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बिहार BIHAR

Serial No. 9643 Deed No. 10817

Govt. of Bihar
District Registry Office Patna
Summary of Endorsement

This document was presented for registration on 06/11/2020 by Rohit Khaitan. A Stamp Duty of Rs. 153200/- and other Fees of Rs. 41000/- 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. 10817 in Book No. 1 Volume No. 269 on pages from 144 to 174 and has been preserved in total 31 pages in C.D. No. 38 / Year 2020.

Date: 19/12/2020

Token No: 9892/2020

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

दस्तावेज की जाँच किया
दस्तावेज में अंकित वर्णों
विवरणी के अनुरूप सही पाया।

जीम निधिक
(अरुण कुमार महाराज)

SCANNED BY

DEVELOPMENT AGREEMENT

This Development Agreement made on the 06th Day
of November 2020 at Patna in the state of Bihar, India.

Page 1 of 26

For Jeevan Engicon Private Limited

Directed 11/12/2020

खसरा पत्रा में दर्ज नहीं है।

District Registry Office, Patna

Token Number 9892

Reg. Year 2020

Serial Number 9643

Deed Number

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Md. Tauheed Alam(M.Dir)						
Sig.	 06/11/2020						
Presented By	Rohit Khaitan						
Sig.	 06/11/20						
Executant	Rohit Khaitan						
Sig.	 06/11/20						
Identified By	Syed Zafer Sadique						
Sig.	 6/11/20						

SCORE Ver.4.0

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Biometric Captured By 2800sop028



हस्ताक्षरानुसारं प्रमाणित किया जाता है कि
उक्त पक्षों के द्वारा प्रमाणित किया गया है कि
उक्त पक्षों के द्वारा प्रमाणित किया गया है कि
उक्त पक्षों के द्वारा प्रमाणित किया गया है कि
उक्त पक्षों के द्वारा प्रमाणित किया गया है कि

अलग कुंजी प्रमाणित
विशेष, जिला नियंत्रण कार्यालय, पटना।

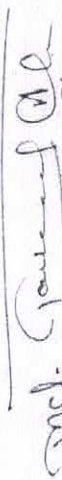
06/11/20

3.

WHEREAS, the party of first part is absolute, sole & exclusive owner of the property as more fully described in Schedule I and at the foot of this agreement and the same had been acquired by the party of first part, the 1st deed was purchased in the name of party of first part, Rohit Khaitan (Minor) son of Sri Hargovind Khaitan an area of 4 Katha equivalent to 5445 Square Feet at Survey Mauza Dujra village Rajapur, Mahal Bulbulchak, now known as Gulab Kunj, Khaitan Lane West Boring Canal Road, Survey Thana Digha Pargana Phulwari, District Patna under Plot Nos. 1179 by way Deed of Absolute Sale dated 01-03-1973 bearing Deed No. 1958, in Book No. 1, Volume No. 64, Pages 471 to 474 Executed and sold by Smt. Kamini Singh wife of Capt. Hari Kirti Singh resident of Village Narendrapur, P.S. Andar District Siwan and after obtaining the age of Majority the party of first part owned and possessed the same as absolute, sole & exclusive owner & the 2nd deed was purchased in the name of Hargovind Khaitan son of Late Dedraj Khaitan, an area of 4 Katha equivalent to 5445 Square Feet at Survey ~~Mauza Dujra~~ village Rajapur, Mahal Bulbulchak, now known as Gulab Kunj, Khaitan Lane West Boring Canal Road, Survey Thana Digha Pargana Phulwari, District Patna under Plot Nos. 1178 & 1179 by way Deed of Absolute Sale dated 01-03-1973 bearing Deed No. 1957, in Book No. 1, Volume No. 64 Pages 467 to 470 Executed and sold by Shri Shiva Kirti Singh son of Shri Shambhu Prasad Singh resident of Village Narendrapur, P.S. Andar District Siwan and from the date of purchase the said Shri Hargovind Khaitan owned and possessed the same as absolute owner.

AND WHEREAS, the said Shri Hargovind Khaitan son of Late Dedraj Khaitan resident of D74, Oakwood Estate, DLF Phase -2, Gurgaon had made and executed a Deed of WILL (in which property item No. 6 is concern to the schedule property) in favour of his only son namely Rohit Khaitan (The party of first Part) on 26-03-2013 and the said Will was registered in the office of District Sub Registrar, Gurgaon, on 26-03-2013, bearing Deed No. 1652, in Book No. 3, Volume No. 454, Page 12 and after lapse of time the said Hargovind Khaitan died on 29-08-2013 leaving behind his son Rohit Khaitan as his legatee over the property under his last WILL and after the death of Late Hargovind Khaitan the said his last WILL is read over and handed over the same to the legatee Rohit Khaitan in presence of all his other successors viz., wife, daughters and no one had objected or raised any claim over the same said last WILL as executed by Late Hargovind Khaitan in favour of his son, namely Rohit Khaitan.


