Serial No. 14654



Deed No. 13596

### Govt. of Bihar District Registry Office ,Patna

Summary of Endorsement

This document was presented for registration on 31/08/2023 by Saraswati Singh A stamp duty of Rs. 129820/- and other fees of Rs. 20500/- has been paid in it.

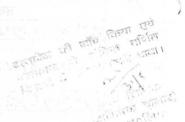
The document was found admissible. The names, photographs and fingerprints and signatures of the executants, and their identifier, who have admitted execution before me, are affixed on the reverse

The document has been registered as deed no. 13596 in Book No. 1, Volume No. 309 on pages from 229 to 246 and has been preserved in total 18 pages in C.D. No. 48 / Year 2023

31/8/

Token No: 14809 /2023

Signature with Date (Dhananjay Kumar Rao) Registering Officer, Patna



31/08/2023

Date:



### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered on the 315t Day of August, Two Thousand Twenty-Three.

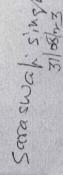
### BETWEEN

SMT. SARASWATI SINGH Wife of Late Prof. Bishwanath Singh, Resident of Flat No.-B/103, Charminar Apartment, Road No.-12, Near Telephone Exchange, Rajendra Nagar, Town and District- Patna, in the State of Bihar, Indian Citizen, hereinafter called the "LAND OWNER"-which expression unless repugnant to the context shall mean and include their heirs. executors, administrators, legal representatives assign, and successors-ininterest of the FIRST PART.

PAN.-CEHPS4594A.

Mobile No.-9534042400

Aadhar No.-2435 7147 7745



SHIVMAATI CONSTRUCTION PRIVATE LIMITED, incorporated under the provision of companies Act., 2013 (CINa company U45202BR2020PTC048251), having its registered office at House No.-06, Sardar Patel Path, North of S.K. Puri, Patna-800001, State- Bihar through Its Director SHRI SUNIL KUMAR SINGH son of Late Ram Vilash Singh, resident of House No. 06, Sardar Patel Path, North of S.K. Puri, Town and District- Patna, Pin-800001, in the State of Bihar, Indian Citizen, hereinafter called and referred to as the "DEVELOPER" (which expression shall unless repugnant to context or meaning thereto mean and include it's Administrators, executors, assigns, legal representatives and /or successors-in-office) or the SECOND PART. Mob. No. 9431047513.

PAN.-ABECS5131N Aadhar No.-4366 5987 0552 GSTIN No.-10ABECS5131NIZG.

WHEREAS, as the property of Schedule no.- I fully described at the foot of this deed is the purchased property of land owner, Smt. Saraswati Singh Wife of Late Prof. Bishwanath Singh through a registered deed of Absolute sale from The Patna University Teacher's House Construction Co-operative Society, Ltd, Patna under registration no.-46, Pat, 1964 with the registered office at B.N. College Building, P.S.- Pirbahore, Patna-4, by virtue of a Registered Sale Deed, Vide Deed No.-4676, Book No.-1. Volume No.-66, Page No.-313 to 318, Registered at District Registration Office Patna on dated-28.05.1971. Since then the land owner came in actual physical possession over the land fully described in Schedule no.- I at the foot of this deed as absolute owner thereof and mutated her name in State Sirista and paying rent on Bhag Vartman-43, Prishtha No.-19 to the State of Bihar through Circle Office, Patna Sadar

AND WHEREAS, the said land owner expressed their desire to develop the landed property and to construct multi-storied residential building situated at Mohalla- Professor Colony, (Patna MVR Serial No. 046, Zone- 5, Year 2017), Mauza- Sheikhpura, Survey Thana- Phulwan,

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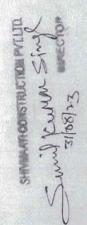
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at present P.S.-Shastri Nagar, District- Patna bearing Thana no.9, Tauzi No.-5767, Khata No.-385, Part of Survey Plot No.-312 (Three hundred twelve), Sub Plot No. A-21, Block-II, Type-A(2), measuring an area of 2550 sq.ft. equivalent to 5.8550 decimals more or less, is competent enough to give the aforesaid land on conversion basis to the aforesaid developer.

### (A) It is further represented and declared by the Land Owner:-

- (i) That the said property is under their exclusive possession with absolute right, title and Interest, free from all encumbrances to transfer land convey the whole or part of the said Property, having a fully marketable title thereby. (ii) That the land owner has not 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) That 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 P.R.D.A. (dissolved)/PMC/Competent Authority, the PMC, Income Tax Department or any other government authorities, for acquisition or Requisition of the said property or any part thereof.
- (iv) That 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) That the land owner has not entered in the past in any agreement for sale or development of the said property or any part thereof nor have made any arrangement with anyone whatsoever regarding the said property or any part thereof.

And whereas, the land owner is interested in getting constructed multistoried residential Unit on the said property and acquire built up area in the shape of, residential Units, parking spaces, etc. as consideration for the



value of the land of the said property when conveyed by the land owner to the Developer.

