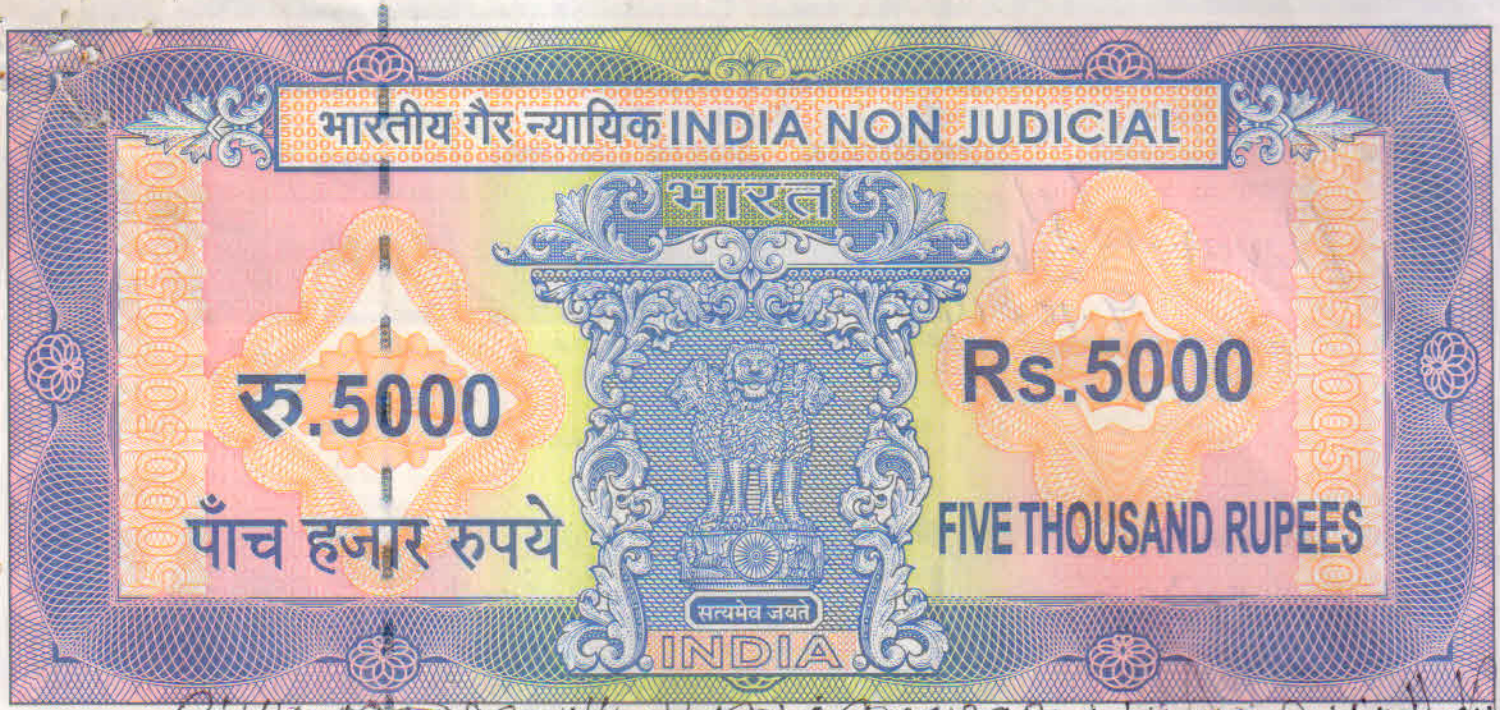
Serial No. 15106 Book No. :- 1 Deed No. 14668



बिहार BIHAR 564124

Serial No. 15106 Deed No. 14668

बिहार सरकार
जिला निबंधन कार्यालय, गया

पृष्ठांकन का सारांश

दिनांक **09/10/2014** को **Shivanand Prasad Singh** द्वारा यह दस्तावेज निबंधनार्थ उपस्थापित किया गया । इसमे रू0 **618340** मुद्रांक शुल्क एवं रू0 **20445** निबंधन तथा अन्य शुल्क का भुगतान किया गया। दस्तावेज ग्राह्य पाया गया । जिन ले ख्यकारियों ने मेरे समक्ष इसका निष्पादन स्वीकार किया उनके तथा उनके पहचानकर्ता के नाम, फोटो, अंगुलियों के निशान एवं हस्ता क्षर पीछे अंकित हैं। इसे दस्तावेज सं0 **14668** के रूप में पुस्तक सं0 **1** की जिल्द सं0 **210** के पृष्ठ सं0 **50** से **67** तक **CD 33** में आज निबंधित एवं कुल **18** पृष्ठों में संधारित किया गया ।