For Jeevan Engineer Private Limited

ind.  Director
06/11/2020


06/11/2020

2.
Between


MR. ROHIT KHAITAN SON OF LATE HARGOVIND KHAITAN age about 54 Years, Resident of D-74, Oakwood Estate, DLF Phase-2, Akash Neem Marg, DLF City-2, Sikandarpur, Ghosi (68) Post Office: DLF Phase 2, Police Station : DLF Phase 2, Gurgaon, Haryana, Pin Code 122002, presently residing at E 4/1, Sector 26 A, DLF Phase 1, Gurgaon, Haryana, Pin Code 122002, by Nationality Indian, hereinafter referred to as the **FIRST PARTY** (which expression or term shall unless repugnant to mean and include his executors, Legal representatives, administrators, successors and assigns) of the **FIRST PART**, hereinafter referred to as the **LAND OWNER**, (which expression shall unless excluded by or repugnant to the context or meaning thereto mean and include his heirs, successors, executors, administrators, legal representatives, nominees and assignees) of the **FIRST PART**, having
PAN: ADPPK3850J Mob. No. 9811413399
AADHAR NO.32168117 9397,




06/11/2020

AND


M/S JEEVAN ENGICON PRIVATE LIMITED, a private limited Company duly incorporated & registered under The Indian Companies Act 2013 having its C.I.N. U45309BR2017PTC035312 having its registered office at Minhaj Nagar, Near Emarat-E-Shariah, Phulwari Sharif Police Station & Post Office Phulwari Sharif District Patna Pin Code 801505 (Bihar), represented through its Managing Director namely MD. TAUHEED ALAM SON OF MD. MAJEED ALAM, age about 38 Years, ADHAR NO. 209091719173, Resident of New Millat Colony, Sector - 2, Phulwari Sharif Post office & Police Station- Phulwari Sharif, District- Patna Pin Code 801505 (Bihar), by Nationality Indian, hereinafter referred to as the "**SECOND PARTY** (which includes its/his/their heirs, successors, assignees, administrators, legal representatives etc.,) and which expression unless repugnant to the context shall be deemed as party of the **SECOND PART**, having
PAN: AAECJ0453B Mob. No. 7250735735,

For Jeevan Engicon Private Limited


06/11/2020
Tnd. Ghatani




06/11/2020

AND WHEREAS, the Owners covenant that the aforesaid land ad measuring an area of 8 Katha (as per Title Documents), is in their exclusive possession with absolute right, title and interest and the same is free from all encumbrances, debts, lien, charges and attachments and in marketable condition and have in themselves good right, full power and absolute authority and title to transfer in the whole or part of the said property owned and possessed by them and they came and remained in peaceful physical and exclusive possession over the same as absolute Owners.

AND WHEREAS, the party of second part is a builder/developer company and develops multi-storeyed buildings/Apartments over lands as obtained by them by way of Joint Development Agreement/Sale Deed.

AND WHEREAS, the respective land revenue receipt has been issued in the name of land owner.

AND WHEREAS, the said land Owners are interested to develop and construct a multi-storeyed building complex over their respective land on conversion basis through a Developer. Subsequently, the directors of the Developer approached the Land Owners and showed their willingness to develop the Scheduled Property on conversion basis. After detailed discussions, the First part agreed to allow the above named Second party to develop the Scheduled Property on conversion basis, the details of which are clearly mentioned in Schedule-I of this development agreement.

AND WHEREAS, the above named Land Owners are seized and possessed of land or otherwise sufficiently entitled to transfer or enter into an agreement for Development with the Developer for construction of one or more multi-storeyed building complex over the Scheduled land.

AND WHEREAS, the landowner hereby declare that the property is free from all defects of title, lien charges and any type of acquisitions and neither under any Mosque/Temple/church land nor acquired by any religious Board/Trust, or land acquisition and the nature of land is Raiyati, and free from Ghair Majarua Aam and Khaas, Kaiser-E-Hind, Housing Board, Bhudan-Yojna etc.

For Jeevan Engicon Private Limited

Director
06/11/2020

5.

AND WHEREAS, the Land Owners and the Developer entered into a negotiation and on representation and declaration made by the Owners as hereinafter recorded and agreed upon between the parties hereto upon the terms and conditions hereinafter appearing.