- (B) The aforesaid developer, offered to develop and construct at its own cost, a multi-storied residential/ commercial building on the said property of the land owner (hereinafter referred to as the said building) and the land owner wanted and agreed to acquire Units, and other built-up area of the said building as consideration for the part of the said property to be conveyed by the land owner to the developer or its nominees etc.
- (C) As a result of the negotiations between the parties here to and on the representation and declarations made by the land owner as herein recorded, an agreement for development of the said property by the aforesaid developer has been arrived at between the parties hereto upon 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 land owner do hereby appoint the aforesaid Developer as the Developer of the said property and irrevocably grant to the Developer, who hereby accepts from the Land Owner the exclusive right, possession and license to develop the said property fully described in the Schedule-I hereunder written in the manner and on the terms, conditions and stipulation hereinafter mentioned.
- (2) That the entire area of land given in Schedule-I of this agreement shall be handed over to the developer for construction of a multistoried residential building complex and the entire cost to be incurred for construction of the same shall be borne by the Developer. The developer will construct the proposed building as per the sanctioned building plan of the PRDA (dissglved)/PMC/Competent Authority

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- (3) That the developer will be exclusively responsible for any accident or incident to be caused during the period of construction and they will be responsible and answerable before court of law for the same. The Land Owner will not be responsible for the same in any way.
- (4) That the entire multistoried building shall be constructed by the developer and the entire cost to be incurred for construction shall be borne 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 Land Owner and other inmates of the building.
- (5) The name of the proposed multistoried residential building shall be mutually agreed upon by both the parties.
- (6) That the developer agreed to hand over 60% (Sixty percent) of the total saleable super-built-up area to the land Owner in consideration of the cost of land and building in shape undivided share with all right, title and interest in the said building. For the use and occupation of the Land Owner as absolute Owner the all right and absolute title and possession over the same 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. That the developer will first hand over possession of the constructed owner area to the owner with all amenities.
- (7) In case Owner 60% of the total saleable super built-up area is not covered in the form of the complete Units taken, the developer will have to pay the equivalent market price to the Land Owner for the area.
- (8) That similarly, the developer will retain 40% of the total saleable super built-up area. In the shape of Units and car parking spaces in consideration of cost of construction with an absolute, right, title and

interest 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. Both the land Owner and the developer will have absolute right, title and interest over their respective shares of total saleable super built-up area.

- (9) That it is further agreed by the parties that any alteration in the approved building plan within the parameter of the PRDA (dissolved)/PMC/Competent Authority building rules and regulation which may be deemed necessary during or after the sanction of the building plan shall be done by the developer with the prior consent of the land owner and the developer may alter such changes at its own risk and expenses. If any further construction will be made then the same shall be distributed between the land owner and developer as per the above-mentioned share. In case the entire building is required to demolish or is razed as a result of natural calamity and the building becomes inhabitable, all Owner, Developers and Purchasers, title holders to the building will have proportionate share of land. But no individual title holder is entitled to demolish his/her/their Units or building and demand share in the land.
- (10) That the certificate of the architect regarding measurement of the total saleable super built-up area, and common service area will be final and binding on both the parties.
- (11) The Land Owner 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.
- (12) That the builder/developer will develop and construct the proposed building with all amenities therein on and thereon and give peaceful vacant possession of the Owner area to the Owner within 3 Years 6 Months After Map Approval with further grace period of Six Months If there is any further, delay beyond the stipulated period of time giving delivery of

possession of the super built up area to the Land Owners in fully constructed from them the developer shall pay to the Owners to the area of building of the land by way compensation for Rs.10/-(Rupee Ten) only per sq.ft. per month.

- (13) That the developer shall develop the said property themselves or through any agency, company etc. of their choice at their own cost and will be responsible for the development of the said land, but the Owner will have the right to inspect the development and construction of the said multistoried building. The developer will use the standard materials as specified in schedule-II.
- (14) That the Land Owner is entitled to verify and supervise the quality of materials to be used for construction of the building. If the Land Owner find that the materials used for construction is not up to the marks and not of good quality then he should intimate the same to the developer and suggest to use better quality materials.
- (15) The Owner shall at no time demand further sum of premium or any interest in any dealing regarding sale of Developer's area and the Owner shall, if necessary, execute all such deeds and documents as may be required by the developer in this regard,
- (16) From the date of delivery of possession of Owner area to the Owner or its allottee 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 the Owner in this regard.
- (17) The Land Owner 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 undertakes not to do any act (s), deed (s) matter (s) or thing (s) as shall be in breach of terms of this Development Agreement save and except putting the said Developers thereon for the purpose of development pursuant to this development agreement. The Land Owner shall at no point of time after the

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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.

