Serial No. 4270 Circle:- Phulwari Sharif Book No. :- 1 Deed No. 4882

INDIA NON JUDICIAL
Government of Bihar
e-Stamp

Certificate No.	:	IN-BR02426205032782R
Certificate Issued Date	:	06-Apr-2019 04:11 PM
Account Reference	:	SHCIL (FI)/ brshcil01/ PATNA/ BR-PAT/ PTC
Unique Doc. Reference	:	SUBIN-BRBRSHCIL0102745001001902R
Purchased by	:	CITY BUILDCON PROPRIETOR RAJIV RANJAN
Description of Document	:	Not Applicable
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	Not Applicable
Second Party	:	CITY BUILDCON PROPRIETOR RAJIV RANJAN
Stamp Duty Paid By	:	CITY BUILDCON PROPRIETOR RAJIV RANJAN
Stamp Duty Paid (Rs.)	:	1,04,150(One Lakh Four Thousand One Hundred And Fifty only)
Reg. fee (Rs.)	:	25,025 (Twenty Five Thousand And Twenty Five only)
LLR & P Fee (Rs.)	:	0 (Zero)
Miscellaneous Fee (Rs.)	:	0 (Zero)
Discore SC (Rs.)	:	500 (Five Hundred only)
Total Amount (Rs.)	:	1,29,675 (One Lakh Twenty Nine Thousand Six Hundred And Seventy Five only)

Deed No. 4882

Serial No. 4270

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

This document was presented for registration on **09/04/2019** by **Arokiswani Vailankanni Verma**
A Stamp Duty of Rs. **104150**/- and other Fees of ~~Rs. **25525**/-~~ 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. **4882** in Book No. **1**, Volume No. **112** on pages from **264** to **279** and has been preserved in total **16** pages in C.D. No. **16** / Year **2019**

For CITY BUILDCON
Proprietor

Signature with Date
(**Satya Narayan Choudhary**)
Registering Officer, **Patna**

Date: 11/05/2019 Token No: 4312 /2019

SCANNED BY

A.V. Verma 09/04/2019

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9/4/19

9/4/19
(अरुण कुमार महाराज)

DEVELOPMENT AGREEMENT

This Development Agreement is made on the 09th day of April, 2019 at Patna.

BETWEEN

(1) **SMT. AROKISWANI VAILANKANNI VERMA** Wife of Sri Bhuwan Ranjan Verma, Mob. No- 8170861266

(2) **SMT. SANDHYA RANJAN** Wife of Sri Rajiv Ranjan, both are residing at Malti Villa, Road No. -6, Ashok Nagar, P.S. – Kankarbagh, District Patna-800020, in the State of Bihar, both are Indian Citizen, hereinafter referred to as the "LANDOWNERS' of the "First Part". Mob. No.- 9430919573

AND

CITY BUILDCON, Registration No.- 01767/2019, Office at Malti Villa, Road No. -6, Ashok Nagar, P.S. – Kankarbagh, District Patna-800020, through its Proprietor **SRI RAJIV RANJAN**, son of Late Radha Krishna Prasad Verma, resident of Malti Villa, Road No. -6, Ashok Nagar, P.S. – Kankarbagh, District Patna-800020 (Bihar), Indian Citizen, herein referred to as the "Developer", "Builder", "Promoter" etc. which expression shall, to the context mean and include their legal heirs, successors in office and assigns or nominees the "Second Part".

Mob. No.- 9431459265

CITY BUILDCON
Rajiv Ranjan
9.4.2019.
Proprietor

Sandhya Rajan
9/4/2019

A. V. Verma
09/04/2019

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District Registry Office, Patna

Deed Number

Token Number 1312 Reg. Year 2019 Serial Number 4270

	Name	Photo	Thumb	Index	Middle	Ring	Little
Presentant							
Presented By	Arokiswani Vailankanni Verma						
Sig.	A.V.Verma 09/04/2019						
Executant	Arokiswani Vailankanni Verma						
Sig.	A.V.Verma 09/04/2019						
Executant	Sandhya Ranjan						
Sig.	Sandhya Ranjan 9/4/2019						
Identified By	Jitendra Nath Sinha Jitendra Nath Sinha						
Sig.	09.04.19.						



