Serial No. - 33635 Book No.- 1 / Deed No. - 27581

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

बिहार BIHAR

E 333698

Summary of Endorsement

This document was presented for registration on this Monday, the 21st of November 2011 by Lal Bihari Rai.

A stamp duty of Rs. 38900/- and other fees of Rs. 679/- 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. 27581 in Book No. 1 , Volume No. 476 on pages from 442 to 456 and has been preserved in total 15 pages in C.D. No. 73 / Year 2011 .

SCANNED

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

Date : 21/11/2011 Token No. : 34236 / 2011

CHALLAN NO.731997, 2.03.178, DATED 03.11. 2011

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT IS MADE THIS THE 3rd DAY OF NOVEMBER 2011 AT PATNA.

BETWEEN

Mr.Lal Bihari Rai son of Late Ram Ratan Prasad,

resident of Village Isapur, P.O. & P.S. Phulwari Sharif

Serial No : 33635 Deed No : 27581
Token No : 34236 of 2011

Type & Status of Party	Name of Party	Photo	Thumb	Index	Middle	Ring	Little
In Favour of	*Shahzad Ahmad (Dir.)*						
Presented by Self	*Lal Bihari Rai*						
Executed by	*Lal Bihari Rai*						
Identifier	*Dilip Kumar*						

Signature of Party

Signature of Party

Signature of Party

Signature of Party

District Patna by Nationality–Indian, hereinafter referred to "OWNER" (which term unless excluded by or repugnant to the context shall mean and include his heirs, executors, administrators, legal representatives, . successors and assigns) of the One part.

AND

M/S SAEBAN CONSTRUCTION PVT. LTD., having Registration No. U45200BR2009PTCO14820, and having its Registered Office at Fr-8, Luv Kush Tower, Exhibition Road, Patna-800001, through its Director **Mr. Shahzad Ahmad son of Mr. Iftekhar Ahmad Beg,** resident of 55/1, Haroon Nagar, Phulwari Sharif, P.S. Phulwari Sharif, District Patna, by Nationality-Indian, herein after referred to "DEVELOPER" (which term unless excluded by or repugnant to the context shall mean and include its/his heirs, executors, administrators, legal representatives, successors and assigns) of the OTHER PART.

WHEREAS, the property more fully described in schedule-A of this deed is the purchased property of the land owner Mr. Lal Deo Prasad and Mr.Lal Bihari Rai by virtue of registered sale deed bearing Deed No.15007, in Book No.1, dated 24.11.1973 registered at Patna, from Nand Keshwar Rai son of Late Dhari Rai, residing at Naya Tola, Phulwari Sharif, Patna and from the date of purchased property the said land owners Mr. Lal Deo Prasad and Mr.Lal Bihari Rai came in exclusive possession and absolute owner of the same.

AND WHEREAS, the said land owner Lal Bihari Rai filed T.P.S. No. 225/1989 against Ram Ratan Prasad and others in the court Sub-Judge-IV Patna and thereafter the said landowner and their co-sharers compromised the said case and in that compromise petition schedule No-I fell and allotted in the share of Lal Bihari Rai & other schedules have been fell and allotted to Lal Deo Prasad and others on 01.07.1991 and on the besis of the compromise learned court was pleased to accept the said compromised and accordingly the said suit was disposed off.

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AND WHEREAS, the owner covenant that the aforesaid property is in his exclusive possession with absolute right, title and interest and the same is free from all encumbrances, debts, lien, charges and attachments and in marketable condition and have in himself good right, full power and absolute authority and title to transfer in the whole or part of the said property owned and possessed the same and he came and remained in peaceful physical and exclusive possession over the same as absolute owner.

AND WHEREAS, the said Vendor got his name muted in Circle Office Phulwari Sharif and whereupon Revenue Rent receipt has been issued in the name of Lal Bihari Rai.

AND WHEREAS the owner of the first part is thus the absolute owner of the land referred above and now it has been agreed between the parties that the second party the DEVELOPER undertake to make construction of multi storied building over the land fully described in Schedule-1 of this deed after approval of the map by the competent authority over the proposed area and the share will be divided between the owner and the DEVELOPER as 46% and 54% share respectively in the built-up area and parking space etc. and now landowner are entitled and competent to execute the present Deed Of Development Agreement.