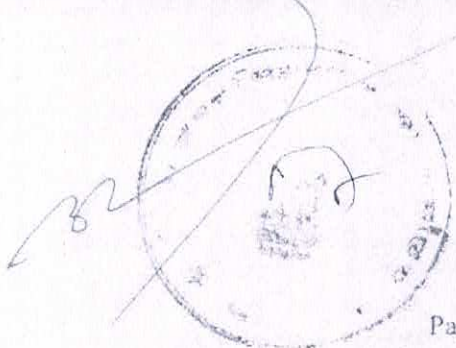
IT IS REPRESENTED & DECLARED BY THE LAND OWNERS:—

1. That the land fully mentioned in Schedule- I of this Development agreement is under their exclusive possession with absolute right, title & interest and is free from all encumbrances and they have full right and absolute authority and title to transfer and convey the whole or part of the said property, having full marketable title therein.
2. That there is no attachment either before or after the judgment and there are no claims, demands, suits, decrees, injunctions, orders, lis pendens, notices, petition or adjudication order affecting the said property or any part thereof.
3. That the Land Owners have not created any charge or encumbrances on the said property or any part thereof by way of sale, mortgage, exchange, lease, trust gift, assessment, rights, liens, agreement for leave and license, permission, rent, possession, charges, inheritance or any other encumbrance whatsoever.
4. That no notice or notification for acquisition/requisition under any statute of the past or presently enforce, have been received, served or passed by the Patna Regional Development Authority (Dissolved), the Patna Municipal Corporation OR the Competent Authority, Income Tax Department or any other government authorities for acquisitions or requisitions of the said land or any part thereof.
5. That except the above named Land Owner none else is entitled to or has any share, right, title and/or any interest over and in respect of the said property or any part thereof in any manner whatsoever.
6. That the Land Owners are neither a benamidar nor a Trustee for anyone in respect of the said property or part thereof. Landowner do hereby undertakes, that except him nobody is entitled to or has rights, title and interest in the said property and then it will be resolved, cleared, adjusted and compensated in exclusive share of landowner and builder/developer will have no concern with the same.

[Signature]
06/11/2020

For Kaveri Engineering Private Limited

[Signature]
06/11/2020



6.

7. That after negotiations, the aforesaid Developer offered and showed their willingness to construct one or more multi-storeyed building complex over the scheduled land at its own cost and expenses, hereinafter referred to as the "building/COMPLEX", and agreed to give and hand over 57% (fifty seven percent) of the total super built-up area to the Land Owners/ First part in the proposed multi-storeyed building complex in consideration for the value of the said property and the remaining area i.e. 43% (fortythree percent) of the total super built up area would be retained by the Developer as Developer's share in consideration of the cost of construction and both the parties will have absolute right, title and interest over their respective shares of the built-up area including parking space, roof top, basement, saleable and non-saleable areas after the construction of the building.

8. That after the sanction of the plan the parties will mutually prepare a document reflecting therein allocation of the different portions of the built up areas which will be signed by the parties and authenticated by a notary public and the same shall be deemed to have formed part of this agreement, and will be the basis for the purpose of sale and registration deeds to be executed in favour of the buyers of the respective parties, i.e. Land Owners and Developers area.

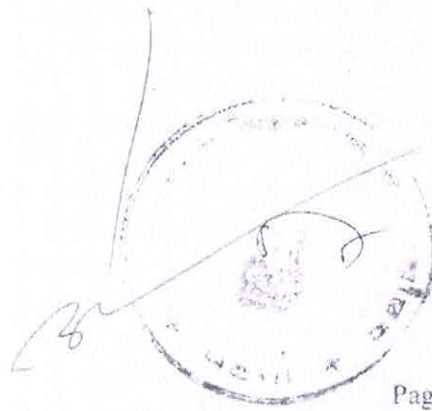
9. The Landowner will get the current land measurement done in the presence of the builder by the government approved Surveyor/Amin.

10. That the Land Owners shall reserve the right to transfer, gift, sell, lease, mortgage or alienate their rights in the said share of the land and the developments herewith, either partial or in full to a person or association of their choosing at any stage of the project and the Developers shall have no objection to it whatsoever. The said beneficiary shall step into the rights of the erstwhile Land Owners and shall enjoy all benefits and be subject to all obligations as he/they were the original Land Owners.

11. As a result of negotiation between the parties hereto and on the representation and declaration made by the Owners as herein above recorded an agreement for development of the said property has been arrived at between the parties hereto upon the terms and conditions hereinafter appearing.