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A.V.Verma
09/04/2019

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AND WHEREAS schedule property of this deed is purchased property of the Landowners. The landowner Smt. Arokiswani Vailankanni Verma W/o Sri Bhuwan Ranjan Verma has been purchased an area 4 Katha 10 dhur of Tauzi No. 403, Survey Plot No. 15 fully described in schedule property of this deed on 10.01.2003 from Sri Arjun Prasad S/o Late Ram Pravesh Singh, R/o Village- Udaini, P.O.- Mittanchak, P.S.- Phulwari, District- Patna at present resident of Nala Road, P.S. Kadamkuan, District- Patna vide Book No.1, Volume No. 46/2003, Pages 333 To 354, Deed No. 226 and landowner Smt. Sandhya Ranjan W/o Sri Rajiv Ranjan has been purchased an area 1 Katha of Survey Plot No. 15 fully described in schedule property of this deed on 10.01.2003 from Sri Arjun Prasad S/o Late Ram Pravesh Singh, R/o Village- Udaini, P.O.- Mittanchak, P.S.- Phulwari, District- Patna at present resident of Nala Road, P.S. Kadamkuan, District- Patna vide Book No.1, Volume No. 57, Pages 169 To 182, Deed No. 225, which was registered at Registry Office, Patna and after purchase Landowners are coming in peaceful, exclusive possession of the schedule property of this deed.

And whereas the abovesaid owners are mutated their name in Circle Office Sampatchak, Patna and paying the annual rent bearing Jamabandi Raiyat No. 762 of 2018-2019 & 763 of 2018-2019. And Landowners are coming in exclusive possession of the total area of the land measuring an area 5 Katha 10 dhur fully described in schedule – I of this Development Agreement and forming part hereof;

AND WHEREAS, the "DEVELOPER" on the representation of the OWNERS herein having examined the documents relating to the ownership of the property and having satisfied prima – facie that the "OWNERS" is the absolute owners of the property as represented by her described in Schedule I of this Development Agreement and is absolutely seized and possesses of the same.

AND WHEREAS, the DEVELOPER approached the OWNERS for the development and construction of a multistoried building. The DEVELOPER gave a comprehensive plan to the OWNERS for the construction of a multistoried building comprising of the ownership flats, parking spaces on the portion of Schedule I property more fully and particularly described in Schedule II of this Development Agreement and forming part thereof;

AND WHEREAS, in the facts and circumstances, as described aforesaid the OWNERS herein agreed to the proposal of the DEVELOPER to develop the land /property measuring an area 5 Katha 10 Dhur more particularly described in Schedule I of this Development Agreement. This Agreement is being entered on the terms and conditions mentioned herein below.

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Proprietor
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09/04/2019

Sandhya Rajan
9/4/2019

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NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AND IS HEREBY AGREED BY AND BETWEEN THE OWNERS AND DEVELOPER HERETO AS FOLLOWS:-

ARTICLE – DEFINITIONS

1.1 BUILDING shall mean the multistoried building complex to be constructed on Schedule I of the landed property in accordance with the plan sanctioned by appropriate authority, Patna.

1.2 FLATS shall mean the super built up area consisting of bedrooms, living rooms, kitchen, balcony/ verandah etc. with construction specifications as described in Schedule – II.

1.3 PARKING SPACE shall mean the place of area reserved for parking of the motorcars and shall not be a part of common facilities and amenities.

1.4 COMMON FACILITIES AND AMENITIES shall include corridors, stairways, passageways, driveways, common lavatories, generator room, tube well, overhead tanks, head room, water pumps and motors and lift arrangement and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and management of the building, common amenities of the said building.

1.5 COMMON EXPENSES shall mean and include a proportionate share of the cost, charges and expenses for working, maintenance, upkeep and repairs, replacement of common facilities including proportionate share of Municipal and property taxes and other taxes and levies related to or connected with the said building and land property.

1.6 SALEABLE SPACE shall mean the space in the building available for independent use and occupation after making due provisions for common facilities and the space required thereof.

1.7 OWNERS'S ALLOCATION shall mean the constructed area in the form of residential flats and parking spaces in the aforesaid multistoried building as per specifications mentioned in Schedule II herewith agreed to the owners and/or her nominees/including right, title and interest in common facility.

1.8 DEVELOPER'S ALLOCATION shall mean and include the total constructed area in the aforesaid building together with right, title, interest in common facilities and amenities including the right to use thereof and also the car parking space available at the said premises, excluding the OWNERS'S ALLOCATION.

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Sandhya Rajan
9/4/2019

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1.9 TRANSFER with its grammatical variations shall mean transfer by voluntary handing over of possession and any other means, adapted for affecting what is understood as a transfer of space in the multistoried building to purchasers thereof.

1.10 TRANSFEREE shall mean any natural and juristic persons like company and/or Associations of persons to whom any space in the building has been transferred.

1.11 SUPER BUILT UP AREA shall mean and include the carpet area of flats, driveway, wall area, verandah / balcony, wardrobe area, the proportionate area of the staircase, corridors, guardroom, generator room/space, lift machine room, reception, water tank, septic tank and society room if any.

