Serial No. 753 Deed No. 1016

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

This document was presented for registration on **22/01/2021** by **Syed Minhaj Ashraf**
A stamp duty of Rs. **1313500**/- and other fees of Rs. **42000**/- 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. **1016** in Book No. **1**, Volume No. **26** on pages from **195** to **216** and has been preserved in total **22** pages in C.D. No. **3** / Year **2021**

Signature with Date
(**Satya Narayan Chaudhry**)
Registering Officer, **Patna**

Date: 22/01/2021 Token No: 12454 /2020

दस्तावेज की जाँच किया एवं दस्तावेज में अंकित वर्णित विवरणी के अनुरूप सही पाया।
22/1/2021
जाँच लिपिक
(अरूण कुमार महाराज)

Ta. 12454

(Development Agreement)

This Development Agreement executed and entered into on this 31st day of **December, 2020** (Two thousand and twenty) of the Christian Era.

BETWEEN

(I) SYED MINHAJ ASHRAF & (II) SYED SABA ASHRAF both sons of Late Syed Nooruddin Ashraf, both are residing at Village- Chitkohra, P.O.- Anishabad, Thana- Gardanibagh, Distt- Patna, Bihar, hereinafter called and referred to as OWNER (Which expression shall unless excluded by or repugnant to contest be deemed to include his legal heirs, representative, assignees, successors and representative) of the **FIRST PART.**

Mob. No. 9934358910, 7070000123.

Syed Sabaashraf 31.12.2020

Nutan Surya Construction
31.12.2020
Partner

Nutan Surya Construction
31/12/2020 Partner

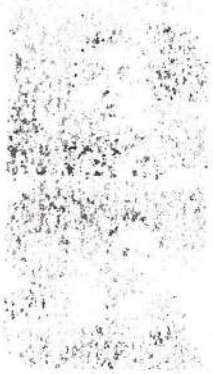
31.12.2020

खेसरा पंजी में 049 0121/0 श्रेणी दर्ज है।
31/12/20

District Registry Office,Patna

Token Number 12454 | Reg. Year 2020 | Serial Number 753 | Deed Number 1016

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Tarun Kumar(Partner)						
Sig.	22/01/2021						
Presented By	Syed Minhaj Ashraf						
Sig.	22-01-2021						
Executant	Syed Minhaj Ashraf	✕ Photo	✕ Thumb	✕ Index	✕ Middle	✕ Ring	✕ Little
Sig.	22-01-2021						
Executant	Syed Saba Ashraf						
Sig.	Syed Saba Ashraf 22-01-2021						
Identified	Ranjeet Singh						
	रंजीत सिंह 22/1/21						



उपर्युक्त व्यक्ति/व्यक्तियों द्वारा पहचान किया गया तथा बायोमेट्रिक डाटा एकत्र किया गया।

अरुण कुमार महारथी
लिपिक, जिला निबंधन कार्यालय, पटना।



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22-01-2021

AND

M/S NUTAN SURYA CONSTRUCTION, a Partnership Firm having its office at 8th Floor, Nutan Plaza, Bandar Bagicha, Patna, PIN- 800001, Bihar through its Partner **Mr. Tarun Kumar** son of Late Jagdish Prasad Singh, R/o Nutan Tower. Kankarbhagh, Patna ,hereinafter called and referred to as the **"DEVELOPER"** (which expression shall unless repugnant to context or meaning thereto mean and include it's Administrators, executors, assigns, legal representatives and / or successors-in-office) or the **SECOND PART**.
Mob. No. 9334112572.

WHEREAS the land under the present development agreement measuring 21.875 decimals out of total area 87.5 decimals equivalent to 28 Kathas situated at Mauza - Chitkohra, Present Mohalla – Beur, Present P.S- Beur, District – Patna bearing Thana No.- 17, Tauzi No.- 5243, Khata No.-213, Survey Plot No.- 331 fully described in schedule-I of this deed, is the ancestral property of First Part.

AND WHEREAS the aforesaid property acquired by great grant father of the First part vide Registered deed of sale dated 26.02.1912 executed by Mr. Suar Sahu of Chhatu Sahu in favor of great grandfather of the first part namely Mohammad Moizuddin Ashraf S/o Molvi Hamid Ashraf and the same was registered at the office of the District Registrar, Patna bearing Book No.-1 volume no.-II, Page No.- 235 to 237, deed No.- 859/1912. Since the date of purchase he came as absolute owner over his purchased land.

AND WHEREAS aforesaid Mohammad Moizuddin Ashraf had only one son namely Syed Azizuddin Ashraf who inheritated the ancestral properties left by his father and said Syed Azizuddin Ashraf had five sons namely Syed Kamaluddin Ashraf, Syed Jamaluddin Ashraf, Syed Zeyauddin Ashraf, Syed Nooruddin Ashraf and Syed Qamruddin Ashraf. The said Syed Azizuddin Ashraf had gifted the aforesaid property under gift deed solely to his son Syed Nooruddin Ashraf through Regd. Deed of Gift Dated 27.09.1973.

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AND WHEREAS the aforesaid Syed Nooruddin Ashraf had also got some part land under agreement i.e. Plot No.-331 through Khandani Batwara from his cousin brother namely Shahin Ashraff for which later on a Memorandum of Partition was executed by them on 03.03.2011. He inherited the right of his grandfather's share of Late Syed Moinuddin Ashraff son of Late Moulvi Hamid Ashraf in this plot no. 331 part.

AND WHEREAS the said Late Syed Nooruddin Ashraf died on 04.08.2020 and before his death he got mutated his name with his wife Roshan Ashraf and two sons namely Syed Minhaj Ashraf and Syed Saba Ashraf with respect the land under agreement i.e. Survey Plot No.- 331 alongwith other plots in the State serista through circle officer, Phulwari Sharif vide Jamabandi No. **3376** and **2640/1** and as such after death of Syed Nooruddin Ashraf, the First Part became its absolute owner and title holders and have coming peaceful possession over the same.

AND WHEREAS The Owner have good and marketable title to the said premises and that the said premises is free from all encumbrances charges, liens, attachments trusts whatsoever or howsoever and that the Owner herein is now absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises more fully and particularly described in the Schedule hereinafter.

AND WHEREAS the Owner is desirous of developing the said premises and construction of a multi-storied building in accordance with the building plan to be sanctioned by the Patna Municipal Corporation/ Phulwari Nagar Parishad. The Developer having come to know that the Owner of the said premises is desirous of constructing a multi-storied building thereon have represented before the Owner of their desire to develop the said premises by constructing a multi-storied building at the said premises in accordance with the sanctioned building plan on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. **DEFINITION** - Unless there is anything repugnant to the subject or context:

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(i) ARCHITECT - shall mean such persons who may be appointed by the Developer for both designing and planning the building on the said premises.

(ii) ASSOCIATION - shall mean a society or Syndicate or Association to be promoted and formed by the Developer for the common purposes.

(iii) PARKING SPACE - shall mean the open or covered space in the premises for parking of motorcar.

(iv) PREMISES - Shall mean **Plot No 331,** Police Station Beur more fully described in the First Schedule hereunder .

(v) PLAN - shall mean plan or plans for the proposed building to be prepared by the Architect to be appointed by the Developer and submitted by the Developer on behalf of the Owner to Patna Municipal corporation/ Phulwari Nagar Parishad for obtaining sanction at the cost and efforts of the Developer for construction of new building/multi-storied building at the Plot No. 331, Police Station – Beur, Dist. - Patna.

