

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये
रु.1000ONE THOUSAND RUPEES
Rs.1000

बिहार BIHAR

Serial No. 34407

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

This document was presented for registration on 07/11/2012 by Brijendra Ballabh Pd. Nar. Singh A sum of Rs. 404100/- and other Fees of Rs. 1054/- 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. 28634 in Book No. 1, Volume No. 552 on pages from 254 to 281 and has been preserved in total 28 pages in C.D. No. 86 / Year 2012

Date: 07/11/2012

Token No: 35244 / 2012

Signature with Date
(Ashok Kumar Thakur)
Registering Officer, Patna

Challan No. 68 & 58 dated 07.11.2012

DEVELOPMENT AGREEMENT

This agreement made and entered into the 07th day of November 2012 between.

For Gahdiv Builders Engineer's Pvt. Ltd.

Arvind Kumar
Director

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1. Brijendra Ballabh Prasad Narayan Singh Son of Late Shri Kumar Rang Ramanuj Prasad Narayan Singh.
2. Rajendra Ballabh Singh.
3. Gajendra Ballabh Singh alias Gajendra kumar, both sons of Shri Brijendra Ballabh Prasad Narayan Singh all residents of Baraon Kothi. Mohallah Raja Bazar, Jawaharlal Nehru path (Bailey Road) Patna. Pin Code 800014. Police Station- Shastri Nagar, Town and District & Patna, Indian Citizen hereinafter called the OWNERS (which expression unless repugnant to the context shall mean and include their heirs, executors, administrator, legal representatives, assigns and successors interest) of the FIRST PART.

AND

M/s Gandiv Builder and Engineers Pvt. Limited, a company incorporated under the Indian Companies Act, 1956, bearing Registered Office at Plot No.- 825, Near Kotak Mahindra Bank, Exhibition Road, through its duly Authorized Managing Director Mrs. Uma Shree Singh wife of Mr. Ramesh Kumar Singh, resident of Plot No.- 33, Kanti Factory Road, Gandhi Nagar, Patna, Police Station- Agam Kuan, town and District- Patna hereinafter called and referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to include assigns successors in office and representatives and/or successors in interest) of the SECOND PART.

WHEREAS Smt. Manorma Devi alias Madhuri Devi daughter of Late Shri Bishwanath Prasad Narayan Singh and wife of Shri Brijendra Ballabh Prasad Narayan Singh the abovenamed owner No.- 1 and the mother of Shri Rajendra Ballabh Singh and Shri Gajendra Ballabh Singh, the above named owner No.- 2 and 3 had acquired by purchasing 5 kathas of land situated at Mauza Salempur Dumra at present Mohalla- Raja Bazar, P.S.- Shastri Nagar town and District- Patna, Survey Tauzi No.- 15201, survey thana No.- 10,

For Gandiv Builders Engineer's Pvt. Ltd.

Arind Kumar

Director

For Gandiv Builder & Engineers Pvt. Ltd.
Uma Shree Singh
Managing Director

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Khata NO.- 151, 248, 262 and Plot No.- 1054, 1055, 1056, Municipal Circle No. 252 Ward No. 34 and Holding NO. 5H (Old), 221/96 (new) through a registered sale deed NO. 1841, dated 6-4-1956 and after purchase she came and continued in exclusive possession and had got her name mutated in the records maintained by the state of Bihar through Circle Officer, Sadar Patna and till her life time she paid rent to the state and rent receipts were issued in her name.

AND WHEREAS said Smt. Manorama Devi @ Madhuri Devi got a residential house constructed over part of the said purchased land and started residing there in with her family members i.e. her husband, sons and family of her sons. Assessment of the house was also done by Patna Municipal Corporation and the said constructed house was numbered as Holding No.-5H subsequently the same has been renumbered as Holding No. 221/96 and the owner till her lifetime regularly paid the municipal taxes to Patna Municipal Corporation against proper receipts issued by the Patna Municipal Corporation in her name.

AND WHEREAS the said Smt. Manorma Devi had sold 10 Dhoores of land out of the total 5 Katha of her land there after she possessed 4 Katha and 10 Dhoores approx of land as owner.

AND WHEREAS said Smt. Manorma Devi alias Madhuri Devi died on 17-9-2000 leaving behind her husband and two sons as her only legal heirs and representatives who all are the executants of this indenture of agreement for development inherited the said property of the decrease. The said legal heirs became the absolute owners of the land with building measuring 4 Katha 10 Dhoores equivalent to 6124 Sq. feet approximate and they have also got their names mutated in the records of Patna Municipal Corporation by the order dated 29.11.2000 passed in Mutation case No. 130 of 2000-2001 and since then they are paying municipal tax jointly. Their names have also been mutated jointly in the record of Circle Office vide order dated 11-08-2012, in Mutation Case No. 474/3 of 2012-13, and against payment of rent by the rent receipt in being granted by them.

For Gandiv Builders Engineer's Pvt. Ltd.

Arind Kumar

Director

For Gandiv Builders & Engineer's Pvt. Ltd.

Uma Sane Singh
Managing Director

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AND WHEREAS the executants of this Deed are the absolute owners and in possession of the said property which is fully described in Schedule 1 of this deed and entitled to deal with the same according to their will and desire.

AND WHEREAS the owners are interested in getting the premises land with building to be developed after demolishing the existing building by constructing a multistoried residential cum commercial building through a reputed builder Developer and to acquire built up area in the same in shape of shops, offices, Residential Flats, Car parking spaces etc. as consideration for the proportionate value of the said land when conveyed by the owners to the Developer.

