Book No. :- 1 Deed No. 5997

rial No. 6172

Deed No. 5997

al No. 6172

Govt. of Bihar
Sub Registry Office ,Danapur
Summary of Endorsement

This document was presented for registration on 14/05/2013 by Anita Kumari
A stamp duty of Rs. 540420/- and other fees of Rs. 620/- 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. 5997 in Book No. 1, Volume No. 103 on pages from 538 to 550 and has been preserved in total 13 pages in C.D. No. 16 / Year 2013

14-15 / 2013
Signature with Date
(Dhananjay Kumar Rao)
Registering Officer, Danapur

Date: 14/05/2013 Token No: 6302 /2013

DEVELOPMENT AGREEMENT

THIS DEVLOPEMENT AGREEMENT is made and entered on this 13 Day of May, 2013.

BETWEEN

SMT. ANITA KUMARI D/o Late Akhilanand Sinha, & **SRI SUNIL KUMAR SINHA** S/o Sri Rajendra Prasad Singh, resident of Village – Kothwan, P.S. – Khagaul, Dist. – Patna, hereinafter referred to as the "LAND OWNERS" (Which expression shall unless excluded by or be repugnant to the context be deemed to include his, assignees, executors, administrators and successors-in-interest) of the **FIRST PART.**

AND

PATLIPUTRA HERITAGE HOMES PVT LTD

Sub District Registry Office,Danapur

Token Number 6302 Reg. Year 2013 Serial Number 6172 Deed Number 5997

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Presented By	Anita Kumari Sig. 14/5/2013						
Executant	Anita Kumari Sig. Anita Kumari 14/5/2013	Photo	Thumb	Index	Middle	Ring	Little
Executant	Sunil Kumar Sinha Sig. 14/5/13						
Identified By	Manish Singh Dangi Sig. 14/5/13						
Claimant	Nawnil Kumar Singh Sig. Nawnil 14.05.2013						

M/S PATLIPUTRA HERITAGE HOMES PVT. LTD. a Company incorporated under Companies Act 1956 vide Reg. No. -03-09796 of 1999-2000 having its registered office at 24, Surya Apartments, Fraser Road, Patna 800001 through its Managing Director SHRI NAWNIL KUMAR SINGH S/o Late Jai Mangal Singh, residing at 502, Shivam Apartments, Road No. 5D, North S K puri, Patna 8000013, Town and District – Patna, hereinafter called the DEVELOPER, which expression unless repugnant to the context shall mean and include its heirs, executors, administrators, legal representatives, assignees and successors-in-interest of the **SECOND PART.**

WHEREAS, the owner is seized and possessed of or otherwise was and is sufficiently entitled to the property which are Situated on Survey Plot No, - 674 (P), Khata No. – 279, Tauzi No. – 5276, Mauza – Mustafapur, Thana No. – 36, Survey Thana – Danapur, at present P.S. – Khagaul, in the town and district of Patna having measuring more or less 69 Decimals, as more fully and particularly described in the Schedule hereunder and forming a part of this agreement.

ANDWHEREAS, land of schedule -I and property was originally acquired by Sarva Nand Singh, S/o Sri Late Babu Ragho Sharan Singh, resident of Village – Kothwan, P.S. – Khagaul, District – Patna; Sarva Nand Singh died leaving behind his three sons namely Akhila Nand Sinha, Suphal Kumar Singh and Harendra Kumar Singh. They are partitioned through khangi batwara and Memorandum of partition was prepared on 02.06.1989 and accordingly scheduled property and other property is allotted in the share of Akhilanand Sinha. Akhilanand Sinha have one daughter namely Anita Kumari W/o Sri Sunil Kumar Sinha. Accordingly Schedule-I property and other property is allotted in the share of Anita Kumari W/o Sri Sunil Kumar Sinha and Sri Sunil Kumar Sinha S/o Sri Rajendra Prasad Singh. He mutated his name in the state serista and paying rent to the State of Bihar through Circle Officer Danapur, vide Jamabandi No. – 777, hereinafter referred to as the said property. The Land Owner approached the Developer to develop the said property on mutually agreed terms and conditions.

ANDWHEREAS, after due negotiations between the aforesaid parties, the Developer finally decided to take the said property for development and has assured and guaranteed the land owner to develop the said property without putting the land owner to any loss or damage.

PATLIPUTRA HERITAGE HOMES PVT. LTD.

ANDWHEREAS, as a result of the Developer negotiating between the parties here to land on the representation and declaration made by the Land Owner as herein above recorded, an agreement for development of the said property by the developer has been arrived at upon the terms and conditions hereinafter appearing.

ANDWHERSAS, the Land Owner hereby grants to the de.eloper and the developer hereby accepts from the land owner the right to develop the said property more particularly mentioned in the SCHEDULE-I hereunder in the manner appearing on the terms and conditions and stipulation mentioned in the agreement.

ANDWHEREAS, after negotiations both the parties mutually arrived at to the Development Agreement with certain terms and condition. For the sake of convenience of the parties, the terms and conditions of Development Agreement are hereby reduced in writing.

NOW THE DEED OF DEVELOPMENT AGREEMENT WITNESSETH BYAND BETWEEN THE PARTIES HERE TO AS FOLLOWS:-

1 **THAT**, the Land Owner made a proposal to the Developer for developing and constructing the multi storied building on his said land and the Developer accepted the same.

2 **THAT**, the Land Owner hereby authorizes the Developer to do all the development related works on the land site as well as in concerned office(s).

3 THIS deed of Development Agreement shall become effective from the date of its execution.

4 **THAT**, any agreement, undertaking, conveyance executed by the Land Owner which have not mentioned in this Development Agreement shall remain the sole responsibility of the Land Owner and the Land Owner hereby undertakes that such agreement etc. if any found, would not affect this Development Agreement and development work in any manner.

5 **THAT** if any hurdles / obstruction/hindrances come in way of development work due to misrepresentation of concealment of fact by the Land Owner or due to intervention of any Govt. Authorities in respect to the said land, the Land Owner hereby undertakes to indemnify the Developer for the loss etc. incurred by the Developer.

Anita Kumari 14/5/2013

Subhadra 14/5/13

PATLIPUTRA HERITAGE HOMES PVT. LTD.

6 **THAT**, the Developer shall first get the vacant, peaceful and physical possession of the Land, and prepare a building plan map of the proposed multi storied building for getting it sanctioned by the competent authority.

7 **THAT**, the Developer shall construct building in accordance with the plan duly sanctioned by the competent authorities.

8 **THAT**, it has been agreed upon that the Developer will construct the building on its own cost and thereafter, the distribution of share in super built up area of the constructed building between the Land Owner and the Developer will take place at each and every floor proportionately as under.

(a) Land Owner's share will be 50% (Fifty Percent) of super built area and also same percentage i.e. 50% (Fifty percent) within the Parking space.

(b) Developer's share will be 50% (Fifty percent) of super built up area and also same percentage i.e. 50% (Fifty percent) within the Parking space.

The Super Built up Area will be floor wise as far as possible and these terms and conditions should also reflect in the concerned building map to be prepared before execution of the construction work. However, the Supplementary Agreement may be entered into between the parties for division of the Land Owner and Developer share floor wise in the said multi storied building.

9 **THAT**, the Land Owner and the Developer shall also get their respective proportionate undivided share in the land.

10 **THAT**, the multi storied / complex building shall be known as ***THE HERITAGE.***

11 **THAT**, the Developer shall provide and meet the total cost of development and construction of proposed complex from its own resources and that Land Owner shall not be required to meet any part of it.

Amita Kumari 14/5/2013

PATLIPUTRA HERITAGE HOMES PVT. LTD.

12 The Developer shall appoint an Architect for drawing and preparing the plans, designs, drawings and elevation of the intended building complex to be constructed on the said property, all expenses, to be incurred and fees to be paid to the said Architect, shall be paid and borne by the Developer. It is further agreed and settled that the Developer shall develop the said property ensuring the construction to the maximum permissible F.A.R. and / or according to plan sanctioned from Nagar Parishad, Danapur.

13 **THAT**, after preparation of the building plan / map keeping view the standard specification, the Developer shall present it to the competent authorities for its sanction and the Land Owner shall co-operate and facilitate in it in a positive manner. Any expenses incurred in preparation of map and getting it sanctioned from the competent authorizes shall be borne by the Developer.

14 **THAT**, in event of any obstruction caused in construction either by the Land Owner due to defect or by any Govt. authorizes or otherwise or by any natural incident such as the Act of God or force majure, the Land Owner undertakes to make relaxation in terms and conditions with regard to the period of completion of the multi storied building.

15 **THAT**, the Land Owner shall execute all necessary instruments / documents including the Agreement for Distribution of shares of constructed area whenever required for the purpose of development and transfer of its share in multi storied building.

16 After the registration of this Development Agreement the Owner and Developer shall be entitled to sale or enter into agreement for sale of other agreement or mortgage on behalf of their shares directly to its prospective buyers or financial institutions.

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

Amita Kumari 14/5/2013

Subject 14/5/13

PATLIPUTRA HERITAGE HOMES PVT. LTD.

18 The Land Owner hereby declares :

(a) That the area of the said property is about More or Less **69 Decimals** (approx).

(b) **That**, there is no notice or order passed by the Patna Municipal Corporation or and other body authority for setback thereof and there is no acquisition whatsoever nature by the municipality or other body or authority relating to the said property or of any part thereof.

(c) **THAT**, there are no statutory claims, demands, attachments or prohibitory orders made by the Taxation Authorities / Revenue Authorities or any Government or other local bodies or authorities concerning or relating to the said property or any part thereof.

(d) **THAT**, there is no subsisting agreement or arrangement in respect of the aforesaid property with any other developer or any person / persons.

(e) **THAT**, there is no notice or case pending before any Court or before any Magistrate regarding said property. And if the Developer finds any dispute at any time regarding the said property, the developer shall be entitled to revoke this agreement and realize expenses along with interest @ Bank rate per annum from the land owner.

(f) **THAT**, except the Land Owner none else is entitled to or has any share, right, title and interest in the said property and the Land Owner is not benamidar or trustee for any one in respect of the said property.

(g) **THAT**, there is no dues whatsoever against the said property to any Govt. Dept. or any local bodies.

19 **THAT**, all the development works should be completed within Five (5) years with a grace period of one year from the date of sanction of the map / building plan by the competent authorities.

20 **THAT**, in case of any unforeseen circumstances such as natural calamity, Act of God, force majure etc., the Land Owner shall extend the time for completion of the execution of work. For development and completing the project the total time for construction shall be calculated from the date of sanction of plan by the competent

Amita Kumari 14/5/2013

Subhash 14/5/13

PATLIPUTRA HERITAGE HOMES PVT. LTD.

authorities and if there is any further delay beyond the stipulated period of time in giving delivery of possession of the Land Owner's share in fully constructed area, the Developer shall pay the Land Owner by way of compensation at the rate of Rs.5/- (Rupees Five) only per sq. ft. per month till the date of delivery of the land owner's share in the multi storied building.