(vi) OWNER - shall mean 1) Syed Minhaj Ashraf 2) Syed Saba Ashraf , both Sons of Late Syed Nooruddin Ashraf S/o Late S. Azizuddin Ashraf residing at –Village- Chitkohra, P.O.- Anishabad, Thana Phulwari, Distt- Patna and his legal heirs, legal representatives, executors, administrators and/or assigns.

(vii) DEVELOPER - shall mean **M/s Nutan Surya Construction** a Partnership Firm having its office at 8th Floor, Nutan Plaza, Bandar Bagicha, Patna-1 through its Partners 1. Mr. Sanjay Kumar Sinha S/o Mr. Dharmendra Prasad Singh, R/o Radhe Krishna Apartment, Bhatachary Road, Patna and 2. Mr. Tarun Kumar, S/o Late Jagdish Prasad Singh, R/o Nutan Tower, Kankarbhagh, Patna and its Successors and/or assigns.

(viii) NEW BUILDING and/or **MULTISTORY BUILDING** - shall mean the building or buildings to be constructed on the said Plot No 331, Police Station Beur, Patna by the Developer in accordance with the plan to be sanctioned by Patna Municipal corporation/ Phulwari Nagar Parishad.

(ix) BUILDING PLAN - shall mean the plan or plans of the proposed buildings for Commercial purposes only to be constructed on the Plot No.331, Police Station- Beur, Patna and the same to be sanctioned by Patna Municipal corporation

(x) OWNERS' ALLOCATION - shall mean 53% of the total

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sanctioned area (on the premises No. 331) including 53% of the covered car parking spaces on the ground floor/basement of the proposed building to be constructed at the said premises together with proportionate right over the common areas and/ or common facilities and/or common amenities and open space on prorata on each floor basis.

(xi) DEVELOPER'S ALLOCATION - shall mean 47% of the total sanctioned area including 47% of the covered car parking space on the ground floor/basement of the proposed building at the said premises together with proportionate right over the common areas and/or common facilities and/or common amenities and open space on pro rata basis.

(xii) COMMON AREA - shall mean staircase, right over the service area, corridor, lift shafts and all other common areas in the ground floor or wherever provided in the premises.

2. The Developer has represented that he is prima facie satisfied with regard to the title of the property. However, the Developer already caused all necessary searches at its own costs with regard to the marketability of the title of the property and is satisfied with the title of the Owner. However, the Owner hereby undertake not to create any encumbrances on the premises or on any part thereof, save and except the Owner and/or their legal heirs and/or authorized person or persons no body shall be entitled to deal with or dispose off their share of space in the proposed building after the plan is sanctioned.

3. That the Owner do hereby grant the exclusive right of development of the said property unto and in favour of the Developer with the intent and object that the Developer can get the necessary map or plan prepared by a duly authorized Architect for being submitted to the Patna municipal corporation/ Phulwari Nagar Parishad (hereinafter called AUTHORITY) for sanction and shall construct, erect and complete the Multistoried Building or Buildings on the said premises being complete in all respects in accordance with the plan to be sanctioned by the said PMC/PHULWARI NAGAR PARISHAD and specifications as provided in the second schedule written hereunder.

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4. That in the circumstances and in consideration of the terms and conditions contained herein and the obligations to be performed, fulfilled and observed by the Owner and the Developer it has been agreed to grant the exclusive right of development of the new building in the said premises .

5. DEVELOPER'S OBLIGATION - It shall be the responsibility and obligation of the Developer to comply with the terms and conditions as follows:

(a) To obtain the sanctioned plan of the proposed building from the Patna Municipal corporation/ Phulwari Nagar Parishad and/or such other Statutory Authority or Authorities for the Premises No. 331, Police Station Beur, Patna and all such costs in regard to the said affairs will be carried by the Developer.

(b) Building plan is already sanctioned, hence the share distribution demarcation can be done simultaneously along with this development agreement. It has been agreed between the parties that the Owner and the Developer shall mutually demarcate their aforesaid respective allocations on each floor and parking on basement, in the proposed building as mentioned hereto before by demarcating their respective portions with proper colour in the photo copy of the sanctioned plan and to be counter signed by the parties hereto.

(c) To commence the construction of the proposed building after obtaining the sanction plan of the proposed building from the Patna Municipal corporation/ Phulwari Nagar Parishad (subject to obtaining vacant possession and permissions from concerned authority thereof) and to complete the construction of the proposed building within 3 years (Three years) from the date of Approved Map of the said building and further a grace period of Six months. In the event if the Developer fails to hand over full complete allocation to Owner within such period of Three years plus Six months, in such case the Owner shall have the right to cancel this Agreement and to take possession in respect to complete the construction of the proposed building and to get the same completed by appointing any other Developer or Contractor at the choice of the Owner and whatever expenses is required for completion of the aforesaid building

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shall be recovered from the Developer and the Developer shall indemnify the owner for the same.

(d) That the Owner shall execute necessary Deed of Conveyance in respect of the proportionate share of land attributable to the Developer's allocation in the proposed building in favor of the Developer or his nominee or nominees at any time after delivery of possession of the Owner's allocation till on the expiry of the 15 days from the date of servicing of notice of delivery of possession of Owner allocation

6. That immediately after getting permission from concerned authority for the execution of work the Developer shall arrange for the topographical land survey and plot measurements and share with the owner, soil testing of the related property and the Developer shall appoint a duly authorized Architect for preparation of the plan for the new multi storied building on the Premises No. 331, Police Station Beur, Patna at the cost of Developer and the periodic supervision of the construction of the proposed building to be constructed at Developer's cost.

7. That the Developer shall construct and complete the said Multistoried Building as per sanctioned plan and specifications as already agreed upon in second schedule and shall undertake full responsibility and the Owner shall not be responsible for any incident or accident which may occur in the said premises due to its construction activities and/or faulty design and/or any other anomaly or defect or default whatsoever and the Developer shall keep the Owner fully indemnified at all times against any loss or damage which may be caused to the Owner or anyone else due to any accident during construction or for unauthorized construction (if any) in deviation of the sanctioned plan and/or due to any other cause whatsoever.

8. That the Developer shall construct the proposed building in the aforesaid property by constructing a multi-storied building thereon after obtaining proper sanction plan from the Patna Municipal corporation/ Phulwari Nagar Parishad in course of such development work the Owner shall not be liable or responsible for any untoward or unwanted hazards/incident, accidents/loss or any damages therein all such costs and consequences to be carried by the Developer.

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9. THE DEVELOPER FURTHER AGREES:

a. To incur all costs, charges and expenses for obtaining the permission from the concerned authority and sanctioned plan of the building or buildings to be constructed at the aforesaid premises and also for any modification thereof and also to get the aforesaid plan duly sanctioned by the Patna Municipal corporation/ Phulwari Nagar Parishad.

b. To get the said Plan prepared and after due approval of the same by the Owners to submit the same to Patna Municipal Corporation/ Phulwari Nagar Parishad and other Authorities.

c. It is, however, agreed between the parties that during the progress of construction of the aforesaid building, the Owner shall have the right of periodical inspection of the same either by themselves or by their representatives or any engineer or architect to be appointed by them or any suggestion thereof with regard to the quality of the material to be used in the said building and/or in connection with the construction thereon shall be complied with by the Developer in consultation with their architect. However developer is primarily and exclusively responsible to carry out its obligation of developing, construction and delivery of the said multistoried building/s as per agreement terms, including the quality of materials etc.

d. To frame rules and regulations regarding the use of the respective allocations of the space of the Owner and Developer or his nominee or nominees or to form the Management Association and/or Owner's Association and/or Society for the ultimate Owner.

e. The Developer agrees to make construction of the proposed building and/or buildings in accordance with the sanctioned plan and as per the specification given in the Second Schedule hereunder written.

f. That the entirety of the Owner's allocation shall be handed over by the Developer at a time and not in piecemeal manner.

g. The owner shall be liable to pay all outgoings and all municipal taxes and charges up to the date of execution of this Agreement.