NOW THESES PRESENCE WITNESSETH AS FOLLOW:-

1. That the DEVELOPER second party has agreed to develop and construct at its own account multistoried residential building on the said property fully described in schedule-I below at her own account and expenses and with her own resources after obtaining all the requisites clearance, permission, sanction and approvals.

2. That immediately after the execution of this development agreement, the DEVELOPER shall expeditiously get a plan prepared in order to obtain maximum benefit for both the Owner and the DEVELOPER.

3. That the Owner shall have no objection if the aforesaid building plans are submitted to the local authority in the name of the owner or any other permissions, approvals are obtained in her name and agreed to sign all such papers that may be deemed necessary by the owner and DEVELOPER for the same. However all fees, cost, charges and expenses relating to such approvals / sanctions shall be borne by the DEVELOPER of its/his account.

4. That it is further agreed any alteration or revision of the aforesaid plans within the parameters of Dissolved Patna Municipal Corporation Patna/Competent Authority and if there is an increase in F.A.R., during the period of the construction or before, the share of the constructed area of the owner shall be proportionately increase.

5. That the owner within 30 days of the date of execution of this agreement shall put the DEVELOPER in actual peaceful possession of the said property described in Schedule-1 herein to enable the DEVELOPER to take up and proceed with the development, planning, and construction of the said building in terms of this agreement and the sanctioned plan and any other terms agreed upon.

6. That it has been agreed between the parties that the Second Party DEVELOPER shall complete the construction work within a period of Three years plus with grace period of 6 months i.e., Three years plus 6 months grace from the date of sanction of plan from the competent authority.

7. That the proportionate share of the landowner and DEVELOPER in the built up area of the Project shall be in the ratio of 46% is to 54%. That is to say the share of the landowner shall be 46% of the built-up area distributed is several floor of multi-storied building and the rest 54% area shall be Developer's share.

8. That as consideration of 54% of the undivided share in the said property to be conveyed/transferred by the owner to the DEVELOPER or its nominee, in terms of the agreement, the DEVELOPER agrees to deliver and give possession to the owner 46% of the total built-up area of the said building to be constructed by the DEVELOPER at its

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own account on the said property hereinafter called the owner Area. The balance of 54% of the total built-up area shall belong to the DEVELOPER and shall hereafter be called the Developer's area to which it alone shall be entitled to, for having constructed the entire building at its own cost and expenses. The DEVELOPER shall not be liable to get any amount or expenses incurred by it on any account or in the construction of the aforesaid from the owner in lieu of the aforesaid owner area.

9. That the owner may at her own sweat will agree to sell, convey, transfer and/or assign to the DEVELOPER and/or its nominee(s) including a co-operative Housing Society, Association of persons, Firm, Body corporate etc. free from attachments charges, and encumbrances 46% percent undivided share in (her share) the said property.

10. That the owner and her nominees shall solely and exclusively be entitled to the owner's area and she shall have absolute right, title and interest over the owner's area and shall be fully entitled to sue and enjoy the same either themselves, individually or collectively or shall be fully entitled to transfer, convey, grant, otherwise, alienate its/his interest, in any manner as deemed fit by them to any person. Associations of persons, firms, Body corporate, Co-operative society, Government agencies etc. on such terms and conditions as may be decided by the owner individually or collectively.

11. That the owner will always keep the DEVELOPER indemnified against all claims arising out of all its/his actions committed in the past, present or future with regards to the said property over which the said Multistory building complex proposed thereon.

12. That the DEVELOPER and/or nominee shall solely and exclusively be entitled to the Developer's area, and they shall have absolute right, title and interest over the developed area and they shall be fully entitled to transfer, convey, grant, otherwise alienate there interest, in any manner as deem fit by her to any person, Association of societies, Government Agencies, etc. on such terms and conditions as may be decided by the DEVELOPER or its nominees individually or collectively.

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3/11/11
DIRECTOR

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13. That the DEVELOPER agrees to construct, and give possession of the owner's area to the owner after completing a period of Three years from the date of sanction of the plan of the building by the competent authority and the other local authorities with grace period of 6 months i.e., the total period of the construction shall be Three years Six months. It is reasonably expected that the DEVELOPER will be able to complete the entire construction of the aforesaid building within the stipulated period.

14. That the aforesaid Project schedule is subject to force major clause i.e. fire, tempest, floods, inclement or any other acts of God.