सुकुमार झा
निबंधन पदाधिकारी

दिनांक– **09/10/2014** टोकन नं. 15297 / 2014

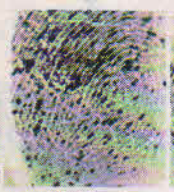
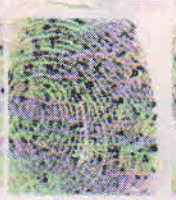
DEVELOPMENT AGREEMENT

This development agreement executed and entered into this 09 th day of Oct 2014

[1]

District Registry Office,Gaya

Token Number 15297 | Reg. Year 2014 | Serial Number 15106 | Deed Number 1466

PresType	Name	Photo	Thumb	Index	Middle	Ring	L.S.
Presented By	Shivanand Prasad Singh						
Sig.	Shivanand Prasad Singh 9.10.14						
Claimant	Muskan Construction Pvt. Ltd.	N/A	N/A	N/A	N/A	N/A	N/A
Sig.							
Executant	Rajkumari Devi						
Sig.	राजकुमारी देवी 9.10.14						
Executant	Shivanand Prasad Singh						
Sig.	Shivanand Prasad Singh 9/10/14						
Executant	Rajesh Kumar						
Sig.	Rajesh Kumar 9/10/2014						
Claimant	Rajesh Kumar (M D)						
Sig.	Rajesh Kumar 9/10/2014						
Identifier	By Sanjeev Kumar						
Sig.	Sanjeev Kumar. S/o - Satchidranjan Lal 9/10/2014						

Cg.10

Shivanand Prasad Singh

9/10/14

BETWEEN

(i) Sri Shivanand Prasad Singh, Aged about 66 Years son of Late Ashutosh Prasad Singh PAN CARD NO- EVWPS4906J

(ii) Smt. Rajkumari Devi , Aged about 58 Years wife of Sri Shivanand Prasad Singh, resident of Village- Barma, P.S.- Gurua, District- Gaya PAN CARD NO-APMPS2453N

(iii) Sri Rajesh Kumar , Aged about 38 Years son of Sri Shivanand Prasad Singh , PAN CARD NO- AJEPK0012F resident of 904, Dheeraj Valley Towers, Mohan Gokhale Path, Sai Baba Complex, Goregaon, Mumbai-400067, India self and as constituted attorney on behalf of her Sister **Kumari Jyotsna** D/o Sri Shivanand Prasad Singh, resident of Pandooi Kothi, R.K. Bhattacharya Road, Patna Bihar, India presently residing at 6025, Sweet Creek Road, JohnsCreek, GA 30097, USA constituted vide power dated 28/05/2013 by Sungyuhn Ham, Gwinnett County, Notary Public, Georgia, USA by Nationality, Indian, Hereinafter collectively called and/ or referred to as the **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.**

AND

Muskan Constructions Pvt. Ltd., Regd. Office G-70, P.C Colony, Kankarbagh, Near Rajendra Nagar Over Bridge, P.S. – Kankarbagh, Patna –800020, Town and District Patna. A company incorporated under the companies Act 1956, having it's Registration No. U45-200BR-2001-PTC 9627 through it's Managing Director **Shree Rajesh Kumar** ,Aged about 39 Years Son of Shree Arjun Prasad Sinha, resident at G-70, P.C. Colony, Kankarbagh near Rajendra Nagar Over Bridge, P.S. – Kankarbagh, Patna –800020, Town and District Patna, 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. PAN CARD NO-AAICM8185H

Shivanand Prasad Singh 9/10/14

Executed the deed of development Agreement

9/10/14

9/10

Whereas as the property of Schedule No.1 fully described at the foot of this deed is the purchased property of the Kumari Jyotsna and Srimati Rajkumari Devi wife of Sri Shivanand prasad Singh, both resident of village- Barma, P.S.- Gurua, District- Gaya, through a Registered sale deed executed by Dr. Sukriti Ranjan Gupta son of Late Dr. Sukumar Gupta, resident of Mohalla- GewalBigha, P.S.- Civil Lines, Town and District-Gaya, which is Registered in the Office of the District Registrar Gaya in Book no. 1, Volume no. 35, pages 474 to 482, bearing Deed No. 4952/1980 on 26.03.1980 prepared on 09.04.1980 measuring an area 17.5 Decimal.