10. THE DEVELOPER SHALL BE ENTITLED:

(a) To construct and complete the said Multistoried Building in all respect in terms of this agreement and in accordance with

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the plan to be sanctioned by the Authorities Concerned and as per the specifications mentioned in the Second Schedule-within the specified time stated hereinabove.

(b) To enjoy, negotiate and enter into agreement for sale with buyers and accept advance and/or consideration money for the disposal of Developer's allocation as he may think fit and proper from all such person or persons of his choice, without any interference from the Owner.

(c) The Developer will be entitled to enter into an agreement for sale and/or transfer the respective Shops/office of his own allocation in the proposed building or buildings and for entering into such agreement with the prospective buyers the Developer shall be at liberty not to make the Owner as party to the said agreements, provided, however, at the time of execution of the Deed of Conveyance the Owner shall be a party to such Deed along with the Developer. It is, however, agreed between the parties that the Agreement for sale with the prospective buyers of the Developer's allocation and for which the Owners agreed and granting Power of doing all such acts to the Developer. It is further made clear that the Owner shall only be held liable for transferring the undivided proportionate share of land attributable to Developer's allocation after the developer fulfills all his obligations under this agreement.

(d) Outstanding municipal taxes in respect of the aforesaid property if any and accordingly it has been agreed between the parties that the Owner shall pay and/or liquidate all arrears municipal tax in respect of the aforesaid property up to the date of delivery of possession of the aforesaid land to the Developer. The Developer, however, shall be liable to pay all municipal taxes, rates and other outgoings in respect of the aforesaid property on and from the date of execution of this Agreement till delivery of possession of fully completed Owners' allocation in the proposed Building is made. After constructions of the proposed building and handing over possession of Owner allocation both Owner and Developer shall bear and pay proportionate Municipal Taxes charges and all other charges as per law and all outgoings for their respective allocation till mutation and separate assessment is not done. Owner shall be

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liable to pay GST/Income Tax and other taxes as applicable at that time for their share.

(e) After obtaining the sanctioned plan of the proposed building, the Developer shall duly demarcate the Owner allocation in the copy of the sanctioned plan to be counter signed by the parties hereto as per clause 5(b) above.

(f) After the completion of construction of the building the respective share i.e. developer and Owner shall be the absolute owner of their respective shares and they will entitle to sell/ transfer their shares separately.

12. <u>THE OWNER AGREE</u>:

(a) To sign and execute all necessary Plans, Papers, Undertakings Affidavits, Documents, Declarations, Deeds which may be required from owner under this agreement for obtaining any modification of the sanction plan of the proposed building or buildings and constructed of the proposed buildings' in terms of this Agreement.

(b) To co-operate with the Developer for construction and completion of the New Multistoried Building at the said Plot No. 331, Police Station- Beur, Patna.

(c) It is also made clear that the said property is in possession of the Owner.

(d) That the owner has agreed That, under this Development Agreement, the Developer/Builder, is liable to do the following acts, after completion of the building project as mentioned above, as per his shares, hereunder:-

a. To execute or sign an agreement for sale, deed of absolute sale or other documents for effectuating the lawful transfer of the Shops/office/Parking Space failing in the share of the Developers.

b. To present or file the above documents/deeds before the registering authority for getting them registered.

c. To engage advocate, vakil solicitor pertaining to the proceeding and to sign on Vakalatnama, suit, plaint, written statement etc. and to compromise the same in respect of the transferring of the properties at the developer's cost/Prospective buyers.

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d. To mortgage the Developers share in the built-up area with Financial Institution for enabling the Purchasers of Shops/office, Parking space, to obtain loan against their Shops/office, Parking space, etc. as per the development rights that would be given to the developers,

e. To allot and sell directly their share as mentioned above to its prospective Buyers and shall be entitled to executes Sale Deeds in their favour in respect of developed area and received the payments from the Buyers.

f. To have the plans of the proposed building/buildings to be constructed on the said property prepared/amended in accordance with rules and regulation of the Authorities and to submit the said plans to the concerned authorities in the name of the owner with the application for the approval and sanction and to do and sign all writings and undertakings including legal statutory papers as may be necessary in connection of such plans and procurement of project finance loan from the Bank and/or Financial Institutions on Developer's risk exclusively on Developers share only.

e. That the Owner shall execute necessary Deed of Conveyance in respect of the proportionate share of land attributable to the Developer's allocation in the proposed building or buildings in favour of the Developer or his nominee or nominees at any time after full completion of construction of the building.

f. The land owner hereby declare:

(a) That no notice or notification for requisition or acquisition under the statues for the time being in force has been received by the owners relating to the said property or any part thereof and the owner is entitled to develop and/or cause to develop the property.

(b) That there is no notice or order passed by the PMC/ PHULWARI NAGAR PARISHAD. The Patna Municipal corporation/ Phulwari Nagar Parishad or any other body or authority for setback thereof and there is not requisition of whatsoever nature by the municipality or other body or authority.

(c) The land owner has assured that the premises of Schedule-I is free from any acquisition any notice from any Govt.

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department such as, PMC/PHULWARI NAGAR PARISHAD., and others and is free from all encumbrances, debts, lines, charges dues and attachment and in marketable condition and have in himself full right, full power and absolute authority to tile to transfer the whole and part of the said property and is free in all respects with his absolute right and in his exclusive possession and clear title and possession to be delivered to the Developer for development.- Further to say by the land owner that old taxes (all) due prior to the date of this Agreement would be payable by the land owner.

(d) The Developers shall strictly comply with the provisions of PMC/PHULWARI NAGAR PARISHAD and all other relevant laws/buy-laws and rules and regulations. The Developers shall always keep the owner absolutely indemnified and harmless against all actions, claims and demands whatsoever which may arise due to deviation from the said sanctioned plan and to violation of the provisions of the law relating to the construction of the intended building complex and the developers shall provide for all civil work including installation of overhead tanks, provisions of water supply, drainage, compound wall, car parking spaces etc. as per the specification and amenities set out in the plan approved by the PMC/ PHULWARI NAGAR PARISHAD at his own cost.

13. As per the provision of Bihar Apartment Ownership Act. 2006, the builder/developer and owner shall be absolute owners of their respective shares, after completion of the construction of the building project and they will be entitled to sell/transfer/ lease/mortgage/gift their shares respectively. This Development Agreement is being done in the light of the said act will be fully applicable to this development agreement.

14. <u>THE OWNER HAS FURTHER AGREED AS FOLLOWS</u>:

a. Not to sell, transfer, alienate or encumber their right over the said premises except their Allocation as Owner's share in the proposed New Multistoried Building subject to such fulfilling the terms of this agreement by such transfers.

b. Not to cause any obstruction or interference in the bonfire

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construction erection and completion of the New Multistoried Building or Buildings on the said Premises.

c. To execute a Power of Attorney appointing the Developers as their Constituted Attorney authorizing to do all deeds and things necessary for completion of the project.

d. The name of the apartment shall be "**Nutan Kohinoor Plaza**".

e. The Owner, however, will be entitled to have periodic inspection of construction of the aforesaid building regarding the quality of the materials used thereof and any suggestions given by the Owner to the Developer shall be taken into consideration.

