Serial No. 26249 Book No. :- 1 Deed No. 25007

Serial No. 26249 Deed No. 25007

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

This document was presented for registration on 23/10/2013 by Ajay Kumar Sinha
A stamp duty of Rs. 359000/- and other fees of Rs. 26525/- 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. 25007 in Book No. 1, Volume No. 548 on pages from 158 to 174 and has been preserved in total 17 pages in C.D. No. 85 / Year 2013

बिहार सरकार

Date: 23/10/2013 Token No: 26877 /2013

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

For MAITRI HOMES PVT. LTD.
Authorised Signatory
23/10/2013
MANAGING DIRECTOR

SCANNED

DEVELOPMENT AGREEMENT

This development agreement executed and entered into this 23 rd day of October, 2013.

BETWEEN

1. Sri Ajay Kumar Sinha alias Ajay Kumar &
2. Sri Vijay Kumar Sinha

both ~~sons of Sri Rajindar~~ Prasad and resident of Mohalla-Makhanpur Idhgah, P.S.- Alamganj, Distt.- Patna, Hereinafter collectively called and/ or referred to as the Land Owners (which expressions 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.

Ajay Kumar Sinha alias Ajay Kumar 23.10.2013

Vijay Kumar Sinha 23.10.2013

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Token Number 26877 Reg. Year 2013

	Name	Photo	Thumb	Index			
PresType							
Presented By	Ajay Kumar Sinha						
Sig.	Ajay Kumar 23.10.2013						
Executant	Ajay Kumar Sinha			N/A	N/A	N/A	N/A
Sig.							
Executant	Vijay Kumar Sinha						
Sig.	Vijay Kumar Sinha 23/10/2013						
Claimant	Avinash Srivastava (Dir)						
Sig.	Avinash K Srivastava 23/10/2013						
Identified	Rajendra Prasad						
	Rajendra Prasad 23-10-2013						

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Sch. XIV.—F.No. 180 V

रसीद मालगुजारी
नाम सर्कल। नाम मौजा मय
थाना वो थाना नम्बर

बिहारशरीफ, पटना। X
फरद मालगी / फरद रैयती। 89
नाम रैयत मय वल्दियत जमाबन्दी।
वो साकुनत। नम्बर

V

00868207

पूर्णा सिंह सकुनत	विजय कुमार सिन्हा	3866

अराजी नगदी 11 / अराजी भावली नहीं तफसील हिसाब लगान भावली।

08 1/2 डी०	बाकेडू प्रसाद	मौ० माधोडुमरांव

2140
541
1133

जोत का सालाना मांग मय तफसील (बकाया वो हाल) मौजुदा साल का।

2013-14 मांग बाबत		सालाना	बकाया				हाल
			तीन वर्ष से ज्यादा।	3रा वर्ष।	2रा वर्ष।	1ला वर्ष।	
मालगुजारी	(नकदी)	2.00				14.00	2.00
	(भावली)	0.50				3.50	0.50
सेस	...	1.00				7.00	1.00
*सूद	...	1.00				7.00	1.00
मुतफर्रकात	...	0.40				2.80	0.40
मौजान		4.90				34.30	4.90

W.P

तफसील अदायकारी। = 39.10

2013-14 अदायकारी बाबत		बकाया				मौजालया हाल	फाजिल
		तीन वर्ष से ज्यादा।	3रा वर्ष।	2रा वर्ष।	1ला वर्ष।		
मालगुजारी	(नकदी)				14.00	2.00	4
	(भावली)				3.50	0.50	
सेस	...				7.00	1.00	
*सूद	...				7.00	1.00	
मुतफर्रकात	...				2.80	0.40	
मौजान अदायकारी					34.30	4.90	= 39.10

(1) मौजान कुल (लफ्जों में) ~~उनतालिस रुपया दस पैसा मात्र~~
(2) नाम देहिन्दा
(3) कुल बकाया

दस्खत वो तारीख अमला तहसील

*खास महाल का बकाया मालगुजारी पर (लेकिन ऐसे बकायों पर जिन पर कि सार्टिफिकेट जारी हो) सूद नहीं लिया जाता है।

बि.स.मु.(राजस्व) 6-2011

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Sch. XIV.—F.No. 180 V

रसीद मालगुजारी
नाम सर्कल। नाम मौजा मय
थाना वो थाना नम्बर

V

बिहारशरीफ, पटना। X
फरद मालकी / फरद रैयती। 89
नाम रैयत मय वल्दियत जमाबन्दी।
वो रकबात। नम्बर 00868258

पहला खड़ा स्वर्गीय अजय कुमार सिन्हा 5415

अदाजी नगदी 11 अदाजी भावली पिन तफसील हिसाब लगान भावली।

0.85 डि०	राजेन्द्र प्रसाद	क्या:- सोलह डि

जौल का सलाना मांग मय तफसील (बकाया वो हाल) मौजूदा साल 2013-14

2013-14 मांग बाबत		सलाना	बकाया तीन वर्ष से ज्यादा।	3रा वर्ष।	2रा वर्ष।	1ला वर्ष।	हाल
माल– गुजारी	(नकदी)	2.00				14.00	2.00
	(भावली)	0.50				3.50	0.50
सेस ...		1.00				7.00	1.00
*सूद ...		1.00				5.00	1.00
मुतफर्रकात ...		0.40				2.80	0.40
मौजान		4.90				34.30	4.90

W.P

तफसील अदायकारी। = 39.20

2013-14 अदायकारी बाबत		बकाया तीन वर्ष से ज्यादा।	3रा वर्ष।	2रा वर्ष।	1ला वर्ष।	मौताल्बा हाल	फाजिल
माल– गुजारी	(नकदी)				14.00	2.00	0
	(भावली)				3.50	0.50	
सेस ...					7.00	1.00	
*सूद ...					7.00	1.00	
मुतफर्रकात ...					2.80	0.40	
मौजान अदायकारी					34.30	4.90	= 39.20

