

Serial No. 5831 Circle:-Patna

Book No. :- 1 Deed No. 5316

Serial No. 5831

Deed No. 5316



Govt. of Bihar
District Registry Office, Patna

Summary of Endorsement

This document was presented for registration on **12/05/2016** by **Ravi Nandan Prasad**

A stamp duty of Rs. **4001000/-** and other fees of Rs. **65550/-** 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. **5316** in Book No. **1**, Volume No. **126** on pages from **152** to **173** and has been preserved in total **22** pages in C.D. No. **19 / Year 2016**

Date: 12/05/2016

Token No: 6047 /2016

Signature with Date
(Prashant Kumar)
Registering Officer, Patna

SCANNED BY

DEVELOPMENT AGREEMENT

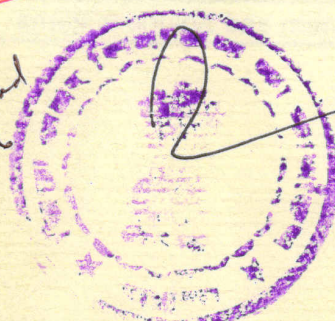
This DEVELOPMENT AGREEMENT is executed on this the 12th day of May Two Thousand Sixteen i.e. on 12/05/2016 at Patna,

BY AND BETWEEN

1. **SHRI RAVI NANDAN PRASAD (PAN ALFPP5557K)** aged about 67 yrs
occupation retired civil engineer mobile no 9835219809

2. **MR. RAJ NANDAN PRASAD (PAN ADEPP6850G)**, aged about 53 yrs
occupation lawyer mobile no 9934762599

*executed the development agreement
Raj Nandan Prasad
12/5/16*



Durga Projects & Infrastructure (P) Ltd.

12/5/16
Director

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5/12/2016

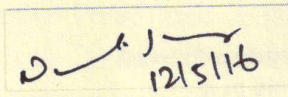
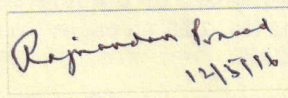
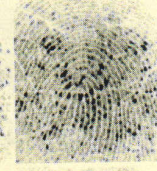
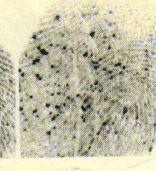
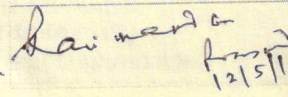
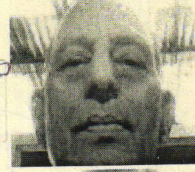
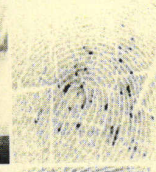
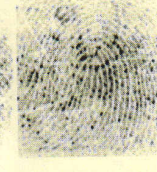
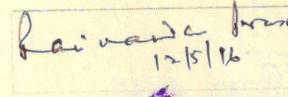
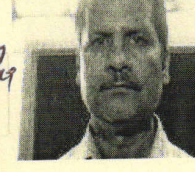
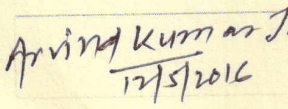
District Registry Office, Patna

Token Number 6047

Reg. Year 2016

Serial Number 5831

Deed Number 5316

Prestype	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Navneet Jhunjhunwala (Dir)						
Sig.	 12/5/16						
Executant	Raj Nandan Prasad						
Sig.	 14/5/16						
Executant	Ravi Nandan Prasad						
Sig.	 12/5/16						
Presented	Ravi Nandan Prasad						
By	 12/5/16						
Identified	Arvind Kumar Jha						
By	 12/5/2016						



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Biometric Captured By 2800sop021

Both of the above are ~~son(s)~~ of Late Dr. Swaminandan Prasad and both are residing at S. P. Verma Road, P.S. Gandhi Maidan, ~~Town & District~~ Patna, Both are Indian citizen

Hereinafter jointly and severally called and referred to as **LAND OWNERS/ OWNERS/ FIRST PARTY** (which term unless excluded by or repugnant to the context shall mean and include their heirs, executors, administrators, legal representative, successors and assigns) of the **One Part**.

AND

M/S DURGA PROJECTS AND INFRASTRUCTURE P LTD

(PAN AACCD5554H),

A Private Limited Company having its Office at, 01st Floor, **Durga Kunj**, Domri Kothi , Exhibition Road, Patna – 800001, P.S. GANDHI MAIDAN, District Patna

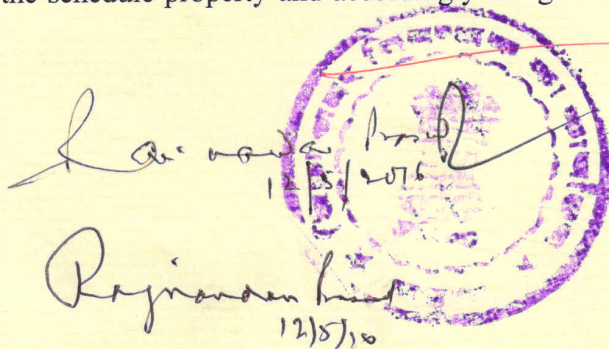
Represented by its Director **Shri. Navneet Jhunjunwala** aged about 46 yrs S/o **Sri Om Prakash Jhunjunwala** residing at **Durga Kunj, 3rd floor ,Doomri Kothi, Exhibition Road ,Patna-800 001, P.S. Gandhi Maidan, District Patna**

Hereinafter called and referred to as the **Developer/ SECOND PARTY**, which term unless excluded by or repugnant to the context shall mean and include, its executors, administrators, legal representative, successors-in-interest and assigns of the **Second Part**.