15. In the event of the new construction work being delayed and/or destroyed by earthquake, tempest or other Act or God, fire, riots, civil commotion or any other irresistible forces not caused by any act of the Developer and/or their workmen in that situation, the Developer shall not be treated as defaulter and not responsible for delayed construction beyond the period of 42 months and others but for such occurrence if any should be brought to the notice of the Owner by writings.

Simultaneously, if the construction work, while in progress, being delayed due to irregular and delayed supply of material and/or stopped due to non-supply of materials and/or labor trouble or any other incident other than Act of God, the Developer shall be solely responsible to take care of such incident himself and ensure speedy completion of the work using obviously superior quality materials and skilled labor force to finish the project within the stipulated period as indicated above.

16. Both the Developer and the Owner shall be entitled to deal with or to dispose of their respective shares of the constructed space in any manner they think fit and proper without any interference from each other as long as such disposals shall not violate any provision of this Agreement.

17. <u>MISCELLANEOUS</u>:

i. For the purpose of sale and/or transfer of its respective allocations between owner and developer no further consent of the other party shall be required and this Agreement by itself

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shall be treated as such consent and would be subject to development rights agreement.

ii. That after execution of this Agreement by the Owner with the Developer, the Owner shall not create any encumbrances and/or liens in respect of the property and the Developer's exclusive right for development of the property shall not in any way be affected.

iii The Developer will at his own cost and expenses arrange for all material to be used for construction, being the best quality available in the market, sound and well-seasoned, and also tools, implements, scaffolding whatsoever necessary for carrying out and/or completing the said work according to the said plans and specifications. Under no circumstances, the Developer will erect the building with inferior quality materials thereby endangering the safety and lives of the flat Owner.

iv. That the developer shall not create any charge or encumbrance over the said property for its own benefit without the written consent of the owners of the land.

That the parties agree that the complex would be named as **"Nutan Kohinoor Plaza"**

18. ARBITRATION:

In the event of any dispute or differences arising between the parties in regard to this agreement or any matter connected therewith, the same will be referred for Arbitration under the Indian Arbitration and Conciliation Act with Patna as jurisdiction and arbitrator's decision shall be final and binding on parties.

FIRST SCHEDULE AS REFERRED TO ABOVE

All that piece & parcel land measuring 21.875 decimals (Twenty one point eight seven five decimals) more or less subject to actual measurement bearing Municipal Survey Plot no. 331, Khata No. 213, Tauzi No. 5243, Thana no. 17, situated at Beur More, Mauza- Chitkohra, Survey Thana- Phulwari, at present P.S.- Beur, in town and district of the Patna within the Municipal corporation area and under the district/sub-registrar, Patna, and bounded as follows:-

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सभी प्रकार के रोक से मुक्त पाया
जाँच लिपिक
31/12/2020

Revenue Details of land.

1. Name of the District- Patna.
2. Name of the Revenue Anchal- Patna Sadar.
3. Name of the Revenue Halka- Nutan Rajdhani-2.
4. Name of the Revenue Village- Chitkohra.
5. Revenue Thana no. 17.
6. Name of the Revenue Thana- Phulwari.
7. Zamabandi No. **3376 & 2640/1.**

NORTH :- Principal Road.
SOUTH :- Plot No. 331 (Part).
EAST :- Main Road (Aadarsh Kara Beur Road).
WEST :- Part Plot No. 331 and Harnichak Siwana.

Note:- Govt. value is mentioned at **Code No. 114 & Zone- 3** of M.V.R. 2016-17.

Which market value of above land is Rs. 6,56,25,000/- (Rupees Six Crore fifty six lakh twenty five thousand) only.

SECOND SCHEDULE AS REFERRED TO ABOVE

GENERAL SPECIFICATION

The construction to be made and equipments, fittings and fixtures to be installed and provided in the Building shall be of First Class quality and according to the plans and advice of Architect and shall include the following:

1) FOUNDATION:

The Foundations shall be of Earthquake resistant Reinforced Cement Concrete as per computerized design of Licensed Architect/ Structural Engineers after extensive Soil Tests and shall have approval of PMC/ Phulwari Nagar Parishad.

2) SUPER STRUCTURE:

The Super Structures of the Building shall have Earthquake resistant Reinforced Cement Concrete Framed Structure with Reinforced Cement Concrete Roof, Columns, Beams and Slabs strictly accordingly to the design given by the Architect/Structural Engineers and plan sanctioned by PMC/ Phulwari Nagar Parishad.

3) WALLS:

The external walls of the building shall be made of 125 mm (5") thick brick of first class quality in Cement-Sand mortar 1:6. Internal Partition Walls shall be 125mm (5") thick for toilets,

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Partner
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kitchen and partition between the two Shops/office and balance partition walls shall be 125mm (5") thick in Cement - Sand mortar as per Architect's specification.

WALL FINISHES:

All internal surfaces, including common areas shall be plastered with cement-sand mortar as per Architect's specification and finished with washable paint over Wall Putty base.

All external walls shall be painted with Acrylic Emulsion paint of standard make over wall putty as per colour scheme.

4) FLOORS:

i. Vitrified tiles in Shops/office .(Size 2'x2')
ii. Tiles in Parking Space & Granite on passages

5) BATHROOM

Concealed plumbing system using standard make pipes/upvc / .CPVC. Good quality fittings in the Bathrooms including basins and ceramic sanitary wares (English type) of Somani//Cera/ Parry Ware/Hind ware or equivalent.

i. WALLS will be decorated with glazed titles up to 7' height.
ii. Concealed plumbing system using standard make /UPVC /CPVCpipes .
iii. Bathroom C. P. Fittings will be of Marc/Jaguar/Somani/ Cera or equivalent.

6) DOORS & WINDOWS:

(i) UPVC windows
(ii) 30 mm thick solid factory made flush door shutter both side paint.
(iii) M.S./Steel railing to stairs passage.

7) ELECTRICAL:

Electrical wiring will be done with ISI approved PVC insulated, copper wires concealed in the walls. For safety MCB to be provided at the income. For light sufficient number power point to be provided.

Electrical points as per drawing.

8) WATER SUPPLY:

Adequate water supply by a bore well is required to be dug with submersible pump connected with overhead Water Tank.

9) COMPOUND:

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a. Compound will be paved wherever required and will have all around.

b. M.S. Grill gates to be provided.

10) LIFT FACILITY:

Adequate capacity electric elevator to be installed

Adequate capacity electric elevator to be installed.

11) External cladding co Glass Facade with ACP Architectural Drawing.

IN WITNESS WHEREOF the Land Owners and Developer have set their hands to this deed of Development Agreement with their free will and sound mind on the day, month and the year first above mentioned in the presence of the following witnesses.

WITNESSES :-

1. 31.12.2020
Syed Saba Ashraf
31.12.2020

2. 31/12/2020
Dharmendra Kumar
Late Awdhesh Singh
12/6/D Anandpuri
Boring Canal Road
Patna.

Signature of the Land Owner.

Nutan Surya Construction
Partner
31.12.2020

Nutan Surya Construction
Partner
31/12/2020

Signature of the Developer.