- (18) 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 Owner area whenever required by the Developer.
- (19) Similarly, the Owner shall be fully entitled to enter into agreements for sale or otherwise allot UNITS comprised in the Owner area in the said building and which does not form part of the Developer's area, whenever required by the Owner.
- (20) A separate list of detailed specifications for the said building in schedule- II is part of this Development Agreement.
- (21) After the Registration of this Development Agreement the Owner and Developers shall be entitled to sell or enter into agreement for sale or other agreement or mortgage their shares directly to its prospective buyers or any financial Institutions.
- (22) That after the completion of the construction of the building project developer/promoter/landowner shall be absolute owner of their respective shares and they will be entitled to sell/transfer as per Provisions of The Bihar Apartment Ownership Act, 2006 u/s 5 (1) & 5 (2) and others

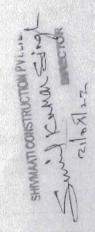
### THE DEVELOPER FURTHER UNDERTAKES:-

(A) That they will not do any act of commission, omission, expressly or impliedly, directly or indirectly by which the Owner's right, title and interest over the said property may in any manner be adversely affected until the developer has given delivery of passession of the Owner's area to the Owner's

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- (B) To indemnify the owner and always keep them indemnified 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. (C) The Owner and 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 saleable super built-up area beyond the area already sanctioned by the PRDA (Dissolved)/PMC/Competent Authority, shall be distributed between the Owner and Developer in the same proportion, as mentioned herein above.
- representative, certified copies/photo copies of all original title deeds documents and papers relating to the said property for complete examination of the Owner's title thereto and the Owners agree to cooperate with the developer in such examination of the Owner's 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. (E) 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 Owner for inspection and photocopies will be given whenever required by the developer. However finally all the original documents shall he handed over to the Owner's society/association of Owner/allottee of UNITS.
- (F) The construction of the said building will be super deluxe quality and the detailed specification is to be attached and part of the agreement and if the developers manage to construct any additional area (within the approved norms) more than the mentioned total area, the Owner and the developers will share the additional area in said ratio i.e. 60% (Sixty



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percent) in the residential constructed area to the land owner and 40% (Forty percent) in the residential constructed area to the developers.

- (G) The developer may form as it deems proper, a Cooperative housing society/association of persons, and body corporate etc. for maintenance of common services of the building. And in due course, the unit Owner and their nominee(s) shall become members of such an organization formed by the developer and the unit Owner, their nominees, respective agents, servants, licenses, tenant etc. shall be bounded to abide by the rule and regulation as be formed by the developer or the organization from time to time and they shall be bound to contribute towards the costs of formation of such organization as well as to pay the regular maintenance charges as may be fixed and revised from time to time by the developer for the maintenance and management of the entire building complex.
- The common area shall jointly be owned by all the Unit Owner of the said building with equal entitlements to use all common areas and facilities extended for utilization by the occupants of the said building on the said terms and conditions applicable to all, for such utilization. No unit Owner/s of any part of the said building will have any exclusive right, title and interest over the common areas and common facilities except the right of common use. (I) The Owner agree that if any levy is imposed by PRDA (Dissolved)/ PMC or any other public body or bodies or the government for the development/ betterment of the area in which the said property is located or any other levy becomes applicable on the said land or the building thereon then the same shall be paid by the Owner and the developer (or its allottees) jointly in the same proportion as their respective shares of super built-up area in the said building. (J) The Owner agree that in case any fine or penalty/fee/ fine to be imposed on the said building for any alleged deviation from the sanctioned plan, resulting in any excess construction of the super putting area of change within the bye-laws then the same shall be borne and paid by the developers.

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- (K) That it is agreed that in all transfer/conveyance of land and/or total saleable super built-up area, the purchasers(s) /transferee(s) shall bear the cost of stamp duty, registration fee and other registration charges/expenses etc.
- (L) That the Owner agree and undertake that in case of any dispute or litigation by person(s) claiming to be the co-sharer or contained in the schedule-I property or claiming his/their right title or interest though the Owner(s) 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 Owner's and the Owner shall keep the developer indemnified and development activities shall be free from all hindrances(s) so that the project may be completed in time.
- (M) That in case of any dispute or differences between the parties arising out of relating to this development agreement, the same shall be settled by reference of the dispute or differences to the arbitrator 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 at Patna.
- (N) That only courts of Patna shall have the exclusive jurisdiction over all the matters of dispute arising in respect of and from this agreement.

That any taxes, duties, rents, cess etc. after construction of the multistoried building payable on account of the constructed area of the building, then the same shall be paid by the land owner and developer proportionately.

(O) That the developer may purchase or enter into development agreement for the land adjacent to the Schedule land for the construction of multistoried building with amalgamation of the adjacent land and scheduled land altogether and land owner/s will have no objection regarding the same in future.

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- (P) That in event of any obstruction laid down in construction work arise either by Landowners or due to defect in title of the land or due to new process of Govt./ Govt. Plan or by any natural accident, the Landowners agreed to extend time period and relaxation in terms and conditions in favour of the Developer, or choice of the developer, he can continue the construction work as per this development agreement.
- (K) And whereas after completion of the construction of the building and division of shares between the land owners and builder any GST or other taxes charged by state or central or any other authorities and Maintenance of the building will be borne by the shareholder themselves or their purchasers be it land owners or builder respectively.
- (L) The building shall be named as "SARASWATI ENCLAVE".

