowners here by Certify that the Scheduled land is free from all kinds of encumbrances, acquisition and requisition, liens, charges and attachments and also free from Khas Mahal, Gairmazarua, Ceiling, Bhoodan, Red Card, Kaisarhind, Religious Trust Board, Waqf Board and other kinds of Government land. If the

said land is found effected, the landowners shall be liable and responsible for the same

THEFIRSTSCHEDULEHEREINABOVE MENTIONED.

All that piece and parcel of Vacant land measuring of 1 acres 27 dismil equivalent to 34 katha 3 dhur or may say 55308 Sq.ft. of land, little more or less, pertaining to part Survey Plot No. 487 (Old) & 783/2209 (New), Khata No. 196 (Old) and 374 (New), under Thana No. 378, situated in mauza Bhadauni, Pargana Samaay ,P.S. , Post &Anchal -Nawada District - Nawada State of Bihar within the limit of Nawada Municipal Corporation, Sub. and Sadar Registry office Nawada and the same is bounded and butted as follows :-

BOUNDRY

North— Land of Sri Ramchandra Sao, Sri Suresh Mistiry and Dara Chauhan

South — Nawada Gaya Road,

East—Paine now Road,

West —10 feet wide Road,

Land Value :- 6,08,15,000/-(Six crore eight lakh fifteen thousand only.)

THELOT-AOF THE FIRSTSCHEDULEHEREINABOVE MENTIONED.

LOT-A

DETAILS OFPROPERTY OWNED BY SMT. RAJANI DEVI. .

All that piece and parcel of Vacant land measuring of 26.25decimals of land, little more or less, pertaining to part Survey Plot No. 487 (Old) & 783/2209 (New), Khata No. 196 (Old) and 374 (New), under Thana No. 378, situated in mauza Bhadauni, Pargana Samaay, P.S. Nawada, District Nawada. within the limit of Nawada Municipal Corporation, Sub. and Sadar Registry office Nawada and the same is bounded and butted as follows :-

BOUNDRY

North— Nij PlotNo. 487,
South — Jagdish Prasad Sinha, now Landowner No.2 & 3,
East—Nij PlotNo. 487,
West —Ramu Sinha, now Landowner No.2 & 3, .

THELOT-B OF THE FIRSTSCHEDULEHEREINABOVE MENTIONED.

LOT-B

DETAILS OFPROPERTY JOINTLY OWNED BY SRI RAJEEV RANJAN & SRI RAJESHRANJAN (Registered Willdated 09/12/1992).

All that piece and parcel of Vacant land measuring of 29. 5decimals of land, little more or less, pertaining to part Survey Plot No. 487 (Old) & 783/2209 (New), Khata No. 196 (Old) and 374 (New), under Thana No. 378, situated in mauza Bhadauni, Pargana Samaay,P.S .Nawada, District Nawada. within the limit of Nawada Municipal Corporation, Sub. and Sadar Registry office Nawada and the same is bounded and butted as follows :-

BOUNDRY

North— Mohiuddin Akhtar Khan
South — Nawada Gaya Road,
East—Mohiuddin Akhtar Khan,
West —Mohiuddin Akhtar Khan

THELOT-C OF THE FIRSTSCHEDULEHEREINABOVE MENTIONED.

LOT-C

DETAILS OFPROPERTY JOINTLY OWNED BY SRI RAJEEV RANJAN & SRI RAJESHRANJAN (Registered deed of absolutesaledated 23/03/2002, being deed No. 3946

All that piece and parcel of Vacant land measuring of 55.75dismil of land, little more or less, pertaining to part Survey Plot No. 487 (Old) & 783/2209 (New), Khata No. 196 (Old) and 374

(New), under Thana No. 378, situated in mauza Bhadauni, Pargana Samaay,P.S. Nawad, District Nawada. within the limit of Nawada Municipal Corporation, Sub. and Sadar Registry office Nawada and the same is bounded and butted as follows :-

BOUNDRY

North— Part of Survey Plot No.487,
South — Road,
East—Part of Survey Plot No.487,
West —Part of Survey Plot No.487,

THELOT-D OF THE FIRSTSCHEDULEHEREINABOVE MENTIONED.