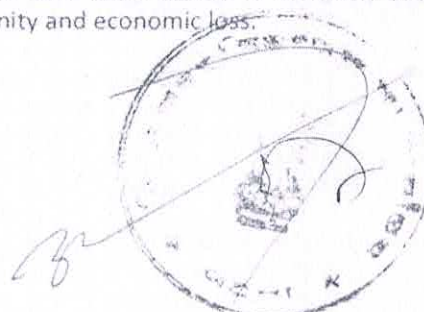
For Jeevan Engicon Private Limited

Director
06/11/2020



THE DEVELOPER FURTHER UNDERTAKES:—

1. That the builder/developer will develop and construct the proposed multi-storeyed building with all amenities therein and thereon and will give peaceful possession of landowner's area/share to the landowner within 36 Months from the date of approval of project plan/Bihar RERA, subject to a grace period of 6 months. In case the builder fails to complete the construction work within the stipulated time as mentioned above, then the developer will have to pay Rs. 1,50,000/- (One lakh Fifty Thousand only) per month, to the landowners till the completion of the proposed multi-storeyed building.
2. That between the parties it has been further agreed that the developer/builder, the second party, has paid a sum of Rs 1.50 Crores (Rupees one crore fifty lakhs only) per schedule II as non-refundable amount in favour of the landowner, the first party.
3. That the Developer has agreed to pay up till Rs. 18/- PSF towards consultancy charges for the main architect. In case the charges for the main architect exceeds this then the balance shall be reimbursed by the land owner, the party of the first part. All the other expenses shall be borne by the developer/builder, party of the second part.
4. That it is further agreed in between the parties that both parties want to create a building which shall be an iconic structure of Patna and might cost more to construct than an ordinary building of the city. The developer and the landowner have agreed to give their full cooperation in the process.
5. That it is further agreed between the parties that the developer is open to appointing architects from outside the city like Delhi or Mumbai who possess considerable brand value, even if their services cost most than the local authorities.
6. That the builder/developer shall indemnify and hold harmless the Landowner (including executors, Legal representatives, administrators, successors and assigns) from and against any liability, loss or expense (including reasonable attorneys' fees) arising out of: (a) the builder/developer's performance of his duties or responsibilities under this Agreement, including such loss or expenses arising from the builder/developer's or his agents' own wilful misconduct, negligence, or breach of this Agreement, (b) the death or bodily injury to any person or the destruction or damage to any property, (c) the breach of any building and/or sanction conditions (d) the breach of any intellectual property (e) the consequential loss and other losses of revenue, profit, use, financial opportunity and economic loss.



For Leewan Engineering Private Limited

Director

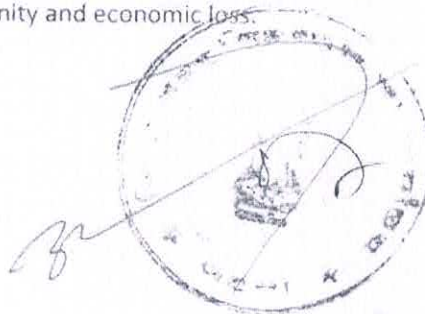
Ind. Patel

06/11/2020

06/11/2020

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5. That it is further agreed between the parties that the developer is open to appointing architects from outside the city like Delhi or Mumbai who possess considerable brand value, even if their services cost most than the local authorities.
6. That the builder/developer shall indemnify and hold harmless the Landowner (including executors, Legal representatives, administrators, successors and assigns) from and against any liability, loss or expense (including reasonable attorneys' fees) arising out of: (a) the builder/developer's performance of his duties or responsibilities under this Agreement, including such loss or expenses arising from the builder/developer's or his agents' own wilful misconduct, negligence, or breach of this Agreement, (b) the death or bodily injury to any person or the destruction or damage to any property, (c) the breach of any building and/or sanction conditions (d) the breach of any intellectual property (e) the consequential loss and other losses of revenue, profit, use, financial opportunity and economic loss.



For Jeevan Engineering Private Limited

Ind. Patel and Co.

Director

06/11/2020

06/11/20

8.

7. That the Developers shall make good and indemnify the Land Owners and always keep them indemnified and harmless in respect of all claims, damages, compensation, or expenses payable on account of any claims raised by subsequent purchasers of the Land Owners and the Developers share in the finished property for any reason whatsoever.

8. That if the Land Owners are ordered to attend a court or are requested or their presence is required by any other authority during or after the development / construction of this property / building regarding the construction of the building/flats he / they will empower the developers to attend the court/authority concerned on his behalf and the developer agrees to reimburse the owner fully in case an adverse order is passed or any compensation is ordered to be paid by the owner by any court, judicial authority or any other competent authority.

9. That the Developer undertakes and affirms that it has verified the Title Deeds and all the other relevant documents with respect to the Scheduled Property and it is satisfied with respect to the genuineness of the same.

10. That the Developer shall not do any act of commission, omission, expressly or impliedly, directly or indirectly by which the Land Owners' right, title and interest over the said property may in any manner be adversely affected.

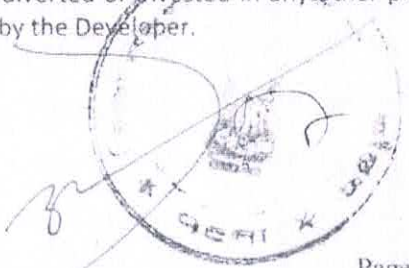
11. That during the course of the development, construction and completion of the said project on the said land the second party shall make proper provisions for security of the said land and the said project and shall be solely responsible for its safety and shall keep the Land Owners fully indemnified in order to protect their interests as laid out in this agreement.

12. That the Developer may mortgage its share to any financial institution for obtaining project loan which shall be used only for the purpose of this project and the repayment of the said loan will be the personal liability/ responsibility of the Developer and the land Owners will have no concern with the same. However the individual purchaser of the flats and car parking space may obtain loan from any financial institution or any other authority concerned for purchasing the flats and car parking space by mortgaging the said unit to be purchased by the intending purchaser.