15. That it is hereby expressly, irrevocably and irretrievably agreed and declared by the owner that delivery of possession of 46% of the total super built-up area of the aforesaid building in manner provided herein shall from and always be deemed to form fair, reasonable, and adequate consideration for 54% or the undivided share in the aforesaid property agreed to be conveyed as herein above by the owner to the DEVELOPER and or its nominee.

16. That the owner shall at no time demand any sum or premium or any interest in any dealing regarding sale of Developer's area and the owner shall execute all such deeds and documents as may be required by the developer's in this regard.

17. That the owner or her nominees will not interfere in the execution of the work nor put any hindrance in any of the activities of the DEVELOPER in development, construction and sale of the aforesaid project. The owner and its nominees shall jointly have undivided right, title and interest over the total land of the said property in her respective shares of 46% of the owner and 54% of the DEVELOPER after being conveyed as aforesaid subject to the provisions of the clause of the agreement.

18. That the owner hereby irrevocably undertake not to sell, dispose off alienate, encumbrance, lease or otherwise, transfer the said property or any part thereof during the continuation of this agreement and undertake not to do any act, deed matter, or things as shall be in breach of the terms of this agreement. The owner shall at no point of time during the continuation of this agreement dispossess the DEVELOPER from the said property.

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DIRECTOR
3/11/11

3/11/2011

19. That the DEVELOPER shall develop the said property at its own account and name and shall alone be responsible for the development of the said property and neither the owner nor any other persons claiming through the owner shall have any right or interest in the development of the said property except in relation to the owner area, as specified above and the DEVELOPER shall not deviate from the approved plan of Dissolved Patna Municipal Corporation Patna/Competent Authority.

20. That after taking possession of the said property the DEVELOPER shall be free to do all acts, deeds and things required for development and construction of the said building at the Developer's own account and expenses, as per sanctioned plan of the Dissolved Patna Municipal Corporation Patna/Competent Authority. Any deviation from the approved plan if made by the DEVELOPER, the DEVELOPER shall be solely responsible for the same and any kind of deviation will be used by the Developer only and the landowner's have no any share in the deviation portion of the building and the land owner have no concern if any litigation arose, then the developer will face with the concerning authorities.

21. That the DEVELOPER shall be entitled to develop the said property by construction thereon or more building consisting of dwelling units, flats, parking spaces and other structures in accordance with building plans approved by the owner and sanctioned by the Dissolved Patna Municipal Corporation Patna/Competent Authority/ Local authorities as stated herein above.

22. That the DEVELOPER shall be entitled to enter into agreements for sale, or otherwise allot flats, parking spaces comprised in the Developer's area in the said building which is 54% of the total super built-up area and which does not from part of the owner's area. Whenever required by the DEVELOPER the owner will join as confirming party in all such agreements, sale deeds, deed of allotment etc. The DEVELOPER may enter into and shall exclusively be entitled to realize all amounts receivable under such agreement, sale deeds, deeds of allotments etc. for development and construction of the said building and for its all use.

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DIRECTOR

23. That similarly the owner shall be fully entitled to enter into agreement for sale or otherwise allot flats, parking spaces comprised of the owner's area in the said building which 46% of the total super built-up area and which does not form part of the Developer's area. Whenever required by the owner's the DEVELOPER will join as confirming party in all such agreements, sale deeds, deed of allotment etc. The owner may enter into and the owner shall exclusively be entitled to realize all amounts receivable under such agreement, sale deeds, deeds of allotments etc. for its/his all use.

24. The landowner agree and undertake that he shall execute Registered Development Agreement according to Bihar Ownership Apartment Act 2006, and Bihar Ownership Apartment Rules 2006, and in this Act there is further no need of Power of Attorney in favour of DEVELOPER and/or its nominee or nominees so that no hindrance or obstruction is caused to the DEVELOPER in carrying out and discharge its obligation under these present and thereby giving the DEVELOPER right and authority to have any enjoy peaceful possession of the said property and to do all such acts, and/or things that may be necessary for the Development, planning, constructing of the said building and sale of the developer's area. It is however expressly agreed that under stood between the parties that the aforesaid general power of attorney shall be governed by the provisions of this Development Agreement and in case of any conflict between provisions of the aforesaid power of attorney and this development agreement, the provisions of the letter shall prevail.