Printed:-

(SANJEEV KUMAR)
Advocate
UDDYOGIJI'S CHAMBER,
Collectorate Bar Association,
Patna

Drafted as per instructions by the parties :-

31/12/2020

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

INDIA NON JUDICIAL
Government of Bihar
e-Stamp

Certificate No.	:	IN-BR15347166456704S
Certificate Issued Date	:	30-Dec-2020 04:39 PM
Account Reference	:	SHCIL (FI)/ brshcil01/ PATNA/ BR-PAT/ PTC
Unique Doc. Reference	:	SUBIN-BRBRSHCIL01191054816869O2S
Purchased by	:	NUTAN SURYA CONSTRUCTION
Description of Document	:	Article 5 Agreement or memorandum of an Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	Not Applicable
Second Party	:	NUTAN SURYA CONSTRUCTION
Stamp Duty Paid By	:	NUTAN SURYA CONSTRUCTION
Stamp Duty Paid (Rs.)	:	13,13,500(Thirteen Lakh Thirteen Thousand Five Hundred only)
Reg. fee (Rs.)	:	41,000 (Forty One Thousand only)
LLR & P Fee (Rs.)	:	0 (Zero)
Miscellaneous Fee (Rs.)	:	0 (Zero)
Discore SC (Rs.)	:	1,000 (One Thousand only)
Total Amount (Rs.)	:	13,55,500 (Thirteen Lakh Fifty Five Thousand Five Hundred only)

Stock Holding Corporation of India Ltd. PATNA

Ta. 12454

Syed Sabauddin 31.12.2020

31/12/2020

31.12.2020

..... Do not write or type below this line .....

LB 0007947871

VOID VOID VOID

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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.	1313500/-
Addl.Stamp duty paid under Municipal Act	Rs.	0/-

Amt.Paid By N.J Stamp Paper	Rs.	0/-
Amt.paid through Bank Challan	Rs.	1355500/-

Registration Fee

FEE PAID

A1	1000	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	40000	J1	0	K2	0	Na	0
B	0	H1a	0	J2	0	Li	0		

TOTAL- 41000

LLR + Proc Fee		Service Charge
LLR	0	1000
Proc.Fee	0	
Total	0	

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 42000

Registering Officer
Patna

Date: 22/01/2021

Endorsement under section 52

Presented for registration at Registration Office, Patna on Thursday, 31st December 2020 by Syed Minhaj Ashraf Late Syed Nooruddin Ashraf by profession Others. Status - Executant

22-01-2021

Signature/L.T.I. of Presentant **Date:22/01/2021**

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Ranjeet Singh' age '39' Sex 'M', 'Sakal Deep Rai', resident of 'Anisabad, Raghunath Tola, Phulwari, Anisabad, Patna.'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 22/01/2021

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 26 on pages on 195 -216, for the year 2021 and stored in CD volume No. CD-3 year 2021 .The document no. is printed on the Front Page of the document.

Registering Officer
Patna

Date : 22/01/2021

Token No. : 12454 Year : 2020 S.No. : 753 SCORE Ver.4.1 Deed No . :d No . : 1016

अरूण कुमार महाराज,
लिपिक, जिला निबंधन कार्यालय, पटना।



भारत सरकार
Government of India



सैयद मिन्हाज अशरफ
Syed Minhaj Ashraf
जन्म तिथि/DOB: 10/10/1981
पुरुष/ MALE

9805 9829 3246

मेरा आधार, मेरी पहचान

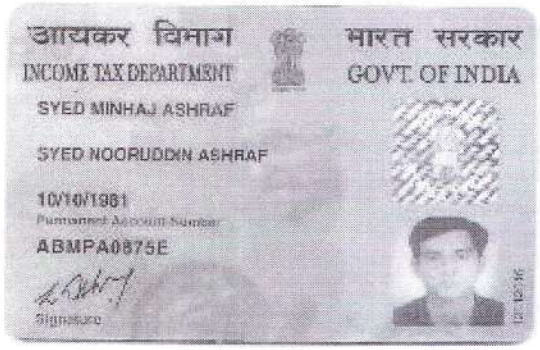
भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

Address:	पता:
S/O Syed Nooruddin Ashraf, Emarat Villa No- 01, Aziz Manzil, Chitkohra, Chitkohra, Near Chitkohra Masjid, Anisabad, Patna, Bihar - 800002	S/O सय्यद नूरुद्दीन अशरफ, एमरत विला न- 01, अज़िज़ मंज़िल, छितकोहरा, छितकोहरा, छितकोहरा मस्जिद के पास, अनीसाबाद, पटना, बिहार - 800002

9805 9829 3246

help@uidai.gov.in www.uidai.gov.in

31/12/2020


आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
SYED MINHAJ ASHRAF
SYED NOORUDDIN ASHRAF
10/10/1981
Permanent Account Number
ABMPA0875E
Signature

31/12/2020


आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
ADOPA4880F
नाम/ Name
SYED SABA ASHRAF
पिता का नाम/ Father's Name
SYED NOORUDDIN ASHRAF
जन्म की तारीख/ Date of Birth
09/12/1982
हस्ताक्षर/ Signature
10042018

Syed Saba Ash-
31/12/2020



भारत सरकार
Government of India

सयैद सबा अशरफ
Syed Saba Ashraf
जन्म तिथि / DOB : 09/12/1982
पुरुष / Male

8060 8101 7612

आधार - आम आदमी का अधिकार



आधार

Unique Identification Authority of India

पता:
संबोधित: सयैद नूरुद्दीन अशरफ,
ईमारत विला-5, चितकोहरा,
चितकोहरा मस्जिद, फुलवारी, पटना,
अनिसाबाद, बिहार, 800002

Address:
S/O: Syed Nooruddin Ashraf,
emarat Villa-5, chitkohra,
chitkohra masjid, Phulwari, Patna,
Anisabad, Bihar, 800002

8060 8101 7612

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1800 300 1947

help@uidai.gov.in

www
www.uidai.gov.in

Syed Sabaashraf
31/12/2020


आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AAQFN2235E
नाम / Name
NUTAN SURYA CONSTRUCTION
22022019
निगमन / गठन की तारीख
Date of Incorporation / Formation
23/08/2018

Nutan Surya Construction
Partner
31/12/2020

Nutan Surya Construction
Partner
31/12/2020

भारतीय विशिष्ट पहचान प्राधिकरण

Unique Identification Authority of India

पता:
जिनसाबाद, रघुनाथ टोला, फुलवारी, अनिसाबाद, पटना, बिहार, 800002

Address:
ANISABAD, RAGHUNATH TOLA, Phulwari, Anisabad, Patna, Bihar, 800002

6650 9639 8321

1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

भारत सरकार

Government of India



रंजीत सिंह
Ranjeet Singh
पिता : सकल दीप राय
Father : Sakal Deep Rai
जन्म तिथि / DOB : 01/02/1981
पुरुष / Male

6650 9639 8321

आधार - आम आदमी का अधिकार

रंजीत सिंह
31/12/2020

(पहचान कर्ता)

Serial No. 11697 Deed No. 10949

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

This document was presented for registration on **22/12/2020** by **Syed Minhaj Ashraf**
A stamp duty of Rs. **2166700**/- and other fees of Rs. **62000**/- 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. **10949** in Book No. **1**, Volume No. **272** on pages from **214** to **235** and has been preserved in total **22** pages in C.D. No. **39** / Year **2020**

Signature with Date
(**Satya Narayan Choudhary**)
Registering Officer, **Patna**

Date: 22/12/2020 Token No: 11977 /2020

दस्तावेज की जाँच किया एवं
दस्तावेज में अंकित वर्णित
विवरण के अनुरूप सही पाया।
22/12/2020
(राजन कुमार महाराज)

SCANNED BY

(Development Agreement)

This Development Agreement executed and entered into on this 21st day of **December, 2020** (Two thousand and twenty) of the Christian Era.