13. The Developer will affirm and undertake all money / finance obtained as loan by pledging, hypothecation or mortgaging the said property shall be exclusively invested for the construction and development of the said building and such money will not be diverted or invested in any other project or any other purpose by the Developer.

06/11/2020

For Jeevan Engineering
Director
06/11/2020



14. That soon after execution of this Development agreement, the Land Owners will hand over all the attested photo copies of the relevant and necessary documents, which are required for the development of the land to the above named Developer. Whenever the original copy will be required by the Developer, the same will be shown by the Land Owners and finally handed over to the Building Society / Owners' Association after completion and hand over of the project.

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

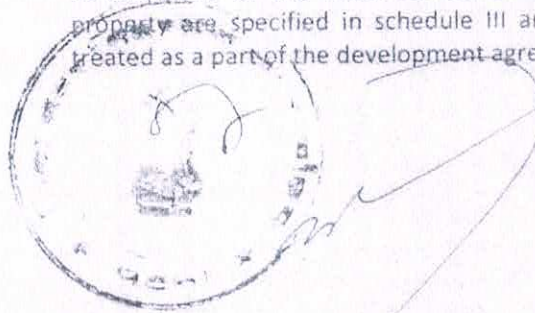
16. That the land Owners and the Developers are liable separately to pay Goods and Services Tax to the concerned department as demanded by the competent authority as against their respective share of the developed areas against the finished inventory of flats and other tenements.

17. After the delivery of the Land Owners area to the land Owners all out going in respect of the said property and the said building thereon shall be borne and paid by the Land Owners and the Developers and its nominees separately and proportionately in the proportion to their respective shares in the total super built-up area.

18. The word proportionately with all its cognates, variations whenever used in these presents shall mean the proportion in which the parties thereto and/or their nominees acquiring portions of the building are entitled to in the covered area in the building.

19. That the Developers have assured the Land Owners that the Developers and its Directors are entities / individuals of good standing with the local community and do not have any criminal / land grab / misappropriation matters pending against them. Should any such matters be discovered at a later date which has not been disclosed to the Land Owners, the Land Owners shall be at liberty to cancel the development agreement and take over the entire property without payment of any compensation to the Developers.

20. That the Developers shall seek prior approvals from the Land Owners or their agent/s before buying the materials for construction and development of the multi storied building on the property. The specifications of the materials and equipment that shall be used by the Developers for construction and development of the multi storied building complex on the property are specified in schedule III and the same is to be treated as a part of the development agreement.



For Jeevan Engicon Private Limited

And. *[Signature]* Director

06/11/2020

[Signature]
06/11/2020

21. That it is agreed by the second part that the construction of the proposed multi-storeyed building shall be of deluxe/superior quality and will be done as per the quality control and under proper supervision and guidance of the Developer. However, the Land Owners or their nominees shall have free hand and unfettered access to the construction site at all reasonable times and they shall be free to point out to the developer or their agents, sub-contractors or administrators and the Developers shall rectify such defective construction, workmanship or use of inferior materials at their cost immediately. If the Developers are not able to get the defects cured and on this score only, then the Developers will compensate all expenses and costs incurred by the Land Owners along with interest and compensation. The quantum of cost and expenses incurred by the Developer shall be determined by a registered valuer. The Land Owners shall also have the right to terminate the development agreement in such eventuality.

22. That the Developers hereby agree and undertakes to rectify all such defects as may be found or detected during the period of twelve months from the date of handing the multi-storeyed buildings to the Land Owners. If the Developers fail to rectify the defects pointed out or decline to cure such defects as pointed by the owner within forty-five days from the date of reporting to the Developers, the Land Owners shall be entitled to have such defects cured by such other agencies as it may deem fit at the entire cost and risk of the Developers provided further the Developers shall within seven days of the demand in writing made by the Land Owners to pay the costs incurred for such rectification make good the payments.

23. That the Developers shall complete the development and construction of the multi storeyed building in a manner that the building is entirely habitable for its occupants.

24. That after completion and handing over the flats and car parking space to the respective buyers including the land Owners, all inmates of the building with their joint efforts will form an Owners' Association or Management Committee and shall be bound to abide by the Rules and Regulations as may be framed by such organization from time to time and they shall be bound to contribute towards the cost of formation of Owners' Association or Management Committee and maintenance charge for maintenance of the building.

For Jeevan Engicon Private Limited

Director

Ind. Tare

06/11/2020



25. The nominees of the Developer shall own and hold portion of the building comprised in the Developer's area according to the standard agreement finalized by the Developer in consultation with the Land Owners. The Owners and his nominees shall be bound to hold and own portion of the Owners area in the said building on the same terms and conditions as contained in the aforesaid standard agreement and to execute similar Agreements but not against the building plan passed by the Patna Municipal Corporation OR the Competent Authority.