ARTICLE – COMMENCEMENT :

2. This agreement shall commence with passing of the map plan of the building by the appropriate authority.

ARTICLE III – THE SCHEME :

The scheme is formulated by the DEVELOPER and agreed upon by the OWNERS provides as follows :-

3.1 The DEVELOPER will invite and select purchaser(s) agreeing to purchase on Ownership basis flats along with parking spaces in the building on the landed property, more particularly specified in Schedule – I. The DEVELOPER will construct the BUILDING with amenities and common facilities pertaining to the same.

3.2 The DEVELOPER shall, if he feels necessary, be entitled to nominate any such intending purchaser of flat with whom the DEVELOPER has entered into a formal agreement and the intending purchaser, as the nominee of the DEVELOPER, shall enter into agreement of sale with the OWNERS or her authorized attorney for purchase of undivided proportionate share of Schedule – I landed property. The agreement of sale will be prepared, inspected and approved by the DEVELOPER, who shall join as a confirming party. It shall be obligatory for the OWNERS to enter into such agreement with the intending purchaser who would be a nominee of the DEVELOPER.

3.3 After the delivery of the possession of the OWNER'S allocations of the respective flats and parking spaces in the aforesaid building to the OWNERS, the purchasers shall enjoy all rights and privileges and will be subject to payment of common expenses.

CITY BUILDCON
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9.4.2019.

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3.4 Upon handing over the possession of the OWNER'S ALLOCATION to the OWNERS and intending purchasers, both shall pay to the DEVELOPER the proportionate share of common expenses of all taxes, outgoing and other charges from the date, the said flat and parking space becomes ready for occupation, till the date DEVELOPER hands over the management of the common facilities and expenses to any society or association to be formed by OWNERS and purchasers and any one making default shall pay interest thereon @ 10% p.a.

3.5 There is no existing agreement regarding the development or sale of the said landed property more fully described in Schedule – I and that all other agreement, if any, prior to this agreement, have been cancelled and are being superseded by this agreement.

ARTICLE IV – DEVELOPER RIGHTS :

4.1 The OWNERS hereby grant, subject to what has been herein after provided, the exclusive right to the DEVELOPER to built, erect and complete the said building and to commercially utilize the same by entering into agreement for sale and/or construct in accordance with the plan sanctioned by the appropriate Authority.

4.2 The DEVELOPER shall have the right to execute the sale deed or any other deeds as required with regards to the scheduled property of this deed over the DEVELOPER'S ALLOCATION 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 of the DEVELOPER'S ALLOCATION 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 – I of this deed which fall in the DEVELOPER'S ALLOCATION which would be in the form of flats and their respective parking space along with proportionate share in the said land.

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9.4.2019
Proprietor

ARTICLE V – APARTMENT CONSIDERATION:

5.1 On the OWNERS representation about their title to and possession over the LAND PROPERTY that they have full right, indefeasible title and absolute right to enter into this agreement and the OWNERS having agreed to permit the DEVELOPER to commercially utilize this landed property and construct, erect and complete the building on the premises as a whole within a period of 30 months (In case of any unavoidable condition, grace period of 6 months)

Sandhya Rajiv 9/4/2019

A. V. Verma 09/04/2019

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from the date of passing of sanctioned map plan by the authority. In case the project is not completed by the Developer within the prescribed period and within the grace period if given, the Developer will pay @ Rs. 100/- per day to the owners for the default period.

a) The DEVELOPER shall obtain all necessary permission and/or approvals and/or consents at his own cost.

b) The DEVELOPER shall pay all costs of supervision of the development and constructions of the OWNERS'S allocation in the building of the said premises.

c) The DEVELOPER shall advocate the OWNERS'S allocation of the constructed area in the building to be constructed at the said premises (herein called the OWNERS'S-allocation) in the manner detailed in Schedule II.

d) The DEVELOPER shall give complete possession of the OWNERS'S allocation within thirty months (grace period of six months i.e. total thirty six months) from the date of sanctioning map plan by the authority.

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9.4.2019
Proprietor

ARTICLE VI – OWNERS ALLOCATION :

6.1 The DEVELOPER shall at his own cost construct, erect and complete the said building and allocate OWNER'S share as follows:-

a) 35% constructed super built up area has been allocated to the OWNERS in the form of residential flats and car parking spaces. In no case the area of the owner's share can be reduced.

b) The OWNERS shall have 35% share in the landed property as delineated in Schedule I, which has been agreed for development.

c) That the DEVELOPER guarantees to construct the building as per the sanctioned plan and specifications.

d) The OWNERS'S allocation shall have specifications as detailed in Schedule – IV. And extra work other than specifications will be chargable.

e) The OWNERS shall further have 35% undivided share in the amenities of common facilities.