25. That it has been decided between the parties that the DEVELOPER may acquire some additional land adjacent to the present land under the present land development and can submit the joint land for sanction from the competent authority and may develop the other land with the land in question and the owner shall have no objection to the same.

That the DEVELOPER further undertakes:-

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3/11/11
DIRECTOR

3/11/11

26. That it will not do any act of commission, omission, expressly or impliedly or directly or indirectly by which the owner right, title and interest over the said property may in any manner be adversely affected until the DEVELOPER has given delivery of possession of the owner's area to the OWNER.

II. At the time of development work the whole responsibility is going to the side of developer not the land owner regarding any accident, parlay taking has been done by the construction.

III. During the construction of the said building the DEVELOPER may be required to create equitable or any legal mortgage of the construction thereon in part (Developer's Area) for obtaining loan either for itself for expediting construction or for the individual purchaser of flats/offices etc. In such an event the owner if required shall join the DEVELOPER in creation of such mortgage on the terms to be mutually agreed. However, the DEVELOPER affirms and undertake that all moneys obtained as loan by pledging, hypothecating or mortgaging the said property or crating charge on the said property (building under construction) shall be exclusively invested for construction and development of the said building only and such money shall not be diverted to/ invested in any other project work or purpose of the DEVELOPER.

27. That in case there be any defect in the title of the owner or thereby any liability or any encumbrances, then in such event, the DEVELOPER shall be entitled to have such defects cured and/or liability cleared for and on behalf of the OWNER and at the owner's cost and expenses, after intimating the OWNER in writing.

28. That all-out going viz., rates, rents, taxes, duties etc. on respect of said property and any existing buildings thereon, till the date of this agreement shall be borne and paid by the OWNER and the outgoing after the date of this agreement till the delivery of possession of the owner's area shall be borne and paid by the DEVELOPER.

SIDDAN CONSTRUCTION PVT. LTD.
DIRECTOR

3/11/11

29. That in any event the owner without prejudice to foregoing declarations agree and undertake to remove all the doubts and defects in title if any and clear all outstanding save or otherwise provided above at her own cost so that ultimately the said property is delivered to DEVELOPER to its/his nominees free from all encumbrances and defects.

30. That after delivery of the owner's area to the owner all out goings in respect of said property and the said building thereon shall be borne and paid by the owner and the DEVELOPER and its/his nominees proportionately in the proportion of its/his respective shares in the total built-up. The word proportionately with all its cognate variation whenever used in the presents shall means the proportion in which the parties hereto or its/his nominees acquiring portions of the building are entitled to the covered area in building/buildings.

31. That when delivery of possession of the owner's area to the Owner by the DEVELOPER and subject to the other terms and conditions contained herein before or at such earlier time as may be mutually agreed upon, the owner shall execute and register conveyance of 54% undivided share in the said property in favour of the DEVELOPER to its nominees/assignees including a co-operative Housing Society or association of person or Body corporate etc. In default of the owner executing such transfer/ conveyance or such other deeds as may be deemed necessary by the DEVELOPER in spite of service notice in writing 15 days, the DEVELOPER shall be entitled to take all steps as may be necessary/ conveyance.

32. That after the construction and completion of the project there was made memorandum of share division between the land owner and the developer regarding their respective share Owner i.e. DEVELOPER/promoter and the landowner, shall be the absolute owner of her share and she will be entitled to sell/Transfer her share and as per the Bihar Apartment Ownership Act. 2006 and Bihar Apartment Ownership Rules in section 5(1) clearly declared her shares as absolute OWNER and in the light of Bihar Apartment Ownership Act. 2006.

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DIRECTOR

SCHEDULE-I

ALL THAT, piece and parcel of landed property, with right, title, interest with possession thereon and therein including all kinds of easements measuring an area of Fifteen and Half Decimals equivalent to 6750....Sq. Ft. more or less of landed property, situated at Nohsa, P.S. Phulwari Sharif, District Patna, within the Jurisdiction of Sub and Sadar Registry Office Patna, under Revenue Thana No. 38 Tauzi No.5804, Khata No. 475, Part of Cadestral Survey Plot No. 377, **Govt. Valuation Serial No. 089, Zone-02, Jamabandi No.4307** out of Nagar Parishad Phulwari Sharif, Patna, and the same is bounded as follows:-