(1) मौजान कुल (तफसील में) तीन सौ पैंतीस डेसिमल शून्य पाँच मात्र

(2) नाम देहिन्दा

(3) कुल बकाया

दस्खत वो तारीख अमूला तहसीलदार

*खास महाल का बकाया मालगुजारी पर (सेवाय ऐसे बकायों पर जिन पर कि सर्टिफिकेट जारी हो) सूद नहीं लिया जाता है।

बि.स.मु (रामनवमी) 2-2014

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AND

M/s MATRI HOMES PVT. LTD., a Company incorporated under the Companies Act. 1956, having its office at 208, Nilamber Apartment, East Boring Canal Road, Patna-800001, through its Managing Director **Sri Avinash Srivastava** Son of Sri Rajendra Prasad Srivastava, Resident of 208, Nilamber Apartment, East Boring Canal Road, Patna-800001, Bihar, 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.**

RECITALS

The owners are seized and possessed of the property of Schedule No.1 fully described at the foot of this deed is the purchased property of the land owner **Sri Ajay Kumar Sinha alias Ajay Kumar** on 14.08.1987 through a registered deed of absolute sale from Sri Ram Saran Mahato son of Late Nandu Mahato by faith Hindu, by occupation Cultivation, resident of Mohalla- Math Lakshmanpur, Police Station Alamganj, in the District of Patna, which is Registered in the Office of the District Registration Office Calcutta in Book no. 1, Volume no. 124, pages 267 to 276, bearing Sale deed no. 8403/1987 on 14.08.1987 Measuring an area 8.5 Decimal. Since then he came in actual, physical, possession over the land as absolute owner and paying rent to the State of Bihar to Circle Office, Patna Sadar vide Zamabandi No. 3866/1.

And land measuring an area 8.5 Decimal is the purchased property of the land owner **Sri Vijay Kumar Sinha** on 14.08.1987 through a registered deed of absolute sale from Sri Ram Saran Mahato son of Late Nandu Mahato by faith Hindu, by occupation Cultivation, resident of Mohalla- Math Lakshmanpur, Police Station Alamganj, in the District of Patna, which is Registered in the Office of the District Registration Office Calcutta in Book no. 1, Volume no. 124, pages 277 to 285, bearing Sale deed no. 8404/1987 on 14.08.1987, Measuring an area 8.5 Decimal. Since then he came in actual, physical, possession over the land as absolute owner and paying rent to the State of Bihar to Circle Office, Patna Sadar vide Zamabandi No. 3866/1, II.

For MATRI HOMES PVT. LTD.
Avinash K. Srivastava
23/10/2013
MANAGING DIRECTOR

Ajay Kumar Sinha alias Ajay Kumar
23.10.2013

Vijay Kumar Sinha
23.10.2013

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AND WHEREAS, the said land Owners expressed his desire to develop the landed property and to construct multi-storied building bearing Thana no. 11 (Eleven), Khata No. 541 (Five hundred forty one), Survey Plot No. 1133 (One thousand one hundrod thirty three), Circle No. 71 (Seventy One), Ward No. 18/24, Sheet No. 141 (One hundred forty one), M.S. Plot No. 791 (Seven hundred ninety one), situated at Mauza-Sandalpur, Survey Thann- Patna City, at present P.S.- Alamganj, In the District of Patna in the State of Bihar, measuring an area of 17 Decimal (Seventeen Decimal) 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 Owners:-

(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 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/Competant 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 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 Owners are interested in getting constructed multi-storied residential flats on the said property and acquire super built up area in the shape of, residential

For MAITRI HOMES PVT. LTD.
Authorised Signatory
23/10/2013
MANAGING DIRECTOR

Ajay Kumar Sinha alias Ajay Kumar
23.10.2013

Vijay Kumar Singh
23.10.2013

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flats, parking spaces, etc. as consideration for the value of the lands of the said property when conveyed by the Owners to the Developers.

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

(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/Competant 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

For MATRI HOMES PVT. LTD.
MANAGING DIRECTOR

Ajay Kumar Sinha alias Ajay Kumar
23.10.2013
Vijay Kumar Sinha

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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 complex shall be "Matri Homes".

(6) That the developer agreed to hand over 50% (Fifty percent) of the total super-built up area to the land Owners 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 Owners with all amenities. However the developer will hand over entire First floor and entire Fourth floor along with 50% of the entire parking spaces to the land owners .

(7) That similarly, the developer will retain 50% (Fifty percent) of the total super built-up area of entire Second floor and entire Third floor alongwith 50% of the entire parking spaces. In the shape of flats 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.

(8) That it is further agreed by the parties that any alteration in the approved building plan within the parameter of the PRDA (dissolved)/PMC/Competant Authority building rules and regulation which may be deemed necessary during or after the sanction of the building plans shall be done by the developer with the prior consent of the land Owners and the developer

For MATRI HOMES PVT. LTD.
Authorised Signatory
23/10/2013
MANAGING DIRECTOR

Ajay Kumar Singh
23.10.2013

Ajay Kumar Singh
23.10.2013

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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 flat or building and demand share in the land.

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

(10) The Owners 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.

(11) That the builder will develop and construct the proposed building with all amenities therein on and give peaceful vacant possession of the Owners's area to the Owners within **Two Years** from the date of sanction of the building plan (map) and vacant possession of the schedule property given to the developer, with further grace period of **Six Months** (Six months). If developer failed to complete the construction in the said period then Rs. 50,000/- per month the builder will pay to the land owners.

(12) 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.

(13) That the land Owners are 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. If the developer failed to do

For MATRI HOMES PVT. LTD.
Authorised Signatory
23/10/2013
MANAGING DIRECTOR

Ajay Kumar Sinha alias Ajay Kumar
23.10.2013
Ajay Kumar Sinha
23.10.2013

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according to the specification given then the land lord has the right to object and do the correction as per specification given.

(14) 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, However, the stamp duty and all expenses towards registration shall be borne and paid by the purchasers only and in no case by the Owners.

(15) Form the date of delivery of possession of Owners's area to the Owners, the and 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.