6.2 It is further agreed between the parties that the DEVELOPER shall construct the building and allocate the same to the OWNERS with the specifications as detailed in Schedule – II in a habitable condition with Water Connection, Electricity Connection with Meter, Generator Connection with 300 watts load in each Unit, facilities for lift along with standby power back up (Generator) and the OWNERS shall have to pay as and in the manner as the

Sandhya Kejriwal 9/4/2019

A. V. Verma 09/04/2019

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intending purchasers of the DEVELOPER'S ALLOCATION to the Developer with regard to the OWNERS'S ALLOCATION.

6.3 That, however it is made clear that the inter-se division of OWNERS'S allocation would be mutually done by the OWNERS themselves from their allocated share.

6.4 That in case any person claims a right, title and interest in the property through the common ancestor of the OWNERS, the OWNERS will defend the same and in case it is decided that such person has any interest in the scheduled property, the said person would be allocated space from the ONWER'S allocation and nothing from the DEVELOPER'S allocation.

ARTCILE VII – DEVELOPER'S ALLOCATION :

7.1 The DEVELOPER shall be entitled to the remaining 65% Super built up area in the proposed residential building to be constructed at the said premises together with 65% of car parking space on the ground floor and also together with the proportionate share in the said landed property after providing to the OWNERS'S allocation as provided herein above and the DEVELOPER shall be entitled to enter into an agreement for sale and transfer of the DEVELOPER'S allocation and to receive, realize and collect all money in respect of the DEVELOPER'S allocation and it is hereby expressly agreed by and between the parties hereto that for the purpose of entering into such agreement for transfer, it shall not be obligatory on the part of the DEVELOPER to obtain any further consent of the OWNERS and the agreement itself shall be treated as consent by the OWNERS for entering into agreement for sale by DEVELOPER'S allocation.

7.2 That based on the scheme of allocation of 35% of the area to the OWNERS and 65% to the DEVELOPER after the sanction of the map, flats along with the parking spaces.

7.3 It is hereby made clear that the DEVELOPER is put in actual peaceful possession of the property described in Schedule I for the purpose of effective execution of the construction of the proposed building and it is hereby agreed that the actual right, title and interest in the property, Schedule I property to the extent of DEVELOPER'S allocation shall pass into the DEVELOPER only after the allocation of the OWNERS'S share.

ARTICLE VIII – FORCE MAJEURE:

8.1 The DEVELOPER shall not be liable to any obligation hereunder to the extent that the performance of the relevant obligations are prevented temporarily by the existence of

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Proprietor

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force majeure and shall be suspended from the obligation during the period of force majeure.

8.2 Force majeure shall mean flood, incessant rain, earthquake, riot, war, storm, tempest, civil commotion and/or any other act or omission beyond the control of the DEVELOPER.

ARTICLE IX – MISCELLANEOUS :

9.1 The OWNERS and the DEVELOPER have entered into this agreement purely on contractual basis and nothing contained herein shall be deemed to construe a partnership between the DEVELOPER and the OWNERS or as joint venture between the parties hereto in any manner, nor shall the parties hereto constitute as an association of persons.

9.2 It is understood that from time to time to facilitate the construction of the building by the DEVELOPER and transfer of flats, various deeds, matter and things, not herein specified, may be required to be done by the DEVELOPER and for which the DEVELOPER may need the authority of the OWNERS and various applications and other documents may be required to be signed or made by the OWNERS, relating to which the specific provisions may not have been mentioned herein. The OWNERS hereby undertake to do all such acts, deeds, matters and things that may be reasonably required to be done in the matters and the OWNERS also undertake to sign and execute all such additional deeds, matter and things do not in any way infringe on the rights of the OWNERS and/or go against the spirit of this agreement.

9.3 Nothing in these presents shall be constructed as a demise or conveyance in law by the OWNERS of the land property or any part thereof to the DEVELOPER or as creating any right, title or interests in respect thereof in the DEVELOPER other than exclusive license to the DEVELOPER to commercially utilize the same in term from any Bank or other financial institutions for the purpose of constructing the above mentioned buildings.

9.4 That the Land owners irrevocably undertakes that in order to mortgage the aforesaid piece of land and multistoried building thereupon for the purpose of raising loans or project finance, if it deemed necessary by the Financial Institutions that any documents need to be executed, admitted or registered by the Landowners in favour of the Developer/Financial Institutions, the same shall be given /executed by the Landowners forthwith as and when required by the Developer or the Financial Institutions.

and from the date of completion of the building, the DEVELOPER and its/or transferees and the OWNERS or her transferees shall be liable to pay and bear

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Proprietor

A V. Verma Sandhya Rajan
01/04/2019 9/4/2019