BOUNDARY

SOUTH	:	60 Feet I.O.C. Pipe Line (now Branch Road)
NORTH	:	Yahiya Maneri
EAST	:	Most. Yashodha
WEST	:	Lal Deo Prasad Co-Sharer

SCHEDULE - II

SPECIFICATION:-

FOUNDATION	:	As per the design of Structural Consultants.
SUPER STRUCTURE	:	Framed R.C.C. Structure.
ROOF SLAB	:	Reinforced cement concrete (RCC)
MATERIALS	:	All walls and ceiling internally cement plastered and white com washed externally exposed I work/plaster will be painted with cement base Pucca.
DOORS	:	Doors with Seasoned woods frame with a cost of synthetic enamel paint on a coat of primer.
WINDOW	:	Steel/Aluminium frame with glass fitted in Window
FLOORING	:	Mosaic Tiles Flooring/ Kajarica Tiles
ELECTRICAL WIRING	:	Concealed PVC conduct wiring using copper conduct with standard quality electric, accessories and fixtures not included.
BATH ROOM	:	All C.P. Fittings.
KITCHEN	:	Shall have RCC Working platform with Green Marble and glazed tiles.

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SCHEDULE –"III"

FULL DETAILS OF VALUATION

1. Total Area of vacant 15.50 Decimals
2. Total cost of Land value comes to Rs. 19,40,000/- Only @ Rs. 1,25,000/- Only per Decimal.
3. Stamp Duty is according paid a sum of Rs. 38,800/- only @ 2% of the Total land valuation amount + Rs. 100/- Only.
4. Registration Fee and scanning Fee also paid vide Challan No. 73.19.97.203.11 dated .3.11.2011.

IN WITNESSES WHEREOF the Parties, have put their signature in presence of the witnesses on this day month and year mentioned above.

(Lal Bihari Rai) 3/11/011
Election Commission of India ID Card No.
SIGNATURE OF THE LAND OWNER

SAEBAN CONSTRUCTION PVT. LTD

(Shahzad Ahmad) Shahzad Ahmad 3/11/11
DIRECTOR
For :- M/S SAEBAN CONSTRUCTION PVT. LTD.
INCOME TAX PAN :AANCS3857K
SIGNATURE OF THE DEVELOPER

WITNESSES:

Shashi Kumar
Address:- S/o Sri Chandrama Prasad
Vill.- Uphrabang
P.O.- Dhanut
P.S.- Danapur
Dist.- Patna (801506)
Date:- 3/11/11

As per statement of the Land OWNER and the DEVELOPER I have drafted the Deed of Development Agreement documents in 12 pages.

Khurshid Alam 3/11/2011
(KHURSHID ALAM)
Deed Writer, Patna
Registry Office,
L. No. 122/02

Certified that page no 11 Boundary South and North written by Ier and vendor put his signature

MAUZA:- NOHSA

THANA NO:- 38

PLOT NO:- 377 (PART)

AREA:-

112.00 X 53.00 = 5936.00 SQ.FT

14.00 X 15.00 = 105.00 SQ.FT

5831.00 SQ.FT

3/11/11

SAEMAN CONSTRUCTION PVT. LTD

DIRECTOR

3/11/11

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. 38900 *Amt. paid by N.J. Stamp Paper -* Rs. 500

Addl. Stamp duty paid under Municipal Act Rs. *Amt. paid through Bank Challan -* Rs. 39079

FEE PAID			Registration Fee				LLR + Process Fee		Service Charge
A1	0	C	0 H1b	0 Ka1	0 Lii	0	LLR	0	
A8	0	D	0 H2	0 K1b	0 Liii	0	Proc. Fee	0	375
A9	0	DD	0 I	0 K1c	0 Mb	0	Total-	0	
A10	0	E	250 J1	0 K2	0 Na	54			
B	0	H1a	0 J2	0 Li	0				
					TOTAL-	304			

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. · 679

Registering Officer
Patna

Date : *21/11/2011*

Endorsement under section 52

Presented for registration at Registration Office, Patna on Monday, 21st November 2011 by Lal Bihari Rai S/O-Late Ram Ratan Prasad by profession Others. Status - Executant

21/11/11

Signature / L.T.I. of Presentant *Date :* *21/11/2011*

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those executants and identified by the person (identified by Dilip Kumar age ... Sex M son/daughter of S/O-Lal Bihari Yadav resident of 144, Ishapur, Phulwari Sharif, Patna.) whose names, photographs, fingerprints and signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : *21/11/2011*

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book No. 1 Volume No. 476 on page no. 442 - 456 for the year 2011 and stored in CD Volume No.CD-73 year 2011. The document no. is printed on the front Page of the document.