(16) The 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 (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 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 snid developer directly or indirectly from the said property.

(17) 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 par of the Owens's area whenever required by the Developer.

(18) 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 Owners.

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

(20) AND WHEREAS after the Registration of this

For MAITRI HOMES PVT. LTD.
Ajay Kumar K Srinivasan
23/10/2013
MANAGING DIRECTOR

Ajay Kumar Srinivasan alias Ajay Kumar
23.10.2013

Vijay Kumar Gupta.
23.10.2013

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Development Agreement in Registry Office, the Owners 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.

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

(i) That the final /deed of the flat along with common areas and common facilities i.e. common verandah and balconies, lifts, common staircase, lawns, garden lands, setback areas, boundary wall, common parking areas, generators, fire fighting equipments, electrical installations in common areas, pipes fittings, all other fittings and fixtures meant for common areas, shall be executed and registered by the developer/promoter or the land Owners, as the case may be, as per sub-section (1) in favour of the prospective apartment purchasers.

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 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 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 Patna Regional development 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

For MAITRI HOMES PVT. LTD.
23/10/2013
MANAGING DIRECTOR

Ajay Kumar Sinha
23.10.2013

Vijay Kumar Singh
22.10.2013

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the Owners and its nominees(s) shall be bound to hold and own possession of the Owner's area in the said building on the same terms and conditions as contained in the aforesaid standard agreement and to execute similar agreement.

(I) 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.

(J) The Owners agree that if any levy is imposed by Patna Regional development authority PMC/Competant Authority 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.

(K) The Owners agree that in case any fine or penalty/ fee/fine to be imposed on the said building for any alleged deviation form 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.

(L) 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.

(M) That the Owners 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 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 Owners and the Owners shall keep the developer indemnified and development activities shall be free

For MATRI HOMES PVT. LTD.
Authorised Signatory
23/10/2013
MANAGING DIRECTOR

Arjun Kumar Sinha alias Arjun Kumar
23.10.2013

Vijay Kumar Singh
23.10.2013

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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 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 be 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) 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 Owners and 50% (Fifty percent) in the residential constructed area to the developer.

(G) The developer may form as it deems proper, a Co-operative 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 nominee/s of the developer shall own and hold possession of the building comprised in the developer's area according to the standard agreement finalized by the developer,

For MATRI HOMES PVT. LTD.
Authorised Signatory
23/10/2013
MANAGING DIRECTOR

Ajay Kumar Sinha alias Ajay Kumar
23.10.2013

Ajay Kumar Sinha
23.10.2013

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from all hindrances(s) so that the project may be completed in time.

(N) That the entire cost to be incurred for registration of this development agreement shall borne by the developer and the land Owners will have no concern with that.

(O) 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.

(p) That the separate agreement will be done for the distribution of the flats and accordingly a map plan will be sanctioned by the Competent Authority before the commencement of construction regarding the actual super builtup area and the distribution alongwith parking spaces.

(q) That only courts of Patna shall have the exclusive jurisdiction over all the matters of dispute arising in respect of and from this agreement.

(r) 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 Schedule land altogether and land owner/s will have no objection regarding the same in future.

For MATRI HOMES PVT. LTD.
23/10/2017
MANAGING DIRECTOR

DETAILS OF THE PROPERTY: .

SCHEDULE-1

Land measuring 17 Decimals more or less subject to actual measurement bearing Thana no. 11 (Eleven), Khata No. 541(Five hundred forty one), Survey Plot No. 1133 (One thousand one hundred thirty three), Circle No. 71 (Seventy One), Ward No. 18/24, Sheet No. 141 (One hundred forty one), M.S. Plot No. 791 (Seven hundred ninety one), situated at Mohalla- Parshuram Colony, Mauza- Sandalpur, Survey Thana- Patna City, at present P.S.- Alamganju, In the District of Patna in the State of Bihar, within the Municipal corporation area and under the sub-registrar, Patna City and District Registry Office Patna and Bounded as follows-

NORTH:- Koldar Mahato

Abhay Kumar Sinha
23.10.2017

Vijay Kumar Singh
23/10/2017

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SOUTH:- Land of Parsuram Nagar Sahakari Grih Nirman Samity Limited.

EAST:- Madhuri Devi

WEST:- Nala (Main Road).

Note :- Govt. value is mentioned at Code No. 117 & Zone - 2 of M.V.R. 2013-14,

which market value of above land is Rs. 1,78,50,000/- (Rupees One Crore Seventy Eight lac Fifty thousand) only.

SCHEDULE II

CONSTRUCTIONS SPECIFICATIONS

The Amenities and Specifications to be provided in the proposed Apartment named "Matri Homes" shall be as follows:-

(1) Foundation : As per the design of the structural Engineers.

(2) Structure: RCC Framed Structure.

(3) Super Structure : 5" thick 1st Class Burnt Brick Masonry in frames or as per the design of the Architect.

(4) Flooring: 1'6"X2'0" Marbles or ISO Certified 2'0" X2'0" Vitrified Tiles in all rooms and halls. 1'0"X1'3" Marbles or 12"X12" Ceramic tiles in Bathrooms & Kitchens up to door level only.

(5) Doors : Sal Wood Frames and water proof flush doors panel, painted with two coats of synthetic enamel paints over a coat of primer.

(6) Windows: Fully Glazed aluminium windows.

(7) Toilets : 7'0" high glazed tiles dado, white glazed Branded vitreous sanitary wares, good quality chromium plated fittings of Jaquar or equivalent Brand, One hot and cold point in each bathroom.

(8) Kitchen : Granite platform, 2 ft. high glazed tiles dado over it, steel kitchen sink.

(9) Electricals : Concealed copper wiring of Havels or equivalent brand, Modular switches and accessories of ISI mark, one telephone & T.V. points in hall & Master bed room, Sufficient Lighting & Fan Points in each rooms and Drawing/ Dining Hall.

(10) Internal Finishes : Sand Cement Plaster on walls covered with plain POP. paints will be charged extra.