### DETAILS OF THE PROPERTY: SCHEDULE- I

All that piece & parcel land measuring 2550 square feet equivalent to 5.855 decimals more or less subject to actual measurement, Situated at Branch Road of Mohalla- Professor Colony, (Patna M.V.R. Serial No.-073, Zone-3, Year-2017), Mauza-Sheikhpura, Survey Thana- Phulwari, at present P.S.- Shastri Nagar, District- Patna bearing Thana No.-9, Tauzi No.-5767, Khata No.-385, Part of Survey Plot No.-312 (Three hundred twelve), Sub Plot No.-A-21, Block-II, Type-A(2), within the limit of Municipal Corporation, Sub and District Registration Office Patna, annual Ground Rent paid through Circle Office Patna Sadar and detailed & bounded as follows:

#### -: BOUNDARY :-

NORTH

Prem Nandan Singh and others

SOUTH

~20 Teet wide Branch Road

EAST

20 feet wide Branch Road

WEST

Deepak Kumar Sharma

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3/18/13

1. Name of the District-

Patna

2. Name of the Revenue Anchal-

Patna Sadar

3. Name of the Revenue Halka-

Nutan Rajdhani-2

4. Name of the Revenue Village-

Shekhpura

5. Revenue Thana no -

Q

7. Prishtha No.- 43, Bhag Vartman- 19.9

### GOVT. VALUATION OF SCHEDULE-II PROPERTY

(i) Total land measuring 5.855 Decimals approx. or 2550 Sq.ft.

@ Rs.11,00,000/-/-Per Decimal

Or Rs. 2525.7163 Per Sq.ft. i.e.

Rs.64,41,000/-

(Rupees Sixty Four Lakhs Forty One Thousand only)

### SCHEDULE- II

### FEATURES AND SPECIFICATIONS OF APARTMENT

1. BUILDING

Earth Quake resistant as per Zone - 4.

2. FOUNDATION

As per Structural consultant's design/ drawing

3. WALL FINISHING

All internal walls will be plastered and finished with

P.O.P. & primer.

4. EXTERNAL WALLS:

Building Exterior to be finished with combination of good quality ACP/ Reflective Glass and

acrylic/Texture paints.

5. FLOORING

Good Quality Vitrified Tiles flooring all over the

Flats Common Area- Granite flooring with combination of other materials as per design.

6. TOILETS

Ceramic Wall Tiles up to Chaukhat level & flooring

with anti skid tiles. All white sanitary of Cera/ Parryware or equivalent & wall hanging Commode wherever feasible. CP Fittings will be

Grohe/Jaquar or equivalent make.

7. WINDOWS

All windows frames will be Upvc with glass.

B. DOOR

Main Door-Hardwood Rest-30mm thick Flush

door shutters fitted in hard wooden frame and painted two coats of synthetic enamel paint over a

coat of Primer.

9. ELECTRICAL

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(a) concealed PVC conduits with Copper Wire

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(b) Modern Electric Switches of Roma/Philips or Equivalent.

(c) One Power Plug (15 AMP)

(d) Each shop/office/flat shall be provided with separate three phase meter located at Convenient location at extra cost as per BSEB rules.

10. WATER SUPPLY

Through Deep Tube Well and overhead tank.

11. TELEPHONE & Cable: One Telephone point (riot connection) shall be provided from a common junction to every

shop/offices/flats.

12. LIFT

Otis or equivalent.

13. SAFETY

Fire Safety as per Govt. Rules.

14. GENERATOR

Eicher or equivalent.

15. WATERPROOF

water proofing of roof top.

16. SECURITY

C.C.T.V. surveillance available at the reception

counter.

NOTE:

The specifications are tentative and subject to minor modification.

## <u>SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)</u>

Value Additions:

Amenities:

Provision for Cable point and Telephone point
Name Plate Directory at Main Entrance
Flat no. on each flat
Fire fighting system as per norm
24 Hrs. Water Supply through Deep Borewell
Branded Silent DG Set for Power Back Up
Branded Passenger Lift of ISI Mark
Power back Up for Lift, Water Pump, Common Areas and Flat
Intercom connectivity.



IN WITNESS thereof the LAND OWNER and BUILDER/
DEVELOPER have put their respective signature in token of acceptance of
the terms and conditions as settled above in presence of the following
witnesses:-

WITNESSES: 1. SATYAJITSINGY Sayyitsi 31.8.23

SIGNATURE OF THE LAND OWNER/FIRST PARTY

S/O BISHWANATH SINGH
B/103 Chaimina Apt
Rocad-12 Raychalange

Sada swadi singh

2. Mishord Mumor shipf SIGNATURE OF THE SECOND PARTY
5/0. Prem Olumor shipf (BUILDER/DEVELOPER)

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Girol Signature of the SECOND PARTY

(BUILDER/DEVELOPER)

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### 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.

Stamo duty paid under Indian Rs. 129820/-0/-Amt.Paid By N.J Stamp Paper Amt paid through Bank Challan Rs. 150320/-Addi.Stamp duty paid under 0/-Rs. Municipal Act LLR + Proc Fee Service Charge Registration Fee LLR 0 0 Proc.Fee 0 Lii 500 K1a 20000 C HID 0 PAID 0 Liii 0 K1b 0 0 Total 0 H2 O D A8 0 K1c 0 Mb 0 DD 0 T A9 Na 0 K2 0 0 11 0 E A10 0 0 Li 0 H<sub>1</sub>a 0 )2 0 В 20000 TOTAL-

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

Registering Officer

Date: 31/08/2023

### Endorsement under section 52

Presented for registration at Registration Office, Patna on Thursday, 31st August 2023 by Saraswati Singh W/Olate Bishwanath Singh by profession Others. Status - Executant

Saras Walising A 31 8 23 Signature/L.T.I. of Presentant

Date:31/08/2023

Registering Officer Patna

### Endorsement under section 58

Execution is admitted by those Executants and Identified by the person ( Identified by 'Satya Jit Singh' age '48' Sex 'M', 'Vishvnath Singh', resident of 'B/103, Charminar Apartment Road N. 12, Neartelephone Exchange Rajendra Nagar, Patna-800016'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

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Patna

Registering Officer

Date: 31/08/2023

Registering Officer Patna

### Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna. In Book 1 Volume No. 309 on pages on 229 -246, for the year 2023 and stored in CD volume No. CD-48 year 2023. The document no. is printed on the Front Page of the document.