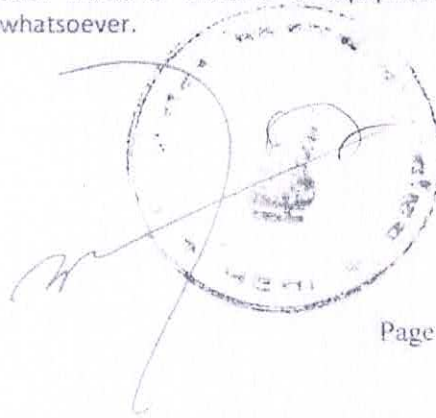
26. The common area shall be jointly owned by all the Owners of all the portion of the said building with equal and co-extensive entitlements to use all area and facilities intended for utilization by occupants of the said building on the same terms and conditions applicable to all such utilization. No Owners of any part of the said building will have any exclusive right, title and interest over the common area and common facilities except the right to common use.

27. Both the Owners and the Developer will jointly be entitled to all permissible future and/or horizontal development/ exploitation of the said property and the said complex thereof, in accordance with the Bye-laws, Rule and Regulations, as applicable. The construction, share owing and selling of all such additional built up area will be done on the similar terms and conditions as stated above.

28. That it is agreed and understood that until the project receives the occupation certificate/ delivery of possession, all maintenance charges shall be at the cost and expenses of the developer only.

29. That the Developer will bear all the costs related to water supply arrangement, sewerage connection, drainage with all fittings, amenities, electric fittings, water connection, electrification, generator, lift, intercom and any other costs which may be incurred till the final finishing and completion of the entire building but other charges like Electricity security deposit, Electricity transformer charges, clubhouse charges, and Maintenance deposit will be borne by the user / buyers of the land Owners area.

30. That during the course of construction all building materials and equipment used or to be used shall remain at the Developer's risk and the Developer shall not be entitled to any compensation from the first party for any damages, loss or destruction of such works or material or equipment arising from any cause whatsoever.



For Jeewan Engineer, Patna, Bihar, India.

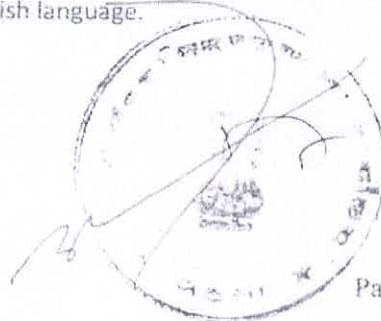
Encl. (Patna) 06/11/2020

06/11/2020

31. That if until the completion of building any case damage or harm occurs to the adjoining properties and / or neighbours, the Developer shall be fully responsible for all the consequences and shall keep the Land Owners fully indemnified.
32. That the Developers ~~shall not further transfer this contract without the consent of the Land Owners under any circumstances.~~
33. The Developer agrees that in case any fine or penalty is imposed on the said building for any alleged deviation from the sanctioned Plan resulting any excess construction of the built-up area then the same will borne and paid only by the Developer and also that the Developer will not violate any building bylaws.
34. That the Developer will ensure that the Land Owners are put in possession of their shares before the purchasers from the developers take their possession in the said multi storied building.
35. That after construction and completion of the proposed multi-storeyed building complex, the land Owners and the Developer will be the absolute Owners of their respective shares and will be fully entitled to sell, transfer or otherwise their respective shares as per the existing Government Rules.
36. That both the parties would have absolute right, title, and interest over their respective shares of super-built up area including parking space, rooftop, and basement, saleable and non-saleable areas after the construction of the building.
37. That all costs of stamping, engrossing and registration of this agreement and any other paper relating to this agreement shall be borne by the Developer.
38. That both the parties and their respective legal heirs/successor-in-interest will maintain the secrecy and will not disclose the financial matter involved in above transaction to any one in execution and registration of the proposed Development Agreement, sale of constructed built-up area except as and required by the relevant Government authority.
39. That in case of any dispute or difference between the parties arising out of relating to this Development Agreement the same shall be settled by reference of the dispute or difference to the Arbitrator appointed by both the parties to this Development Agreement. If the parties so agree, Such Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time and the territorial jurisdiction shall be at Patna, Bihar, India and the proceedings shall be conducted in English language.

For Jeevan Engicon Private Limited

and *(Signature)* Director
06/11/2020



40. That the Courts of Patna, Bihar, India shall have exclusive jurisdiction over all the matters or Dispute arising in respect of and from this agreement.

41. This Agreement shall be governed by and construed in accordance with the laws of the India.

42. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

43. If any part of this agreement is declared unenforceable or invalid, the remainder of the agreement will continue to be valid and enforceable.