21 The land owner hereby irrevocably undertake not to sell, dispose of alienate with the possession of the said land or any part there of save and except putting the developer in possession thereof for the purpose of development pursuant to this agreement with the ultimate object as described above. But the Land Owner can negotiate for sale of his share.

22 In addition to the right and interests of the Developer over the above mentioned super built up area in the building to be constructed on the said property in terms of this agreement, the Developer shall also have and enjoy proportionate, right, over the super built up area which will include corridors, staircases, passage ways, terrace of the buildings, water tanks, reservoirs, open space and all the common areas.

23 The Developer shall strictly with the provisions of Nagar Parisad, Danapur and the provisions of the law relating to the construction of the intended building / complex and the Developer shall provide for all civil, electrical, plumbing and sanitary work including installation of overhead tanks, provisions of water supply, water pump, compound wall, Sewerage arrangement etc. as per the specification and amenities set out in our agreed schedule.

24 It is further agreed by the parties that any alteration in the approved building plan within the parameter of the PRDA (dissolved) / PMC building rules and regulation which may be deemed necessary during or after the sanction of the building plan shall be done by the developer and such changes at developer risk and expenses. If any further construction will be made then the same shall be distributed between the land owner and developer as per

Anita Kumari 11/5/2013

Sahil 11/5/2013

PATLIPUTRA HERITAGE HOMES PVT LTD

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, Developer 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.

25 The Developer may purchase or enter into development agreement for the land adjacent to the schedule land for the construction of multi storied building with amalgamation of the adjacent land and Schedule land altogether and land owner/s will have no objection regarding the same in future except protecting his right.

26 **THAT**, in case of any dispute arising out of the terms and conditions of this Development Agreement the same shall be referred by the parties to the sole Arbitrator for deciding the dispute in accordance with the provisions contained in Arbitration & Conciliation Act, 1996. The decision of the sole arbitrator shall be final and building upon the parties.

27 The Land Owner shall pay to the developer, the amount of Service Tax payable on his share and thereafter, the same shall be deposited by the Developer to Service Tax authorities.

28 **THAT**, the contents and purpose of this Development Agreement have been read over and explained and both the parties have fully understood the same and in their full sense without any threat and coercion, they have willfully put their respective signature in presence of the witnesses as token of their acceptance and commitment to the Development Agreement.

SCHEDULE-I OF THE PROPERTY

All that piece and parcel of land measuring **69 Decimals (Sixty Nine Decimals)** situated at Survey Plot No. – 674 (P), Khata No. – 279, Tauzi No – 5276, Mauza – Mustafapur, Thana No. – 36, Survey Thana – Danapur, at present P.S. – Khagaul, in the Twon and District of Patna, within the limit of Danapur Nagar Parisad and under the Sub Registration

Anita kumari 14/5/2013

Sulekh 14/5/13

PATLIPUTRA HERITAGE HOMES PVT. LTD.

Office Danapur and District Registration Office Patna and annual Ground rent Rs2.50 payable through Circle Office Danapur vide Zamabandi No. – 777 and bounded as follows:

North	-	Survey Plot No. 674 (Part) Hemendra Kumar & Shemendra Kumar
South	-	Rediant School
East	-	20' wide Road
West	-	Sri Vinod Kumar Singh & others

Note : Govt. value is mentioned at **Code No. - 157 & Zone – 2** of M.V.R. 2,45,64,000/-
Which market value of above land is Rs. _____/-
(Rupees 2,70,21,000/-) only.

Anita Kumari 14/5/2013

SCHEDULE – II
BRIEF SPECIFICATIONS

Shishir 14/5/2013

1. FOUNDATION : Raft / pile foundation with cast in situ piles.
2. SUPER STRUCTURE : Earth quack resistance R.C.C. Framed Structure.
3. MASONARY : 5" first class Bricks masonry wall.
4. FLOORING : Vitrified tiles (kajaria / Johnson / Somany or equivalent make) for the entire flat, Kadappa stone in all common space and stairs, anti skid tiles in toilets.
5. PLASTER : Internal wall finished with white cement putty and external wall finished with white cement putty and weather coat.
6. DOORS : Main door fully decorative teak veneer flush door & night latch with brass fitting and other doors will be teak veneer commercial flush door.
7. WINDOWS : Wooden (Sakhua) frame Aluminium / powder coated /

PATLIPUTRA HERITAGE HOMES PVT LTD

	aluminium anodized windows with steel grills.
8. TOILETS	: Provision for hot & cold water system. Glazed tiles in eye soothing color on wall up to 7'-0" in height. Sanitary ware and fixtures of standard ISI make.
9. KITCHEN	: Open Kitchen with marble working platform, stainless steel sink, glazed tiles dado up to 2'-0" height. Provision for hot & cold water in the sink, exhaust fan space in window.
10. ELECTRICAL	: Fire retardant cables such as Havals / Finolex & modular switches. Provision for adequate light and power point, TV and telephone point in living and master bedroom. Power distribution with MCB's.
11. PLUMBING	: All internal water supply pipes shall be concealed and of standard make. Fittings will be of good quality of Sanitary Ware & Fixture of standard make.
12. PARKING	: Parking in basement.
13. WATER SUPPLY	: deep boring with tubewell and R.C.C. Tank.
14. GENERATOR	: Emergency Power supply of 500 W to all the flats with standard make generator. (Maintenance of the generator will be done by the society formed in the building.)
15. LIFT	Provision for lift (standard make lift)

Anita Kumari 14/5/2013

Subinoy 14/5/13

PATLIPUTRA HERITAGE HOMES PVT LTD

Director 13.05.2013

IN WITNESS WHEREOF THE PARTIES here to have executed and delivered these presents in original and its duplicate copy duly signed by both parties on the day, month and year first above written.

LANDOWNER

Anita Kumari
14/5/2013

(ANITA KUMARI)

Sunil 14/5/13

(SUNIL KUMAR SINHA)

DEVELOPER

PATLIPUTRA HERITAGE HOMES PVT. LTD.

Nawnil
13.05.2013

(NAWNIL KUMAR SINGH)
Managing Director
For M/S Patliputra Heritage Homes Pvt. Ltd.

WITNESSES:

1. [illegible]
2. [illegible]
S/o 'Sre' Ram Lochan [illegible]
Cr 1 Shivam Ap. Nsk. pure
Postman.
14/5/13

11

Endorsement of Certificate of Admissibility

...ible under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the ... Stamp Act, 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 ...ct	Rs. 540420/-	Amt.Paid By N.J Stamp Paper	Rs. 0/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 541040/-

Registration Fee

FEE PAID												
	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	0	K1c	0	Mb	0		
	A10	0	E	250	J1	0	K2	0	Na	45		
	B	0	H1a	0	J2	0	Li	0				
									TOTAL-	295		

LLR + Proc Fee		Service Charge
LLR	0	325
Proc.Fee	0	
Total	0	

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 620

Registering Officer
Danapur

Date: 14/05/2013

Endorsement under section 52

Presented for registration at Registration Office, Danapur on Tuesday, 14th May 2013 by Anita Kumari D/O Late Akhilanand Sinha by profession Others. Status - Executant

Anita Kumari
14/5/2013

Signature/L.T.I. of Presentant **Date:14/05/2013**

Registering Officer
Danapur

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Manish Singh Dangi' age '26' Sex 'M', 'S/O Ramashish Singh', resident of 'Sarari, Khagaul, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Danapur

Date : 14/05/2013

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Danapur in Book 1 Volume No. 103 on pages on 538 -550 , for the year 2013 and stored in CD volume No. CD-16 year 2013 .The document no. is printed on the Front Page of the document.

Registering Officer
Danapur

Date : 14/05/2013
Token No. : 6302 **Year : 2013** **S.No. : 6172** **SCORE Ver.3.0** **Deed No. : 5997**

SCANNED
By Checked By

Serial No. 35611 Book No. :- 1 Deed No. 29792

Serial No. 35611 Deed No. 29792

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

This document was presented for registration on 30/11/2012 by Hemendra Kumar
A stamp duty of Rs. 162600/- and other fees of Rs. 879/- 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. 29792 in Book No. 1, Volume No. 577 on pages from 431 to 445 and has been preserved in total 15 pages in C.D. No. 90 / Year 2012

30/11/2012
Signature with Date
(Dhananjay Kumar Rao)
Registering Officer, Patna

Date: 30/11/2012 Token No: 36478 /2012

Hemendra Kumar 30.11.12

DEVELOPMENT AGREEMENT

THIS DEVLOPEMENT AGREEMENT is made and entered on this 30 Day of November 2012

BETWEEN

SRI HEMENDRA KUMAR S/o Sri Harendra Kumar Singh, resident of Village – Kothwan, P.S. – Khagaul, Dist. – Patna, hereinafter referred to as the "LAND OWNER" (Which expression, shall unless excluded by or be repugnant to the context be deemed to include his, assignees, executors, administrators and successors-in-interest) of the **FIRST PART**.

AND

PATLIPUTRA HERITAGE HOMES PVT.

District Registry Office,Patna

Token Number 36478 | Reg. Year 2012 | Serial Number 35611 | Deed Number 29792

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Presented By	Hemendra Kumar						
Sig.	Hemendra Kumar 30/11/2012						
Claimant	Nawnil Kumar Singh (M.Dir.)						
Sig.	Nawnil 30/11/2012						
Identified By	Lalan Kumar Jha						
Sig.	Lalan Kumar Jha 30/11/12						
Executant	Hemendra Kumar						
Sig.		N/A	N/A	N/A	N/A	N/A	N/A

SCORE Ver.3.0 | Powered by InfoSystem and Solutions,Patna | Biometric Captured By 2800sop005

M/S PATLIPUTRA HERITAGE HOMES PVT. LTD. a Company incorporated under Companies Act 1956 vide Reg. No. -03-08796 of 1999-2000 having its registered office at 24, Surya Apartments, Fraser Road, Patna 800001 through its Managing Director SHRI NAWNIL KUMAR SINGH S/o Late Jai Mangal Singh, residing at 502, Shivam Apartments, Road No. 5D, North S K puri, Patna 8000013, Town and District – Patna, hereinafter called the DEVELOPER, which expression unless repugnant to the context shall mean and include its heirs, executors, administrators, legal representatives, assignees and successors-in-interest of the **SECOND PART.**

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ANDWHEREAS, land of schedule -I and property was originally acquired by Sarva Nand Singh, S/o Sri Late Babu Ragho Sharan Singh, resident of Village – Kothwan, P.S. – Khagaul, District – Patna; Sarva Nand Singh died leaving behind his three sons namely Akhila Nand Sinha, Suphal Kumar Singh and Harendra Kumar Singh. They are partitioned through khangi batwara and Memorandum of partition was prepared on 02.06.1989 and accordingly scheduled property and other property is allotted in the share of Harendra Kumar Singh. Harendra Kumar Singh have two son namely Hemendra Kumar and Shemendra Kumar both brother are separated to each other. Accordingly Schedule-I property and other property is allotted in the share of Hemendra Kumar. He mutated his name in the state serista and paying rent to the State of Bihar through Circle Officer Danapur, vide Jamabandi No. – 777, hereinafter referred to as the said property. The Land Owner approached the Developer to develop the said property on mutually agreed terms and conditions.