Date: 31/08/2023

Token No.: 14809 Year: 2023 S:No.:

14654 SCORE Ver.4.1

Deed No .: d No .: 13596

CS CamScanner

Circle:-:Patna Serial No. 9144

Book No.: 1 Deed No. 8569

Serial No. 9144



Deed No. 8569

### Govt. of Bihar District Registry Office ,Patna

Summary of Endorsement

This document was presented for registration on 09/06/2022 by Prem Nandan Singh A stamp duty of Rs. 129900/- and other fees of Rs. 21500/- has been paid in it. The document was found admissible. The names, photographs and fingerprints and signatures of the executants, and their identifier, who have admitted execution before me, are affixed on the reverse page

The document has been registered as deed no. 8569 in Book No. 1, Volume No. 198 on pages from 313 to

329 and has been preserved in total 17 pages in C.D. No. 30 / Year 2022

Signature with Date

09/06/2022

Token No: 9472 /2022

(Dhananjay Kumar Rao) Registering Officer, Patna



### (Development Agreement)

This Development Agreement executed and entered into on this 09th day of june, 2022 (Two thousand and twenty जबर जिन्दान काबालय, १६००) of the Christian Era.

#### BETWEEN

- (i) Mr. Prem Nandan Singh, aged about 68 years, Occupation-Retired, Aadhar No. 6287 8388 5271.
- (ii) Mr. Ram Janam Singh aged about 65 years & Occupation-Business, PAN-IVQPS3574A.
- (iii) Mr. Anup Nandan Singh aged about 60 years all sons of Late Shiv Nandan Singh, all are resident of Professor Colony, Near C.D.A. Colony, Shastri Nagar, P.O.- Shastri Nagar, District- Patna, Sate-Bihar, Occupation-Business, by Nationality Indian, hereinafter collectively called and/or referred to as the "LAND OWNERS" (which expressions

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shall unless to be repugnant to the context or meaning thereto, mean and include their heir, Administrators, Executors, legal representatives and / or successors-in-interest) of the FIRST PART. Aadhar no. 2641 8628 7928...

Mob. No. 8102985535, 7491034262 & 9430605756.

#### AND

LIMITED, a company incorporated under the provision of companies Act., 1956 having its registered office at House No. 06, Sardar Patel Path, North of S.K. Puri, Patna-800001, State-Bihar through its Director Shri Sunil Kumar Singh son of Late Ram Vilash Singh, resident of House No. 06, Sardar Patel Path, North of S.K. Puri, Patna-800001, State-Bihar, Occupation-Business, hereinafter called and referred to as the "DEVELOPER" (which expression shall unless repugnant to context or meaning thereto mean and include it's Administrators, executors, assigns, legal representatives

and /or successors-in-office) or the SECOND PART, PAN- ABECS5131N, Regd. No. 10ABECS5131NIZG. Mob. No. 9431047513.

Whereas, as the property of Schedule no.- I fully described at the foot of this deed is the purchased property of Smt. Indrani Singh wife of Sri Shivnandan Singh through a registered deed of Absolute sale executed by Smt. Saraswati Singh wife of Sri Vishwanath Singh, Department of Political Science, Patna University, Patna, P.S.- Pirbahore, District- Patna, which is Registered in the Office of the District Registration Office Patna. Since then she came in actual physical possession over the land as absolute owner and paying rent regularly. After some time Smt. Indrani Singh died on 28.08.2006 leaving behind her three sons namely Prem Nandan Singh, Sri Ram Janm Singh and Sri Anup Nandan Singh. After death of their mother all are came in actual physical possession over the land as absolute owner fully described in Schedule no.- Lat the foot of this deed

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and mutated their name in State Sirista and paying rent to the State of Bihar through Circle Office, Patna.

And whereas, the said land owner expressed their desire to develop the landed property and to construct multi-storied residential building situated at Mohalla- Professor Colony, Mauza- Sheikhpura, Survey Thana- Phulwari, at present P.S.- Shastri Nagar, Distr- Patna bearing Thana no. 9, Tauzi No. 5767, Khata No. 385, Part of Survey Plot no. 312 (Three hundred twelve), Sub Plot No. A-21, Block-II, Type-A(2), measuring an area of 2550 sq.ft. more or less, is competent enough to give the aforesaid land on conversion basis to the aforesaid developer.

### (A) It is further represented and declared by the Land Owner:-

(i) That the said property is under their exclusive possession with absolute right, title and Interest, free from all encumbrances to transfer land convey the whole or part of the said Property, having a fully marketable title thereby.