The First Party and the Second Party are together called as **Parties** unless referred to otherwise

WHEREAS:

- A. The land measuring **21776** sqft further detailed in Schedule to this indenture and hereinafter called as the Schedule Property, belonged to Late Tara Devi wife of Late Dr. Swaminandan Prasad. Late Tara Devi acquired the said property through a registered release deed dated 14/12/1962 ,Bearing Book no 1, Volumn No 20 for 1963 Page no 597 to 600, Deed no 8443 and thus was the absolute owner of the schedule property and accordingly she got her name mutated in the record of


Rajnarayan Singh
12/5/16

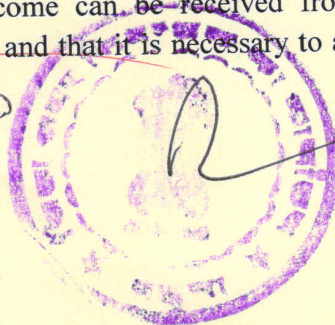
Durga Projects & Infrastructure (P) Ltd.

N 12/5/16 Director

the Government Srista and thus was paying the required taxes to the PMC (Patna Municipal Corporation) and the State of Bihar.

- B. Late Tara Devi during her lifetime executed a will in favor of her two sons, i.e., her two sons Ravi Nandan Prasad and Raj Nandan Prasad. The said will was probated on 12.01.2016 vide **Test Case No. 10/13 by the Hon'ble High Court** and thus the owners became the absolute owners of the schedule property, and thus the owners mutated their name in the record of Government Srista and have been paying the relevant taxes to the Government of Bihar through Circle officer Patna Mutation Case no 432/3/2014-15 and Jammabandi NO 3699/1 and also paying taxes to the PMC.
- C. In the will dated 26.09.2007 the Shiv Mandir has been written as situated at the eastern boundary but it is clarified that it was a mistake as in the release deed dated 14.12.1962 and also in the purchase deed prior to that dated 19.8.1961 the said shiv Mandir is on the western side. The Shiv Mandir is physically in the Western side which confirms the schedule of the release deed and purchase deed. Thus the corrected schedule is mentioned in this indenture
- D. Thus the Owners herein have got perfect marketable right, title and interest over the schedule property and they have unfettered rights to the schedule property including power and authority to sell, develop or otherwise dispose of the same in any manner they like.
- E. With the intention of the Owners to develop the Schedule Property into a Commercial/Residential Building Complex, the Owners have had several rounds of negotiations with several developers and also with the Developer herein, and after several negotiations, the below terms and conditions of the development have been arrived at between the parties.
- F. The owners for their family necessity and for the betterment of the family and realizing that much higher income can be received from a better developed property, than as it stands now, and that it is necessary to augment the income of

Ravi Nandan Prasad
12/5/16
Raj Nandan Prasad
12/5/16



Durga Projects & Infrastructure (P) Ltd.

12/5/16 Director

the family, for the betterment of the family, are thus entering into this Development Agreement on the terms and conditions as set out in this indenture.

G. The proposed Commercial / residential Building complex to be developed on the schedule property shall be referred to as **"BUILDING COMPLEX"** in this indenture hereinafter.

H. The owners and the developer agreed to certain terms and conditions with regards to the:

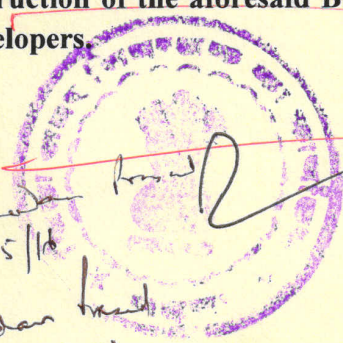
- i. Irrevocable license by the Owners to the developer to develop and construct on the Schedule Property.
- ii. Sharing of the developed area and the undivided share of land between the owners and the developer.
- iii. Working model for the building complex keeping in view the benefit of the developer, the owners herein and the prospective customers / occupants of developed area of the developed area in the said **"Building Complex"**.

I. The parties hereto are desirous of recording their such understanding arrived at, hence this development agreement.

Now this Agreement Witnessed and it is hereby agreed and declared by and between the parties hereto as follows:-

1. The owners above named have agreed to appoint the above said developer for the development of the Schedule Property into a **"Building Complex"** and entrusts the rights of development of the Schedule property and the proposed "Building Complex" to the developer and/or their nominees and the Developer have agreed to undertake the development of the schedule property into the , " Building Complex " at their own cost , and to plan , develop and construct the BUILDING COMPLEX with parking spaces in accordance with the local bye laws.
2. Entire cost of construction of the aforesaid Building Complex will be borne and paid by the developers.

Ravi 12/5/16
Rajendra 12/5/16

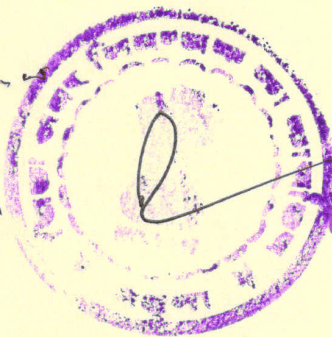


Durna Projects & Infrastructure (P) Ltd.