AND WHEREAS the aforesaid Developer offered to construct at their own cost a multistoried residential/ commercial building complex on the said premises owned and possessed by the owners more fully described in Schedule-1 of this development agreement.

AND WHEREAS on negotiation for development of the premises finalized in between the owners and the Developers and accordingly the owners finally decided and agreed to handover the Schedule- 1 premises to the Developer for its development by constructing the multistoried residential/ commercial building at their own cost on the terms and conditions as agreed upon in between the parties and are incorporated herein this deed and the owners agreed to acquire flats, shops, offices, parking spaces of the said building to be constructed by the Developer in lieu of consideration of the value of the said premises in ratio of 54% of the owners and 46% of the Developer in the entire built-up area which will be constructed in the said land inquisition by any means The Developer shall have right to allot/sell the 46% of the built up area of the building to be constructed by them to their intending purchasers/ customers or lessees or tenants on such terms as to be determined by the Developers.

For Gandiv Builders & Engineers Pvt. Ltd.

Managing Director

Uma Gore Singh

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RB Singh

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For Gandiv Builders Engineer's Pvt. Ltd.

Arind Kumar

Director

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AND WHEREAS earlier another development agreement was executed by the and between the parties on 31-03-2010 bearing Serial No. 11588, Token No12365, but by oversight several errors had occurred therein and hence the parties mutually agreed to cancel Challan No. 386 & 385 dated 05.11.2012, and accordingly that was cancelled and made ineffective. After that this fresh development agreement by properly containing the terms and conditions is being executed by and between the parties which will have an overriding effect on the said development agreement.

AND WHEREAS in between these two development agreement the parties had also entered into a memorandum of understating reflecting therein all the facts and major terms and conditions finally agreed upon between. This development agreement is pursuant to the said Memorandum of Understanding.

AND WHEREAS THE OWNERS HAVE DECLARED & ASSURED AS FOLLOWS :-

1. That the said property is under their exclusive possession, with absolute right, title and interest free from all encumbrances to transfer and convey the whole or part of the said property having a marketable title thereof.
2. That no notice or notification for acquisition/ requisition have been received served or issued either by the P.R.D.A. or the Patna Municipal Corporation or the Income Tax Department.
3. That there are no attachments either before or after judgment and there are no claims, demands, suits, decree, injunction, affecting the said property or any part thereof.
4. That the owners not created any charge thereof by way of sale mortgage, exchange, lease agreement of otherwise.
5. That the owners have not entered in the past into any agreement for sale or for the development of the said property or part thereof nor have made any arrangements with any one whatsoever regarding the said property or part thereof.

For Gandiv Builders Engineer's Pvt. Ltd.

Arvind Kumar
Director

For Gandiv Builders & Engineers Pvt. Ltd.
Uma Suresh Singh
Managing Director

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6. That except the owners nobody is entitled to or has any right title or interest in the said property.

AND WHEREAS the owners are interested in getting a Multistoried Commercial cum Residential Building Complex developed and constructed on the said premises and acquired built up area in the same in shape of shops, offices, parking spaces, Residential flats, as consideration for the value of the proportionate property to be conveyed by the owners to Developer or to its nominees/ transferees.

AND WHEREAS the Developers have approached the owners to develop in the said premises/ property at a cost to be borne wholly by Developer at a negotiation for the same and as a result of such negotiation between the land owners and Developer and agreement of development of the said property stated above and fully described in Schedule - 1 (at the foot of this agreement) have been arrived at upon terms and conditions hereinafter appearing.

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

1. That it is agreed between the owners and the Developer that the Developer shall construct a Residential cum Commercial building on the aforesaid premises/property at their own cost and physical possession of the premises shall be given by the owners to the Developer within 3 (three) months after approval of the map by Patna Municipal Corporation (P.M.C.)

a) That the share of the land owners in the built-up area shall be 54% and share of the Developer in the built-up area shall be 46% and the common area shall be remain common between them or their respective purchasers/ transferees and assignees etc.

b) That it has also been agreed upon that after sanction of the map the parties shall enter into a memorandum of understating allocating different and separate portion of the built-up area as per their respective share. The said memorandum of understanding shall be deemed to have formed part of this development agreement.

For Gandiv Builders Engineer's Pvt. Ltd.

Arind Kumar
Director

For Gandiv Builders Engineer's Pvt. Ltd.
Umashree Singh
Managing Director

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2. That owners hereby grant to the Developer and Developer hereby accepts from the land owners the right to develop the said premise/property more particularly described in Schedule- 1 hereunder in the manner appearing on the terms, condition and stipulation mentioned in this agreement.

3. The Developer paid a sum of Rs. 5,00,000/- (Rupees Five Lakh) only through Cheque No.829021 dated 07.11.2012 of PNB, K.F. Road, Gandhi Nagar Patna, payable to Rajendra Ballabh Singh one of the land owner No.2 as agreed contractual amount non-refundable and non-adjustable in any manner, to the owners at the time of signing this agreement.

4. That the Developer shall appoint an Architect for drawing and preparing the plans designs, drawings and elevation of the intended building complex to be constructed on the said premises property including the specifications of the works to be done and the materials to be provided for the same intended building complex of good and standard quality. All expenses to be incurred and fee to be paid to the said architect shall be paid and borne by the Developer only. It is further agreed and settled that the Developer shall develop the said property ensuring the construction to the maximum permissible floor area ratio, hereinafter referred to as F.A.R. and accordingly the development plan shall be made and submitted to P.M.C. and get the map sanctioned/ approved, and if there by any deviation in construction from the sanctioned map, the fees for its regularization if payable shall be paid by the Developer to the Patna Municipal Corporation. (P.M.C.).