(ii) That the land owners have not 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) That 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 P.R.D.A. (dissolved)/PMC/Competent Authority, the PMC, Income Tax Department or any other government authorities, for acquisition or Requisition of the said property or any part thereof.

(iv) That 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.

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(v) That the land owners have not entered in the past in any agreement for sale or development of the said property or any part thereof nor have made any arrangement with anyone whatsoever regarding the said property or any part thereof.

And whereas, the land owners are interested in getting constructed multi-storied residential Unit on the said property and acquire built up area in the shape of, residential Units, parking spaces, etc. as consideration for the value of the land of the said property when conveyed by the land owners to the Developer.

(B) The aforesaid developer, offered to develop and construct at its own cost, a multi-storied residential/commercial building on the said property of the land owners (hereinafter referred to as the said building) and the land owners wanted and agreed to acquire Units, and other built-up area of the said building as consideration for the part of the said property to be conveyed by the land owners to the developer or its nominees etc.

(C) As a result of the negotiations between the parties hereto and on the representation and declarations made by the land owners as herein recorded, an agreement for development of the said property by the aforesaid developer has been arrived at between the parties hereto upon 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 land owners do hereby appoint the aforesaid Developer as the Developer of the said property and irrevocably grant to the Developer, who hereby accepts from the Land Owners the exclusive right, possession and license to develop the said property fully described in the Schedule-I hereunder written in the manner and on the terms, conditions and stipulation hereinafter mentioned.

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- (2) That the entire area of land given in Schedule-I of this agreement shall be handed over to the developer for construction of a multistoried residential building complex and the entire cost to be incurred for construction of the same shall be borne by the Developer. The developer will construct the proposed building as per the sanctioned building plan of the PRDA(dissolved)/PMC/Competent Authority.
- (3) That the developer will be exclusively responsible for any accident or incident to be caused during the period of construction and they will be responsible and answerable before court of law for the same. The Land Owners will not be responsible for the same in any way.
- (4) That the entire multistoried building shall be constructed by the developer and the entire cost to be incurred for construction shall be borne 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 Land Owners and other inmates of the building.

(5) The name of the proposed multistoried residential building shall be mutually agreed upon by both the parties.

(6) That the developer agreed to hand over 50% (Fifty percent) of the total super-built up area to the land Owner in consideration of the cost of land and building in shape undivided share with all right, title and interest in the said building. For the use and occupation of the Land Owners as absolute Owners the all right and absolute title and possession over the same 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. That the developer will first hand over possession of the constructed owner's area to the ownerwith all amenities. SHIVMAATI CONSTRUCTION PVILLTD.

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(7) In case Owner's 50% of the built-up area is not covered in the form of the complete Units taken, the developer will have to pay the equivalent market price to the Land Owners for the area.

(8) That similarly, the developer will retain 50% of the total built-up area. In the shape of Units and car parking spaces in consideration of cost of construction with an absolute, right, title and interest 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. Both the land Owners and the developer will have absolute right, title and interest over their respective shares of super built-up area.

(9) That it is further agreed by the parties that any alteration in the approved building plan within the parameter of the PRDA (dissolved)/PMC/Competent Authority building rules and regulation which may be deemed necessary during or after the sanction of the building plan shall be done by the developer with the prior consent of the land owners and the developer may alter such changes at its own risk and expenses. If any further construction will be made then the same shall be distributed between the land owners and developer as per the above mentioned share. In case the entire building is required to demolish or is razed as a result of natural calamity and the building becomes inhabitable, all Owners, Developers and Purchasers, title holders to the building will have proportionate share of land. But no individual title holder is entitled to demolish his/her/their Units or building and demand share in the land.

(10) That the certificate of the architect regarding measurement of the built-up area, built-up area and common service area will be final and binding on both the parties.

The Land Owners shall, after the execution of this agreement allow every facility to the Developer, their staff, ingineers, Architects, workers etc. to enter upon the said

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Amy Nondan Swan em nonday Sing property to enable the Developer to carry out various development works as stipulated in this agreement.

(12) That the builder/developer will develop and construct the proposed building with all amenities therein on and thereon and give peaceful vacant possession of the Owner's area to the Owners within 3 Years 6 Months After Map Approval with further grace period of Six Months.

(13) That the developer shall develop the said property themselves or through any agency, company etc. of their choice at their own cost and will be responsible for the development of the said land, but the Owners will have the right to inspect the development and construction of the said multistoried building. The developer will use the standard materials as specified in schedule-II.

(14) That the Land Owners is entitled to verify and supervise the quality of materials to be used for construction of the building. If the Land Owners find that the materials used for construction is not up to the marks and not of good quality then he should intimate the same to the developer and suggest to use better quality materials.

(15) The Owners shall at no time demand further sum of premium or any interest in any dealing regarding sale of Developer's area and the Owners shall, if necessary execute all such deeds and documents as may be required by the developer in this regard,

(16) From the date of delivery of possession of Owner's area to the Owners or its 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 the Owners in this regard.

(17) The Land Owners 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 undertakes not to do any act (s), deed (s) matter (s) or thing

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(s) as shall be in breach of terms of this Development Agreement save and except putting the said Developers thereon for the purpose of development pursuant to this development agreement. The Land Owners 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.