N 12/5/16 Director

3. The owners will convey, transfer, and/or assign to the developer and or its nominee(s) free from all encumbrances 48% of the Schedule Property and the Developer shall transfer to the Owners 52% of the developed area in the proposed building complex, subject to the other terms and conditions as mentioned in this indenture. The Developer shall invest all the money needed for the development and construction of the proposed Building Complex, thus the Developer shall be the owner of the Building Complex until transfer and as the Owners are the owners of the complete Schedule Property until transfer, this Development Agreement shall complete only when the Developer transfers 52% of the Developed Area in the Building Complex and the Owners transfer 48% of the undivided share in the Schedule Property in the name of the Developer or its nominees
4. The further consideration for this Agreement is the developer putting up construction in terms of this Agreement by incurring total expenses by itself and transferring the same to the extent of 52% to the Owners and further consideration would be to provide common pool area and common benefits.
5. The owners have put the developers in possession of the schedule property and such possession shall be absolute possession. including 1200 sqft approx of temporary structure from the side of shiva temple which will be kept/used by land owner till the start of landscape work of the project) For the construction of the building complex However, the title to the schedule property shall continue with the owners until 48% undivided rights thereon is transferred to the developer or its nominees as contemplated in this Agreement. *The owner will at no point of time shall try to dispossess the developers from the schedule property.*
6. **The developers will proceed expeditiously with planning, design and drawing of the schedule property and the proposed building complex soon after the execution of this agreement in consultation with owners. The Developer shall construct and complete the same in the time period as mentioned elsewhere in this indenture. The construction shall be started only after getting the sanction from all the competent authority(s).** The development shall be subject to Force Majeure.

Rajendra
12/5/16
Rajendra
12/5/16



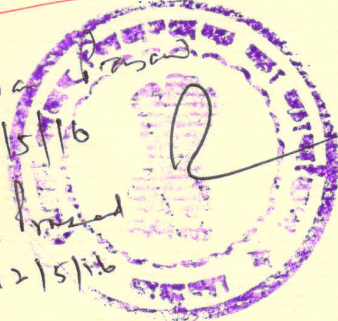
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12/5/16 Director
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7. As per Apartment Act 2006, the owners will have full right, title, ownership, interest over the built up area to be transferred to the owner and thus on transfer of the built up area by the Developer to **the owners**, **the owners will be fully entitled to enjoy the transferred built up area and will be fully entitled to transfer, convey, grant otherwise alienate or transfer their interest in any manner as deemed fit to any person and/ or legal entity** on such terms and conditions as may be decided upon by the owners through required Conveyance Deeds.
8. Similarly, the Developer are having absolute and unfettered ownership over its 48% ~~developed area and undivided share of land in the~~ Schedule Property. The Developer are having unfettered rights to enjoy the said 48% developed area and corresponding undivided land and are fully entitled to transfer its interest in any manner as it deems fit, to any person and/or legal entity, as and when it desires.
9. That the Developer undertakes to complete and keep ready for transfer the entire construction within **30 (thirty) months** and a grace period of **6 months** from the date of sanction of plan, provided that if any time is lost to the developer by Force Majeure, i.e. such happening which is beyond the control of the developer which includes earthquake, fire, tempest or other inevitable cause as accident or from any strike or lockout affecting work, then such time lost will be further added to the above period of 30+6 months. If the Developer does not complete the Building Complex within the above said time frame, then the developer shall be liable to pay a compensation of **Rupees 1, 00,000/- (one lacs only)** only per month to the owners till the Owners share is made ready, transferred and handed over to the owners. The Developer has an automatic extension of time to complete the project subject to the obligation to compensate in terms of this clause.
10. That time shall be construed as the essence of the contract and it is therefore hereby expressly provided and declared that:
- 10.1. If the developer shall make default in commencing the work within a reasonable time ~~from date hereof~~ after plan in sanctioned, and area distribution agreement is entered into.

Rajendra Prasad
12/5/16

Rajendra Prasad
12/5/16



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12/5/16
Director

- 10.2. If the developer shall at any time whether before or after the date or extended date of completion may default in proceeding with the work with deliberate diligence in conflict with the terms of this Agreement or
- 10.3. If the developer deliberately violates the construction of the building from the plan sanction, in that case the land owner will be at liberty to give notice in writing of such violation to the second party that is developer specifying the same and in spite of that if the second party shall deliberately continue with such violation for the period of 90 days (cure period) after such notice that the land owner shall have right to determine the development agreement.
11. After the registration of this Development agreement and along with the submission of the plan of the proposed building complex to the competent authority **an area distribution agreement shall be executed between the parties** in which:
- 11.1. 52% of the developed property to be transferred to the owner shall be finalized and recorded and 48% of the developed property to be retained by the developer shall be recorded and the same would be reduced to writing by way of area distribution Agreement. The Area finalized for the owners shall be called as **"OWNER's AREA"** and the Area finalized for the developers shall be called as **"DEVELOPER's AREA"**. **However, pending finalization of such distribution agreement, 48% of Eastern side of each floor shall be taken by the Developer.**
12. The construction work will start after the above said area distribution agreement has been executed by the parties and the sanction of the plan by the competent authority
13. The developer before submission of the map to the competent authority shall discuss in detail with the landowners about the Building Complex to be constructed along with the architects appointed by the builder and only after full satisfaction of the landowner with regard to the map, the map shall be submitted before the competent authority. However, it is made clear that to avoid delay.