ANDWHEREAS, after due negotiations between the aforesaid parties, the Developer finally decided to take the said property for development and has assured and guaranteed the land owner to develop the said property without putting the land owner to any loss or damage.

Hemendra Kumar
30.11.12

PATLIPUTRA HERITAGE HOMES PVT. LTD.

30.11.12

ANDWHEREAS, as a result of the Developer negotiating between the parties here to land on the representation and declaration made by the Land Owner as herein above recorded, an agreement for development of the said property by the developer has been arrived at upon the terms and conditions hereinafter appearing.

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NOW THE DEED OF DEVELOPMENT AGREEMENT WITNESSETH BYAND BETWEEN THE PARTIES HERE TO AS FOLLOWS:-

1. **THAT**, the Land Owner made a proposal to the Developer for developing and constructing the multi storied building on his said land and the Developer accepted the same.
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Hemendra Kumar
30.11.12

PATLIPUTRA HERITAGE HOMES PVT. LTD.

30.11.12

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10 **THAT**, the multi storied / complex building shall be known as THE HERITAGE

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Hemendra Kumar 30.11.12

PATLIPUTRA HERITAGE HOMES PVT. LTD. 30.11.12

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Hemendra Kumar
30-11-17

PATLIPUTRA HERITAGE HOMES PVT LTD
30.11.17

18 The Land Owner hereby declares :

(a) That the area of the said property is about More or Less **32.5 Decimals** (approx).

(b) **That,** there is no notice or order passed by the Patna Municipal Corporation or and other body authority for setback thereof and there is no acquisition whatsoever nature by the municipality or other body or authority relating to the said property or of any part thereof.

(c) **THAT,** there are no statutory claims, demands, attachments or prohibitory orders made by the Taxation Authorities / Revenue Authorities or any Government or other local bodies or authorities concerning or relating to the said property or any part thereof.

(d) **THAT,** there is no subsisting agreement or arrangement in respect of the aforesaid property with any other developer or any person / persons.

(e) **THAT,** there is no notice or case pending before any Court or before any Magistrate regarding said property. And if the Developer finds any dispute at any time regarding the said property, the developer shall be entitled to revoke this agreement and realize expenses along with interest @ Bank rate per annum from the land owner.

(f) **THAT,** except the Land Owner none else is entitled to or has any share, right, title and interest in the said property and the Land Owner is not benamidar or trustee for any one in respect of the said property.

(g) **THAT,** there is no dues whatsoever against the said property to any Govt. Dept. or any local bodies.

19 **THAT,** all the development works should be completed within Five (5) years with a grace period of one year from the date of sanction of the map / building plan by the competent authorities.

20 **THAT,** in case of any unforeseen circumstances such as natural calamity, Act of God, force majure etc., the Land Owner shall extend the time for completion of the execution of work. For development and completing the project the total time for construction shall be calculated from the date of sanction of plan by the competent

PATLIPUTRA HERITAGE HOMES PVT. LTD.

authorities and if there is any further delay beyond the stipulated period of time in giving delivery of possession of the Land Owner's share in fully constructed area, the Developer shall pay the Land Owner by way of compensation at the rate of Rs.5/- (Rupees Five) only per sq. ft. per month till the date of delivery of the land owner's share in the multi storied building.

21 The land owner hereby irrevocably undertake not to sell, dispose of alienate with the possession of the said land or any part there of save and except putting the developer in possession thereof for the purpose of development pursuant to this agreement with the ultimate object as described above. But the Land Owner can negotiate for sale of his share.

22 In addition to the right and interests of the Developer over the above mentioned super built up area in the building to be constructed on the said property in terms of this agreement, the Developer shall also have and enjoy proportionate, right, over the super built up area which will include corridors, staircases, passage ways, terrace of the buildings, water tanks, reservoirs, open space and all the common areas.

23 The Developer shall strictly with the provisions of Nagar Parisad, Danapur and the provisions of the law relating to the construction of the intended building / complex and the Developer shall provide for all civil, electrical, plumbing and sanitary work including installation of overhead tanks, provisions of water supply, water pump, compound wall, Sewerage arrangement etc. as per the specification and amenities set out in our agreed schedule.

24 It is further agreed by the parties that any alteration in the approved building plan within the parameter of the PRDA (dissolved) / PMC building rules and regulation which may be deemed necessary during or after the sanction of the building plan shall be done by the developer and such changes at developer risk and expenses. If any further construction will be made then the same shall be distributed between the land owner and developer as per

Hemendra Kumar 30.11.12

PATLIPUTRA REGIONAL HOMES PVT LTD

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, Developer 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.

25 The Developer may purchase or enter into development agreement for the land adjacent to the schedule land for the construction of multi storied building with amalgamation of the adjacent land and Schedule land altogether and land owner/s will have no objection regarding the same in future except protecting his right.

26 **THAT**, in case of any dispute arising out of the terms and conditions of this Development Agreement the same shall be referred by the parties to the sole Arbitrator for deciding the dispute in accordance with the provisions contained in Arbitration & Conciliation Act, 1996. The decision of the sole arbitrator shall be final and building upon the parties.

27 The Land Owner shall pay to the developer, the amount of Service Tax payable on his share and thereafter, the same shall be deposited by the Developer to Service Tax authorities.

28 **THAT**, the contents and purpose of this Development Agreement have been read over and explained and both the parties have fully understood the same and in their full sense without any threat and coercion, they have willfully put their respective signature in presence of the witnesses as token of their acceptance and commitment to the Development Agreement.

SCHEDULE-I OF THE PROPERTY

All that piece and parcel of land measuring **32.5 Decimals (Thirty Two Point Five Decimals)** situated at Survey Plot No. – 674 (P), Khata No. – 279, Tauzi No – 5276, Mauza – Mustafapur, Thana No – 36, Survey Thana – Danapur, at present P.S. – Khagaul, in the Twon and District of Patna, within the limit of Danapur Nagar Parisad and under the Sub

PATLIPUTRA HERITAGE HOMES PVT LTD

Hemendra Kumar 30.11.17

Registration Office Danapur and District Registration Office Patna and annual Ground rent Rs2.50 payable through Circle Office Danapur vide Zamabandi No. – 777 and bounded as follows:

North	-	Survey Plot No. 674 (Part) Smt. Kiran Bala.
South	-	Survey Plot No. 674 (Part) Shemendra Kumar.
East	-	Branch Road
West	-	Late Gajendra Pd. Singh & Yatish Kumar

Note : Govt. value is mentioned at **Code No. - 157 & Zone – 2** of M.V.R. 2012-13.
Which market value of above land is Rs.81,25,000/- (Rupees Eighty One Lacs ~~Twenty Five~~ Thousand) only.

SCHEDULE – II
BRIEF SPECIFICATIONS

1.	FOUNDATION	: Raft / pile foundation with cast in situ piles.
2.	SUPER STRUCTURE	: Earth quack resistance R.C.C Framed Structure.
3.	MASONARY	: 5" first class Bricks masonry wall.
4.	FLOORING	: Vitrified tiles (kajaria / Johnson / ~~Somany or equivalent make~~) for the entire flat, Kadappa stone in all common space and stairs, anti skid tiles in toilets.
5.	PLASTER	: Internal wall finished with white cement putty and external wall finished with white cement putty and weather coat.
6.	DOORS	: Main door fully decorative teak veneer flush door & night latch with brass fitting and other doors will be teak veneer commercial flush door.

Hemendra Kumar 26.11.12

M/S PVT LTD

7. WINDOWS	: Wooden (Sakhua) frame Aluminium / powder coated / aluminium anodized windows with steel grills.
8. TOILETS	: Provision for hot & cold water system. Glazed tiles in eye soothing color on wall up to 7'-0" in height. Sanitary ware and fixtures of standard ISI make.
9. KITCHEN	: Open Kitchen with marble working platform, stainless steel sink, glazed tiles dado up to 2'-0" height. Provision for hot & cold water in the sink, exhaust fan space in window.
10. ELECTRICAL	: Fire retardant cables such as Havals / Finolex & modular switches. Provision for adequate light and power point, TV and telephone point in living and master bedroom. Power distribution with MCB's.
11. PLUMBING	: All internal water supply pipes shall be concealed and of standard make. Fittings will be of good quality of Sanitary Ware & Fixture of standard make.
12. PARKING	: Parking in basement.
13. WATER SUPPLY	; deep boring with tubewell and R.C.C. Tank.
14. GENERATOR	: Emergency Power supply of 500 W to all the flats with standard make generator. (Maintenance of the generator will be done by the society formed in the building.)
15. LIFT	: Provision for lift (standard make lift)

Hemendra Kumar
30.11.12

PATLIPUTRA HERITAGE HOMES PVT LTD

IN WITNESS WHEREOF THE PARTIES here to have executed and delivered these presents in original and its duplicate copy duly signed by both parties on the day, month and year first above written.

LANDOWNER

Hemendra Kumar
30.11.12

(HEMENDRA KUMAR)

DEVELOPER

PATLIPUTRA HERITAGE HOMES PVT.

Nawnil
30.11.12

(NAWNIL KUMAR SINGH)
Managing Director
For M/S Patliputra Heritage Homes Pvt. Ltd.

WITNESSES:
1. Balram Kumar Jha
S/o Late Jamuna Jha
Mourya Vihar
Tarapur Patna.

2. Harendra Kumar Singh S/o Late Sarla Prasad Sinha
Village- Kothawan P.O & P.S Khagaul, Distt Patna.

Endorsement of Certificate of Admissibility

dmissible 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. 162600/-	Amt.Paid By N.J Stamp Paper	Rs. 0/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 163479/-

Registration Fee

FEE PAID												
	A1	0	C	0	H1b	0	K1a	0	Lii	0		
	AB	0	D	0	H2	0	K1b	0	Liii	0		
	A9	0	DD	0	I	150	K1c	0	Mb	25		
	A10	0	E	250	J1	0	K2	0	Na	54		
	B	0	H1a	0	J2	0	L	0				
									TOTAL-	479		

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 879

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

Registering Officer
Patna

Date: 30/11/2012

Endorsement under section 52

Presented for registration at Registration Office, Patna on Friday, 30th November 2012 by Hemendra Kumar S/O Sri Harendra Kumar Singh by profession Others. Status - Executant

Hemendra Kumar
30/11/2012

Signature/L.T.I. of Presentant

Date:30/11/2012

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Lalan Kumar Jha' age '49' Sex 'M', 'S/O-Late Jamuna Jha', resident of 'Maurya Vihar Transport Nagar, Kumhrar, Patna'), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument

Registering Officer
Patna

Date : 30/11/2012

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No 577 on pages on 431 -445 , for the year 2012 and stored in CD volume No. CD-90 year 2012 The document no. is printed on the Front Page of the document.