(18) 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 Owner's area whenever required by the Developer.

(19) Similarly the Owners shall be fully entitled to enter into agreements for sale or otherwise allot UNITS comprised in the Owner's area in the said building and which does not form part of the Developer's area, whenever required by the Owner.

(20) A separate list of detailed specifications for the said building in schedule- II is part of this Development Agreement.

(21) After the Registration of this Development Agreement the Owner and Developers shall be entitled to sell or enter into agreement for sale or other agreement or mortgage their shares directly to its prospective buyers or any financial Institutions.

(22) That after the completion of the construction of the building project developer/promoter/landowner shall be absolute owners of their respective shares and they will be entitled to sell/transfer as per Provisions of The Bihar Apartment Ownership Act, 2006 u/s 5 (1) & 5 (2) and others.

### THE DEVELOPER FURTHER UNDERTAKES:-

(A) That they will not do any act of commission, omission, expressly or impliedly, directly or indirectly by which the Owner's 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 Owner's area to the

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Owners,

- (B) To indemnify the owners and always keep them indemnified 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.

  (C) The Owners and the developer hereby agree that in
  - (C) The Owners and 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 PRDA (Dissolved)/PMC/Competent Authority, shall be distributed between the Owners and Developer in the same proportion, as mentioned herein above.
  - (D) The Owners 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 Owner's title thereto and the Owners agree to co-operate with the developer in such examination of the Owner's 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.

    (E) The developer shall be entitled to retain only photocopies/Certified copies of the original documents pertaining to the
    - (E) 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 Owners for inspection and photocopies will be given whenever required by the developer. However finally all the original, documents shall he handed over to the Owner's society/association of Owners/allottees of UNITS.
    - (F) The construction of the said building will be super deluxe quality and the detailed specification is to be attached and part of the agreement and if the developers manage to construct any additional area (within the approved norms)

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an Janan Gigh Aroup Wernstein singht o 3/08/2 From nonday 5/296 more than the mentioned total area, the Owners and the developers will share the additional area in said ratio i.e. 50% (Fifty percent) in the residential constructed area to the land owner and 50% (Fifty percent) in the residential constructed area to the developers.

(G) The developer may form as it deems proper, a Cooperative housing society/association of persons, and body
corporate etc. for maintenance of common services of the
building. And in due course, the unit Owners and their
nominee(s) shall become members of such an organization
formed by the developer and the unit Owners, their nominees,
respective agents, servants, licenses, tenant etc. shall be
bounded to abide by the rule and regulation as be formed
by the developer or the organization from time to time and
they shall be bound to contribute towards the costs of
formation of such organization as well as to pay the regular
maintenance charges as may be fixed and revised from time
to time by the developer for the maintenance and management
of the entire building complex.

(H) The common area shall jointly be owned by all the Unit Owners of the said building with equal entitlements to use all common areas and facilities extended for utilization by the occupants of the said building on the said terms and conditions applicable to all, for such utilization. No unit Owners/s of any part of the said building will have any exclusive right, title and interest over the common areas and common facilities except the right of common use.

(I) The Owners agree that if any levy is imposed by PRDA (Dissolved)/PMC or any other public body or bodies or the government for the development/ betterment of the area in which the said property is located or any other levy becomes applicable on the said land or the building thereon then the same shall be paid by the Owners and the developer (or its allotties) jointly in the same proportion as their respective shares of super built-up area in the said building.

(J) The Owners agree that in case any fine or penalty/fee/

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fine to be imposed on the said building for any alleged deviation from the sanctioned plan, resulting in any excess construction of the super built-up area of change within the bye-laws then the same shall be borne and paid by the developers.

- (K) That it is agreed that in all transfer/conveyance of land and/or built-up area, the purchasers(s) /transferee(s) shall bear the cost of stamp duty, registration fee and other registration charges/expenses etc.
- (L) That the Owners agree and undertake that in case of any dispute or litigation by person(s) claiming to be the cosharer or contained in the schedule-I property or claiming his/their right title or interest though the Owners(s) 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 Owner's and the Owners shall keep the developer indemnified and development activities shall be free from all hindrances(s) so that the project may be completed in time.
  - (M) That in case of any dispute or differences between the parties arising out of relating to this development agreement, the same shall be settled by reference of the dispute or differences to the arbitrator appointed by mutual consent of both the parties and such arbitration shall he conducted under the provisions of the arbitration & conciliation Act, 1996 as amended from time to time at Patna.
  - (N) That only courts of Patna shall have the exclusive jurisdiction over all the matters of dispute arising in respect of and from this agreement.

That any taxes, duties, rents, cess etc. after construction of the multistoried building payable on account of the constructed area of the building, then the same shall be paid by the land owner and developer proportionately.

(O) That the developer may purchase or enter into development agreement for the land adjacent to the Schedule

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land for the construction of multistoried building with amalgamation of the adjacent land and scheduled land altogether and land owner/s will have no objection regarding. the same in future.

(P) That the developer shall develop the land adhered to the laws and regulations by the Real Estate (Regulation and Development) Act & Rules, 2016. The developer shall also register the project in the RERA as per rules specified under law.