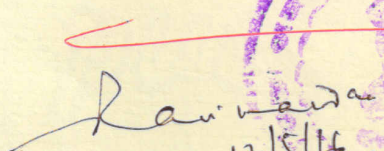
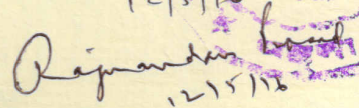
Sanandan
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Rajender
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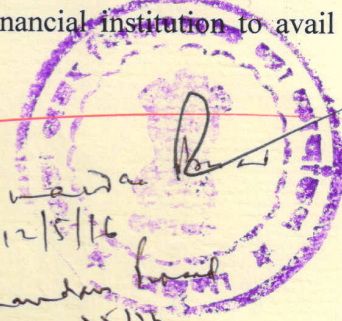


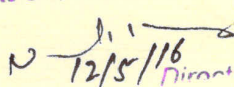
Durga Projects & Infrastructure (P) Ltd.

N 12/5/16 Director

14. **The plans to be submitted to the competent authority shall be jointly signed by the Owners and the Developer.**
15. The developer shall provide easy access to landowners or their nominees to inspect the construction materials at every stage of construction of Building Complex. If at any point of time it is observed by the landowners that the materials being used are not as per specification, the developer shall immediately take appropriate steps for replacement. The land owner will give written notice to the developer and the developer has to correct it within 90 days
16. The developer shall ensure that there is no deviation from the sanctioned plan. If any delay is caused by such deviation a penalty shall be imposed by the land owners for the same, and the developer shall be bound to rectify the defect as soon as possible. If any penalty is imposed by the competent authority for the deviation in construction, the same shall be borne by the builder.
17. The owners or their nominee shall be free to visit the site of construction on any day at day / nighttime. Night time shall be preferably avoided as there will be pits etc. and that can be dangerous and can cause accident. The Developer shall provide necessary all to the Owners towards the visit to the schedule property.
18. Henceforth the developer will be deemed to be in possession of the schedule property with regards to building complex and will be free to do all lawful acts, deeds and things required for development at the developers own cost.
19. That the developers will act as independent developer in constructing the said building over the schedule property **and will keep the owner indemnified from and against all third party's claims** arising out of any act or omission against the development in or relating to the construction of the Building Complex. The owners hereby authorize the developers to do, if required all acts, deeds matters, things and in particular subject to other provisions of this agreement towards the fulfillment of the development of the Schedule Property into a Building Complex. The developer can take loan by offering security of the developer's area and loan to be so taken shall be based on security of developer's area and 48% of undivided interest in the schedule property. The developers are authorized to execute any deed, mortgage deed or any other document which may be required by the financial institution to avail the loan. For which the


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 Durga Projects & Infrastructure (P) Ltd.


12/5/16
Director
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owners have no objection and they may come to execute such deed as may be required by the financial institutions. The obligation of the Developer to develop the property is subject to Bank loan being sanctioned and the Owner cooperating for Bank loan to be sanctioned.

20. **The owner's area and 52% of undivided rights in the schedule property shall not be offered as security and the owner shall never be personally liable for the loan to be taken by the developer.**

21. The name of the Building Complex shall be mutually decided by the parties herein, it is also agreed that in any name selected the name of the Developer, i.e. "Durga" shall be prefixed

22. **That the Developer hereby declares: -**

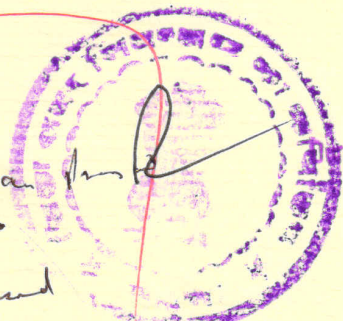
22.1. That the developer is a reputed land developer and has the necessary experience and expertise as a Developer.

22.2. That the developer has not received or been served with any notice of winding up of their Company under the provisions of the relevant act and no winding up proceeding/ scheme is pending before any High Court or other Forums, which affect/bars prohibits the Developer in doing any business.

22.3. To have the plan of the proposed Building Complex on the schedule property prepared/ amended in accordance with the bye laws of the competent authorities and to get the same sanctioned from such competent authorities.

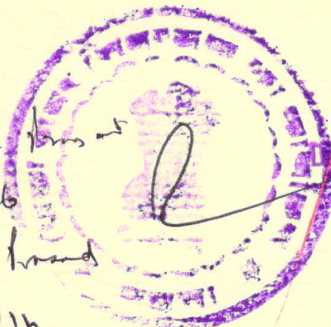
22.4. To appoint architects, surveyors, engineers and contractors and other person and persons as required for the development and construction of the proposed Building Complex

22.5. To make applications to the concerned authorities for obtaining electrical connections and permit or permits or quota or quotas for cement, steel and other controlled building materials.


Raj Nanda
12/5/16
Rajendra Kumar
12/5/16
Durga Projects & Infrastructure (P) Ltd.
N. J. 11
12/5/16 Director
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- 22.6. To mortgage the said Building Complex and the Schedule Property to the extent of only Developer's Share, with any Bank/ Financial institutions to obtain loan/working capital/short term loan to finance the development and construction of the Building Complex. **The developer further affirms and undertakes that all money obtained as loan by pledging, hypothecating or mortgaging the said portion or creating charge on the said premises shall be exclusively invested for the development of the said premises only and such money shall not be diverted or invested in any other project work or purpose of the developer and the liability to repay will be of the Developers only and not of the Owners.**
- 22.7. To accept service of any writ, summons or other legal process or notice to appear and represent the owner in any court or before any magistrate, judicial tribunal and other tribunals in connection with the development of said property and to commence of till suits, acting or other proceedings in any court or before any public officer or tribunal relating to the development of the said building or part or parts thereof and for any of the purposes aforesaid to sign, execute and deliver or file necessary Vakalatnama, claims, ~~plaints~~, orders, applications, affidavit, petitions and other documents, papers and writings.
- 22.8. To adhere to the ~~relevant laws in making a co-operative society or association of persons, under relevant laws / rules of the state~~, to be formed of the occupants of units in the aforesaid Building Complex.
- 22.9. *To enter into agreement for sale or otherwise allot units i.e. offices/shops/ parking spaces/etc. and tenements in the Building Complex to the intending purchasers except the owner's share.*
- 22.10. To give on ownership basis or any other basis the said property and the office/ shops/ ~~tenements etc. in the Building Complex~~ on the Schedule Property their respective share and to receive and appropriate to their own account the sale price / consideration in respect thereof.
- 22.11. And generally to do all acts, deeds and things for developing the said property.