Registering Officer
Patna

Date : 30/11/2012

Token No. : 36478 **Year : 2012** **S.No. : 35611** **SCORE Ver.3.0** **Deed No . : 29792**

Book No. :- 1 Deed No. 6483

Serial No. 6678

Serial No. 6678

Deed No. 6483

Govt. of Bihar
Sub Registry Office ,Danapur
Summary of Endorsement

This document was presented for registration on 27/05/2013 by Kiran Bala
A stamp duty of Rs. 651000/- and other fees of Rs. 645/- 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. 6483 in Book No. 1, Volume No. 111 on pages from 489 to 501 and has been preserved in total 13 pages in C.D. No. 18 / Year 2013

27/5/2013
Signature with Date
(Dhananjay Kumar Rao)
Registering Officer, Danapur

Date: 27/05/2013 Token No: 6762 /2013

DEVELOPMENT AGREEMENT

THIS DEVLOPEMENT AGREEMENT is made and entered on this 27th Day of May 2013.

BETWEEN

SMT. KIRAN BALA D/o Sri Suphal Kumar Singh, W/o Sri Anil Kumar Sinha **& SRI ANKIT** S/o Sri Anil Kumar Sinha, resident of Village – Kothwan, P.S. – Khagaul, Dist. – Patna, hereinafter referred to as the "LAND OWNERS" (Which expression, shall unless excluded by or be repugnant to the context be deemed to include his, assignees, executors, administrators and successors-in-interest) of the **FIRST PART.**

AND

PATLIPUTRA HERITAGE HOMES PVT. LTD.

Sub District Registry Office,Danapur

Token Number 6762 | Reg. Year 2013 | Serial Number 6678 | Deed Number 6483

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Presented By	Kiran Bala						
Claimant	Nawnil Kumar Singh						
Executant	Kiran Bala	☒ Photo	☒ Thumb	☒ Index	☒ Middle	☒ Ring	☒ Little
Executant	Ankit						
Identified By	Devendra Prasad Singh						

Sig. Kiran Bala 27/5/2013

Sig. Nawnil 27.05.2013

Sig. Kiran Bala 27/5/2013

Sig. Ankit 27/05/2013

Sig. Devendra Prasad Singh 27/5/13

SCORE Ver.3.0 | Powered by InfoSystem and Solutions,Patna | Biometric Captured By 2802sop001

M/S PATLIPUTRA HERITAGE HOMES PVT. LTD. a Company incorporated under Companies Act 1956 vide Reg. No. -03-08796 of 1999-2000 having its registered office at 24, Surya Apartments, Fraser Road, Patna 800001 through its Managing Director SRI NAWNIL KUMAR SINGH S/o Late Jai Mangal Singh, residing at 502, Shivam Apartments, Road No. 5D, North S K puri, Patna 8000013, Town and District – Patna, hereinafter called the DEVELOPER, which expression unless repugnant to the context shall mean and include its heirs, executors, administrators, legal representatives, assignees and successors-in-interest of the **SECOND PART.**

WHEREAS, the owner is seized and possessed of or otherwise was and is sufficiently entitled to the property which are Situated on Survey Plot No. - 674, Khata No. – 279, Tauzi No. –5276, Mauza – Mustafapur, Thana No. – 36, Survey Thana – Danapur, at present P.S. – Khagaul, in the town and district of Patna having measuring more or less **62** Decimals, as more fully and particularly described in the Schedule hereunder and forming a part of this agreement.

ANDWHEREAS, land of schedule -I and property was originally acquired by Sarva Nand Singh, S/o Sri Late Babu Ragho Sharan Singh, resident of Village – Kothwan, P.S. – Khagaul, District – Patna; Sarva Nand Singh died leaving behind his three sons namely Akhila Nand Sinha, Suphal Kumar Singh and Harendra Kumar Singh. They are partitioned through khangi batwara and Memorandum of partition was prepared on 02.06.1989 and accordingly scheduled property and other property is allotted in the share of Suphal Kumar Singh. Suphal Kumar Singh have one daughter namely Kiran Bala W/o Sri Anil Kumar Sinha and Ankit S/o Anil Kumar Sinha both Mother and Son are separated to each other. Accordingly Schedule-I property and other property is allotted in the share of Kiran Bala & Ankit. They mutated their names in the state serista and paying rent to the State of Bihar through Circle Officer Danapur, vide Jamabandi No. – 772, hereinafter referred to as the said property. The Land Owner approached the Developer to develop the said property on mutually agreed terms and conditions.

ANDWHEREAS, after due negotiations between the aforesaid parties, the Developer finally decided to take the said property for development and has assured and guaranteed the land owners to develop the said property without putting the land owners to any loss or damage.

Kiran Bala 27/05/2013

Ankit 27/05/2013

PATLIPUTRA HERITAGE HOMES PVT. LTD.

MANAGING DIRECTOR

ANDWHEREAS, as a result of the Developer negotiating between the parties here to land on the representation and declaration made by the Land Owners as herein above recorded, an agreement for development of the said property by the developer has been arrived at upon the terms and conditions hereinafter appearing.

ANDWHERSAS, the Land Owners hereby grants to the developer and the developer hereby accepts from the land owner the right to develop the said property more particularly mentioned in the SCHEDULE-I hereunder in the manner appearing on the terms and conditions and stipulation mentioned in the agreement.

ANDWHEREAS, after negotiations both the parties mutually arrived at to the Development Agreement with certain terms and condition. For the sake of convenience of the parties, the terms and conditions of Development Agreement are hereby reduced in writing.

NOW THE DEED OF DEVELOPMENT AGREEMENT WITNESSETH BYAND BETWEEN THE PARTIES HERE TO AS FOLLOWS:-

1. **THAT**, the Land Owners made a proposal to the Developer for developing and constructing the multi storied building on his said land and the Developer accepted the same.
2. **THAT**, the Land Owners hereby authorizes the Developer to do all the development related works on the land site as well as in concerned office(s).
3. THIS deed of Development Agreement shall become effective from the date of its execution.
4. **THAT**, any agreement, undertaking, conveyance executed by the Land Owner which have not mentioned in this Development Agreement shall remain the sole responsibility of the Land Owner and the Land Owner hereby undertakes that such agreement etc if any found, would not affect this Development Agreement and development work in any manner.
5. **THAT** if any hurdles / obstruction/hindrances come in way of development work due to misrepresentation of concealment of fact by the Land Owner or due to intervention of any Govt. Authorities in respect to the said land, the Land Owners hereby undertakes to indemnify the Developer for the loss etc. incurred by the Developer.

PATLIPUTRA HERITAGE HOMES PVT. LTD.

6 **THAT**, the Developer shall first get the vacant, peaceful and physical possession of the Land, and prepare a building plan map of the proposed multi storied building for getting it sanctioned by the competent authority.

7 **THAT**, the Developer shall construct building in accordance with the plan duly sanctioned by the competent authorities.

8 **THAT**, it has been agreed upon that the Developer will construct the building on its own cost and thereafter, the distribution of share in super built up area of the constructed building between the Land Owners and the Developer will take place at each and every floor proportionately as under.

(a) Land Owner's share will be 50% (Fifty Percent) of super built area and also same percentage i.e. 50% (Fifty percent) within the Parking space.

(b) Developer's share will be 50% (Fifty percent) of super built up area and also same percentage i.e. 50% (Fifty percent) within the Parking space.

The Super Built up Area will be floor wise as far as possible and these terms and conditions should also reflect in the concerned building map to be prepared before execution of the construction work. However, the Supplementary Agreement may be entered into between the parties for division of the Land Owner and Developer share floor wise in the said multi storied building.

9 **THAT**, the Land Owner and the Developer shall also get their respective proportionate undivided share in the land.

10 **THAT**, the multi storied / complex building shall be known as ***THE HERITAGE.***

11 **THAT**, the Developer shall provide and meet the total cost of development and construction of proposed complex from its own resources and that Land Owner shall not be required to meet any part of it.

Kiran Bala 27/5/2013

PATLIPUTRA HERITAGE HOMES PVT. LTD.

Director

12 The Developer shall appoint an Architect for drawing and preparing the plans, designs, drawings and elevation of the intended building complex to be constructed on the said property, all expenses, to be incurred and fees to be paid to the said Architect, shall be paid and borne by the Developer. It is further agreed and settled that the Developer shall develop the said property ensuring the construction to the maximum permissible F.A.R. and / or according to plan sanctioned from Nagar Parishad, Danapur.

13 **THAT**, after preparation of the building plan / map keeping view the standard specification, the Developer shall present it to the competent authorities for its sanction and the Land Owner shall co-operate and facilitate in it in a positive manner. Any expenses incurred in preparation of map and getting it sanctioned from the competent authorizes shall be borne by the Developer.

14 **THAT**, in event of any obstruction caused in construction either by the Land Owner due to defect or by any Govt. authorizes or otherwise or by any natural incident such as the Act of God or force majure, the Land Owner undertakes to make relaxation in terms and conditions with regard to the period of completion of the multi storied building.

15 **THAT**, the Land Owner shall execute all necessary instruments / documents including the Agreement for Distribution of shares of constructed area whenever required for the purpose of development and transfer of its share in multi storied building.

16 After the registration of this Development Agreement the Owners and Developer shall be entitled to sale or enter into agreement for sale of other agreement or mortgage on behalf of their shares directly to its prospective buyers or financial institutions.

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

Kiran Rako 27/05/2013

PATLIPUTRA HERITAGE HOMES PVT LTD

18 The Land Owners hereby declares :

(a) That the area of the said property is about More or Less **62 Decimals** (approx).

(b) **That**, there is no notice or order passed by the Patna Municipal Corporation or and other body authority for setback thereof and there is no acquisition whatsoever nature by the municipality or other body or authority relating to the said property or of any part thereof.

(c) **THAT**, there are no statutory claims, demands, attachments or prohibitory orders made by the Taxation Authorities / Revenue Authorities or any Government or other local bodies or authorities concerning or relating to the said property or any part thereof.

(d) **THAT**, there is no subsisting agreement or arrangement in respect of the aforesaid property with any other developer or any person / persons.

(e) **THAT**, there is no notice or case pending before any Court or before any Magistrate regarding said property. And if the Developer finds any dispute at any time regarding the said property, the developer shall be entitled to revoke this agreement and realize expenses along with interest @ Bank rate per annum from the land owner.

(f) **THAT**, except the Land Owner none else is entitled to or has any share, right, title and interest in the said property and the Land Owner is not benamidar or trustee for any one in respect of the said property.

(g) **THAT**, there is no dues whatsoever against the said property to any Govt. Dept. or any local bodies.

19 **THAT**, all the development works should be completed within Five (5) years with a grace period of one year from the date of sanction of the map / building plan by the competent authorities.