### DETAILS OF THE PROPERTY: SCHEDULE- I

All that piece & parcel land measuring 2550 square feet equivalent to 5.855 decimals more or less subject to actual measurement situated at Mohalla-Professor Colony, Mauza-Sheikhpura, Survey Thana-Phulwari, at present P.S.-Shastri Nagar, Distt- Patna bearing Thana no. 9, Tauzi No. 5767, Khata No. 385, Part of Survey Plot no. 312 (Three hundred twelve), Sub Plot No. A-21, Block-II, Type-A(2), within the Municipal Corporation, Sub Registration Office Patna Sadar and District Registration Office Patna, annual Ground Rent paid through Circle Office Patna Sadar and detailed & bounded as follows:-

Patna

Patna Sadar

Shekhpura

Phulwari

Nutan Rajdhani-2

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#### Revenue Details of property:

1. Name of the District-

2. Name of the Revenue Anchal-

3. Name of the Revenue Halka-

4. Name of the Revenue Village-

5. Revenue Thana no. -

6. Name of the Revenue Thana-

7. Zamabandi/page no. 43, Bhag present 41.

#### Boundary of the land:

Part Plot No. A-21 NORTH :-

Plot No. A-22 Sri Ajay Kumar Singh. SOUTH :-

20 feet wide Road. EAST

Plot No. A-23 Prof. D.K. Sharma WEST

B.N.College, Patna.

106/2 DIRECTOR

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Note:- Govt. value is mentioned at Code No. 073 & Zone-3 of M.V.R. 2016-17.

Which M.V.R. value of above land is ₹ 64,41,000/-(Rupees Sixty four lakh forty one thousand) only.

### SCHEDULE- II

### FEATURES AND SPECIFICATION OF UNITS

### STRUCTURE

- \* RCC Frame Structure with No. 1 brick Filler Walls.
- Earthquake resistant structure with Tata Steel/ Sail (Branded Company).

### FLOORING

\* Vitrified Tiles inside the drawing & dining hall and in the room.

### **DOORS & WINDOWS**

- \* Main Door & other all Decorative Panel and polished on front sides.
- \* Aluminium frame sliding windows.

#### KITCHEN

- \* Slabs are well Finished Granite Stone with Stainless Steel Sink and Drain Board, Glazed Tile dado wall up to 2' height over counter.
- \* Power plug will Hot & Cold Water Supply provision. Branded CP Fitting.

### TOILETS

\* Power plug for geyser in each Bathroom.

### **ELECTRICAL**

- \* Copper Wiring in Concealed P.V.C. Conduits, Sufficient light points.
- \* Modular type Switches of branded company.

### WATER

\* 24 hours fresh WATER SUPPLY FROM OWN TUBE WELL.

#### PARKING

\* Covered Car Parking space on ownership basis on Ground Floor/ Basement.

LIFT

SHIVMAATICONSTRUCTION PVILLES

James State Mount Nounder English oglosier

Automatic elevator with a capacity of 6 person.

### SECURITY

\* 24 Hours cable intercom system from the gate to all the flats of apartments for the greatest Security with CCTV Camera.

### GENERATOR;

was for was from

Silent Generator of Branded Company.

IN WITNESS WHEREOF the Land Owners and Developer have set their hands to this deed of Development Agreement with their free will and sound mind on the day, month and the year first above mentioned in the presence of the following witnesses.

WITNESSES :porterpotos Rosiday Appt. Signature of the Land Owners. Printed:-Drafted as per instructions by the parties :-(SANJEEV KUMAR) Advocate Advocate UDDYOGUI'S CHAMBER, 'Chamber', Collectorate Bar Association, Collectorate Bar Association, Patna. Patna'

### Endorsement of Certificate of Admissibility

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

Amt.Paid By N.J Stamp Paper Rs. 0/Amt.Paid By N.J Stamp Paper Rs. 151400/-

Registration Fee 21000 0 Hib O Kla O Lii O A8 D Klb 0 Ö H2 0 0 Lill 0 A9 0 DD o K1c Ö Mb 0 Ale 0 10 O 31 n K2 O n Na 0 Hla 0 32 0 Li TOTAL-21000

Service Charge

500

Registering Officer

Patna

LLR + Proc Fee

0

0

0

LIR

Total

Proc.Fee

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 21500

Date: 09/06/2022

Endorsement under section 52

Presented for registration at Registration Office, Patna on Thursday, 09th June 2022 by Prem Nandan Singh Nandan Singh by profession Others. Status - Executant

Bern nandan Singa 09) 06/2022 Signature/L.T.I. of Presentant

Date:09/06/2022

Registering Officer Patna

#### Endorsement under section 58

Execution is admitted by those Executants and Identified by the person ( Identified by 'Anup Kumar' age '38' Sex 'M', 'Ajay Kumar Singh', resident of 'G1 Pink Block, Patliputra, Patna'. ), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date: 09/06/2022

Registering Officer Patna

### Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 198 on pages on 313 -329, for the year 2022 and stored in CD volume No. CD-30 year 2022. The document no. is printed on the Front Page of the document.

Date: 09/06/2022

Token No.: 9472

Year: 2022 S.No.:

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Registering Officer Patna

Deed No . : d No . : 8569

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