BETWEEN

(I) SYED MINHAJ ASHRAF & (II) SYED SABA ASHRAF both sons of Late Syed Nooruddin Ashraf, both are residing at Village- Chitkohra, P.O.- Anishabad, Thana- Gardanibagh, Distt- Patna, Bihar, hereinafter called and referred to as OWNER (Which expression shall unless excluded by or repugnant to contest be deemed to include his legal heirs, representative, assignees, successors and representative) of the **FIRST PART.**

Mob. No. 9934358910; 7070000123.

Nutan Surya Construction
Partner
21.12.2020

Nutan Surya Construction
Partner
21/12/2020

District Registry Office,Patna

Token Number 11977 | Reg. Year 2020 | Serial Number 11697 | Deed Number 10949

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Tarun Kumar (Partner)						
Sig.	22/12/2020						
Presented By	Syed Minhaj Ashraf						
Sig.	22-12-2020						
Executant	Syed Minhaj Ashraf						
Sig.	22-12-2020						

		Photo	Thumb	Index	Middle	Ring	Little
Executant	Syed Saba Ashraf						
Sig.	Syed Saba Ashraf 22-12-2020						
Identified By	Ranjeet Singh						
Sig.	22/12/20						



21-12-2020

SCORE Ver.4.0 Powered by IL&FS Technologies Ltd. Biometric Captured By 2800sop028

लिपिक, जिला निबंधन कार्यालय, पटना

AND

M/S NUTAN SURYA CONSTRUCTION, a Partnership Firm having its office at 8th Floor, Nutan Plaza, Bandar Bagicha, Patna, PIN- 800001, Bihar through its Partner **Mr. Tarun Kumar** son of Late Jagdish Prasad Singh, R/o Nutan Tower. Kankarbhagh, Patna ,hereinafter called and referred to as the **"DEVELOPER"** (which expression shall unless repugnant to context or meaning thereto mean and include it's Administrators, executors, assigns, legal representatives and / or successors-in-office) or the **SECOND PART**.
Mob. No. 9334112572.

Nutan Surya Construction
Partner
21/12/2020

WHEREAS the land under the present development agreement measuring 65.625 decimals out of total area 87.5 decimals equivalent to 28 Kathas situated at Mauza - Chitkohra, Present Mohalla – Beur, Present P.S- Beur, District – Patna bearing Thana No.- 17, Tauzi No.- 5243, Khata No.-213, Survey Plot No.- 331 fully described in schedule-I of this deed, is the ancestral property of First Part.

AND WHEREAS the aforesaid property acquired by great grant father of the First part vide Registered deed of sale dated 26.02.1912 executed by Mr. Suar Sahu of Chhatu Sahu in favor of great grandfather of the first part namely Mohammad Moizuddin Ashraf S/o Molvi Hamid Ashraf and the same was registered at the office of the District Registrar, Patna bearing Book No.-1 volume no.-II, Page No.- 235 to 237, deed No.- 859/1912. Since the date of purchase he came as absolute owner over his purchased land.

21/12/2020

AND WHEREAS aforesaid Mohammad Moizuddin Ashraf had only one son namely Syed Azizuddin Ashraf who inheritated the ancestral properties left by his father and said Syed Azizuddin Ashraf had five sons namely Syed Kamaluddin Ashraf, Syed Jamaluddin Ashraf, Syed Zeyauddin Ashraf, Syed Nooruddin Ashraf and Syed Qamruddin Ashraf. The said Syed Azizuddin Ashraf had gifted the aforesaid property under gift deed solely to his son Syed Nooruddin Ashraf through Regd. Deed of Gift Dated 27.09.1973.

21/12/2020

AND WHEREAS the aforesaid Syed Nooruddin Ashraf had also got some part land under agreement i.e. Plot No.-331 through Khandani Batwara from his cousin brother namely Shahin Ashraff for which later on a Memorandum of Partition was executed by them on 03.03.2011. He inherited the right of his grandfather's share of Late Syed Moinuddin Ashraff son of Late Moulvi Hamid Ashraf in this plot no. 331 part.

AND WHEREAS the said Late Syed Nooruddin Ashraf died on 04.08.2020 and before his death he got mutated his name with his wife Roshan Ashraf and two sons namely Syed Minhaj Ashraf and Syed Saba Ashraf with respect the land under agreement i.e. Survey Plot No.- 331 alongwith other plots in the State serista through circle officer, Phulwari Sharif vide Jamabandi No. **3376** and **2640/1** and as such after death of Syed Nooruddin Ashraf, the First Part became its absolute owner and title holders and have coming peaceful possession over the same.

AND WHEREAS The Owner have good and marketable title to the said premises and that the said premises is free from all encumbrances charges, liens, attachments trusts whatsoever or howsoever and that the Owner herein is now absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises more fully and particularly described in the Schedule hereinafter.

AND WHEREAS the Owner is desirous of developing the said premises and construction of a multi-storied building in accordance with the building plan to be sanctioned by the Patna Municipal Corporation/ Phulwari Nagar Parishad. The Developer having come to know that the Owner of the said premises is desirous of constructing a multi-storied building thereon have represented before the Owner of their desire to develop the said premises by constructing a multi-storied building at the said premises in accordance with the sanctioned building plan on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. **DEFINITION** - Unless there is anything repugnant to the subject or context:

Nutan Surya Construction Partner 21/12/2020

Nutan Surya Construction Partner 21.12.2020

Syed Saba Ashraf 21.12.2020

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(i) ARCHITECT - shall mean such persons who may be appointed by the Developer for both designing and planning the building on the said premises.

(ii) ASSOCIATION - shall mean a society or Syndicate or Association to be promoted and formed by the Developer for the common purposes.

(iii) PARKING SPACE - shall mean the open or covered space in the premises for parking of motorcar.

(iv) PREMISES - Shall mean **Plot No 331,** Police Station Beur more fully described in the First Schedule hereunder .

(v) PLAN - shall mean plan or plans for the proposed building to be prepared by the Architect to be appointed by the Developer and submitted by the Developer on behalf of the Owner to Patna Municipal corporation/ Phulwari Nagar Parishad for obtaining sanction at the cost and efforts of the Developer for construction of new building/multi-storied building at the Plot No. 331, Police Station – Beur, Dist. - Patna.

(vi) OWNER - shall mean 1) Syed Minhaj Ashraf 2) Syed Saba Ashraf , both Sons of Late Syed Nooruddin Ashraf S/o Late S. Azizuddin Ashraf residing at –Village- Chitkohra, P.O.- Anishabad, Thana Phulwari, Distt- Patna and his legal heirs, legal representatives, executors, administrators and/or assigns.

(vii) DEVELOPER - shall mean **M/s Nutan Surya Construction** a Partnership Firm having its office at 8th Floor, Nutan Plaza, Bandar Bagicha, Patna-1 through its Partners 1. Mr. Sanjay Kumar Sinha S/o Mr. Dharmendra Prasad Singh, R/o Radhe Krishna Apartment, Bhatachary Road, Patna and 2. Mr. Tarun Kumar, S/o Late Jagdish Prasad Singh, R/o Nutan Tower, Kankarbhagh, Patna and its Successors and/or assigns.

(viii) NEW BUILDING and/or **MULTISTORY BUILDING** - shall mean the building or buildings to be constructed on the said Plot No 331, Police Station Beur, Patna by the Developer in accordance with the plan to be sanctioned by Patna Municipal corporation/ Phulwari Nagar Parishad.