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PATLIPUTRA HERITAGE HOMES PVT LTD

Kiran Devi Director 27/5/2013

authorities and if there is any further delay beyond the stipulated period of time in giving delivery of possession of the Land Owner's share in fully constructed area, the Developer shall pay the Land Owner by way of compensation at the rate of Rs.5/- (Rupees Five) only per sq. ft. per month till the date of delivery of the land owner's share in the multi storied building.

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22 In addition to the right and interests of the Developer over the above mentioned super built up area in the building to be constructed on the said property in terms of this agreement, the Developer shall also have and enjoy proportionate, right, over the super built up area which will include corridors, staircases, passage ways, terrace of the buildings, water tanks, reservoirs, open space and all the common areas.

23 The Developer shall strictly with the provisions of Nagar Parisad, Danapur and the provisions of the law relating to the construction of the intended building / complex and the Developer shall provide for all civil, electrical, plumbing and sanitary work including installation of overhead tanks, provisions of water supply, water pump, compound wall, Sewerage arrangement etc. as per the specification and amenities set out in our agreed schedule.

24 It is further agreed by the parties that any alteration in the approved building plan within the parameter of the PRDA (dissolved) / PMC building rules and regulation which may be deemed necessary during or after the sanction of the building plan shall be done by the developer and such changes at developer risk and expenses. If any further construction will be made then the same shall be distributed between the land owner and developer as per

PATLIPUTRA HERITAGE HOMES PVT.LTD

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, Developer 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.

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26 **THAT**, in case of any dispute arising out of the terms and conditions of this Development Agreement the same shall be referred by the parties to the sole Arbitrator for deciding the dispute in accordance with the provisions contained in Arbitration & Conciliation Act, 1996. The decision of the sole arbitrator shall be final and building upon the parties.

27 The Land Owner shall pay to the developer, the amount of Service Tax payable on his share and thereafter, the same shall be deposited by the Developer to Service Tax authorities.

28 **THAT**, the contents and purpose of this Development Agreement have been read over and explained and both the parties have fully understood the same and in their full sense without any threat and coercion, they have willfully put their respective signature in presence of the witnesses as token of their acceptance and commitment to the Development Agreement.

SCHEDULE-I OF THE PROPERTY

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PATLIPUTRA HERITAGE HOMES PVT. LTD

Office Danapur and District Registration Office Patna and annual Ground rent Rs2.50 payable through Circle Office Danapur vide Zamabandi No. – 777 and bounded as follows:

North	-	Plot No. 675
South	-	Hemendra Kumar & Shemendra Kumar
East	-	20' wide road
West	-	Sri Vinod Kumar Singh & others

Note : Govt. value is mentioned at **Code No. - 157 & Zone – 2** of M.V.R. 2013-2014.

Which market value of above land is Rs.3,25,50,000/- (Rupees Three Crores Twenty Five Lakhs Fifty Thousand) only.

SCHEDULE – II
BRIEF SPECIFICATIONS

1.	FOUNDATION	: Raft / pile foundation with cast in situ piles.
2.	SUPER STRUCTURE	: Earth quack resistance R.C.C Framed Structure.
3.	MASONARY	: 5" first class Bricks masonry wall.
4.	FLOORING	: Vitrified tiles (kajaria / Johnson / Somany or equivalent make) for the entire flat, Kadappa stone in all common space and stairs, anti skid tiles in toilets.
5.	PLASTER	: Internal wall finished with white cement putty and external wall finished with white cement putty and weather coat.
6.	DOORS	: Main door fully decorative teak veneer flush door & night latch with brass fitting and other doors will be teak veneer commercial flush door.
7.	WINDOWS	: Wooden (Sakhua) frame Aluminium / powder coated /

PATLIPUTRA HERITAGE HOMES PVT. LTD.

aluminium anodized windows with steel grills.

8. TOILETS : Provision for hot & cold water system. Glazed tiles in eye soothing color on wall up to 7'-0" in height. Sanitary ware and fixtures of standard ISI make.

9. KITCHEN : Open Kitchen with marble working platform, stainless steel sink, glazed tiles dado up to 2'-0" height. Provision for hot & cold water in the sink, exhaust fan space in window.

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13. WATER SUPPLY : deep boring with tubewell and R.C.C. Tank.

14. GENERATOR : Emergency Power supply of 500 W to all the flats with standard make generator. (Maintenance of the generator will be done by the society formed in the building.)

15. LIFT : Provision for lift (standard make lift)

27/05/2013

27/5/2013

PATLIPUTRA HERITAGE HOMES PVT. LTD



IN WITNESS WHEREOF THE PARTIES here to have executed and delivered these presents in original and its duplicate copy duly signed by both parties on the day, month and year first above written

LANDOWNER

Kiran Bala
27/5/2013
(KIRAN BALA)

Lalit
27/05/2013
(ANKIT)

DEVELOPER

PATLIPUTRA HERITAGE HOMES PVT. LTD.

27.05.2013

(NAWNIL KUMAR SINGH)
Managing Director
For M/S Patliputra Heritage Homes Pvt. Ltd.

WITNESSES:

1. Devendra Singh
S/o. Sri Ram Lakhan Singh
G-2 Shivam Pp. IV, Sri
Puri 2 Patna
27/5/13.

2. Manoj Kumar
S/o Sri Lalit Kumar
B-J-304 Rakil Cambus
NB.K. Puri
Boring Road
Patna
27/5/13

Endorsement of Certificate of Admissibility

...ible under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the ...n 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. 651000/-	Amt.Paid By N.J Stamp Paper	Rs. 0/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 651645/-

Registration Fee

FEE PAID												
	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	0	K1c	0	Mb	0		
	A10	0	E	250	J1	0	K2	0	Na	45		
	B	0	H1a	0	J2	0	Li	0				
									TOTAL-	295		

LLR + Proc Fee		Service Charge
LLR	0	350
Proc.Fee	0	
Total	0	

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 645

Registering Officer
Danapur

Date: 27/05/2013

Endorsement under section 52

Presented for registration at Registration Office, Danapur on Monday, 27th May 2013 by Kiran Bala W/O Sri Anil Kumar Sinha by profession House Wife. Status - Executant

Kiran Bala
27/5/2013

Signature/L.T.I. of Presentant

Date:27/05/2013

Registering Officer
Danapur

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Devendra Prasad Singh' age '45' Sex 'M', 'S/O Ramlakshan Singh', resident of 'G-1, Shivam Apartment,north S.K.Puri,patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Danapur

Date : 27/05/2013

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Danapur in Book 1 Volume No. 111 on pages on 489 -501 , for the year 2013 and stored in CD volume No. CD-18 year 2013 .The document no. is printed on the Front Page of the document.

Registering Officer
Danapur

Date : 27/05/2013
Token No. : 6762 **Year : 2013** **S.No. : 6678** **SCORE Ver.3.0** **Deed No . : 6483**

Serial No. 35612

Book No. :- 1 Deed No. 29793

Serial No. 35612

Deed No. 29793

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

This document was presented for registration on 30/11/2012 by Shemendra Kumar
A stamp duty of Rs. 162600/- and other fees of Rs. 879/- 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. 29793 in Book No. 1, Volume No. 577 on pages from 446 to 460 and has been preserved in total 15 pages in C.D. No. 90 / Year 2012

30/11/2012
Signature with Date
(Dhananjay Kumar Rao)
Registering Officer, Patna

Date: 30/11/2012 Token No: 36477 /2012

DEVELOPMENT AGREEMENT

THIS DEVLOPEMENT AGREEMENT is made and entered on this 30 Day of November 2012.

BETWEEN

SRI SHEMENDRA KUMAR S/o Sri Harendra Kumar Singh, resident of Village – Kothwan, P.S. – Khagaul, Dist. – Patna, hereinafter referred to as the "LAND OWNER" (Which expression, shall unless excluded by or be repugnant to the context be deemed to include his, assignees, executors, administrators and successors-in-interest) of the FIRST PART.

AND

PATLIPUTRA HERITAGE HOMES PVT. LTD.

District Registry Office,Patna

Token Number 36477 Reg. Year 2012 Serial Number 35612 Deed Number 29793

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Presented By	Shemendra Kumar						
Sig.	30.11.2012						
Executant	Shemendra Kumar						
Sig.		N/A	N/A	N/A	N/A	N/A	N/A
Claimant	Nawnil Kumar Singh (M.Dir.)						
Sig.	30.11.2012						
Identified By	Lalan Kumar Jha						
Sig.	30.11.12						

SCORE Ver.3.0 Powered by InfoSystem and Solutions,Patna Biometric Captured By 2800sop009

M/S PATLIPUTRA HERITAGE HOMES PVT. LTD. a Company incorporated under Companies Act 1956 vide Reg. No. -03-08796 of 1999-2000 having its registered office at 24, Surya Apartments, Fraser Road, Patna 800001 through its Managing Director SHRI NAWNIL KUMAR SINGH S/o Late Jai Mangal Singh, residing at 502, Shivam Apartments, Road No. 5D, North S K puri, Patna 8000013, Town and District – Patna, hereinafter called the DEVELOPER, which expression unless repugnant to the context shall mean and include its heirs, executors, administrators, legal representatives, assignees and successors-in-interest of the **SECOND PART.**

WHEREAS, the owner is seized and possessed of or otherwise was and is sufficiently entitled to the property which are Situated on Survey Plot No, - 674 (P), Khata No. – 279, Tauzi No. – 5276, Mauza – Mustafapur, Thana No. – 36, Survey Thana – Danapur, at present P.S. – Khagaul, in the town and district of Patna having measuring more or less **32.5** Decimals, as more fully and particularly described in the Schedule hereunder and forming a part of this agreement.

ANDWHEREAS, land of schedule -I and property was originally acquired by Sarva Nand Singh, S/o Sri Late Babu Ragho Sharan Singh, resident of Village – Kothwan, P.S. – Khagaul, District – Patna; Sarva Nand Singh died leaving behind his three sons namely Akhila Nand Sinha, Suphal Kumar Singh and Harendra Kumar Singh. They are partitioned through khangi batwara and Memorandum of partition was prepared on 02.06.1989 and accordingly scheduled property and other property is allotted in the share of Harendra Kumar Singh. Harendra Kumar Singh have two son namely Hemendra Kumar and Shemendra Kumar both brother are separated to each other. Accordingly Schedule-I property and other property is allotted in the share of Shemendra Kumar. He mutated his name in the state serista and paying rent to the State of Bihar through Circle Officer Danapur, vide Jamabandi No. – 777, hereinafter referred to as the said property. The Land Owner approached the Developer to develop the said property on mutually agreed terms and conditions.

ANDWHEREAS, after due negotiations between the aforesaid parties, the Developer finally decided to take the said property for development and has assured and guaranteed the land owner to develop the said property without putting the land owner to any loss or damage.

PATLIPUTRA HERITAGE HOMES PVT. LTD.

ANDWHEREAS, as a result of the Developer negotiating between the parties here to land on the representation and declaration made by the Land Owner as herein above recorded, an agreement for development of the said property by the developer has been arrived at upon the terms and conditions hereinafter appearing.