(11) External Finishes : Sand Cement plaster covered with 2

For MATRI HOMES PVT. LTD.
23/10/2013
MANAGING DIRECTOR

Ajay Kumar Sinha alias Ajay Kumar
23.10.2013
Vijay Kumar Singh,
23.10.2013

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coats of weather coat /enamel emulsion paint.
(12) Light in Kitchen & rooms shall be charged extra
(13) Single Phase Electric & 500 watt Generator connection.
(14) Intercom connection.
(15) Lift: of standard quality/Kavla shall be provided with V.V.F. Drive arrangements.
(16) Fire Safety : shall be provided as per the sanctioned plan.
(17) Water Supply: through deep tube well submersible pump of crompton or equivalent brand of sufficient capacity.

IN WITNESSES WHEREOF, the parties have executed this deed of development agreement on the date, month and year first mentioned above it.

WITNESSES:-

1. Rajeshwar Prasad Nagar Nirman Bhawan Near Gandhi Maidan Patna
S/O Late Kali Pd.
H.No 309
Rajsa Archi Bansi Colony
Patna-3
23-10-2013

1. Nagar Nirman Sahkari Bank Ltd. Patna
23-10-2013
Signature of Land owners.

2. Mridul Kumar
S/o Madan M. Srivastava
Near D.R. Kali Mandir
Road No- 8 P.S. Patel Nagar

For MAYUR HOMES PVT. LTD.
Authorised Signatory
23/10/2013
Signature of Developers.

Printed By:-
Sanjeev Kumar
UDDYOGIJI'S CHAMBER,
Collectorate Bar Association
Patna.

Drafted as per instruction of the parties.
(Dr. ASHI. KUMAR SINHA "UDDYOGIJI")
Advocate
'Chamber', Collectorate Bar Association,
Patna

23/10/2013

23/10/2013

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Endorsement of Certificate of Admissibility

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

Stamp duty paid under Indian Stamp Act Rs. 359000/-
Stamp duty paid under Municipal Act Rs. 0/-

Amt.Paid By N.J Stamp Paper	Rs.	0/-
Amt.paid through Bank Challan	Rs.	385525/-

Registration Fee

FEE Payable

A1	0	C	0	H1b	0	K1a	0	Lii	0		
A8	0	D	0	H2	0	K1b	0	Liii	0		
A9	0	DD	0	I	5000	K1c	0	Mb	25		
A10	0	E	21000	J1	0	K2	0	Na	0		
B	0	H1a	0	J2	0	Li	0				
								TOTAL-	26025		

LLR + Proc Fee		Service Charge
LLR	0	500
Proc.Fee	0	
Total	0	

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 26525

Date: 23/10/2013

Registering Officer
Patna

Endorsement under section 52

Presented for registration at Registration Office, Patna on Wednesday, 23rd October 2013 by Ajay Kumar Sinha S/O Sri Rajindar Prasad by profession Others. Status - Executant

Ajay Kumar Sinha alias
Ajay Kumar
Signature/L.T.I. of Presentant 23.10.2013

Date:23/10/2013

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Rajendra Prasad' age '60' Sex 'M', 'Late Kali Prasad', resident of 'Birsa Adivashi Colony,back Of Bisconan Colony,gulzarbagh,patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 23/10/2013

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 548 on pages on 158 -174 , for the year 2013 and stored in CD volume No. CD-85 year 2013 .The document is printed on the Front Page of the document.

Registering Office
Patn

Date : 23/10/2013

Token No. : 26877 Year : 2013 S.N 26249 SCORE Ver.3.0 Deed No . : 25007

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Serial No. 12456 Circle:- Patna City Book No. 1- 4 Deed No. 1143

Govt. of Bihar
District Registry Office ,Patna
Summary of the agreement

Serial No.:-12456 Deed No.:1143

This document was presented for registration on 04/12/2014 by Sanjay Kumar
A stamp duty of Rs. 20400/- and other fees of Rs. 20525/- has been paid in it.
The document was found admissible. The names, photographs and fingerprints and signatures of the executants, and their identifiers who have admitted execution before me, are affixed on the reverse page.
The document has been registered as Deed no. 1143 in Book No. 1, Volume No. 249 on pages from 519 to 535 and has been preserved in folio / Misc. D. No. [illegible] / Year 2014

Signature with Date
(Rishi Kumar Sinha)
Registering Officer, Patna

Date: 04/12/2014 SCORE 3.0 Token No.: 12706 / 2014

SCANNED

DEVELOPMENT AGREEMENT

This development agreement executed and entered into this 4th day of December, 2014.

BETWEEN

Sri Sanjay Kumar son of Sri Vijay Prakash, resident of Mohalla- Math Laxmanpur, Koiri Tola, P.O.- Gulzarbagh, P.S.- Alamganj, Distt.- Patna, Hereinafter collectively called and/ or referred to as the **Land Owner** (which expressions shall unless to be repugnant to the context or meaning thereto, mean and include his heir, Administrators, Executors, legal representatives and / or successors-in-interest) of the **FIRST PART.**

4/12/2014

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District Registry Office, Patna

Token Number 12706 | Reg. Year 2014 | Serial Number 12456 | Deed Number [illegible]

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Avinash Srivastava (Dir)						
Sig.	Avinash K. Srivastava 4/12/14						
Presented By	Sanjay Kumar						
Sig.	4/12/2014						
Executant	Sanjay Kumar	N/A	N/A	N/A	N/A	N/A	N/A
Sig.							
Identified By	Indra Mani Prasad						
Sig.	04.12.14						

IRE Ver.3.0 Powered by [illegible] System and Solutions, Patna Biometric Captured By 2800sop006



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AND

M/s MATRI HOMES PVT. LTD., a Company incorporated under the Companies Act, 1956, having its office at 208, Nilamber Apartment, East Boring Canal Road, Patna-800001, through its Managing Director Sri Avinash Srivastava Son of Sri Rajendra Prasad Srivastava, Resident of 208, Nilamber Apartment, East Boring Canal Road, Patna-800001, Bihar, 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.