5. The Developer will submit the building plan prepared by their architect after obtaining consent/ approval of the owners in writing on the drawing to be submitted to P.M.C. The plan of the proposed construction shall be submitted to Patna Municipal Corporation in the name of the owners and the owners shall sign all related papers as required by the Developer for obtaining sanction of the said building plan on behalf of the owners from Patna Municipal Corporation and all costs and expenses related to above shall be paid and borne by the Developer only.

For Gandiv Builders Engineer's Pvt. Ltd.

Arind Kumar
Director

For Gandiv Builders & Engineers Pvt. Ltd.

Managing Director

Uma Singh

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6. The owners shall after the sanction of plan deliver physical possession (within three months) of the premises/property for the purpose of construction of the proposed building to be carried out by the Developer at their own cost and expenses. The existing construction over the property shall be demolished and the material shall be removed by the owners at their own cost within three months. The owners shall have every right to dispose of the material of the old construction and to collect price thereof.

7. It is further agreed that any alterations or revisions of the aforesaid plans within the parameters of P.R.D.A./P.M.C. building rules and regulations, which may be necessary, shall require approval and consent of the owners.

8. The Developer and the owners have jointly assessed that based on presently permissible 2.5 F.A.R. as per P.R.D.A./P.M.C. building by-laws, it shall be possible to construct total built up area of Approx 14230 Square feet on the said premises/ property (as per the positional boundaries of the property at present) which built up area shall be distributed over several floors, it is on that basis this agreement is being entered into by and between the Patna Municipal Corporation parties.

9. The parties to this agreement have agreed that time is the essence of the agreement.

10. That the total time for the construction shall be two and half years from the date of sanction/ approval of maps by P.M.C. approved architect or from the date of actual vacant possession of the land after demolition of existing building and removal of its material is handed over by the owners to the Developer whichever is later, with a further grace period of six months only, shall be allowed for the project development i.e. for completing the project. But if even after that period, the project still remains incomplete then the landowners shall have the right to take damage as penalty @ Rs. 25,000/- (Twenty five thousand) only per month. The damage/ panel clause is applicable for twelve months only subject to payment of the monthly damage regularly month to month, otherwise the agreement will be terminated. If during this 12 months period also the building remains

For Gandiv Builders & Engineers Pvt. Ltd.

Vinod Kumar Singh
Managing Director

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R.B. Singh
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Arvind Kumar

Director

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incomplete then also the agreement shall stand terminated and the land with entire structure will be taken over by the land owners and the owners will have right to get the rest of construction completed by themselves or through the other agencies, subject to adjustment of the investment by the Developer as assessed by a government approved valuer appointed by landowner.

11. That the Developer shall construct the building as per sanctioned plan and deviation if any must be as per the building Bye laws. The construction shall be made and its quality, use of materials, fittings and fixtures shall be maintained strictly as per the schedule of specification given hereunder in Schedule-II.

12. The Developer shall on completion of the intended building complex and Development work in all respect over the said premises/property deliver possession to the owners share 54% (fifty four percent) of the total saleable super built-up area with proportionate share in upper terrace and then the owners will execute the sale deed or deeds transferring their right, title and interest in respect of 46% (forty six percent) of the undivided share in the total land to the Developer or its nominee which shall be deemed to be an adequate consideration for the conveyance of right, title and interest in the proportionate portion of the said property of the owners, failing which the Developer will have right to get the sale deed executed and registered in favour of their purchaser relating to their share under the provision of Bihar Apartment Act.

13. That the Developer shall deliver possession of the built-up area first to the land owner of their share and only thereafter shall be entitled to deliver possession of developer's share to their buyer, nominee or assignee.

For Gandiv Builders Engineer's Pvt. Ltd.

Arind Kumar
Director

For Gandiv Builders & Engineers Pvt. Ltd.
Managing Director

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14. The Developer or its transferee/nominees or their co-operative bodies or societies shall have no right and interference over the owner's area and similarly the owners or their purchasers will have no right to interfere with any portion of the Developer or its purchaser's area. The owners will have right to construct further construction on the top roof in proportion to their share only after taking consent approval from the Developer provided liability of fees or fines, if any, due to any such further construction shall be born and paid by the owners and Developers proportionately.

15. It is hereby expressly, irrevocable and irretrievably agreed and declared by the owner's that the delivery of possession of the 54% (fifty four percent) saleable super built up area by the Developers to the owners in the said property shall be the full and final consideration for grant of conveyance and transfer of 46% (forty-six percent) share in the land to the Developer or in the name of person nominated by the Developers and /or the society/societies or incorporate body and that the owners shall have no other claim in respect of the said property or any part thereof.

16. That the Developer shall pay Rs. 15,000/- (Rupees fifteen thousand) only per month to the owners as rent for their accommodation in any other house from the date of vacation of the premises/ property by the owners and shifting to some other house enabling the demolition of the present construction on the land till the owners are given possessions of their 54% share in the building to be named as "MANORAMA RAJMANI BUILDING". The Developer shall make the payment regularly and positively to enable the owners to pay rent to their landlord.

That the Developers are hereby authorized by the owners as follows :-

For Gandiv Builders Engineer's Pvt. Ltd.