(ix) BUILDING PLAN - shall mean the plan or plans of the proposed buildings for Commercial purposes only to be constructed on the Plot No.331, Police Station- Beur, Patna and the same to be sanctioned by Patna Municipal corporation

(x) OWNERS' ALLOCATION - shall mean 53% of the total

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Nutan Surya Construction Partner 21.12.2020

Syed Saba Ashraf 21.12.2020

21.12.2020

sanctioned area (on the premises No. 331) including 53% of the covered car parking spaces on the ground floor/basement of the proposed building to be constructed at the said premises together with proportionate right over the common areas and/ or common facilities and/or common amenities and open space on prorata on each floor basis.

(xi) DEVELOPER'S ALLOCATION - shall mean 47% of the total sanctioned area including 47% of the covered car parking space on the ground floor/basement of the proposed building at the said premises together with proportionate right over the common areas and/or common facilities and/or common amenities and open space on pro rata basis.

(xii) COMMON AREA - shall mean staircase, right over the service area, corridor, lift shafts and all other common areas in the ground floor or wherever provided in the premises.

2. The Developer has represented that he is prima facie satisfied with regard to the title of the property. However, the Developer already caused all necessary searches at its own costs with regard to the marketability of the title of the property and is satisfied with the title of the Owner. However, the Owner hereby undertake not to create any encumbrances on the premises or on any part thereof, save and except the Owner and/or their legal heirs and/or authorized person or persons no body shall be entitled to deal with or dispose off their share of space in the proposed building after the plan is sanctioned.

3. That the Owner do hereby grant the exclusive right of development of the said property unto and in favour of the Developer with the intent and object that the Developer can get the necessary map or plan prepared by a duly authorized Architect for being submitted to the Patna municipal corporation/ Phulwari Nagar Parishad (hereinafter called AUTHORITY) for sanction and shall construct, erect and complete the Multistoried Building or Buildings on the said premises being complete in all respects in accordance with the plan to be sanctioned by the said PMC/PHULWARI NAGAR PARISHAD and specifications as provided in the second schedule written hereunder.

Nutan Surya Construction
Partner
21/12/2020

Nutan Surya Construction
Partner
21.12.2020

Syed Saba Ashraf
21.12.2020

21.12.2020

4. That in the circumstances and in consideration of the terms and conditions contained herein and the obligations to be performed, fulfilled and observed by the Owner and the Developer it has been agreed to grant the exclusive right of development of the new building in the said premises .

5. DEVELOPER'S OBLIGATION - It shall be the responsibility and obligation of the Developer to comply with the terms and conditions as follows:

(a) To obtain the sanctioned plan of the proposed building from the Patna Municipal corporation/ Phulwari Nagar Parishad and/or such other Statutory Authority or Authorities for the Premises No. 331, Police Station Beur, Patna and all such costs in regard to the said affairs will be carried by the Developer.

(b) Building plan is already sanctioned, hence the share distribution demarcation can be done simultaneously along with this development agreement. It has been agreed between the parties that the Owner and the Developer shall mutually demarcate their aforesaid respective allocations on each floor and parking on basement, in the proposed building as mentioned hereto before by demarcating their respective portions with proper colour in the photo copy of the sanctioned plan and to be counter signed by the parties hereto.

(c) To commence the construction of the proposed building after obtaining the sanction plan of the proposed building from the Patna Municipal corporation/ Phulwari Nagar Parishad (subject to obtaining vacant possession and permissions from concerned authority thereof) and to complete the construction of the proposed building within 3 years (Three years) from the date of Approved Map of the said building and further a grace period of Six months. In the event if the Developer fails to hand over full complete allocation to Owner within such period of Three years plus Six months, in such case the Owner shall have the right to cancel this Agreement and to take possession in respect to complete the construction of the proposed building and to get the same completed by appointing any other Developer or Contractor at the choice of the Owner and whatever expenses is required for completion of the aforesaid building

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Nutan Surya Construction Partner 21.12.2020

Syed Sabaat Ashraf 21.12.2020

21.12.2020

shall be recovered from the Developer and the Developer shall indemnify the owner for the same.

(d) That the Owner shall execute necessary Deed of Conveyance in respect of the proportionate share of land attributable to the Developer's allocation in the proposed building in favor of the Developer or his nominee or nominees at any time after delivery of possession of the Owner's allocation till on the expiry of the 15 days from the date of servicing of notice of delivery of possession of Owner allocation

6. That immediately after getting permission from concerned authority for the execution of work the Developer shall arrange for the topographical land survey and plot measurements and share with the owner, soil testing of the related property and the Developer shall appoint a duly authorized Architect for preparation of the plan for the new multi storied building on the Premises No. 331, Police Station Beur, Patna at the cost of Developer and the periodic supervision of the construction of the proposed building to be constructed at Developer's cost.

7. That the Developer shall construct and complete the said Multistoried Building as per sanctioned plan and specifications as already agreed upon in second schedule and shall undertake full responsibility and the Owner shall not be responsible for any incident or accident which may occur in the said premises due to its construction activities and/or faulty design and/or any other anomaly or defect or default whatsoever and the Developer shall keep the Owner fully indemnified at all times against any loss or damage which may be caused to the Owner or anyone else due to any accident during construction or for unauthorized construction (if any) in deviation of the sanctioned plan and/or due to any other cause whatsoever.

8. That the Developer shall construct the proposed building in the aforesaid property by constructing a multi-storied building thereon after obtaining proper sanction plan from the Patna Municipal corporation/ Phulwari Nagar Parishad in course of such development work the Owner shall not be liable or responsible for any untoward or unwanted hazards/incident, accidents/loss or any damages therein all such costs and consequences to be carried by the Developer.

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9. THE DEVELOPER FURTHER AGREES:

a. To incur all costs, charges and expenses for obtaining the permission from the concerned authority and sanctioned plan of the building or buildings to be constructed at the aforesaid premises and also for any modification thereof and also to get the aforesaid plan duly sanctioned by the Patna Municipal corporation/ Phulwari Nagar Parishad.

b. To get the said Plan prepared and after due approval of the same by the Owners to submit the same to Patna Municipal Corporation/ Phulwari Nagar Parishad and other Authorities.

c. It is, however, agreed between the parties that during the progress of construction of the aforesaid building, the Owner shall have the right of periodical inspection of the same either by themselves or by their representatives or any engineer or architect to be appointed by them or any suggestion thereof with regard to the quality of the material to be used in the said building and/or in connection with the construction thereon shall be complied with by the Developer in consultation with their architect. However developer is primarily and exclusively responsible to carry out its obligation of developing, construction and delivery of the said multistoried building/s as per agreement terms, including the quality of materials etc.

d. To frame rules and regulations regarding the use of the respective allocations of the space of the Owner and Developer or his nominee or nominees or to form the Management Association and/or Owner's Association and/or Society for the ultimate Owner.

e. The Developer agrees to make construction of the proposed building and/or buildings in accordance with the sanctioned plan and as per the specification given in the Second Schedule hereunder written.

f. That the entirety of the Owner's allocation shall be handed over by the Developer at a time and not in piecemeal manner.

g. The owner shall be liable to pay all outgoings and all municipal taxes and charges up to the date of execution of this Agreement.

10. THE DEVELOPER SHALL BE ENTITLED:

(a) To construct and complete the said Multistoried Building in all respect in terms of this agreement and in accordance with

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the plan to be sanctioned by the Authorities Concerned and as per the specifications mentioned in the Second Schedule-within the specified time stated hereinabove.