RECITALS

The owner is seized and possessed of the property of Schedule No.1 fully described at the foot of this deed is the purchased property of Smt. Bindu devi wife of Sri Sanjay Kumar on 08.10.2003 through a registered deed of absolute sale from Sri Ramanand Sah son of Late Basudeo Sah, resident of Village- Banjhi, P.S.- Deodand, District- Godda, at present residing at Sahr Pathology, Jail Road, P.S.- Nagar, District- Dumka, Jharkhand, which is Registered in the Office of the Sub Registration Office Patna City in Book no. 1, Volume no. 158, pages 155 to 170, bearing Sale deed no. 4301/2003 on 09.10.2003 measuring an area 4.5 Decimal. Since then she came in actual, physical, possession over the land and She died leaving behind her husband namely Sri Sanjay Kumar. After death of his wife he is come in actual physical possession over the land as absolute owner and paying rent to the State of Bihar to Circle Office, Patna Sadar vide Zamabandi No. 8916.

AND WHEREAS, the said land Owner expressed his desire to develop the landed property and to construct multi-storied building bearing Thana no. 11 (Eleven), Tauzi No. 303, Khata No. 542 (Five hundred forty two), Survey Plot No. 1128 (One thousand one hundred twenty eight), situated at Mohalla-Parshuram Colony, Mauza- Sandalpur, Survey Thana- Patna City, at present P.S.- Alamganj, In the District of Patna in the State of Bihar, measuring an area of 4.5 Decimal (Four point five Decimal) more or less, is competent enough to give the

For MATRI HOMES PVT. LTD.
Avinash Srivastava
MANAGING DIRECTOR

4/12/2014

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aforesaid land on conversion basis to the aforesaid developer.

(A) It is further represented and declared by the 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 Owner 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/Competant 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 Owner 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 Owner is interested in getting constructed multi-storied residential flats on the said property and acquire super built up area in the shape of, residential flats, parking spaces, etc. as consideration for the value of the lands of the said property when conveyed by the Owner to the Developers.

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

For MATRI HOMES PVT. LTD.

DIRECTOR/MANAGING DIRECTOR

4/12/2014

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(C) As a result of the negotiations between the parties hereto and on the representation and declarations made by the 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 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 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 (dissolved)/PMC/Competant 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 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 complex shall be "Ma[illegible]".

(6) That the develo[illegible] agreed to hand over 50% (Fifty percent)

For MATRI HOMES PVT. LTD.
Authorised Signatory
4/12/2014

4/12/2014

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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 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's area to the Owner with all amenities.

(7) That similarly, the developer will retain 50% (Fifty percent) super built-up area alongwith 50% of the parking spaces developed in this land. In the shape of flats 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 super built-up area.

(8) That it is further agreed by the parties that any alteration in the approved building plan within the parameter of the PRDA (dissolved)/PMC/Competant 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 flat or building and demand share in the land.

For MATRI HOMES PVT. LTD.

Authorised Signatory

4/12/14

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

(10) The 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.

(11) That the builder will develop and construct the proposed building with all amenities therein on and give peaceful vacant possession of the Owner's area to the Owner within **Two and half Years** from the date of sanction of the building plan (map) and vacant possession of the schedule property given to the developer, with further grace period of **Six Months** (Six months).

(12) 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.

(13) That the land Owner are 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. If the developer failed to do according to the specification given then the land-lord has the right to object and do the correction as per specification given.

(14) 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, However, the stamp duty and all expenses towards registration shall be borne and paid by the purchasers only and in no case by the Owner.

(15) Form the date of delivery of possession of Owner's area to the Owner, the [illegible] and the Developer and /

For MATRI HOMES PVT. LTD.

Authorised Signatory DIRECTOR

2/12/2014

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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.

(16) The 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 Owner 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.

(17) 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 par of the Owens's area whenever required by the Developer.

(18) Similarly the Owner 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.

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

(20) AND WHEREAS after the Registration of this Development Agreement in Registry Office, 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.

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

(i) That the fi[illegible]eed of the flat along with common areas

For MATRI HOMES PVT. LTD.

Authorised Signatory

DIRECTOR

4/12/2014

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and common facilities i.e. common verandah and balconies, lifts, common staircase, lawns, garden lands, setback areas, boundary wall, common parking areas, generators, fire fighting equipments, electrical installations in common areas, pipes fittings, all other fittings and fixtures meant for common areas, shall be executed and registered by the developer/promoter or the land Owner, as the case may be, as per sub-section (1) in favour of the prospective apartment purchasers.

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 Owner,

(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 built-up area beyond the area already sanctioned by the Patna Regional development authority, shall be distributed between the Owner and developer in the same proportion, as mentioned herein above.

(D) The Owner 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 Owner 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 said property including the deeds etc. however, the original

For MAITHI HOMES PVT. LTD.
Authorised Signatory

4/12/2014

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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 be 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) more than the mentioned total area, the Owner 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 developer.

(G) The developer may form as it deems proper, a Co-operative 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.

(H) The nominee/s of the developer shall own and hold possession of the building comprised in the developer's area according to the standard agreement finalized by the developer, the Owner and its nominees(s) shall be bound to hold and own possession of the Owner's area in the said building on the same terms and conditions as contained in the aforesaid standard agreement and to execute similar agreement.

(I) 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 provided for utilization by the occupants of the said building on the said terms and conditions

For MATRI HOMES PVT. LTD.

Authorised Signatory

4/12/2014

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.

(J) The Owners agree that if any levy is imposed by Patna Regional development authority PMC/Competant Authority 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.

(K) The Owners agree that in case any fine or penalty/ fee/fine to be imposed on the said building for any alleged deviation form 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.

(L) 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.

(M) That the Owners 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 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.

(N) That the entire cost to be incurred for registration of this development agreement shall borne by the developer and the land Owners will have no concern with that.

(O) That in case of any dispute or differences between the parties arising out of relating to this development

For MATRI HOMES PVT. LTD.

Director

4/12/2019

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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.