Arind Kumar
Director

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- a) To have the plans of the proposed building to be constructed on the said premises/ property prepared in accordance with rules and regulation of the concerned authorities and to submit the said plans to the concerned authorities for the sanction and to do and assign all writings and undertakings including legal statutory paper as may be necessary in connection with sanction exclusively on Developers risk. However the veracity of all documents regarding the title over the land of the owners shall be entirely the responsibility of the owners.
- b) To appoint Architect, surveyors, engineers, contractor, workers and other necessary person or persons.
- c) To make applications to the concerned authorities for obtaining electrical, water and other connections.
- d) To accept services of any writ, summons or other legal process or notice and to appear and represent the owners in any court of law or before any court, Tribunal appellate court, Magistrate, Judicial Tribunal and other Tribunals in connection with the development of the said property, and to commence or institute and defend suits, actions or other proceeding in any court or before any public officer or Tribunal relating to the Development of the said property or part thereof and to file all necessary vakalatnama, claims, plaint, written statements order, application, affidavits, petitions, and other documents, papers and writing and all costs and fee relating to the said litigation's shall be paid by the Developers with no claim against the land owners. However any litigation's made by the owners with regards to Development Agreement or its work as well as other than those arising out of development activities over the said property such as regarding title of the owners over the land etc. shall not be the responsibility of the Developer but that of the owners and costs and fees incurred shall be borne by the owners.

For Gandiv Builders Engineer's Pvt. Ltd.

Arind Kumar

Director

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Managing Director

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- e) To construct building/ buildings thereon as aforesaid and to enter into agreement for a sale or otherwise allotment of tenement in the said building/buildings to the purchasers thereof and to realize and receive the consideration from their intending purchasers subject to the conditions contained herein above and to transfer the said property or part or parts thereof from time to time to one or more persons cooperatives societies bodies corporate to be formed of the purchasers of tenements in the said building with regards to 46% (Forty six percent) of Developers share.
- f) To give on ownership or other basis out of the Developers share as indicated here in above the said property and the dwelling spaces, flats, shops, offices and other tenements in the buildings complex constructed on the said premise/property, but the Developer shall not deliver the possession or otherwise demise their share constructed area in the building complex to their purchaser unless the owners share is delivered complete in all respects to the owners free from all encumbrances.
- g) The Developer shall be entitled to allot and sell directly or through cooperative society the Developer share of 46% (forty six percent) to its respective buyers and shall be entitled to execute sale deeds in their favour in respect of Developers area Developer can execute such deeds only after possession of 54% of develop area is given to land owners.
- h) That the Developer will not do any acts or omission expressly or impliedly, directly or indirectly by which the owners 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 owners area to the owners.

For Gandiv Builders Engineer's Pvt. Ltd.

Arind Kumar
Director

For Gandiv Builders & Engineers Pvt. Ltd.

Managing Director

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i) That the Developers shall not create any charge or encumbrance over the owners share in the said property. The Developer will have right to create equitable mortgage with any financial institute for obtaining loan for their purchase in respect of the Developers share only. The Developer shall keep the owners harmless in respect of all claims, damages, compensation, expenses payable in consequence due to any injury or accident sustained by any workman, artesian or other persons under the employment of the Developer.

18 That the land owners hereby irrevocably undertake not to sell, dispose of or alienate with the possession of the said property or any part thereof save and except putting the Developer in possession thereof for the purpose of development, pursuant to this agreement, the ultimate object of granting, conveying and transferred the property developed as aforesaid to the person or person nominated by the Developer including a society or societies or in corporate body or limited company as there in above stated and further irrevocable undertakes not to do any act, deed, matter or things as shall be in contravention of the declaration made by him in the preceding clause.

19 The Developer shall develop the said property and will put the name of said building as "**MANORMA RAJMANI BUILDING**" and the entire building complex including the share of the Developer and as well as owners shall be named as "**MANORMA RAJMANI BUILDING**" and the entire cost of the same shall be borne and met by the Developer alone and the Developer shall alone will be responsible and liable to the person government. P.M.C. municipality and other concerned authorities for the loss and damage if any or for any claim arising from the development activities of the said premises/ property.

For Gandiv Builders Engineer's Pvt. Ltd.

Arind Kumar
Director

For Gandiv Builders & Engineer Pvt. Ltd.

Managing Director

Vina Sharma Singh

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20. It is expressly agreed by the between the parties there of :-

- a) That the owners shall take all steps to transfer 46% (forty six percent) of the undivided share in the total land in favour of the Developer and/or its nominees in the manners as aforesaid on the cost and expenses of the Developer and/or its nominees and on fulfillment off all conditions stipulated in this development agreement .
- b) If the land owners want to supervise the Developer's work the owners can appoint any suitable architect/Engineer for its supervision and the salary or the supervision charge would be paid by the owners. After supervision the Developer and owner solved the dispute understanding if any.
- c) That the Developer may mortgage their share of the constructed saleable/area of the building complex to be constructed on the said property under the present providing adequate safeguard/guarantee to the owners to the effect or otherwise to indemnify the right and interest of the owners in the owners share to the property and the complex, provided always that any loan and advance raised against the Development/construction of the said property shall be invested/applied exclusively and fully in the development of the project and construction of the complex there to the satisfaction of the owners.
- d) To mortgage the Developer's share with financial institution for enabling the purchaser of tenements to obtain loan, against their repayments and the owners agree to sign all the documents and statutory papers for the purpose of no objection, if required.
- e) The owners agree and undertake that they shall execute and given a general Power of Attorney in favour of Developer and/or its nominees if required so that no hindrance or obstructions is caused to the Developer in carrying out and discharging its obligation under this

For Gandiv Builders Engineer's Pvt. Ltd.