LOT-D

DETAILS OFPROPERTY JOINTLY OWNED BY SRI RAJEEV RANJAN & SRI RAJESHRANJAN (Registered deed of absolutesaledated 21/03/1983, being deed No. 5640

All that piece and parcel of Vacant land measuring of 15. 5decimals of land, little more or less, pertaining to part Survey Plot No. 487 (Old) & 783/2209 (New), Khata No. 196 (Old) and 374 (New), under Thana No. 378, situated in mauza Bhadauni, Pargana Samaay,P.S. Nawada, District Nawada. within the limit of Nawada Municipal Corporation, Sub. and Sadar Registry office Nawada and the same Is bounded and butted as follows :-

BOUNDRY

North— Nij
South — Khanda and Road,
East—Khanda and Aahar,
West —HabibSah and others,

IN WITNESS WHEREOF the Landowners and Developer have set their respective hands to this deed of Development Agreement with 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.

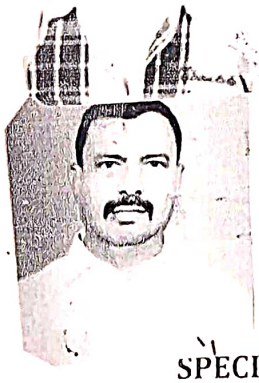
Signature of the Developer



Rajeev Kumar Singh
14/12/23



Mazhar Khan
14-12-2023



Ashok kr. Singh
14/12/2023

Signature of the Landowner



रजनी देवी पत्नी
मो० नाजिम कलीम
14/12/2023



Rajeev Ranjan
14/12/23



Rajeev Ranjan
14/12/2023

SPECIFICATION.

WITNESSES :- पहचानकर्ता ① मो० नाजिम कलीम पिता - मो० कलीम साकिन - इस्लाम नगर थाना व जिला - नवादा. 14/12/23

Witness ② MD WAZIBUL RAHMAN S/O - MD SABIR KHAN R/O - Islam Nagar P.S + Dist - Nawada 14/12/23

VALUATION OF LAND

Land Value :- 6,08,15,000/-(Six crore eight lakh fifteen thousand only.)

Prepared By
Mumtaz Alam
14/12/23

Endorsement of Certificate of Admissibility

dmissible 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. 1216300/-	Amt.Paid By N.J Stamp Paper	Rs. 4000/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 1255300/-

Registration Fee

A1	0	C	0	H1b	0	K1a	0	Lii	0		
A8	0	D	0	H2	0	K1b	0	Liii	0		
A9	0	DD	0	I	0	K1c	0	Mb	0		
A10	0	E	40000	J1	0	K2	0	Na	0		
B	0	H1a	0	J2	0	Li	0				
								TOTAL-	40000		

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

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 41000

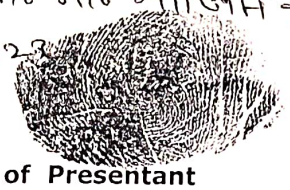
Date: 14/12/2023

Registering Officer
Nawada

Endorsement under section 52

Presented for registration at Registration Office, Nawada on Thursday, 14th December 2023 by Rajani Devi Ram Lakhan Prasad by profession Others. Status - Executant

रजनी देवी पति मो० नाजिम कलीम
14/12/2023



Signature/L.T.I. of Presentant

Date:14/12/2023

Registering Officer
Nawada

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Md. Nazim Kalim' age '39' Sex 'M', 'Md. Kalim Uddin', resident of 'Islam Nagar, Ps-Nawada, Distt-Nawada'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 14/12/2023

Registering Officer
Nawada

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Nawada in Book 1 Volume No. 288 on pages on 218 -245, for the year 2023 and stored in CD volume No. CD-45 year 2023 .The document no. is printed on the Front Page of the document.

Date : 14/12/2023

Registering Officer
Nawada