(p) That the separate agreement will be done for the distribution of the flats and accordingly a map plan will be sanctioned by the Competent Authority before the commencement of construction regarding the actual super builtup area and the distribution alongwith parking spaces.

(q) That only courts of Patna shall have the exclusive jurisdiction over all the matters of dispute arising in respect of and from this agreement.

(r) 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 Schedule land altogether and land owner/s will have no objection regarding the same in future.

For MATRI HOMES PVT. LTD.
DIRECTOR

DETAILS OF THE PROPERTY:

SCHEDULE-1

Land measuring 4.5 Decimals more or less subject to actual measurement bearing Thana no. 11 (Eleven), Tauzi No. 303, Khata No. 542 (Five hundred forty two), Survey Plot No. 1128 (One thousand one hundred twenty eight), situated at Mohalla- Parshuram Colony, Mauza- Sandalpur, Survey Thana- Patna City, at present P.S.- Alamganj, in the District of Patna in the State of Bihar, within the Municipal corporation area and under the sub-registrar, Patna City and District Registry Office Patna and Bounded as follows-

NORTH:- Part Plot No. 1128 of Sri Ram Babu Mahto.
SOUTH:- Smt. Mamta Devi.
EAST:- Survey Plot No. 1126.
WEST:- Part Plot No. 1133.

Note :- Govt. value is mentioned at **Code No. 117 & Zone - 2** of M.V.B. 2014 (w.e.f. 10.10.2014).

which market value of above land is Rs. 34,20,000/- (Rupees Thirty four lac twenty thousand) only.

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SCHEDULE II

CONSTRUCTIONS SPECIFICATIONS

The Amenities and Specifications to be provided in the proposed Apartment named "Matri Homes" shall be as follows:-

(1) Foundation : As per the design of the structural Engineers.
(2) Structure: RCC Framed Structure.
(3) Super Structure : 5" thick 1st Class Burnt Brick Masonry in frames or as per the design of the Architect.
(4) Flooring: 1'6"X2'0" Marbles or ISO Certified 2'0" X2'0" Vitrified Tiles in all rooms and halls. 1'0"X1'3" Marbles or 12"X12" Ceramic tiles in Bathrooms & Kitchens up to door level only.
(5) Doors : Sal Wood Frames and water proof flush doors panel, painted with two coats of synthetic enamel paints over a coat of primer.
(6) Windows: Fully Glazed aluminium windows.
(7) Toilets : 7'0" high glazed tiles dado, white glazed Branded vitreous sanitary wares, good quality chromium plated fittings of Jaquar or equivalent Brand, One hot and cold point in each bathroom.
(8) Kitchen : Granite platform, 2 ft. high glazed tiles dado over it, steel kitchen sink.
(9) Electricals : Concealed copper wiring of Havels or equivalent brand, Modular switches and accessories of ISI mark, one telephone & T.V. points in hall & Master bed room, Sufficient Lighting & Fan Points in each rooms and Drawing/ Dining Hall.
(10) Internal Finishes : Sand Cement Plaster on walls covered with plain POP. paints will be charged extra.
(11) External Finishes : Sand Cement plaster covered with 2 coats of weather coat /exterior emulsion paint.
(12) Loft : in Kitchen & rooms shall be charged extra.
(13) Single Phase Electric & 500 watt Generator connections.
(14) Intercom connection.
(15) Lift: of standard quality/Kevin shall be provided with V3F Drive arrangements.
(16) Fire Safety : shall be provided as per the sanctioned plan.
(17) Water Supply: through deep tube well submersible pump of crompton or equivalent of sufficient capacity.

For MATRI HOMES PVT. LTD.
Authorised Signatory / DIRECTOR

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IN WITNESSES WHEREOF, the parties have executed this deed of development agreement on the date, month and year first mentioned above it.

WITNESSES:-

1. Indra Mani Pandey
S/o - Sri Ram Balak Sahni
At vill - Sandalpur
Po - Mahendara
PS - Bahadur Pur
Dist. - Patna
4.12.14

2
Mridul Kumar
S/o - H. L. Srivastava
Club Road Ara - 802301
4/12/14

4/12/2014
Signature of Land owner.

For SUTRI HOMES PVT. LTD.
Aninda Kr Srivastava
4/12/14
MANAGING DIRECTOR
Signature of Developers.

Drafted as per instruction of the parties.

Printed By:-
(Sanjeev Kumar)
UDDYOGIJI'S CHAMBER,
Collectorate Bar Association
Patna.

4/12/14
(Dr. ANIL KUMAR SINHA "UDDYOGI")
Advocate
'Chamber', Collectorate Bar Association,
Patna

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Endorsement of Certificate of Admissibility

...ge under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian ...AC, 1899, Schedule 1 or 1-A, No. '05'. Also admissible under section 26(a) of the B. T. Act.

...mp duty paid under Indian Stamp Act Rs. 70400/-
...ii.Stamp duty paid under Municipal Act Rs. 0/-

Amt.Paid By N.J Stamp Paper	Rs. 0/-
Amt.paid through Bank Challan	Rs. 96925/-

FEE PAID

Registration Fee

A1	1000	C	0	H1b	0	K1a	0	LI	0
A8	0	D	0	H2	0	K1b	0	LII	0
A9	0	DD	0	I	5000	K1c	0	Mb	25
A10	0	E	20000	J1	0	K2	0	Na	0
B	0	H1a	0	J2	0	LI	0		
								TOTAL:-	26025

LLR + Proc Fee		Service Charge
LLR	0	500
Proc.Fee	0	
Total	0	

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 26525

Registering Officer
Patna

Date: 04/12/2014

Endorsement under section 52

Presented for registration at Registration Office, Patna on Thursday, 04th December 2014 by Sanjay Kumar S/O Sri Vijay Prakash by profession Others. Status - Executant

संजय कुमार
4/12/2014

Registering Officer
Patna

Signature/L.T.I. of Presentant Date:04/12/2014

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Indra Mani Prasad' age '36' Sex 'M', 'Ram Balak Sahni', resident of 'Sandalpur,mahendru,bahadurpur,patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 04/12/2014

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna In Book 1 Volume No. 2190 on pages on 319-335 for the year 2014 and stored in CD volume No. CD-41 year 2014 .The document no. is printed on the Front Page of the document.