Rajiv Nandan
12/5/16
Rajiv Nandan
12/5/16



Lurga Projects & Infrastructure (P) Ltd.

N. 12/5/16
Director

23. The developer will be entitled to allot and sell their respective share of the developed area in the said Building Complex on the schedule property and realize the sale proceeds thereof for development and construction of the building and their own use also.
24. Whenever required by the developer, the owners will join as under and/or as the confirming party in any agreement that the developer may enter into with any person(s) / legal entity who / which desire to acquire units i.e. offices/shops/etc. or portions in the Building Complex on ownership basis. All amounts thus received by the developer will be meant for the Developers own use and shall be appropriated by the Developer without any reference to the owners.
25. On the completion of construction of the said building, the owners, if so required by the developers, will execute or join in the execution of all necessary documents for giving the unit buyers comfortable legal title to their respective units i.e. offices/shops/ parking space/etc. including to the respective undivided share in the schedule property towards that unit.
26. The owners will be bound to execute and register the absolute conveyance deed of transfer/sale in favor of the developer or their nominees of the Building Complex for developer share i.e. 48 % only.
27. That the owners have agreed to execute any other deed or agreement or agreements or deed as required by the developer for the due execution of the development work as agreed upon between the parties and for getting the Share of the Developer confirmed as the absolute share of the Developer's.
28. The developers hereby confirms that the total construction of the building complex as per the sanctioned plan will be made simultaneously and there will be no delay in construction and finishing of the owner's share.
29. **That the owners hereby declare: -**
- 29.1. That the owners are eminent citizens of the city of Patna and eminent Lawyers.

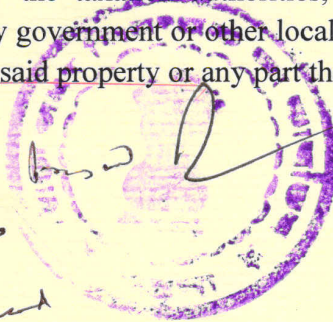
Rajendra Kumar
12/5/16
Rajendra
12/5/16



Durga Projects & Infrastructure (P) Ltd.
12/5/16
Director

- 29.2. That the schedule property is the absolute property of the owners and they have handed over the schedule property and building over the schedule property land to the developer and that the owners have got unfettered marketable and subsisting title to the schedule property and no one else have any right, title and interest or share in the schedule property.
- 29.3. That the Schedule Property's area is **21776 Square feet** and the same has been verified by the owners physically.
- 29.4. That the owners are not a party to any Suit or other legal proceeding wherein the schedule property is involved or where the schedule property is subject to any attachment by the process of the Court or any officer thereof and it is not the subject matter of any suit, writ, execution or any other legal proceedings.
- 29.5. That the property is free hold property and the owners have unfettered marketable title to the same, free from all encumbrances.
- 29.6. That there is no claim/interest of minors and or any third party claims and the owners have not created any encumbrances on the said property or any part thereof by way of sale, mortgage, exchange, lease, trust, assessment right, gift, lien, leave, license, permission, rent, possession, charge, inheritance or any other encumbrances whatsoever.
- 29.7. That no notice or notification for acquisition under any statute has been received, served or issued affecting the said property or any part thereof and owners are entitled to develop and or cause to be developed the complete schedule property.
- 29.8. That there is no notice or order passed by the Patna Regional Development Authority, the Patna Municipal Corporation or any other body or authority for set back or either acquisition of the said property or any part thereof and there is no requisition of whatsoever nature by the Municipality or other body or authority concerning or affecting the said property or any part thereof.
- 29.9. That there are no statutory claims, demand, attachments or prohibitory orders made or issued by the taxation authorities, revenue authorities, municipal authorities or any government or other local bodies or authorities concerning or affecting the said property or any part thereof.