Amit Kumar
Director

For Gandiv Builders & Engineers Pvt. Ltd.
Managing Director
Vijay Kumar Singh
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agreement thereby given to the Developer right and authority to have and enjoy and peaceful possession of the said property and to do all such acts/or things that may be necessary for the development, planning and construction of the said building and sale of the Developer area after at least structural frame is complete, it is however expressly agreed however and understood between the parties that the aforesaid general power of attorney shall be governed by the provision of the development agreement incase of any conflict between provision of the aforesaid general power of attorney and this development agreement the provision of this Development Agreement shall prevail.

f) It is agreed that for all transfer/conveyance of land and/or built up area belonging to Developers share the purchaser(s)/ transferee (s) shall bear the cost of stamp duty, court fees and other registration charges, so far the Developers share is concerned.

g) In addition to right and interest of the owners over the owners area in the building to be constructed on the premises in terms of this agreement, the owners shall also have and enjoy proportionate right of the super built up area which include corridor, stair cases, passage, ways, lifts, water, generator room and all the common areas available for structural facilities.

h) The Developer shall construct the entire building with flooring of Deluxe Marble/veitify Tiles with sakhua wood choukhats for main door door panel, and window fitted with Gamhar wood panel with Glass Aluminium grill, Main door fitted with Godrej Lock, Bathroom shall be fitted with parryware pan and wash basin. Electric connection will be brone with Havells electric wires and Havells switches will be fitted. KONE, thayssun group, lift, soundless Generator (kirloskar/commins/CAT) and its connection will be fitted with over circuit junction, water connection shall be fitted with Tata's G.I. Pipe/supreme P.P.E./C.P.V.C. Boring will be in 4" diameter fitted with submersible pump. Developer will install its transformer for electric supply provided the B.S.E.B. Department agrees to it.

For Gandiv Builders Engineer's Pvt. Ltd.

Arind Kumar
Director

For Gandiv Builder & Engineers Pvt. Ltd.

Managing Director

Vinay Kumar Singh

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RB Singh
7/11/12

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i) The owners shall have right to examine the construction of the said intended building complex from time to time themselves or through their duly authorized agents architects etc. in case of any dissatisfaction with the quality of materials or any other defect the Developer if satisfied shall, through their own agency, rectify the defects within 15 days of receipt of information of complain from the owners or their duly authorized agent architects etc.

j) That after passing of Map for distribution of share of land owners and Developer, with the consent of both parties in that regard a separate document of memorandum of Understanding shall be signed by both the parties which will be deemed to have formed part of this agreement in case of revision of the map or in case additional construction in the said building by any means the distribution of additional built-up area shall also take place in the same proportion i.e. 54% to the land owner and 46% share to the developer and for the year supplementary memorandum of understanding may be signed by the parties

k) In case of necessity to pay or deposit any amount for additional construction either by way of fees or penalty or other charges the same shall be liable to be paid by the developer alone without any liabilities of the land to pay or share the same

l) A certified copy of passed map from Patna Municipal Corporation (P.M.C.) and a copy of map by architect to be given to the owners on Developer's cost.

m) If and when any doubts, difference or dispute arise between the Developers and the owners with regard to the development agreement constructions made there under or in respect of specification regarding materials and workmanship, completion of the project distribution of the

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Arind Kumar

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Uma Shree Singh
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allotted areas or any other matter in connection therewith, then such dispute, doubt or question shall be referred to arbitrator/ arbitrators to be appointed by both the parties under the provisions of Arbitration and Conciliation Act, as amended from time to time. In case of any disagreement on the appointment of a single arbitrator the consequences as provided under the law shall follow.

n) That the owners and Developer agree and undertake to co-operate with each other in the smooth execution of the work.

21 Details of documents given by Developer to owner :-

1. Copy of planning report
2. Copy of key plan

All the aforesaid Documents Photo Copy is attach with this agreement.

Note : All Works follows and Governed by Bihar Apartment Act 2006.

SCHEDULE-I

Survey plot No's.1054- 1055 and 1056.

Area 4 ½ Katha (approx)

Situated at Mohalla Raja Bazar

Village :- Mauza Salempur Dumra
Thana No. :- 10 (Shastri Nagar)
Tauzi No. :- 15201
Khata No's. :- 1511, 248 and 262
Holding No. :- 5H part (old), 221/96 new.
Ward No. :- 34
Circle No. :- 252.

Boundary

North :- Lal Babu Singh & Deo Babu Singh
South :- Bailey Road
East :- Raja Bazar Apartment
West :- Lal Muni Deyi (Radha Market)

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7/11/12

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Arind Kumar

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Arind Kumar

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Arind Kumar

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SCHEDULE-II

FOUNDATION

RCC PILING STRUCTURE AS PER DESIGN

STRUCTURE

EARTH QUAKE RESISTENCE RCC FRAME STRUCTURE

CIVIL WORK

BRICK WORK WITH CEMENT MORTAR.

ROOF

RCC & Top heat treatment

FLOORING

I) DELUXE MARBEL/VETRIFY TILES IN DRAWING /DINING/BEDROOMS AND KITCHEN.

II) ANTI- SKID CERAMIC IN TOILET AND BALCONY.

KITCHEN

I) GRANITE TOP WORKING PLATFORM WITH SATINLESS STEEL SINK.

II) CERAMIC GLAZETILES 2ABOVE WORKING PLATFORM.

III) EXHAUST FAN IN WINDOWS WITH MORDEN CHIMNI AS PER REQUIREMNET OF THE KITCHEN

TOILETS

I) PROVISION FOR HOT & COLD WATER SYSTEM.

II) ANTI-SKID CERAMIC FLOOR TILES.

III) CERAMIC TILES UP TO DOOR LEVEL ON WALL HEIGHT AND WITH STANDARD SANITARY FITTING.