Registering Office
Patna

Date : 04/12/2014
Token No. : 12706

Year : 2014 S.No. : 12456

SCORE Ver.3.0

Deed No. : 1147

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बिहार BIHAR

541(Five hundred forty one), Survey Plot No. 1133 (One thousand one hundred thirty three), Circle No. 71 (Seventy One), Ward No. 18/24, Sheet No. 141 (One hundred forty one), M.S. Plot No. 791 (Seven hundred ninety one), Land measuring 17 Decimals more or less subject to actual measurement, within the Municipal corporation area and under the sub-registrar, Patna City and District Registry Office Patna and Bounded as follows-

NORTH:-	**Koudar Mahato**
SOUTH:-	**Land of Parsuram Nagar Sahakari Grih Nirman Samity Limited.**
EAST:-	**Madhuri Devi**
WEST:-	**Nala (Main Road).**

BETWEEN

1. **Sri Ajay Kumar Sinha alias Ajay Kumar &**
2. **Sri Vijay Kumar Sinha** both sons of Sri Rajindar Prasad and resident of Mohalla- Makhanpur Idhgah, P.S.- Alamganj, Distt.- Patna, in the state of Bihar, Indian citizen hereinafter referred to as the **"LAND OWNERS"**.

AND

M/s MATRI HOMES PVT. LTD., a Company incorporated under the Companies Act. 1956, having its office at 208, Nilamber Apartment, East Boring Canal Road, Patna-800001, through its Managing Director Sri Avinash Srivastava Son of Sri Rajendra Prasad Srivastava, Resident of 208, Nilamber Apartment, East Boring Canal Road, Patna-800001, Bihar,, hereinafter referred to as the**"DEVELOPER"**

1. That as per the said Development Agreement the share of the land owners was finally determined as Fifty percent (50%) of the total super built up area, Common Area and parking Area.

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2. That the multistoreyed Apartment named "**MATRI HOMES**", constructed by the Developer and the Developer has, as per the terms of the Development Agreement, offered the Land Owners to take possession of the their respective share i.e. 50%.

3. That on calculation and in view of the share of the property, the following area in different floors of this multistoryed Apartment are being allotted to the Land Owners:- **Share of Land Owner's namely Sri Ajay Kumar Sinha alias Ajay Kumar & Sri Vijay Kumar Sinha.**

Flat no.	**Floor**
101, 102 & 103	First Floor.
401, 402 & 403	~~Second~~ Fourth Floor.

Along with 6 (Six) Reserved car parking spaces on Ground Floor.

4. That on calculation and in view of the share of the property, the following area in different floors of this multistoryed Apartment are being allotted to the Developer :-

Flat no.	**Floor**
G-01, G-02 (657 sq.ft.) & G03.	Ground Floor.
201, 202 & 203	Second Floor.
301 & 302.	Third Floor.

Along with 8 (Eight) Reserved car parking spaces in Basement Floor.

5. That after the calculation of shares of both the parties and allotment made on its basis alongwith other adjustments made between the parties with mutual consent, no claim of either party survives.

6. That the owners are free to make use of the share handed over to them and utilize the common space and other common

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facilities provided by the Developer for this multi storeyed Apartment named "**MATRI HOMES**".

7. That the construction on terrace, servant room and other ground floor construction etc. shall be distributed later on with the mutual consent of both the land owners and developers.

In witness whereof the abovenamed Land Owners and Developer have executed these presents on the day, month and year first above written after going through the contents of this Agreement for Settlement and fully understanding the implications of this transaction in the presence of belownoted attested witnesses who also signed hereunder in their presence.

Witnesses :-

1. Mrityunjay Kumar
S/o M.P. Srivastava
Boring Road Patna

Ajay Kumar Sinha

Vijay Kumar Sinha

Signature of the Land Owners.

2. अरुण कुमार
पिता - शिवमनोहन सिंह
पटेल नगर पटना
अरुण कुमार

Arvind Kr Srivastava

Signature of the Developer

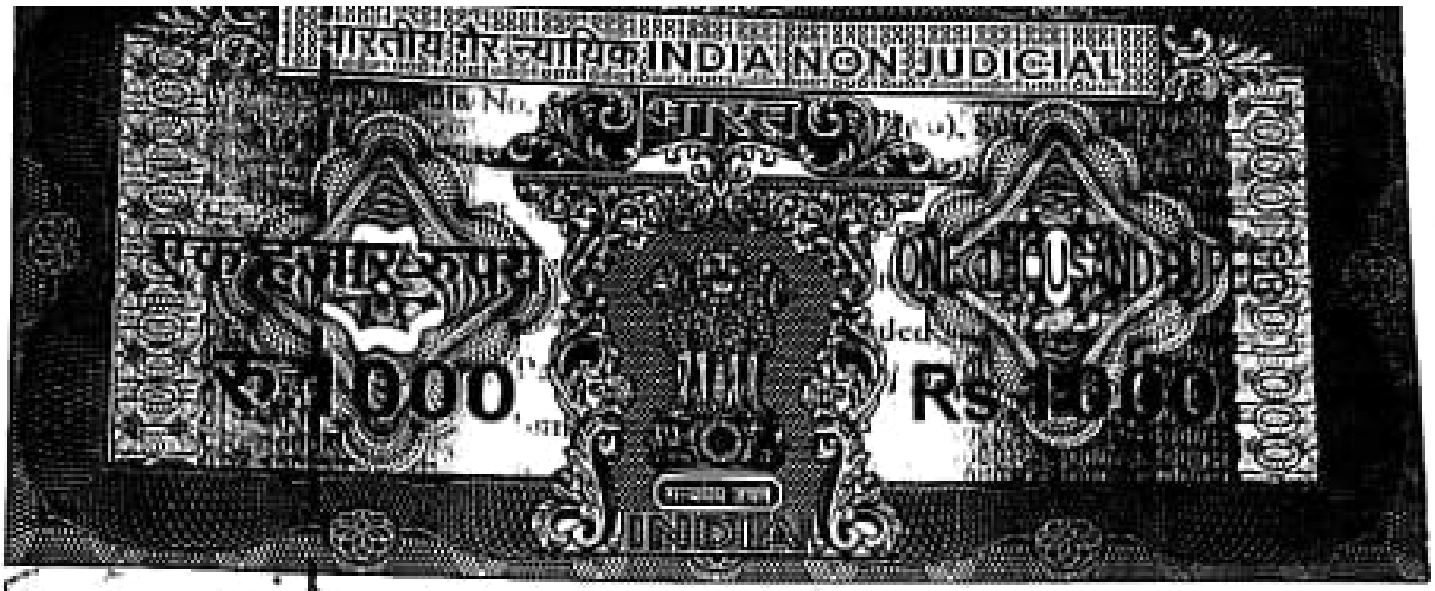
Drafted as per instruction of the parties.