Ravi Kant
12/5/16
Rajendra Kumar
12/5/16



Durga Projects & Infrastructure (P) Ltd.
N^o 12/5/16
Director
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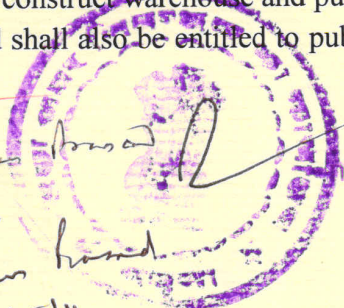
- 29.10. That there are no attachments either before or after judgment and there are no claims, suits decrees, injunctions, orders of Lispendences, notice, insolvency notice petitions or adjudication orders made or issued by or at the instance of any ~~part thereof~~.
- 29.11. That apart from the owners none else is entitled to or has any share, right, title or interest in the said property or any part thereof either as partner or any partnership of co-partner in any joint family or otherwise and that the owners are not benamidars or trustees for any one in respect of the said property or the maintenance and upkeep thereof of any funds of the joint family or any nucleus ~~thereof~~.
30. In the event of the development of the property being hindered or prevented due to any defect in title or due to ~~any claim by third parties~~, the Owners shall be responsible to clear the third party's claim and clear defects of title and should the owners not do it, then the developer can clear the claim by itself by making necessary payment and such payments shall be realized from the owners as and when such payments are made by the Developer. The owners shall also be liable to pay the other miscellaneous costs incurred by the developer in settling any claims.
31. The owners hereby irrevocably undertake not to sale, dispose, alienate the said property or any part thereof save and except putting the developers in possession thereof for the purpose of development pursuant to this agreement with the ultimate object of granting, covering and transferring the property as developed as aforesaid to the developers or person(s) nominated by the developer including a society or societies ~~or an incorporated body or limited company~~ as herein above stated and further irrevocably undertakes not to do any act, deed, matter or thing as it will be in contravention of the declarations made by the preceding clause(s).
32. The Owners are not ready to hand over the original documents of title to the financiers ~~because the original documents of title covers much larger area than what is offered for development~~. But owners hereby agreed that they will give full co-operation in showing the original document to any financial institution as may required.

Rajiv Narayan
12/5/16
Rajiv Narayan
12/5/16

Rajiv Narayan
12/5/16
Director

33. All the outgoing in respect of the said property from the date of possession is to be given by the developer herein and will be borne and paid by the developer who however will not be liable for any of the out goings of the property relating to the prior period to such possession, that will be the liability of the owner alone.
34. The owners will at no time demand any further premium or have any interest in future dealings regarding the sale / retention of developer's share of developed area in the proposed Building Complex.
35. In case any further construction is made the owners will be further entitled to their agreed proportionate share in the same manner as now described in this agreement
36. That this agreement shall not ever be deemed to constitute a partnership of any sort between the parties hereto.
37. The owners will hold the owner's area on the terms and conditions mentioned herein above. The owner will also become members of association of persons or co-operative housing society whichever is found suitable by the developer and formed. They will be entitled to use all common facilities in the building complex intended for the utilization of the occupants of the building complex on the usual terms and conditions as applicable to all other occupants. The owners will also be entitled for equitable undivided proportionate share in land as per law.
38. The owners agree that in case any fine or penalty is imposed on the said building for extra built up area constructed in excess of the sanctioned plan the same will be borne and paid by the developer. The builder shall follow the statutory provision of the building bye laws of the State.
39. The owner agrees that if any levy is imposed by the P.M.C. or any other public bodies or the government for the development/ betterment of the area in which the schedule property / Building Complex is located, then the same shall be borne by the developers.
40. It is agreed that after the execution of development agreement the developers or their nominees shall be entitled to construct warehouse and put up sign boards and hoarding on the said premises and shall also be entitled to publish and market the

Rajivadas
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Rajivadas
12/5/16



Thirna Projects & Infrastructure (P) Ltd.

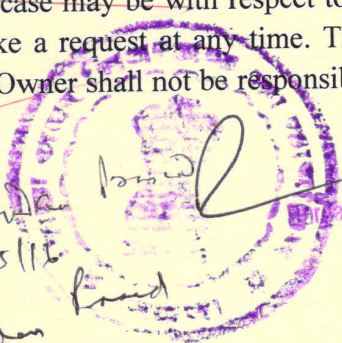
[Signature]
12/5/16
Director

share of the developer in the newspapers / other media, as deemed fit by the Developer

41. It is agreed that in all cases of transfers/conveyance contemplated in this Agreement including transfer of undivided interest in schedule property to the extent of 48%, the purchaser/transferee shall bear the cost of stamp duty, and other registration charges.
42. In case at any time in future, additional built up area on the said schedule property is permitted or sanctioned and the parties decide to construct the same the same shall be shared in the present ratio of 52% to the Owners and 48% to the Developer.
43. The owner and/ or their nominees will have the same rights, title and interest to use and enjoy all the common pool areas, stair case, common parking spaces, common passages and lobbies and terrace etc. as the developers and /or their nominees, in accordance with the local laws
44. The Developer undertakes that the owner shall be free to visit the site any time any day giving an advance notice to the Developer.
45. That the developer shall be entitle to pay Rs. 1,12,500/- (one lakh twelve thousand five hundred only to each of the owner i.e. Mr. Ravi Nandan Prasad and Mr. Raj Nandan Prasad per month since the date of demolition of the existing structure till the date of handing over the owners share of the proposed building complex.
46. That in case of dispute, difference arising out or relating to this development agreement, the same will be settled by reference of the dispute or differences to a body of two arbitrators appointed by each of the parties under the provisions of the Arbitration Conciliation Act 1996 as amended from time to time.
47. Notwithstanding anything contained in this Agreement, it is agreed as follows:
- 47.1. The Owners have further agreed to sign agreement of sale with rights of assignment or sale deed as the case may be with respect to the Developer's area should the Developer make a request at any time. The Agreement of Sale shall state clearly that the Owner shall not be responsible or answerable

Ravi Nandan
12/5/16

Raj Nandan
12/5/16



Projects & Infrastructure (P) Ltd.
12/5/16
Director

for anything under the said Agreement and shall have no obligation under the Agreement except confirming that the Developer can transfer the property and that the Owner has no objection for the Developer to transfer the property. In view of this clause which must be provided in the Agreement of Sale, the Owner is not concerned with the other terms of the Agreement of Sale.