44. This Agreement cannot be modified in any way except in writing signed by all the parties to this Agreement.

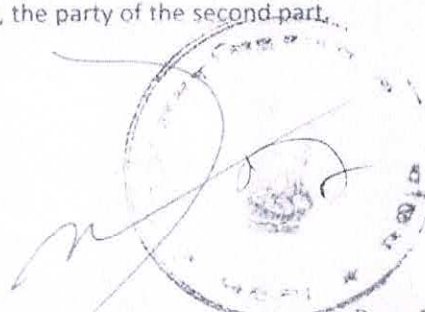
45. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.

46. The Agreement constitutes the entire agreement and understanding between the Parties to this Agreement and supersedes all prior communications, contracts, or agreements between these Parties with respect to the subject matter addressed in this Agreement, whether oral or written.

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

1. The Land Owners hereby appoint the aforesaid Developer as the Developer of the said property and grant permission to develop the aforesaid Land. The Developer hereby accepts from the Land Owners exclusive right, possession and license to develop the said property, fully described in Schedule-I of this Development agreement, hereinafter written in the manner and on the term and conditions hereinafter mentioned.

2. That the first party shall, after the signing of this agreement, physically measure the said plot and draw its lay out plan as per plot area and shall also construct a temporary boundary wall upon the said plot on all four sides. However, the cost for the ~~boundary~~ boundary wall shall be borne by developer/builder, the party of the second part.



For Jeevan Engicon Private Limited

Ind. Panchang Director
06/11/2020

06/11/2020

3. That the builder/developer shall do the dressing and sanitation of the said plot and ~~will also get separate electric/water connection upon the plot and also to make site office upon the plot after execution of this registered deed.~~

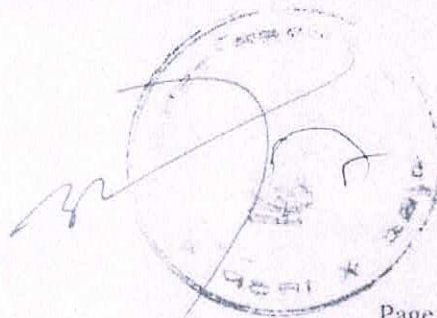
4. That it is further agreed that the payments received in lieu of sale of flats shall be received only by the respective share-holders as per the terms of this agreement and the subsequent share division document, duly notarized/registered by law and under no circumstances shall the monies be received by the other party who is not the true beneficiary.

5. That 57% (Fifty seven percent) of the Land Owners share in terms of flats ~~and other tenements~~ will be distributed on each floor equally / OR mutually decided on prorata basis, location of which will be mutually decided after sanction of the building plan of the proposed multi-storeyed building complex by the competent authority and entered into a share agreement distribution of marked units duly notarized.

6. That this agreement will not be treated as agreement for sale of property by the Land Owners to the Developers. The Developers would only be in de facto possession of the property till such time the parties complete their obligations under this contract. The Developer is only given a right to construct and develop a multi-storeyed building on the said property, and in consideration of the construction and development works, on completion of the property, Land Owners shall give 43% of the building complex to the Developer according to the registered distribution agreement.

7. That the said licence ~~to develop~~ the property will be personal to the Developer and under no circumstances the Developer will assign his title, right and interest to any other party, except with the prior written consent of the Land Owners. However, the Developer shall be entitled to enter into separate contracts in his own name with building contractors, engineers, architects, workers and others for carrying out the development at his own risks and costs.

8. That if any other adjacent land Owners/Owners becomes interested to develop his or their land through the above named Developer, then the Developers with the prior consent of the ~~Land Owners~~ may decide to amalgamate the said land with the land of the first part and to construct one or more multi-storeyed building complex over the entire amalgamated land at such terms and conditions at such terms as may be mutually agreed to between the parties to this agreement.



9. It is also agreed between the parties that immediately after execution and registration of this Development Agreement the Developer shall prepare a building plan or drawing, for the entire land through an approved architect who is acceptable to the Land Owners for construction of the proposed multi-storeyed building complex for getting clearance by appropriate Government Authority.

10. That it is agreed between the parties that the Developer will get the building plan approved in the name of the Land Owners under their signature and all the papers to be required for approval of the said building plan shall be provided by the Land Owners to the Developer before submitting the proposed building plan with the concerned authority.

11. It is agreed that before submitting the proposed building plan with the concerned authority, the Developers are under obligation to obtain necessary consent/permission from the Land Owners. The expenditure to be incurred to obtain such approval shall be borne and paid by the Developer. A copy of application and approval letter will also be given to the land Owners as a matter of record.

12. It is further agreed that in case of delay of more than two month after the signing of this document in submitting appropriate building plans for approval to the concerned authorities, the Land Owners shall at liberty to file the plans with the appropriate authorities and get it sanctioned at the cost and expense of the Developers.

13. That it is agreed by the parties that maximum FAR, heights and width for the building and the floors possible under the relevant provisions shall be utilised by the Developers including provisions for compounding guidelines. All such costs shall be borne only by the Developers.