Jay Anand

Printed By:-
(Manoj Kumar) Advocate
UDDYOGIJI'S CHAMBER,
Collectorate Bar Association
Patna.

chamber of Advocate
(Dr. ANIL KUMAR SINHA, "UDDYOGI")
Advocate
'Chamber', Collectorate Bar Association
Patna

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बिहार BIHAR

X 863552

क्र० सं०...119...ता०...11.4.11...मूल्य...सीट नं०...
क्रेता का नाम एवं पता...

हरबिन्दर पाल सिंह मुद्रांक विक्रेता
लां० नं०–13/2005 सभाहरणालय, पटना

SHARE DISTRIBUTION BETWEEN LAND OWNER AND DEVELOPER

The deed signifying the handing over of the share property to the owners by the Developers hereinafter showeth:-

1. That there was Registered Development Agreement bearing Deed No. **11472/2014** dated **04.12.2014**, which is registered in the Office of District Registrar **Patna** in Book No. **1**, Volume No. **269**, **Q.D.-41/2014**, pages **319** to **335** for construction of a multi storied building situated at Mohalla- Parshuram Colony, Mauza- Sandalpur, Survey Thana- Patna City, at present P.S.- Alamganj, In the District of Patna in the State of Bihar, bearing Thana no. 11 (Eleven), Tauzi

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No. 303, Khata No. 542 (Five hundred forty two), Survey Plot No. 1128 (One thousand one hundred twenty eight), Land measuring 4.5 Decimals more or less subject to actual measurement, within the Municipal corporation area and under the sub-registrar, Patna City and District Registry Office Patna and **Bounded as follows-**

NORTH:- **Part Plot No. 1128 of Sri Ram Babu Mahto.**

SOUTH:- **Smt. Mamta Devi.**

EAST:- **Survey Plot No. 1126.**

WEST:- **Part Plot No. 1133.**

BETWEEN

Sri Sanjay Kumar son of Sri Vijay Prakash, resident of Mohalla- Math Laxmanpur, Koiri Tola, P.O.- Gulzarbagh, P.S.- Alamganj, Distt.- Patna, in the state of Bihar, Indian citizen hereinafter referred to as **the "LAND OWNER".**

AND

M/s MATRI HOMES PVT. LTD., a Company incorporated under the Companies Act. 1956, having its office at 208, Nilamber Apartment, East Boring Canal Road, Patna-800001, through its Managing Director **Sri Avinash Srivastava** Son of Sri Rajendra Prasad Srivastava, Resident of 208, Nilamber Apartment, East Boring Canal Road, Patna-800001, Bihar,, hereinafter referred to as **the"DEVELOPER"**

1. That as per the said Development Agreement the share of the land owners was finally determined as Fifty percent (50%) of the total super built up area, Common Area and parking Area.

2. That the multistoreyed Apartment named **"MATRI HOMES"**, constructed by the Developer and the Developer has, as per the terms of the Development Agreement, offered the Land Owners to take possession of the their respective share i.e. 50%.

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3. That on calculation and in view of the share of the property, the following area in different floors of this multistoryed Apartment are being allotted to the Land Owner:-

Flat no.	Floor
G-02 (741 sq.ft.)	Ground Floor.
303	Third Floor.

Along with 1 (one) Reserved car parking spaces on Ground Floor.

4. That on calculation and in view of the share of the property, the following area in different floors of this multistoryed Apartment are being allotted to the Developer :-

Flat no.	Floor
G-01, G-02 (657 sq.ft.) & G-03.	Ground Floor.
201, 202 & 203	Second Floor.
301 & 302	Third Floor.

Along with 8 (Eight) Reserved car parking spaces on Ground Floor.

5. That after the calculation of shares of both the parties and allotment made on its basis alongwith other adjustments made between the parties with mutual consent, no claim of either party survives.

6. That the owners are free to make use of the share handed over to them and utilize the common space and other common facilities provided by the Developer for this multi storeyed Apartment named "MATRI HOMES".

7. That the construction on terrace, servant room and other ground floor construction etc. shall be distributed later on with the mutual consent of both the land owners and developers.

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In witness whereof the abovenamed Land Owners and Developer have executed these presents on the day, month and year first above written after going through the contents of this Agreement for Settlement and fully understanding the implications of this transaction in the presence of belownoted attested witnesses who also signed hereunder in their presence.

Witnesses :-

1. MRIDUL KUMAR
S/o M. P. SRIVASTHAVA
BORING ROAD PATNA

2. अरविंद कुमार
पिता विश्वमोहन सिंह
पटेल नगर पटना
अरविंद कुमार

संजय कुमार

Signature of the Land Owners.

Signature of the Developer

Drafted as per instruction of the parties.

Printed By:-
(Manoj Kumar) Advocate
UDDYOGIJI'S CHAMBER,
Collectorate Bar Association
Patna.

Chamber of
(Dr. ANIL KUMAR SINHA, "UDDYOGI") Advocate
Advocate
'Chamber', Collectorate Bar Association
Patna

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