Registering Officer
Patna

Date : *21/11/2011*

Token No.34236 Year - 2011 Sl.No. 33635 SCORE Ver. 2.1 Deed No. 27581 NIC-Bihar

Serial No. 180 Book No. :- 1 Deed No. 173



बिहार BIHAR K 425582

Serial No. 180 Deed No. 173

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

This document was presented for registration on 04/01/2013 by Ruby Khatoon
A Stamp Duty of Rs. 14200/- and other Fees of Rs. 754/- has been paid in it.
The document was found admissible. The Names, Photographs, Fingerprints and Signatures of the Executants and their Identifier, who have admitted execution before me, are affixed on the reverse page.
The document has been registered as Deed No. 173 in Book No. 1, Volume No. 4 on pages from 281 to 298 and has been preserved in total 18 pages in C.D. No. 1 / Year 2013

Date: 04/01/2013 Token No: 200 /2013

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

चालान नं0 82, 81 दिनांक 21.12.2012

विकास एकरारनामा (डेभलपमेन्ट एग्रीमेन्ट)

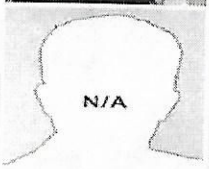
आज दिनांक 21 .दिसम्बर 2012 ई0 को यह विकाश एकरारनामा (डेभलपमेन्ट एग्रीमेन्ट) निम्नलिखित व्यक्तियों के बीच किया गया ।

Ruby Khatoon 4/1/13

04.01.13

District Registry Office,Patna

Token Number 200 | Reg. Year 2013 | Serial Number 180 | Deed Number 173

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Presented By	Ruby Khatoon						
Sig.	Ruby Khatoon 4/1/13						
Executant	Ruby Khatoon		N/A	N/A	N/A	N/A	N/A
Sig.		N/A					
Claimant	Shahjad Ahmad (Dir.)						
Sig.	04.01.13						
Identified By	Razi Ahmad						
Sig.	4/1/2013						



SCORE Ver.3.0	Powered by InfoSystem and Solutions,Patna	Biometric Captured By 2800sop007

रूवी खातुन जौजे मोहम्मद फिरोज, साकिन इसापुर, अध्पा मोहल्ला, पोस्ट वो थाना फुलवारी शरीफ, जिला पटना भारतीय–नागरिक।

.....प्रथम पक्ष

''भूखंड स्वामीणी'' से अभिप्राय उनके सदस्यों को सम्मिलित किया जाता है जिनका संबंध भूखंड स्वामीणी के भूखंड निहित प्रतिनिधि वारिसान सदस्य/ उत्तराधिकारीगण सम्मिलित है।

एवं

मेसर्स शायेबान कन्स्ट्रक्सन प्रा. लि., जो 1956 कम्पनी जिसका निबंधन संख्या U45200BR2009PTCO14820 निबंधित कार्यालय Fr-8,Luv Kush Tower, Exhibition Road Patna-800001 द्वारा प्रबंधक निदेशक–**श्री शहजाद अहमद, पिता–श्री इतिखार अहमद बेग,** निवासी 55/1, हारूण नगर, फुलवारी शरीफ, थाना फुलवारी शरीफ, जिला पटना .....

द्वितीय पक्ष

यहाँ ''विकास कर्त्ता'' द्वितीय पक्ष से अभिप्राय यह है कि उनके उत्तराधिकारी कार्यालय, उत्तराधिकारी एवं प्राधिकृत एजेंट से है, जिसका संबंध प्रत्यक्ष या अप्रत्यक्ष रूप से द्वितीय पक्ष विकासकर्त्ता से है सम्मिलित किया जाता है।