ELECTRICAL

I) CONCEALED ELECTRIFICATION WITH FIRE RETARDENT CABLES & SWITCHES OF ISI MARKS (HAVELLS/ EQUIVALENT BRANDS)PROVISION FOR BANQUET LIGHT,POWER POINT.

II) TV POINT IN LIVING ROOM.

III) AS PER DESIGN.

WINDOWS

I) ALLUMINIUM SLIDING WINDOW WITH GRILL FITTING.

DOORS

I) 32 MM FLUSH DOOR/MAIN DOOROF QUALITY WOOD.

PLASTER

I) WATER PROOF EXTERIOR PLASTER

II) PERMANENT ALAGAE PAINT

III) INTERIOR PLASTER WITH P.O.P.

IV) IN FRONT OF ACP AND GLASS WORK OR ULTRA

For Gandiv Builders Engineer's Pvt. Ltd.

Arvind Kumar

Director

For Gandiv Builder & Engineers Pvt. Ltd.
Uma Shree Singh
Managing Director

- 21/11/12

Arvind Kumar
21/11/12

R.B. Singh
21/11/12

Arvind Kumar
20/11/12

(19)

FULL DETAILS OF VALUATION

1. Total Area of vacant land measuring an area 4 Kathas 10 Dhurs.
2. Total cost of Land value comes to Rs.1,97,00,000/- Only @ Rs.14,00,000/- Only per Decimal.
3. A Sum of Rs. 5,00,000/- Only Non-refundable amount.
4. Stamp Duty is according paid a sum of Rs. 3,94,000/- only @ 2% of the Total land valuation amount + Rs. 100/- Only and Non-refundable Stamp Duty is according paid a sum of Rs.10,000/- Only
4. Registration Fee and scanning Fee also paid

IN WITNESS OF THE PARTIES HERETO HAVE
EXECUTED AND DELIVERED THEIR PRESENT AT
PATNA ON THE DAY, MONTH AND YEAR FIRST
WRITTEN ABOVE

Dated :-

7th November 2012

FB 51. 07/11/12
(Brijendra Ballabh Pd. Narayan Singh)

Income Tax PAN: ANXPS0632E

RB Singh
7/11/12.
(Rajendra Ballabh Singh)

Income Tax PAN: ANSPS 4522L

For Gandiv Builders Engineer's Pvt. Ltd.

Arind Kumar
Director

For Gandiv Builders & Engineers Pvt. Ltd.
Uma Singh
Managing Director
7/11/12

(20)


07/11/2012

(Gajendra Ballabh Singh alias Gajendra Kumar)

Income Tax PAN: ANXPK8943Q

SIGNATURE OF LAND OWNERS

For Gandiv Builder & Engineers Pvt. Ltd.

Uma Shree Singh

Managing Director

(Mrs. Uma Shree Singh)

Income Tax PAN: AACG5088M

Managing Director.

For, M/S GANDIV BUILDER AND
ENGINEERS PRIVATE LIMITED, PATNA.

SIGNATURE OF BUILDER/ DEVELOPER.

WITNESS

मन्मथ कुमार
अवध बिहार लिमिटेड

5/56 बोकट रोड
बोकट रोड पटना

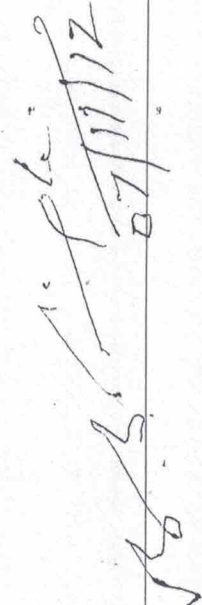
7-11-12

2) रविशंकर, श्री सचिन्दा नन्द सिंह
ब्रह्म आश्रम, चक्रास, पटना


7/11/12

For Gandiv Builders Engineer's Pvt. Ltd.

Arind Kumar
Director


07/11/12

पटना नगर निगम

कार्यालय : पटना क्षेत्रीय विकास प्राधिकार (विघटित)
योजना प्रतिवेदन (प्लानिंग रिपोर्ट)

प्रसंग :- आवेदन सं. : 10097

1. आवेदक का नाम : Gandiv Builders & Engineers Pvt Ltd तिथि : 7-4-10

2. प्रोपर्टी का विवरण :
जिला : Patna थाना सं. : 10
सर्वे (खेसरा) प्लॉट सं. : 1054, 1055, 1056 शीट सं. :
मुनिसिपल प्लॉट सं. : सड़क/ मुख्य : Bailey Road
मौजा/ वार्ड सं. : Salimpur Dumra सेक्टर सं. :
जोन का नाम : Southern West
प्रोपर्टी का लोकेशन : Bailey Road
प्लॉट का रकबा : 5.1 chetts

3. क्या प्लॉट किसी सरकारी अंडरटेकिंग/ पटना क्षेत्रीय विकास प्राधिकार (विघटित)/
हाउसिंग बोर्ड/ खास महल द्वारा आवंटित है : No
यदि हाँ, तो आवंटित करने वाले प्राधिकार का नाम : No
कॉलोनी का नाम : No

4. क्या प्लॉट किसी गृह निर्माण सहयोग समिति के भूखण्ड का अंश है : No
यदि हाँ, तो क्या गृह निर्माण सहयोग समिति के जमीन का ले-आउट प्लॉन स्वीकृत है : No
यदि हाँ, तो ले-आउट प्लॉन के सं. : No

5. की-प्लॉन (Key Plan) संलग्न है : Yes प्लॉट सं. : No

6. क्या आवेदक का प्लॉट -

(क) केन्द्र सरकार, राज्य सरकार, सरकारी अंडरटेकिंग या किसी अन्य एजेंसी
द्वारा अधिग्रहित जमीन का अंश है : No