AND Srimati Rajkumari Devi wife of Shivanand Prasad Singh village- Barma, P.S.- Gurua, District- Gaya and Sri Ashutosh Prasad Singh son of Late Babu Rajeshwari Prasad Narain Singh, resident of Village- Pandooi, P.S.- Jehanabad, District- Gaya through a Registered sale deed executed by Dr. Sukriti Ranjan Gupta son of Late Dr. Sukumar Gupta, resident of Mohalla- Gewal Bigha, P.S.- Civil Lines, Town and District-Gaya,at present residing at B/F-5, Tagore Garden, New Delhi, 110027, which is Registered in the Office of the District Registrar Gaya in Book no. 1, Volume no. 35, pages 494 to 500, bearing Deed No. 4954/1980 on 26.03.1980 prepared on 09.04.1980 measuring an area 27 Decimal. That Ashutosh Prasad Singh died leaving behind his only son Shivanand Prasad Singh, and said Shivanand Prasad singh came Exclusive possession over the property as only legal heiers and since then he came in actual, physical, possession over the land fully described in Schedule no.1 at the foot of this deed along with Rajkumari devi and and mutated their name in State Sirista and paying rent to the State of Bihar to Circle Office, Nagar Anchal Gaya.

It is partinenet to mentioned here that an area of 487 sq ft. i.e. 1.11 dec. being previously part of purchased lands under deed no 4954 of 1980 being also part of plot no- 43 under khata no 16 corresponding to municipal surrvy plot no 4045 Was exchanged with Dr. Vijay Kumar Jain Son of Late Manna Lal Jain, resident of Mangaldeep, Near Commissioner Residence, West Church Road, P.S.- Rampur, Town and District- Gaya. Which is registered in the Office of District Registry

9.10.14

9/10/14

executed the deed of Development Agreement

9/10/14

Office, Gaya in Book No. 1, Volume No. 184, C.D. 29, pages 364 to 373 bearing Deed No. 12928/2013 on 17.06.2013.

AND WHEREAS, the said land owner expressed his desire to develop the landed property and to construct multi-storied building on municipal survey plot no. 4045 (Part), Khata No. 16, Tauzi No. 2493 situated at Mauza- Sipahi Lane, Thana Town Gaya, Thana No. 8, Pargana & District- Gaya, Block- B & C, Ward No. IX, measuring an area of 6 Kathas 10 dhoors equivalent to 8846 sq.ft. (approx) or say 20.311 Dec. more or less out of total area of 19380.64 sqft. Or say 44.5 Dec, is competent enough to give the 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 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 Gaya Municipal Corporation, 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-cum-

9/10/14

Witness - Sanjeev Kumar
S/o - Sri Chitranjan Lal
Residence- Rikeshwar Bhawan
East Rajendra Nagar Road No-
13'C' Patna - 800016

9/10/14

DL 40 BR-0120/20 162671

commercial building on the said property and acquire super built up area in the shape of, residential-cum-commercial Offices/Shops/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-cum-commercial building on the said property of the owners (hereinafter referred to as the said building) and the owners wanted and agreed to acquire Offices/Shops/Flats/ parking spaces etc. 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-cum-commercial 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 Gaya Municipal Corporation or any other competent Authority.

(3) That the developer will be exclusively responsible for any accident or incident to be caused during the period of construction

9.10

Witness Ravi Ranjan
S/o Sri Narendra Kumar
G-71, P.C Colony
Kankarbagh, Patna- 800020
9/10/14

9/10/14

and they will be responsible and answerable before court of law for the same. The land Owners will not be responsible for the same in any way.