14. That it is further agreed by the parties that any minor alteration in the aforesaid plan which is in the parameter of Patna Municipal Corporation OR the Competent Authority building-Rules & Regulation, which may permit necessary modifications can be carried out with the consent/permission of the Land Owners by the Developers.

15. There shall no alteration except within permissible limits to the map approved by the Patna Municipal Corporation OR the Competent Authority.

16. That any violation of building byelaws beyond permissible limits will be the sole responsibility of the Developer and not of the land Owners.

For Jeevan Eng:

and. S. Patel Director

06/11/2020

06/11/2020

16.

17. That after approval of the Plan from the competent authorities, the Developer shall immediately register the project under the provisions of Real Estate (Regulation and Development) Act, 2016, at its own cost and expenses.

18. That it is agreed between the parties to that both parties want to create a building which shall be an iconic structure of Patna and might cost more to construct than the ordinary buildings of the city. The Developer has assured the Land owners that he is prepared to meet the additional costs that may be incurred and extend his full co-operation in the process.

19. That is agreed between the parties that the Developers are open to appointing architects from outside the city like Delhi or Mumbai who possess considerable brand value, even if their services cost most than the local architects.

20. The parties have agreed that might take concept design from more than one architect before choosing the final architect / design team.

21. That is agreed between the parties that the Developers will ensure the best quality of construction with superior materials and workmanship.

22. That is agreed between the parties that the building should be so designed that all the bed-rooms, toilets, kitchen and drawing room and common areas shall have access to adequate sun-light and fresh air.

23. That it is agreed between the parties that the proposed multi-storeyed building complex shall be used for residential purpose, but before sanction of the proposed building plan by the competent authority the parties may mutually decide to change its usages.

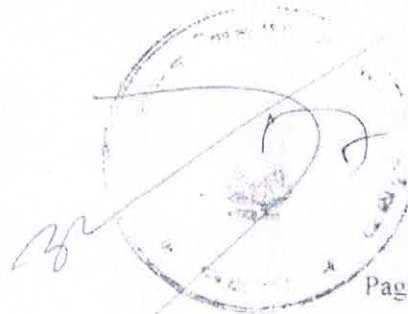
24. It is agreed to between the parties that the land lords can ask for their share of the developed property to be modified as per their requirements, in which case the differential cost of construction shall be paid or received by the land lords to / from the developers, as the case may be. The cost for this shall be certified by a competent third party valuer/architect.

25. That the Owners agreed to convey, transfer or assign to the Developer free from attachments, charges & encumbrances 43 % of undivided share in the developed property as mentioned in Schedule- I of this development agreement at and for consideration and on the terms & conditions mentioned hereinafter.

26. That Specific Division of share will be performed after obtaining Approved Plan Map from the Competent Authority.

For Jeevan Engicon Private Limited

and. *[Signature]*
06/11/2020



27. That all parties are liable to pay Taxes viz., GST income Tax as per their share.

28. The Developer and the Owners have jointly assessed that based on presently permissible FAR and as per the competent authority building bye-laws it shall be possible to construct built-up areas with an FAR of 2 as approved by the competent authority on the said property which shall be distributed over several floors of the said building and on that basis this agreement is being entered into by and between the parties. The parking space will also be on the same percentages i.e., Owners will have right of 57 % (Fifty seven percent) parking spaces, rooftop and basement as the Land Owners area in proportion of the land of Landowners /FIRST PART.

29. That it is agreed between the parties that the Developer will hand over 57 % (Fifty Seven percent) of the total super built-up area to the Land Owners in consideration for the value of the land and the Land Owners will be absolute Owners of the said 57 % (Fifty Seven percent) of the total super built-up area and will be free to transfer, mortgage, lease or sell the same to any intending or prospective parties and in that case the Developers will have no objection.

30. That the Developer/second part has agreed to construct the proposed multi-storeyed building complex at its own cost and expenses and in consideration of the cost of construction, the Developer will get and retain 43% (Forty three percent) of the total super built-up area, in the proposed multi-storeyed building complex as per allocation and the Developer will be free to transfer, sell or mortgage the aforesaid 43% (Forty three percent) of the Developers area/share and for that the Land Owners will have no objection.

31. The construction will be done as per the specifications mentioned in SCHEDULE- III of this development agreement.

32. That the Developer and or its nominees shall solely and exclusively be entitled to Developer's area i.e. 43% (Forty three percent) of the total super built up area as per allocation and shall have absolute right, title and interest over the Developer's area and they shall be fully entitled to transfer, convey, lease / rent otherwise alienate their interest in any manner as they deem fit and proper to any person, Association of persons, firm, body corporate, Co-operative Societies, government agencies etc. on such terms and conditions as may be decided by the Developer or its nominees individually or collectively and similar terms applied to Land Owners Area.

For Jeevan Engicon Private Limited

Ind. G. Patel Director

06/11/2020

06/11/2020