Ruby Khatoon
4/1/13

04.01.13

विदित हो कि कंडिका–1, में वर्णित सम्पत्ती लेख्यकारिणी भुखण्ड–स्वामीणी (रूवी खातुन) की खरीदगी बजरिये निर्विवाद बिक्रय–पत्र दिनांक 06.08.2007 ई0 को निबंधित वसीका नं0 19483, बुक नं0 1, जिल्द न0. 274 पेज नं0 566 से 577, सी0 डी0 43, टोकन नं0 21465, सिरियल नं0 21028, निबंधन कार्यालय पटना से नविस्ते श्री प्रभंश प्रसाद उर्फ श्री परमहनस कुमार, पिता श्री लालदेव प्रसाद निवासी मोहल्ला इसोपूर, थाना फुलवारी शरीफ, जिला पटना से है जिसपर लेख्यकारिणी निष्पादन तिथि से उक्त वर्णित सम्पत्ति पर काबिज वो दख़िल मालिक मुस्तकिल होकर वो रहकर हर तरह से अपने कब्जा में रखकर उपयोग वो उपभोग करती चली आ रही हैं एंव अंकित ~~सम्पत्ति हर प्रकार के झगड़–झंझट~~ वो ऋण–भार सरकारी वो गैर सरकारी से पूर्णतः मुक्त एंव पाक वो साफ है तथा वर्णित सम्पत्ति का मालिक वो अधिकारी लेख्यकारिणी के अलावे अन्य कोई भी दूसरा व्यक्ति नहीं है जो हर प्रकार के ऋण भार दोष से मुक्त है।

यह बअदाए ~~लगान की मालगुजारी~~ रसीद लेख्यकारिणी भुखण्ड–स्वामीणी (रूवी खातुन) के नाम से वमोकाम अंचल कार्यालय फुलवारी शरीफ से जमाबंदी न0. 3122 के द्वारा कटती चली आ रही है।

यह कि प्रथम पक्ष ने अपने उपरोक्त जमीन को जिसका पूर्ण विवरण इस एकरारनामा के नीचे दर्ज है, उसको ~~द्वितीय पक्ष को बहुमंजिलीय भवन~~ बनाकर विकसित करने के लिए देना स्वीकार किया है वो द्वितीय पक्ष भी उपरोक्त जमीन पर बहुमंजिली भवन बनाकर विकसित करने के लिए ~~लेना स्वीकार किए हैं~~ ।

Ruby Khatoon
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यह कि प्रथम पक्ष ने इस लिखित एकरारनामा लिखवाकर द्वितीय पक्ष को बहुमंजिलीय भवन बनाने के लिए उपरोक्त जायदाद जो कि परिशिष्ट संख्या–1 पर पूर्ण रूप से वर्णित है इसलिए दखल कब्जा दे दिया है ताकि वो उसपर बहुमंजलीय भवन, फ्लैट्स वो कार पार्किंग बनायेगें जिसका निम्नलिखित शर्ते हैं :–

1. यह कि प्रथम पक्ष ने द्वितीय पक्ष को विश्वास दिलाया है कि उपरोक्त जमीन जिसका विवरण इस वसीका के परिशिष्ट संख्या–1 में दर्ज है, वो हर प्रकार के नुक्स हकियत वो ऋण भार से मुक्त है, वो अगर बहुमंजलीय भवन बनाने के समय या बनाने के बाद किसी प्रकार का नुक्स हकियत या ऋण भार पाया जायेगा तो उसकी क्षतिपूर्ति का पूर्ण भार प्रथम पक्ष पर रहेगा ।

2. यह कि द्वितीय पक्ष (डेभलपर) उस जमीन पर किसी तरह का बहुमंजिला भवन बनाने का काम नियमानुकूल ही करेंगे तथा जो भी बहुमंजिला भवन बनायेंगे उसे पहले सक्षम पदाधिकारी विभाग के द्वारा जरूरत के मुताविक आदेश प्राप्त करेंगे । इस कार्य के लिए डेभलपर पटना नगर निगम/या अन्य सक्षम अधिकारी, से नक्शा प्रपोज्ड प्लान नियम कानून के तहत पास करायेंगे जिसे (प्रपोज्ड प्लान) भू–खण्ड मालिक को दिखाने के बाद उनकी सहमति से ही दाखिल करेंगे तत्पश्चात् ही डेवलपर उस भूमि पर बहुमंजिला भवन का नक्शा पास तथा निर्माण कार्य प्रारम्भ करेंगे।

Ruby Khatoon
4/1/13

For SAEBAN CONSTRUCTION PVT. LTD.
04.01.13
DIRECTOR