(4) That the entire multistoried building shall be constructed by the developer and the entire cost to be incurred for construction shall be borne by the developer including the cost of sewerage, drainage with all fittings, amenities, electric fittings, water connection, electrification, generator, lift, intercom etc. till the final finishing and completion of the entire building to make them habitable for the land Owners and other inmates of the building.

(5) The name of the proposed multistoried residential-com-commercial building shall be **"Shivraj Plaza"**, or as mutually agreed upon by both the parties.

(6) That the developer agreed to hand over 50 percent) of the total super-built up area to the land Owner in consideration of the cost of land and building in shape undivided share with all right, title and interest in the said building. For the use and occupation of the land Owners as absolute Owners the all right and absolute title and possession over the same with an exclusive right to transfer, convey, sell grant lease or otherwise alienate their interest to any person or persons, association of person, firm, body corporate etc. on such terms and conditions as they may deem fit and proper. That the developer will first hand over possession of the constructed owner's area to the owner with all amenities.

(7) The land owners received Rs 2,00,000/- only non-refundable amount for the execution of the aforesaid development agreement from the aforesaid Developer by way of following manner :

Chq. No	Date	Bank	Amount	In favour of
032910	21.06.2014	B.O.I, Patna	2,00,000/-	Shivanand Pd. singh

(8) That similarly, the developer will retain 50 % of the total super built-up area. In the shape of flats/shops/offices and car parking spaces in consideration of cost of construction with an absolute, correct 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.

(9) That it is further agreed by the parties that any alteration in the approved building plan within the parameter of the Gaya Municipal Corporation or any other competent orthority building rules and regulation which may be deemed necessary during or after the sanction of the building plan shall be done by the developer with the prior consent of the land Owners and the developer may alter such changes at its own risk and expenses. If any further construction will be made then the same shall be distributed between the land Owners and the 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.

(10) 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.

(11) 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.

(12) That the builder will develop and construct the proposed building with all amenities therein on and thereon and give peaceful vacant possession of the Owner's area to the Owners within **36 months** from the date of sanction of the building plan, with further grace period of **6 Months** (Six months). If the building is not completed within the above period then the owner will be entitled to charge damages at the rate of Rs. 3000/- per month till the completion of the building. The period of completion is subject to the principle of force majeure, fire, tempest, neighbor problem, handing over of vacant possession of the entire premises, owners problem or other inevitable act, God or Government effecting

work, then so much of the time as is so lost will be further added to the period of completion.

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

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

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

(16) Form the date of delivery of possession of Owner's area to the Owners, the land or its allottees and the Developer and /or its allottees shall jointly have or be deemed to have undivided right, title and interest over the total land of the said properties in the proportion of their respective share in the said building even without any further act, deed, matter done by the Owners in this regard.

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

(18) The developer shall be entitled to enter into agreement for sale, or otherwise allot units in the Developer's area in the said building and which does not form par of the Owens's area whenever required by the Developer.

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

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

(21) 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.

(22) That after the completion of the construction of the building project developer/promoter/land owner 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 lobby 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 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 super built-up area beyond the area already sanctioned by the Gaya Municipal corporation or any other competent Authority shall be distributed between the Owners and developer in the same proportion, as mentioned herein above.

(D) The Owners will deliver to the developer and/or its duly authorized representative, certified copies/photo copies of all original title deeds documents and papers relating to the said property for complete examination of the Owner's title thereto and the Owners agree to co-operate with the developer in such examination of the Owner's title and to answer and/or comply with all reasonable requisitions that may be made by the developer and/or its representative in this regard to establish a marketable title to the said property.

(E) The developer shall be entitled to retain only photocopies/Certified copies of the original documents pertaining to the said property including title deeds etc. however, the original documents will be produced by the Owners for inspection and photocopies will be given whenever required by the developer. However finally all the original documents shall he handed over to the Owner's society/association of Owners/allottees of UNITS.

(F) The construction of the said building will be super deluxe quality and the detailed specification is to be attached and part of the agreement and if the developers manage to construct any additional area (within the approved norms) more than the mentioned total area, the Owners and the developers will share the additional area in said ratio i.e. 50 % (Fifty percent).