(ख) पुरातत्व सर्वेक्षण विभाग के द्वारा घोषित प्रतिबंधित/ सुरक्षित क्षेत्र पड़ता है : No

(ग) पटना क्षेत्रीय विकास प्राधिकार (विघटित)/ केन्द्र सरकार/ राज्य सरकार/ सरकारी
अंडरटेकिंग के किसी योजना (स्कीम) से प्रभावित है : No

(घ) खास महल जमीन का अंश है : No

(ङ) किसी गृह निर्माण सहकारी समिति के जमीन, जिसका ले-आउट
स्वीकृत नहीं है, का अंश है : No

7. कॉडिका (6) में वर्णित किसी भी बिन्दुओं का उल्लंघन यदि हाँ है तो शक्य पदाधिकारी से
अनुमति पत्र प्राप्त कर बिल्डिंग प्लान आवेदन पत्र के साथ समर्पित करेंगे।

नोट:- (क) राजपत्र अधिसूचना वी एक छारा प्रति जिसमें प्लॉट को अधिग्रहण से मुक्त किया गया है। (6 'क' के संदर्भ में लागू)

(ख) पुरातत्व सर्वेक्षण विभाग, भारत सरकार/ राज्य सरकार से अनुमति पत्र। (6 'ख' के संदर्भ में लागू)

(ग) बिल्डिंग प्लान समर्पित नहीं किया जा सकता है। (6 'ग' के संदर्भ में लागू) If the plot faced to
main Road the plot is
Commercial otherwise Residential

(घ) जिलाधिकारी का अनुमति पत्र। (6 'घ' के संदर्भ में लागू)

(ङ) बिल्डिंग प्लान समर्पित नहीं किया जा सकता है। (6 'ङ' के संदर्भ में लागू)

8. पटना के महायोजना के अनुसार प्लॉट का प्रस्तावित भूमि उपयोग Commercial/ Residential

9. क्या प्लॉट प्रस्तावित महायोजना सड़क से प्रभावित है : Yes

यदि हाँ तो क्या प्लान में विवरण दर्शाया गया है : 36.58 m. M.P Road

10. क्या कोई सर्वे सड़क/ सर्वे डग/ पैरेन अबत प्लॉट से होकर गुजरता है या प्लॉट में स्थित है : No

यदि हाँ तो सड़क/ डग/ पैरेन की गूल कैंडस्ट्रल/ मुनिसिपल नक्शा के अनुसार चौड़ाई : 30.0 मीटर

11. प्रस्तावित जमीनसंख्या धनतत्व (पी.पी.ए.) : 300

12. प्लॉट का अनुमान्य तेल रकबा अनुपात (एफ.ए.आर.) : 0.50

For Gandiv Builders Engineer's Pvt. Ltd.

Arind Kumar

Director

U.S.S. 11/12
Gandiv Builders & Engineers Pvt. Ltd.

KEY PLAN FOR THANA NO 10
MAUZA SALIMPUR DUNDRA, C.S.
PLOT NO 1054, 1055, 1056. PATNA.

[illegible]