ANDWHERSAS, the Land Owner hereby grants to the developer and the developer hereby accepts from the land owner the right to develop the said property more particularly mentioned in the SCHEDULE-I hereunder in the manner appearing on the terms and conditions and stipulation mentioned in the agreement.

ANDWHEREAS, after negotiations both the parties mutually arrived at to the Development Agreement with certain terms and condition. For the sake of convenience of the parties, the terms and conditions of Development Agreement are hereby reduced in writing.

NOW THE DEED OF DEVELOPMENT AGREEMENT WITNESSETH BYAND BETWEEN THE PARTIES HERE TO AS FOLLOWS:-

1. **THAT**, the Land Owner made a proposal to the Developer for developing and constructing the multi storied building on his said land and the Developer accepted the same.
2. **THAT**, the Land Owner hereby authorizes the Developer to do all the development related works on the land site as well as in concerned office(s).
3. THIS deed of Development Agreement shall become effective from the date of its execution.
4. **THAT**, any agreement, undertaking, conveyance executed by the Land Owner which have not mentioned in this Development Agreement shall remain the sole responsibility of the Land Owner and the Land Owner hereby undertakes that such agreement etc. if any found, would not affect this Development Agreement and development work in any manner.
5. **THAT** if any hurdles / obstruction/hindrances come in way of development work due to misrepresentation of concealment of fact by the Land Owner or due to intervention of any Govt. Authorities in respect to the said land, the Land Owner hereby undertakes to indemnify the Developer for the loss etc. incurred by the Developer.

PATLIPUTRA HERITAGE HOMES PVT LTD

30.11.17

6 **THAT**, the Developer shall first get the vacant, peaceful and physical possession of the Land, and prepare a building plan map of the proposed multi storied building for getting it sanctioned by the competent authority.

7 **THAT**, the Developer shall construct building in accordance with the plan duly sanctioned by the competent authorities.

8 **THAT**, it has been agreed upon that the Developer will construct the building on its own cost and thereafter, the distribution of share in super built up area of the constructed building between the Land Owner and the Developer will take place at each and every floor proportionately as under.

(a) Land Owner's share will be 50% (Fifty Percent) of super built area and also same percentage i.e. 50% (Fifty percent) within the Parking space.

(b) Developer's share will be 50% (Fifty percent) of super built up area and also same percentage i.e. 50% (Fifty percent) within the Parking space.

The Super Built up Area will be floor wise as far as possible and these terms and conditions should also reflect in the concerned building map to be prepared before execution of the construction work. However, the Supplementary Agreement may be entered into between the parties for division of the Land Owner and Developer share floor wise in the said multi storied building.

9 **THAT**, the Land Owner and the Developer shall also get their respective proportionate undivided share in the land.

10 **THAT**, the multi storied / complex building shall be known as THE HERITAGE

11 **THAT**, the Developer shall provide and meet the total cost of development and construction of proposed complex from its own resources and that Land Owner shall not be required to meet any part of it.

PATLIPUTRA HERITAGE HOMES PVT.

12 The Developer shall appoint an Architect for drawing and preparing the plans, designs, drawings and elevation of the intended building complex to be constructed on the said property, all expenses, to be incurred and fees to be paid to the said Architect, shall be paid and borne by the Developer. It is further agreed and settled that the Developer shall develop the said property ensuring the construction to the maximum permissible F.A.R. and / or according to plan sanctioned from Nagar Parishad, Danapur.

13 **THAT**, after preparation of the building plan / map keeping view the standard specification, the Developer shall present it to the competent authorities for its sanction and the Land Owner shall co-operate and facilitate in it in a positive manner. Any expenses incurred in preparation of map and getting it sanctioned from the competent authorizes shall be borne by the Developer.

14 **THAT**, in event of any obstruction caused in construction either by the Land Owner due to defect or by any Govt. authorizes or otherwise or by any natural incident such as the Act of God or force majure, the Land Owner undertakes to make relaxation in terms and conditions with regard to the period of completion of the multi storied building.

15 **THAT**, the Land Owner shall execute all necessary instruments / documents including the Agreement for Distribution of shares of constructed area whenever required for the purpose of development and transfer of its share in multi storied building.

16 After the registration of this Development Agreement the Owner and Developer shall be entitled to sale or enter into agreement for sale of other agreement or mortgage on behalf of their shares directly to its prospective buyers or financial institutions.

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

PATLIPUTRA HERITAGE HOMES PVT. LTD.

18 The Land Owner hereby declares :

(a) That the area of the said property is about More or Less **32.5 Decimals** (approx).

(b) **That**, there is no notice or order passed by the Patna Municipal Corporation or and other body authority for setback thereof and there is no acquisition whatsoever nature by the municipality or other body or authority relating to the said property or of any part thereof.

(c) **THAT**, there are no statutory claims, demands, attachments or prohibitory orders made by the Taxation Authorities / Revenue Authorities or any Government or other local bodies or authorities concerning or relating to the said property or any part thereof.

(d) **THAT**, there is no subsisting agreement or arrangement in respect of the aforesaid property with any other developer or any person / persons.

(e) **THAT**, there is no notice or case pending before any Court or before any Magistrate regarding said property. And if the Developer finds any dispute at any time regarding the said property, the developer shall be entitled to revoke this agreement and realize expenses along with interest @ Bank rate per annum from the land owner.

(f) **THAT**, except the Land Owner none else is entitled to or has any share, right, title and interest in the said property and the Land Owner is not benamidar or trustee for any one in respect of the said property.

(g) **THAT**, there is no dues whatsoever against the said property to any Govt. Dept. or any local bodies.

19 **THAT**, all the development works should be completed within Five (5) years with a grace period of one year from the date of sanction of the map / building plan by the competent authorities.

20 **THAT**, in case of any unforeseen circumstances such as natural calamity, Act of God, force majure etc., the Land Owner shall extend the time for completion of the execution of work. For development and completing the project the total time for construction shall be calculated from the date of sanction of plan by the competent

Shreenidhi Heritage
30.11.12

PATLIPUTRA HERITAGE HOMES PVT. LTD.
30.11.12

authorities and if there is any further delay beyond the stipulated period of time in giving delivery of possession of the Land Owner's share in fully constructed area, the Developer shall pay the Land Owner by way of compensation at the rate of Rs.5/- (Rupees Five) only per sq. ft. per month till the date of delivery of the land owner's share in the multi storied building.

21 The land owner hereby irrevocably undertake not to sell, dispose of alienate with the possession of the said land or any part there of save and except putting the developer in possession thereof for the purpose of development pursuant to this agreement with the ultimate object as described above. But the Land Owner can negotiate for sale of his share.

22 In addition to the right and interests of the Developer over the above mentioned super built up area in the building to be constructed on the said property in terms of this agreement, the Developer shall also have and enjoy proportionate, right, over the super built up area which will include corridors, staircases, passage ways, terrace of the buildings, water tanks, reservoirs, open space and all the common areas.

23 The Developer shall strictly with the provisions of Nagar Parisad, Danapur and the provisions of the law relating to the construction of the intended building / complex and the Developer shall provide for all civil, electrical, plumbing and sanitary work including installation of overhead tanks, provisions of water supply, water pump, compound wall, Sewerage arrangement etc. as per the specification and amenities set out in our agreed schedule.

24 It is further agreed by the parties that any alteration in the approved building plan within the parameter of the PRDA (dissolved) / PMC building rules and regulation which may be deemed necessary during or after the sanction of the building plan shall be done by the developer and such changes at developer risk and expenses. If any further construction will be made then the same shall be distributed between the land owner and developer as per

Shamsuddin Ansari
30.11.12

PATLIPUTRA HERITAGE HOMES PVT LTD.
30.11.12

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, Developer 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.

25 The Developer may purchase or enter into development agreement for the land adjacent to the schedule land for the construction of multi storied building with amalgamation of the adjacent land and Schedule land altogether and land owner/s will have no objection regarding the same in future except protecting his right.

26 **THAT**, in case of any dispute arising out of the terms and conditions of this Development Agreement the same shall be referred by the parties to the sole Arbitrator for deciding the dispute in accordance with the provisions contained in Arbitration & Conciliation Act, 1996. The decision of the sole arbitrator shall be final and building upon the parties.

27 The Land Owner shall pay to the developer, the amount of Service Tax payable on his share and thereafter, the same shall be deposited by the Developer to Service Tax authorities.

28 **THAT**, the contents and purpose of this Development Agreement have been read over and explained and both the parties have fully understood the same and in their full sense without any threat and coercion, they have willfully put their respective signature in presence of the witnesses as token of their acceptance and commitment to the Development Agreement.

SCHEDULE-I OF THE PROPERTY

All that piece and parcel of land measuring **32.5 Decimals (Thirty Two Point Five Decimals)** situated at Survey Plot No. – 674 (P), Khata No. – 279, Tauzi No – 5276, Mauza – Mustafapur, Thana No. – 36, Survey Thana – Danapur, at present P.S. – Khagaul, in the Twon and District of Patna, within the limit of Danapur Nagar Parisad and under the Sub

PATLIPUTRA HERITAGE HOMES PVT. LTD.

30.11.12

Registration Office Danapur and District Registration Office Patna and annual Ground rent Rs2.50 payable through Circle Office Danapur vide Zamabandi No. – 777 and bounded as follows:

North	-	Survey Plot No. 674 (Part) Smt.Anita Kumari.
South	-	Survey Plot No. 674 (Part) Sri Hemendra Kumar.
East	-	Branch Road
West	-	Late Gajendra Pd. Singh & Yatish Kumar

Note : Govt. value is mentioned at **Code No. - 157 & Zone – 2** of M.V.R. 2012-13.
Which market value of above land is Rs.81,25,000/- (Rupees Eighty One Lacs Twenty Five Thousand) only.

SCHEDULE – II
BRIEF SPECIFICATIONS

1.	FOUNDATION	: Raft / pile foundation with cast in situ piles.
2.	SUPER STRUCTURE	: Earth quack resistance R.C.C. Framed Structure.
3.	MASONARY	: 5" first class Bricks masonry wall.
4.	FLOORING	: Vitrified tiles (kajaria / Johnson / Somany or equivalent make) for the entire flat, Kadappa stone in all common space and stairs, anti skid tiles in toilets.
5.	PLASTER	: Internal wall finished with white cement putty and external wall finished with white cement putty and weather coat.
6.	DOORS	: Main door fully decorative teak veneer flush door & night latch with brass fitting and other doors will be teak veneer commercial flush door.

PATLIPUTRA HERITAGE HOMES PVT. LTD.