(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, 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 Gaya Municipal Corporation 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) claming 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 Owner 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 he conducted under the provisions of the arbitration & conciliation Act, 1996 as amended from time to time at Gaya.

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

(q) 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.

(r) At the time of finale registration condition amount would be fixed as per prevailing govt. rate & on the basis of sport verification.

DETAILS OF THE PROPERTY:

SCHEDULE-1

Land measuring .6 Kathas 10 dhoors equivalent to 8846 sq.ft. (approx) equivalent 20.30 Dec more or less, subject to actual measurement bearing municipal survey plot no. 4045 (Part), Khata No. 16, Tauzi No. 2493 situated at Mohalla – West Church Road, Mauja Sipahi Lane, Thana Rampur, Thana No. 8, District- Gaya, Block- B & C, Ward No. old IX, & present Ward no 32 within the Gaya Municipal corporation area and under the district/sub-registrar, Gaya, and **Bounded as follows-**

NORTH:- Govt. Road & Indra Devi

SOUTH:-Gaya Collage main road

EAST:- Dr. Surendra p.d & D.r Vijay kr. jain

WEST:- Sri Paltan singh & Gopal Sharan singh & others

Note :-Land situated at commercial Main road at Govt. value Rs 3,06,67,000./- (Rupees Three core six Lakh sixty seven thousand) only.

SCHEDULE II

FEATURES AND SPECIFICATIONS OF the Multi-storied Building [Subject to consultant decision of Elevation of the said building]

A. FLOOR & FINISH:

1. The flooring in the living room, bedroom, drawing/dining area, kitchen and balcony will be of marble flooring with minimum 24" X 24" / Vitrified tiles.

2. The flooring in bathrooms and toilets will be of mat finished ceramics tiles.

3. Ceramic/glazed tiles will be provided in toilets up to full height from finished floor level and in kitchen it will be up to ht. of 24" from kitchen plat form. Kitchen platform should be Granite.

B. SANITARY WARE & FITTINGS:

1. All Water closet and washbasins will be in white ceramic, with low level white cisterns made up of PVC of ISI mark (all sanitary were Hindware/ Parryware)

2. All top fittings will be of chromium-plated brass of standard make (Essco).

3 G.I. pipe should be of Tata or Jindal or I.S.I. approved make and all P.V.C. pipe to be of standard make with I.S.I. making.

C. KITCHEN PLATFORM & SINK:

Top of kitchen platform will be of Granite with steel sink.

D. DOORS & WINDOWS:

1. All door frames will be made of locally available Sal wood, door shutters will be of factory made 32 mm thick hard core water proof I.S.I. mark flush door shutters painted with two coats of synthetic enamel paint over a coat of primer.

2. Window shutter to be fully glazed and framed with hard Aluminum shutter covered with 4mm pin headed glass and Grill which will be finished with enamel paint.

3. The main door will be provided with a height latch, magic eye and an aldrop. All other door fittings will be of anodized aluminium. The doors of bedrooms will have aldrops. The other doors will be provided only with door bolts.

WALLS AND OTHER CIVIL WORKS:

1. Interior walls will be decorated by plaster of paris with one coat of cement primer.

2. Exterior wall will be finished with walls putty and to coats of good Quality of weather coat finish.

3. Brick work, R.C.C., Outer & inner plaster as well as material should be as P.W.D specification.

PLUMBING AND WASTE WATER LINES:

1. All concealed plumbing for supply water will of CPVC pipes of standard company and external soil or waste water lines will be PVC pipe/Hume pipe in a two stack system.

2. Commode, Indian Pan, Wash basin should be of standard make like Hindware, Parryware, Cera etc. but of white colour.

ELECTRICITY SUPPLY AND WIRING:

1. Wiring will be concealed and suitable for 3-phase supply. The actual supply may, be of single or 3-phase in accordance with rules and regulations of Bihar State Electricity Board in force at the time the complex is energized by them. If the Bihar State Electricity Board requires space within the compound to erect a transformer, the flat-owners shall be deemed to give permission to Muskan Constructions Pvt. Ltd. for allotment of such space. The company and Bihar State Electricity Board will decide location of transformer and main board. If three-phase wiring is carried out inside flats, the landowners shall make extra payment to builder on actual basis.