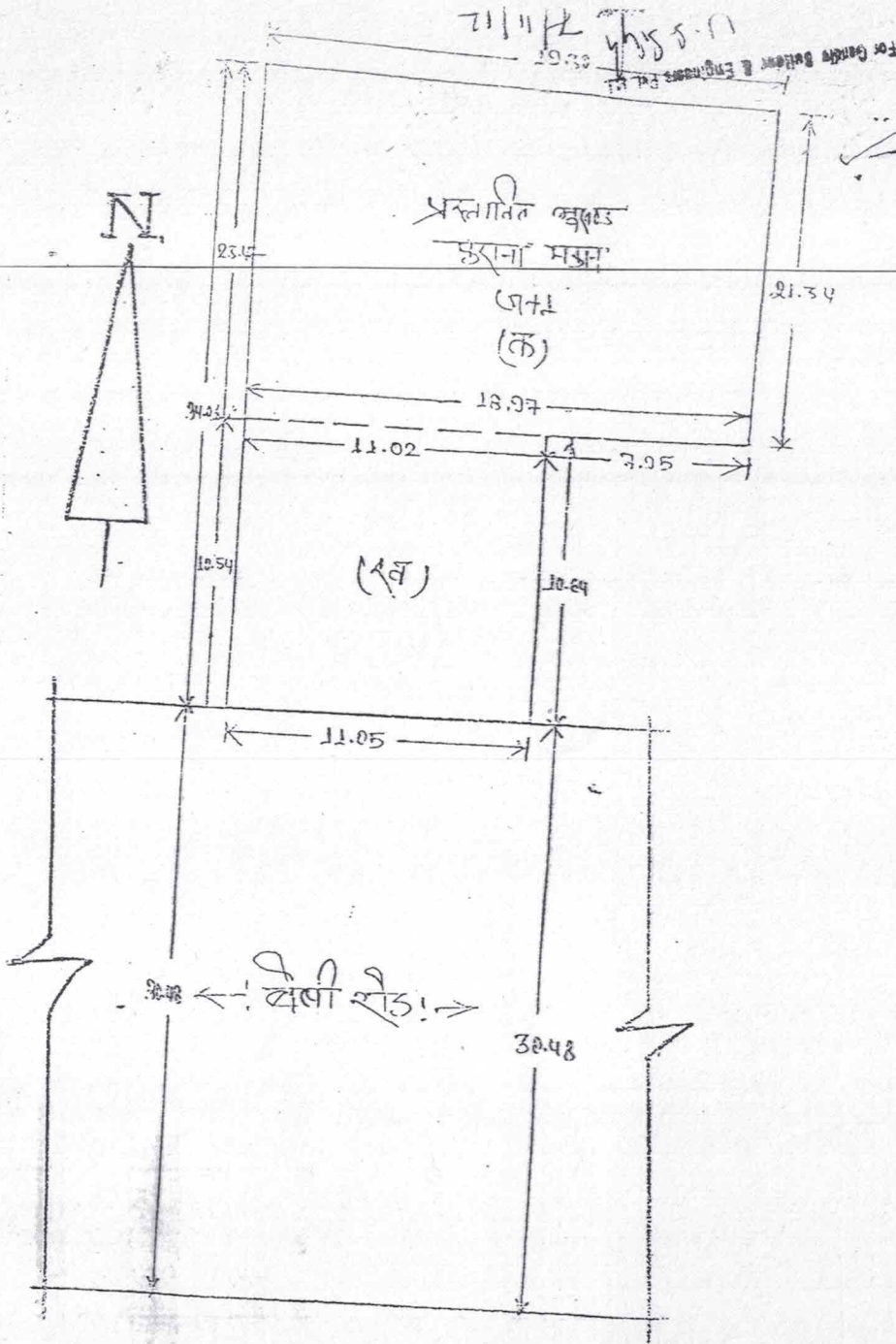
SIG OF D/NAW

BY DIRECTOR

For Gandiv Builders Engineer's Pvt. Ltd.

Amind Messay
Director

U.S. District Court
Northern District of California
San Francisco, California
July 11/12



70-102

सर्वे गाँव :- सवेमपुर मरा 11/11

आना नं० :- 10

सर्वे प्लॉट नं० :- 1054, 1055, 1056

1. क्षेत्र शक्ता :-

0-5-0 क्षेत्र = 632.551 वर्ग मीटर

2. दक्ष शक्ता निम्न प्रसर है :-

(क) $\frac{23.42 + 21.34}{2} \times \frac{19.30 + 18.97}{2} = 428.719$ वर्ग मी

(ख) $\frac{10.54 + 10.64}{2} \times \frac{11.02 + 11.05}{2} = 116.860$ वर्ग मी

कुल = 545.579 वर्ग मी

बुलाविर :-

शेष प्रस्तावित आवरण = 545.579 वर्ग मीटर

रखित :-

(I) चौड़ी रोड! →

(II) शेष प्रस्तावित आवरण! →

For Gandiv Builders Engineer's Pvt. Ltd.

Avinash Kumar
Director



For Gandiv Builder & Engineers Pvt. Ltd.

Uma Sune Singh

Managing Director

7/11/12

INDIAN DRIVING LICENCE

GOVERNMENT OF BIHAR

DL : BR-0120100099557

FORM-7



Name : MANOJ KUMAR
AVADH BIHARI SINGH

Address : C/O SRI UMASREE SINGH
TWARI, BUILDING EX ROAD,
P.S. GANDHI MAIDAN, P.O.
BANKIPUR, PATNA



Valid Till (Transport)

DOB : 12-02-1975 SG B+

Valid Till (Non-Transport)
11-02-2025

Signature of Holder
Authorisation to drive the following vehicle
class throughout India.
Type of Vehicles : LMV NT MCWG Only

Issued on : 26-09-2010

Handwritten signature

DL : BR-0120100099557

Original LA	: DTO, PATNA
Old DL No	:
Date Of Issue	: 26-09-2010
Class Of Vehicles	:
Vehicle Class	: Issue Date
LMV-NT	: 26-09-2010
MCWG	: 26-09-2010

For Gandiv Builders Engineer's Pvt. Ltd.

Amind Kumar

Director

Endorsement of Certificate of Admissibility

Admissible under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I-A, No. '05'. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act Rs. 404100/-
Addl. Stamp duty paid under Municipal Act Rs. 0/-

Amt. Paid By N.J Stamp Paper	Rs. 1000/-
Amt. paid through Bank Challan	Rs. 404154/-

FEE PAID	Registration Fee										LLR + Proc Fee		Service Charge	
	A1	0	C	0	H1b	0	K1a	0	Lii	0	LLR	0	750	
	A8	0	D	0	H2	0	K1b	0	Liii	0	Proc.Fee	0		
	A9	0	DD	0	I	0	K1c	0	Mb	0	Total	0		
	A10	0	E	250	J1	0	K2	0	Na	0				
	B	0	H1a	0	J2	0	Li	0		54				
	TOTAL-										304			
Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. -														
1054														

Date: 07/11/2012

Registering Officer
Patna

Endorsement under section 52

Presented for registration at Registration Office, Patna on Wednesday, 07th November 2012 by Brijendra Ballabh Pd. Nar. Singh S/O-Late Shri Kr. R.R. Pd. Nar. Singh by profession Others. Status - Executant

Signature/L.T.I. of Presentant

Date: 07/11/2012

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Manoj Kumar' age '37' Sex 'M', 'S/O-Avadh Bihari Singh', resident of 'C/O-Sri Umasree Singh Tiwari, Building Ex Road, Ps-Gandhi Maidan, Po-Bankipur, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 07/11/2012

Registering Officer
Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 552 on pages on 254 -281 , for the year 2012 and stored in CD volume No. CD-86 year 2012. The document no. is printed on the Front Page of the document.

Date : 07/11/2012

ken No. : 35244

Year : 2012 S.No. : 34407

SCORE Ver.3.0

Registering Officer
Patna

Deed No. : 28634

For Gandiv Builders Engineer's Pvt. Ltd.

Arind Kumar

Director