7.	WINDOWS	: Wooden (Sakhua) frame Aluminium / powder coated / aluminium anodized windows with steel grills.
8.	TOILETS	: Provision for hot & cold water system. Glazed tiles in eye soothing color on wall up to 7'-0" in height. Sanitary ware and fixtures of standard ISI make.
9.	KITCHEN	: Open Kitchen with marble working platform, stainless steel sink, glazed tiles dado up to 2'-0" height. Provision for hot & cold water in the sink, exhaust fan space in window.
10.	ELECTRICAL	: Fire retardant cables such as Hevals / Finolex & modular switches. Provision for adequate light and power point, TV and telephone point in living and master bedroom. Power distribution with MCB's.
11.	PLUMBING	: All internal water supply pipes shall be concealed and of standard make. Fittings will be of good quality of Sanitary Ware & Fixture of standard make.
12.	PARKING	: Parking in basement.
13.	WATER SUPPLY	: deep boring with tubewell and R.C.C. Tank.
14.	GENERATOR	: Emergency Power supply of 500 W to all the flats with standard make generator. (Maintenance of the generator will be done by the society formed in the building.)
15.	LIFT	: Provision for lift (standard make lift)

PATLIPUTRA HERITAGE ... IES PVT LTD

IN WITNESS WHEREOF THE PARTIES here to have executed and delivered these presents in original and its duplicate copy duly signed by both parties on the day, month and year first above written.

LANDOWNER

Shemendra Kumar
30.11.12

(SHEMENDRA KUMAR)

DEVELOPER

PATLIPUTRA HERITAGE HOMES PVT LTD

Nawnil
30.11.12

(NAWNIL KUMAR SINGH)
Managing Director
For M/S Patliputra Heritage Homes Pvt. Ltd.

WITNESSES:

1. Lalankumar Jha
S/O Late Jomenath Jha
Mauzaayinan
P.S. Hajeepur Patna.

2. Harendra Kumar Singh S/o Late Sarbanand Sinha
Village Kothawan, P.O & P.S - Khagaul, Patna.

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. 162600/-	Amt.Paid By N.J Stamp Paper	Rs. 0/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 163479/-

Registration Fee

FEE PAID												
	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	150	K1c	0	Mb	25
	A10	0	E	250	J1	0	K2	0	Na	54
	B	0	H1a	0	J2	0	Li	0		
									TOTAL-	479

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 879

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

Registering Officer
Patna

Date: 30/11/2012

Endorsement under section 52

Presented for registration at Registration Office, Patna on Friday, 30th November 2012 by Shemendra Kumar S/O-Sri Harendra Kumar Singh by profession Others. Status - Executant

Shemendra Kumar
30-11-2012

Signature/L.T.I. of Presentant **Date:30/11/2012**

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Lalan Kumar Jha' age '49' Sex 'M', 'S/O-Late Jamuna Jha', resident of 'Maurya Vihar Transport Nagar, Kumhrar, Patna'), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 30/11/2012

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 577 on pages on 446 -460 , for the year 2012 and stored in CD volume No. CD-90 year 2012 .The document no. is printed on the Front Page of the document.

Registering Officer
Patna

Date : 30/11/2012

Token No. : 36477 Year : 2012 S.No. : 35612 SCORE Ver.3.0 Deed No . : 29793

Serial No. 6174 Book No. :- 1 Deed No. 5999

Serial No. 6174 Deed No. 5999

Govt. of Bihar
Sub Registry Office ,Danapur
Summary of Endorsement

This document was presented for registration on 14/05/2013 by Vinod Kumar Singh
A stamp duty of Rs. 626560/- and other fees of Rs. 620/- 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. 5999 in Book No. 1, Volume No. 103 on pages from 560 to 572 and has been preserved in total 13 pages in C.D. No. 16 / Year 2013

14/5/2013
Signature with Date
(Dhananjay Kumar Rao)
Registering Officer, Danapur

Date: 14/05/2013 Token No: 6295 /2013

Ashok Kumar Singh 14/5/2013
Vinod Kumar Singh 14/5/2013
Yatish Kumar 14/05/2013

DEVELOPMENT AGREEMENT

THIS DEVLOPEMENT AGREEMENT is made and entered on this 13 Day of May 2013.

BETWEEN Yatish Kumar

SRI VINOD KUMAR SINGH & SRI ASHOK KUMAR SINGH both S/o Late Gajendra Prasad Singh, & **SRI YATISH KUMAR SINGH** S/o Sri Vinod Kumar Singh, resident of Village – Kothwan, P.S. – Khagaul, Dist – Patna, hereinafter referred to as the "LAND OWNERS" (Which expression, shall unless excluded by or be repugnant to the context be deemed to include his, assignees, executors, administrators and successors-in-interest) of the FIRST PART.

AND

PATLIPUTRA HERITAGE HOMES PVT LTD

Sub District Registry Office,Danapur

Token Number 6295 | Reg. Year 2013 | Serial Number 6174 | Deed Number 5999

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Identified By	Manish Singh Dangi						
Sig.	14/5/13						
Claimant	Nawnil Kumar Singh						
Sig.	14.05.2013						
Executant	Vinod Kumar Singh	[x] Photo	[x] Thumb	[x] Index	[x] Middle	[x] Ring	[x] Little
Sig.	Binod Kumar Singh 14/5/2013						
Executant	Yatish Kumar Singh						
Sig.	Yatish Kumar 14/05/2013.						
Presented By	Vinod Kumar Singh						
Sig.	Binod Kumar Singh 14/5/2013						
Executant	Ashok Kumar Singh						
Sig.	Ashok Kumar Singh 14/5/2013						

SCORE Ver.3.0 | Powered by InfoSystem and Solutions,Patna | Biometric Captured By 2802sop001

M/S PATLIPUTRA HERITAGE HOMES PVT. LTD. a Company incorporated under Companies Act 1956 vide Reg No. 03-08796 of 1999-2000 having its registered office at 24, Surya Apartments, Fraser Road, Patna 800001 through its Managing Director SHRI NAWNIL KUMAR SINGH S/o Late Jai Mangal Singh, residing at S02, Shivam Apartments, Road No. 5D, North S K puri, Patna 8000013, Town and District – Patna, hereinafter called the DEVELOPER, which expression unless repugnant to the context shall mean and include its heirs, executors, administrators, legal representatives, assignees and successors-in-interest of the **SECOND PART.**

WHEREAS, the owner is seized and possessed of or otherwise was and is sufficiently entitled to the property which are Situated on Survey Plot No, - 671, 672 & 673, Khata No. – 260, Tauzi No. – _____, Mauza – Mustafapur, Thana No. – 36, Survey Thana – Danapur, at present P.S. – Khagaul, in the town and district of Patna having measuring more or less **80 Decimals**, as more fuliy and particularly described in the Schedule hereunder and forming a part of this agreement.

ANDWHEREAS, Sri Vinod Kumar Singh, Sri Ashok Kumar Singh both S/o Late Gajendra Prasad Singh and Sri Yatish Kumar S/o Sri Binod Kumar Singh inherited the property by the principle of survivorship and inheritance. Thereafter, they got mutated their in Govt. records through circle office, Danapur and according revenue receipt is being issued in their name vide jamabandi no. – 3125 Mutation Case no. 5918/2012-13.

ANDWHEREAS, after due negotiations between the aforesaid parties, the Developer finally decided to take the said property for development and has assured and guaranteed the land owners to develop the said property without putting the land owners to any loss or damage.

ANDWHEREAS, as a result of the Developer negotiating between the parties here to land on the representation and declaration made by the Land Owners as herein above recorded, an agreement for development of the said property by the developer has been arrived at upon the terms and conditions hereinafter appearing.

ANDWHERSAS, the Land Owners hereby grants to the developer and the developer hereby accepts from the land owner the right to develop the said property more particularly mentioned in the SCHEDULE-I

Ashok Kumar Singh Binod Kumar Singh Yatish Kumar
14/5/2013 14/5/2013 14/05/2013.

PATLIPUTRA HERITAGE HOMES PVT. LTD.

hereunder in the manner appearing on the terms and conditions and stipulation mentioned in the agreement.

ANDWHEREAS, after negotiations both the parties mutually arrived at to the Development Agreement with certain terms and condition. For the sake of convenience of the parties, the terms and conditions of Development Agreement are hereby reduced in writing.

NOW THE DEED OF DEVELOPMENT AGREEMENT WITNESSETH BYAND BETWEEN THE PARTIES HERE TO AS FOLLOWS:-

1 **THAT**, the Land Owners made a proposal to the Developer for developing and constructing the multi storied building on his said land and the Developer accepted the same.

2 **THAT**, the Land Owners hereby authorizes the Developer to do all the development related works on the land site as well as in concerned office(s).

3 THIS deed of Development Agreement shall become effective from the date of its execution.

4 **THAT**, any agreement, undertaking, conveyance executed by the Land Owner which have not mentioned in this Development Agreement shall remain the sole responsibility of the Land Owner and the Land Owner hereby undertakes that such agreement etc. if any found, would not affect this Development Agreement and development work in any manner.

5 **THAT** if any hurdles / obstruction/hindrances come in way of development work due to misrepresentation of concealment of fact by the Land Owner or due to intervention of any Govt. Authorities in respect to the said land, the Land Owners hereby undertakes to indemnify the Developer for the loss etc. incurred by the Developer.

6 **THAT**, the Developer shall first get the vacant, peaceful and physical possession of the Land, and prepare a building plan map of the proposed multi storied building for getting it sanctioned by the competent authority.

7 **THAT**, the Developer shall construct building in accordance with the plan duly sanctioned by the competent authorities.

8 **THAT**, it has been agreed upon that the Developer will construct the building on its own cost and thereafter, the

Bimal Kumar Singh Jatish Kumar 14/05/2013.

Ashok Kumar Singh 14/5/2013

14/5/2013

PATLIPUTRA HERITAGE HOMES PVT. LTD.

distribution of share in super built up area of the constructed building between the Land Owners and the Developer will take place at each and every floor proportionately as under.

(a) Land Owner's share will be 55% (Fifty Five Percent) of super built area and also same percentage i.e. 55% (Fifty Five percent) within the Parking space.

(b) Developer's share will be 45% (Forty Five percent) of super built up area and also same percentage i.e. 45% (Forty Five percent) within the Parking space.

The Super Built up Area will be floor wise as far as possible and these terms and conditions should also reflect in the concerned building map to be prepared before execution of the construction work. However, the Supplementary Agreement may be entered into between the parties for division of the Land Owner and Developer share floor wise in the said multi storied building.

9 **THAT**, the Land Owner and the Developer shall also get their respective proportionate undivided share in the land.

10 **THAT**, the multi storied / complex building shall be known as ***THE HERITAGE.***

11 **THAT**, the Developer shall provide and meet the total cost of development and construction of proposed complex from its own resources and that Land Owner shall not be required to meet any part of it.

12 The Developer shall appoint an Architect for drawing and preparing the plans, designs, drawings and elevation of the intended building complex to be constructed on the said property, all expenses, to be incurred and fees to be paid to the said Architect, shall be paid and borne by the Developer. It is further agreed and settled that the Developer shall develop the said property ensuring the construction to the maximum permissible F.A.R. and / or according to plan sanctioned from Nagar Parishad, Danapur.