2. Each flat will be provided with a separate meter located on the main electrical panel board. A separate meter (s) for common services will be provided on main electrical board.

3. All bedrooms, living and dining areas shall have 1 (one) plug point, 2 (two) light points, 1 (one) fan point, one 5Amp plug point. In addition to bedrooms, living and dining area shall have one 15 Amp plug point. One 15 A plug point will also be provided in kitchen and both toilets one additional 5 Amp points for Aquaguard on demand may be provided by the builder Company.

TELEPHONE AND T.V. CABLES:

1. Telephone (not connected) one telephone point to be provided in Each bedroom and one in the drawing/ dinning room.

2. Individual Television cables will be provided through concealed conduits for television connection from the terrace to each flat and one TV point to be provided in drawing room & master Bedroom.

AMENITIES

WATER:

A. 24 hrs. Water supply will be provided to all the flats or common area from own central boring systems as per the design of P.H. consultants.

SWERAGE:

Suitable arrangement for rainstorm and soil water disposal shall be provided as per the design of P.H. Consultants.

DRIVE WAY:

A paved drive way finished with cheqcured tiles or gray cement based mosaic tiles or simple gray based mosaic work will be provided and the campus will have its own compound wall with M.S. gate and security check post. If the existing walls are in good condition company reserve rights to retain /rectify/modify them.

PARKING:

There is a provision of reserve parking space as per requirements of Gaya Municipal Corporation.

OTHER CHARGES AND DEPOSITS FOR RESIDENTIAL FLATS:

(i) Electric connection and other liasoning charges: As per B.S.E.B. requirement but minimum up to Rs. 9,000/-.

(ii) Generator :- Rs. 25,000/- (Rupees Twenty five Thousand) only charges shall be payable for providing 500 watts emergency power supply from Generator. Generator will be Kirloskar or equivalent with noise proof hood.

(iii) Intercom Connection: Nil (Connection given by developer)

(iv) Proposed Society Membership Fee and other formation charges: As required.

(v) I.F.M.D- Interest free maintenance deposite- 15/- per sqft.

(vi) Lift :- Otis or equivalent

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

Signature of Land Owner

(i) 9/10/14

(ii) 9/10/14

(iii) 9/10/14

Signature of Developers

For MUSKAN CONSTRUCTIONS PVT. LTD.

Rajesh Kumar 9/10/14

Managing Director

9.10

अभय कुमार सिन्हा
ला० नं०–140/02
निबंधन कार्यालय, गया

Endorsement of Certificate of Admissibility

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

Stamp duty paid under Indian Stamp Act	Rs. 618340/-	Amt.Paid By N.J Stamp Paper	Rs. 5000/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 633785/-

Registration Fee

FEE PAID

A1	45	C	0	H1b	0	K1a	0	Lii	0
A8	0	D	0	H2	0	K1b	0	Liii	0
A9	0	DD	0	I	0	K1c	0	Mb	0
A10	0	E	20000	J1	0	K2	0	Na	0
B	0	H1a	0	J2	0	Li	0		

TOTAL- 20045

LLR + Proc Fee		Service Charge
LLR	0	400
Proc.Fee	0	
Total	0	

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 20445

9.10
Registering Officer
Gaya

Date: 09/10/2014

Endorsement under section 52

Presented for registration at Registration Office, Gaya Sadar on Thursday, 09th October 2014 by Shivanand Prasad Singh Late Ashutosh Prasad Singh by profession Others. Status - Executant

Shivanand Pd Sin
9/10/2014

Signature/L.T.I. of Presentant

Date:09/10/2014

9.10
Registering Officer
Gaya Sadar

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Sanjeev Kumar' age '34' Sex 'M', 'Chitranjan Lal', resident of 'Rikeshwar Bhawan Rajendra Nagar, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

9.10
Registering Officer
Gaya

Date : 09/10/2014

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Gaya Sadar in Book 1 Volume No. 210 on pages on 50 -67 , for the year 2014 and stored in CD volume No. CD-33 year 2014 .The document no. is printed on the Front Page of the document.

9.10.2014
Registering Officer
Gaya

Date : 09/10/2014

Token No. : 15297 **Year : 2014** **S.No. : 15106** **SCORE Ver.3.0** **Deed No . : 14668**

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