SCHEDULE

All that piece and parcel of land measuring 21776. Square Feet equivalent to 16 katha . bearing Thana No. 11, Tauzi No. 5586 Khata No 138 , Survey Plot No. 1036, Holding No 368., Circle No 268 Ward No. 04 , situated at Kajpura., P.S. Shastri Nagar and Town & District- Patna, within the limit of Patna Regional Development Authority now Patna Municipal Corporation and under the jurisdiction of District Sub Registry, Patna, which is bounded as follows and Govt. valuation Rs. - 20000000/- twenty Carore only.

North :- Principal Road (Bailey Road)
South :- Owners Property
East :- Branch road
West :- Shiv Mandir and Private Property

IN WITNESS WHEREOF the Parties have signed this Agreement on the day, month and year first above mentioned in the presence of the following witnesses:

WITNESSES: -

Arvind Kumar Jy
S/o Late Pitamber Jy
Indira Nagar, Post Office
Patna.
12.5.2016

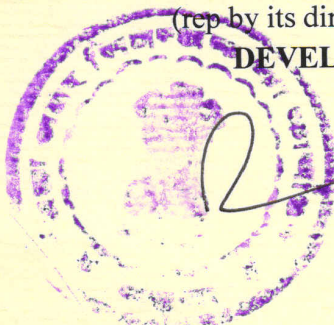
1. Ravi Nandan Prasad

2. Raj Nandan Prasad

(OWNERS)

Durga Projects & Infrastructure private limited
(rep by its director Navneet Jhunjhunwala)

DEVELOPER



Durga Projects & Infrastructure (P) Ltd.

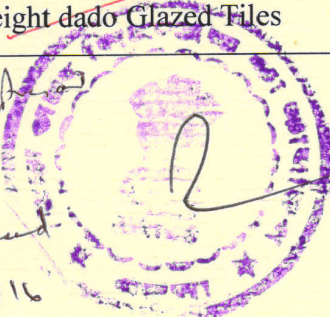
12/5/16
Director

SPECIFICATIONS

1.	Structure :	RCC framed Structure with block Masonry walls
2.	Block :	1st quality of bricks will be used with 1:5 cement plaster on walls
3.	Plastering :	All wall smoothly plastered
4.	Interior wall:	lime. Punning with two coats of Birla putty will be used for smoothen of walls after plastering and over that primer and two coats of emulsion will be used.
5.	Exterior wall	after plastering the texture coat will be done and over it one coat primer and two coats exterior emulsion will be used
6.	Exterior Painting :	Smooth Acrylic long lasting paint (Colored)
7.	Flooring internal	Asian/ Somany/ Simpolo / equivalent vitrified tiles will be used
8.	Flooring common :	Granite with mix design will be used
9.	Flooring : parking	VDF flooring will be done
10.	Flooring : setback area	multi-color pavers will be used
11.	Electrical	(a) Switch- Roma/Philips/Havells/ MK /Equivalent switches (White) (b) <u>Internal Wiring</u> - Copper Wiring
12.	Doors/ windows	UPVC door and windows will be used except fire doors
13.	Toilet:	(a) Asian/ Somany/ Simpolo / equivalent Tiles - height dado Glazed Tiles

Rajendra
12/5/16

Rajendra
12/5/16



Durga Projects & Infrastructure (P) Ltd.

12/5/16
Page 17 of 18 *Director*

		(b) Parryware/ Simpolo / Hindustan / equivalent <u>Sanitary ware</u> - White Sanitary ware (d) <u>C.P. Fittings</u> - Hot and Cold wall mixer and basin mixer of Jaguar/Marc/Grohe/ESS ESS/ Parryware/equivalent
14.	Lift:	Kone / ~~Johnson~~ / Schindler / or equivalent make
15.	generator	Kirloskar / Cummins / equivalent make silent Genset will be used
16.	Façade	10mm -12mm toughened glass fixed with aluminum composite panel as per architectural design

Ravi Vardan
12/5/16
Rajvardan
12/5/16

checked by -
Rakesh K. Singh
12.5.16
S.R. Patna City.
C.E. no. 205/02

बैंक स्कौल से चालान मिलाया
एवं सत्यापित किया।

गभारी लिपिक



Durga Projects & Infrastructure (P) Ltd.

12/5/16
Director

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. 4001000/-

Addl. Stamp duty paid under Municipal Act Rs. 0/-

Amt. Paid By N.J Stamp Paper	Rs. 0/-
Amt. paid through Bank Challan	Rs. 4066550/-

Registration Fee										LLR + Proc Fee	Service Charge		
FEE PAID	A1	65000	C	0	H1b	0	K1a	0	Lii	0	LLR	0	550
	A8	0	D	0	H2	0	K1b	0	Liii	0	Proc.Fee	0	
	A9	0	DD	0	I	0	K1c	0	Mb	0	Total	0	
	A10	0	E	0	J1	0	K2	0	Na	0			
	B	0	H1a	0	J2	0	Li	0					
	TOTAL-										65000		
Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. -										65550			

Date: 12/05/2016

Registering Officer
Patna

Endorsement under section 52

Presented for registration at Registration Office, Patna on Thursday, 12th May 2016 by Ravi Nandan Prasad S/O Late Swaminandan Prasad by profession Others. Status - Executant

Ravi Nandan Prasad
15/5/16
Signature/L.T.I. of Presentant

Date: 12/05/2016

Registering Officer
Patna

Endorsement under section 58

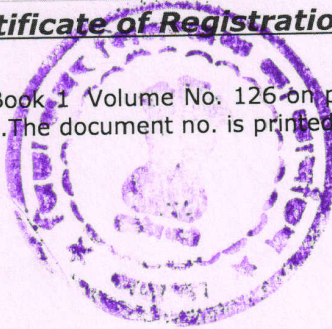
Execution is admitted by those Executants and Identified by the person (Identified by 'Arvind Kumar Jha' age '45' Sex 'M', 'S/O Late Pitamber Jha', resident of 'Indra Nagar Postal Park, patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 12/05/2016

Registering Officer
Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 126 on pages on 152 -173 , for the year 2016 and stored in CD volume No. CD-19 year 2016 .The document no. is printed on the Front Page of the document.