Pritish Kumar Singh 14/5/2013

Ashok Kumar Singh 14/5/2013

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13 **THAT**, after preparation of the building plan / map keeping view the standard specification, the Developer shall present it to the competent authorities for its sanction and the Land Owner shall co-operate and facilitate in it in a positive manner. Any expenses incurred in preparation of map and getting it sanctioned from the competent authorizes shall be borne by the Developer.

14 **THAT**, in event of any obstruction caused in construction either by the Land Owner due to defect or by any Govt. authorizes or otherwise or by any natural incident such as the Act of God or force majure, the Land Owner undertakes to make relaxation in terms and conditions with regard to the period of completion of the multi storied building.

15 **THAT**, the Land Owner shall execute all necessary instruments / documents including the Agreement for Distribution of shares of constructed area whenever required for the purpose of development and transfer of its share in multi storied building.

16 After the registration of this Development Agreement the Owners and Developer shall be entitled to sale or enter into agreement for sale of other agreement or mortgage on behalf of their shares directly to its prospective buyers or financial institutions.

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

18 The Land Owners hereby declares :

(a) That the area of the said property is about More or Less **80 Decimals** (approx).

(b) **That**, there is no notice or order passed by the Patna Municipal Corporation or and other body authority for setback thereof and there is no acquisition whatsoever nature by the municipality or other body or authority relating to the said property or of any part thereof.

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Ashok Kumar Singh 14/5/2013

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(c) **THAT**, there are no statutory claims, demands, attachments or prohibitory orders made by the Taxation Authorities / Revenue Authorities or any Government or other local bodies or authorities concerning or relating to the said property or any part thereof.

(d) **THAT**, there is no subsisting agreement or arrangement in respect of the aforesaid property with any other developer or any person / persons.

(e) **THAT**, there is no notice or case pending before any Court or before any Magistrate regarding said property. And if the Developer finds any dispute at any time regarding the said property, the developer shall be entitled to revoke this agreement and realize expenses along with interest @ Bank rate per annum from the land owner.

(f) **THAT**, except the Land Owner none else is entitled to or has any share, right, title and interest in the said property and the Land Owner is not benamidar or trustee for any one in respect of the said property.

(g) **THAT**, there is no dues whatsoever against the said property to any Govt. Dept. or any local bodies.

19 **THAT**, all the development works should be completed within Five (5) years with a grace period of one year from the date of sanction of the map / building plan by the competent authorities.

20 **THAT**, in case of any unforeseen circumstances such as natural calamity, Act of God, force majure etc., the Land Owners shall extend the time for completion of the execution of work. For development and completing the project the total time for construction shall be calculated from the date of sanction of plan by the competent authorities and if there is any further delay beyond the stipulated period of time in giving delivery of possession of the Land Owner's share in fully constructed area, the Developer shall pay the Land Owner by way of compensation at the rate of Rs.5/- (Rupees Five) only per sq. ft. per month till the date of delivery of the land owner's share in the multi storied building.

21 The land owner hereby irrevocably undertake not to sell, dispose of alienate with the possession of the said land or

Bimal Kumar Singh Jyotirish Kumar 14/5/2013

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any part there of save and except putting the developer in possession thereof for the purpose of development pursuant to this agreement with the ultimate object as described above. But the Land Owners can negotiate for sale of his share.

22 In addition to the right and interests of the Developer over the above mentioned super built up area in the building to be constructed on the said property in terms of this agreement, the Developer shall also have and enjoy proportionate, right, over the super built up area which will include corridors, staircases, passage ways, terrace of the buildings, water tanks, reservoirs, open space and all the common areas.

23 The Developer shall strictly with the provisions of Nagar Parisad, Danapur and the provisions of the law relating to the construction of the intended building / complex and the Developer shall provide for all civil, electrical, plumbing and sanitary work including installation of overhead tanks, provisions of water supply, water pump, compound wall, Sewerage arrangement etc. as per the specification and amenities set out in our agreed schedule.

24 It is further agreed by the parties that any alteration in the approved building plan within the parameter of the PRDA (dissolved) / PMC building rules and regulation which may be deemed necessary during or after the sanction of the building plan shall be done by the developer and such changes at developer 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 Owners, Developer 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.

25 The Developer may purchase or enter into development agreement for the land adjacent to the schedule land for

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the construction of multi storied building with amalgamation of the adjacent land and Schedule land altogether and land owner/s will have no objection regarding the same in future except protecting his right.

26 **THAT,** in case of any dispute arising out of the terms and conditions of this Development Agreement the same shall be referred by the parties to the sole Arbitrator for deciding the dispute in accordance with the provisions contained in Arbitration & Conciliation Act, 1996. The decision of the sole arbitrator shall be final and building upon the parties.

27 The Land Owner shall pay to the developer, the amount of Service Tax payable on his share and thereafter, the same shall be deposited by the Developer to Service Tax authorities.

28 **THAT**, the contents and purpose of this Development Agreement have been read over and explained and both the parties have fully understood the same and in their full sense without any threat and coercion, they have willfully put their respective signature in presence of the witnesses as token of their acceptance and commitment to the Development Agreement.

SCHEDULE-I OF THE PROPERTY

All that piece and parcel of land measuring **80 Decimals (Eighty Decimals)** situated at Survey Plot No. – 671, 672 & 673, Khata No. – 260, Tauzi No – [illegible], Mauza – Mustafapur, Thana No. – 36, Survey Thana – Danapur, at present P.S. – Khagaul, in the Twon and District of Patna, within the limit of Danapur Nagar Parisad and under the Sub Registration Office Danapur and District Registration Office Patna and annual Ground rent Rs2.50 payable through Circle Office Danapur vide Zamabandi No. – 777 and bounded as follows:

North	-	Plot No. 676
South	-	Rediant School
East	-	Plot No. 674
West	-	Saguna Khagaul Road

Jyotish Kumar 14/05/2013.

Binod Kumar Singh 14/5/2013

Mukesh Kumar Singh 14/5/2013

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Note : Govt. value is mentioned at **Code No. - 157 & Zone – 2** of M.V.R. 2,84,80,000/-
Which market value of above land is Rs. _____/-
(Rupees 3,13,28,000/-) only.

Bimal Kumar Singh Hadiah Kumar 14/5/2013

Mahavir Kumar Singh 14/5/2013

PATLIPUTRA HERITAGE HOMES PVT LTD

SCHEDULE – II
BRIEF SPECIFICATIONS

1.	FOUNDATION	: Raft / pile foundation with cast in situ piles.
2.	SUPER STRUCTURE	: Earth quack resistance R.C.C. Framed Structure.
3.	MASONARY	: 5" first class Bricks masonry wall.
4.	FLOORING	: Vitrified tiles (kajaria / Johnson / Somany or equivalent make) for the entire flat, Kadappa stone in all common space and stairs, anti skid tiles in toilets.
5.	PLASTER	: Internal wall finished with white cement putty and external wall finished with white cement putty and weather coat.
6.	DOORS	: Main door fully decorative teak veneer flush door & night latch with brass fitting and other doors will be teak veneer commercial flush door.
7.	WINDOWS	: Wooden (Sakhua) frame Aluminium / powder coated / aluminium anodized windows with steel grills.
8.	TOILETS	: Provision for hot & cold water system. Glazed tiles in eye soothing color on wall up to 7'-

	0" in height. Sanitary ware and fixtures of standard ISI make.
9. KITCHEN	: Open Kitchen with marble working platform, stainless steel sink, glazed tiles dado up to 2'-0" height. Provision for hot & cold water in the sink, exhaust fan space in window.
10. ELECTRICAL	: Fire retardant cables such as Hevals / Finolex & modular switches. Provision for adequate light and power point, TV and telephone point in living and master bedroom. Power distribution with MCB's.
11. PLUMBING	: All internal water supply pipes shall be concealed and of standard make. Fittings will be of good quality of Sanitary Ware & Fixture of standard make.
12. PARKING	: Parking in basement.
13. WATER SUPPLY	: deep boring with tubewell and R.C.C. Tank.
14. GENERATOR	: Emergency Power supply of 500 W to all the flats with standard make generator (Maintenance of the generator will be done by the society formed in the building.)
15. LIFT	: Provision for lift (standard make lift)

Bimal Kumar Singh Hetiram Kumar
14/5/2013.

Ashok Kumar Singh
14/5/2013

PATLIPUTRA HERITAGE HOMES PVT. LTD.

IN WITNESS WHEREOF THE PARTIES here to have executed and delivered these presents in original and its duplicate copy duly signed by both parties on the day, month and year first above written.

LANDOWNER

(VINOD KUMAR SINGH)
Binod Kumar Singh
14/5/2013

(ASHOK KUMAR SINGH)
Ashok Kumar Singh
14/5/2013

(YATISH KUMAR SINGH)
Yatishkaymar
14/05/2013.

DEVELOPER

PATLIPUTRA HERITAGE HOMES PVT. LTD.
Nawnil 13.05.2013

(NAWNIL KUMAR SINGH)
Managing Director
For M/S Patliputra Heritage Homes Pvt. Ltd.

WITNESSES:

1. मनिष सिंह दोगरी
परिचारक गया आरसी भवन
पटना
14/5/13
2. Devendra Pal Singh
S/o Sri Ramlachan Singh
G-1 Shivam Ob. N.S.I.C. Phase
Patna
Dated 14/5/13

Certificate of Registration under section 60 read with Rule 21 of the Bihar Stamp Rules, 2008. Scanned with CamScanner Fee collected under section 25(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act	Rs.	626560/-	
Addl.Stamp duty paid under Municipal Act	Rs.	0/-	
Amt.Paid By N.J Stamp Paper	Rs.	0/-	
Amt.paid through Bank Challan	Rs.	627180/-	

Registration Fee

FEE PAID										
	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	0	K1c	0	Mb	0
	A10	0	E	250	J1	0	K2	0	Na	45
	B	0	H1a	0	J2	0	Li	0		
									TOTAL-	295

LLR + Proc Fee		Service Charge
LLR	0	325
Proc.Fee	0	
Total	0	

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 620

Registering Officer
Danapur

Date: 14/05/2013

Endorsement under section 52

Presented for registration at Registration Office, Danapur on Tuesday, 14th May 2013 by Vinod Kumar Singh S/O Late Gajendra Prasad Singh by profession Others. Status - Executant

Registering Officer
Danapur

Signature/L.T.I. of Presentant **Date:14/05/2013**

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Manish Singh Dangi' age '26' Sex 'M', 'S/O Ramashish Singh', resident of 'Sarai, Khagaul, Patna',), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Danapur

Date : 14/05/2013

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Danapur in Book 1 Volume No. 103 on pages on 560 -572 , for the year 2013 and stored in CD volume No. CD-16 year 2013 .The document no. is printed on the Front Page of the document.

Registering Officer
Danapur

Date : 14/05/2013

Token No. : 6295 **Year : 2013** **S.No. : 6174** **SCORE Ver.3.0** **Deed No . : 5999**

SCANNED

By Checked By