Date : 12/05/2016

Registering Officer
Patna

Token No. : 6047

Year : 2016

S.No. : 5831

SCORE Ver.4.0

Deed No. : 5316

अन्तराष्ट्रीय शब्दों में (रु०) मात्र

चतुर्थ प्रति बिहार सरकार
(कोषागार कार्यालय हेतु) निबन्धन विभाग

गैरमानक

दस्तावेजों के निबन्धन के लिए जमा किए जाने वाले स्टाम्प शुल्क/निबन्धन शुल्क एवं

भूस्वामी के निबन्धन शुल्क के भुगतान के लिए बैंक चालान

1. पक्षकार का नाम/पता Shree 99 Project & Road structure Pvt. Ltd.
(जिसकी ओर से जमा किया जा रहा है) 1st Floor 2nd Floor Kothi Exhibit
2. दस्तावेज का प्रकार Deed of Mortgage
3. निबन्धन कार्यालय Patna Sadar
4. बैंक का नाम एवं शाखा S.B.I. Ltd. Jharkhand wala S/O. am Prasad
5. भुगतान की जानेवाली राशि का विवरण Jharkhand wala

सं./Code No. 109199012

NEW GRAPHIC

जमावत/ Pay-in-slip		भारतीय स्टेट बैंक State Bank of India	
खाते का प्रकार : चालू बैंक/चालू खाता/आवृत्ति जमा/देबिटिव/एसटीडीआर/कैश क्रेडिट/मासिक भुगतान खाता सं./Type of Account: SB/CARD/DR/STDR/CT/L A/C. No.		दिनांक/Date	
A/C. No. 111049951092		11/5/16	
के बैंक खाते में जमा करने हेतु/For the credit of the Bank Account of <u>Patna Sadar</u>			
नकद/चेकों के विवरण/पत्तों की तसदी और Details of Cash/Cheques/Overleaf	खाते में नकद जमा/Cash Deposit in the account	नकदी राशियाँ/Total Deposit	रुपये (शब्दों में) /Rupees (in words)
	550.00	550.00	Five hundred and fifty only.
नकदी राशियाँ/Total Deposit	550.00	550.00	
रुपये (शब्दों में) /Rupees (in words)			Five hundred and fifty only.
(कार्यालय उपयोग हेतु/For Office Use Only)			
एम. डब्ल्यू. ओ. /SWO	चैक/चेक/चैक	ऑफिसरी	

क्र०सं०	भुगतान का मद एवं शीर्ष	रकम
(क)	स्टाम्प शुल्क-मुख्य शीर्ष-0030-स्टाम्प एवं पंजीकरण-उप-मुख्य शीर्ष 02-स्टाम्प गैर न्यायिक लघु शीर्ष-103 दस्तावेजों पर स्टाम्प शुल्क लगाना-उप शीर्ष 0001, सकल प्राप्तिराशि प्राथमिक इकाई-7549 सकल प्राप्तिराशि विपत्र कोड-R0030021030001	40,01,000 0/043
(ख)	निबन्धन शुल्क-मुख्य शीर्ष-0030-स्टाम्प एवं पंजीकरण शुल्क उप मुख्य शीर्ष-03 पंजीकरण शुल्क, लघु शीर्ष-104 दस्तावेजों का पंजीकरण शुल्क-उप शीर्ष 0001, प्राथमिक इकाई-7549 सकल प्राप्तिराशि विपत्र कोड-R0030031040001	60,000 5,000 65,000 0/044
(ग)	भूस्वामी शुल्क-मुख्य शीर्ष-0029 भू राजस्व लघु शीर्ष-800-अन्य प्राप्तिराशि-उप शीर्ष-0006 अन्य मद-प्राथमिक इकाई-7549 भूमि निबन्धन शुल्क से आय विपत्र कोड-R0029008000006	/
	भुगतान का माध्यम <u>चैक/बैंक/ड्राफ्ट</u> कुल राशि शब्दों में <u>Fourty Lac Sixty six</u> कुल योग	4066000

स्थान Patna जमकर्ता का नाम एवं हस्ताक्षर R. K. Prasad
तारीख 11/5/16

चेक/ड्राफ्ट का विवरण पीछे पर अंकित कर दें।
चेक/ड्राफ्ट की राशि अक्षरों में हमें के प्रश्रवात ही मान्य होगी।

FOR USE OF THE BANK

स्कॉल नं० 4066000 तारीख 11/5/16 उपर्युक्त कॉलम
संख्या 05 में दिए गये विवरण के अनुसार
शब्दों में Fourty Lac Sixty six

निबन्धन हेतु सर्विस चार्ज जमा करने का विवरण

प्राधिकृत पदाधिकारी का
हस्ताक्षर एवं मुहर

बैंक में संधारण हेतु

जमाकर्ता का पता

राशि रु०

जमा करने की तिथि

चैक स्कॉल सं०

एस्को लेखा सं०

बैंक की प्राप्ति एवं मुहर