(b) To enjoy, negotiate and enter into agreement for sale with buyers and accept advance and/or consideration money for the disposal of Developer's allocation as he may think fit and proper from all such person or persons of his choice, without any interference from the Owner.

(c) The Developer will be entitled to enter into an agreement for sale and/or transfer the respective Shops/office of his own allocation in the proposed building or buildings and for entering into such agreement with the prospective buyers the Developer shall be at liberty not to make the Owner as party to the said agreements, provided, however, at the time of execution of the Deed of Conveyance the Owner shall be a party to such Deed along with the Developer. It is, however, agreed between the parties that the Agreement for sale with the prospective buyers of the Developer's allocation and for which the Owners agreed and granting Power of doing all such acts to the Developer. It is further made clear that the Owner shall only be held liable for transferring the undivided proportionate share of land attributable to Developer's allocation after the developer fulfills all his obligations under this agreement.

(d) Outstanding municipal taxes in respect of the aforesaid property if any and accordingly it has been agreed between the parties that the Owner shall pay and/or liquidate all arrears municipal tax in respect of the aforesaid property up to the date of delivery of possession of the aforesaid land to the Developer. The Developer, however, shall be liable to pay all municipal taxes, rates and other outgoings in respect of the aforesaid property on and from the date of execution of this Agreement till delivery of possession of fully completed Owners' allocation in the proposed Building is made. After constructions of the proposed building and handing over possession of Owner allocation both Owner and Developer shall bear and pay proportionate Municipal Taxes charges and all other charges as per law and all outgoings for their respective allocation till mutation and separate assessment is not done. Owner shall be

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liable to pay GST/Income Tax and other taxes as applicable at that time for their share.

(e) After obtaining the sanctioned plan of the proposed building, the Developer shall duly demarcate the Owner allocation in the copy of the sanctioned plan to be counter signed by the parties hereto as per clause 5(b) above.

(f) After the completion of construction of the building the respective share i.e. developer and Owner shall be the absolute owner of their respective shares and they will entitle to sell/ transfer their shares separately.

12. <u>THE OWNER AGREE</u>:

(a) To sign and execute all necessary Plans, Papers, Undertakings Affidavits, Documents, Declarations, Deeds which may be required from owner under this agreement for obtaining any modification of the sanction plan of the proposed building or buildings and constructed of the proposed buildings' in terms of this Agreement.

(b) To co-operate with the Developer for construction and completion of the New Multistoried Building at the said Plot No. 331, Police Station- Beur, Patna.

(c) It is also made clear that the said property is in possession of the Owner.

(d) That the owner has agreed That, under this Development Agreement, the Developer/Builder, is liable to do the following acts, after completion of the building project as mentioned above, as per his shares, hereunder:-

a. To execute or sign an agreement for sale, deed of absolute sale or other documents for effectuating the lawful transfer of the Shops/office/Parking Space failing in the share of the Developers.

b. To present or file the above documents/deeds before the registering authority for getting them registered.

c. To engage advocate, vakil solicitor pertaining to the proceeding and to sign on Vakalatnama, suit, plaint, written statement etc. and to compromise the same in respect of the transferring of the properties at the developer's cost/Prospective buyers.

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d. To mortgage the Developers share in the built-up area with Financial Institution for enabling the Purchasers of Shops/office, Parking space, to obtain loan against their Shops/office, Parking space, etc. as per the development rights that would be given to the developers,

e. To allot and sell directly their share as mentioned above to its prospective Buyers and shall be entitled to executes Sale Deeds in their favour in respect of developed area and received the payments from the Buyers.

f. To have the plans of the proposed building/buildings to be constructed on the said property prepared/amended in accordance with rules and regulation of the Authorities and to submit the said plans to the concerned authorities in the name of the owner with the application for the approval and sanction and to do and sign all writings and undertakings including legal statutory papers as may be necessary in connection of such plans and procurement of project finance loan from the Bank and/or Financial Institutions on Developer's risk exclusively on Developers share only.

e. That the Owner shall execute necessary Deed of Conveyance in respect of the proportionate share of land attributable to the Developer's allocation in the proposed building or buildings in favour of the Developer or his nominee or nominees at any time after full completion of construction of the building.

f. The land owner hereby declare:

(a) That no notice or notification for requisition or acquisition under the statues for the time being in force has been received by the owners relating to the said property or any part thereof and the owner is entitled to develop and/or cause to develop the property.

(b) That there is no notice or order passed by the PMC/ PHULWARI NAGAR PARISHAD. The Patna Municipal corporation/ Phulwari Nagar Parishad or any other body or authority for setback thereof and there is not requisition of whatsoever nature by the municipality or other body or authority.

(c) The land owner has assured that the premises of Schedule-I is free from any acquisition any notice from any Govt.

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Partner
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Nutan Surya Construction
Partner
21.12.2020

Syed Sabahat Ali
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department such as, PMC/PHULWARI NAGAR PARISHAD., and others and is free from all encumbrances, debts, lines, charges dues and attachment and in marketable condition and have in himself full right, full power and absolute authority to tile to transfer the whole and part of the said property and is free in all respects with his absolute right and in his exclusive possession and clear title and possession to be delivered to the Developer for development.- Further to say by the land owner that old taxes (all) due prior to the date of this Agreement would be payable by the land owner.

(d) The Developers shall strictly comply with the provisions of PMC/PHULWARI NAGAR PARISHAD and all other relevant laws/buy-laws and rules and regulations. The Developers shall always keep the owner absolutely indemnified and harmless against all actions, claims and demands whatsoever which may arise due to deviation from the said sanctioned plan and to violation of the provisions of the law relating to the construction of the intended building complex and the developers shall provide for all civil work including installation of overhead tanks, provisions of water supply, drainage, compound wall, car parking spaces etc. as per the specification and amenities set out in the plan approved by the PMC/ PHULWARI NAGAR PARISHAD at his own cost.

13. As per the provision of Bihar Apartment Ownership Act. 2006, the builder/developer and owner shall be absolute owners of their respective shares, after completion of the construction of the building project and they will be entitled to sell/transfer/ lease/mortgage/gift their shares respectively. This Development Agreement is being done in the light of the said act will be fully applicable to this development agreement.

14. <u>THE OWNER HAS FURTHER AGREED AS FOLLOWS</u>:

a. Not to sell, transfer, alienate or encumber their right over the said premises except their Allocation as Owner's share in the proposed New Multistoried Building subject to such fulfilling the terms of this agreement by such transfers.

b. Not to cause any obstruction or interference in the bonfire

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construction erection and completion of the New Multistoried Building or Buildings on the said Premises.

c. To execute a Power of Attorney appointing the Developers as their Constituted Attorney authorizing to do all deeds and things necessary for completion of the project.

d. The name of the apartment shall be "**Nutan Kohinoor Plaza**".

e. The Owner, however, will be entitled to have periodic inspection of construction of the aforesaid building regarding the quality of the materials used thereof and any suggestions given by the Owner to the Developer shall be taken into consideration.

15. In the event of the new construction work being delayed and/or destroyed by earthquake, tempest or other Act or God, fire, riots, civil commotion or any other irresistible forces not caused by any act of the Developer and/or their workmen in that situation, the Developer shall not be treated as defaulter and not responsible for delayed construction beyond the period of 42 months and others but for such occurrence if any should be brought to the notice of the Owner by writings.

Simultaneously, if the construction work, while in progress, being delayed due to irregular and delayed supply of material and/or stopped due to non-supply of materials and/or labor trouble or any other incident other than Act of God, the Developer shall be solely responsible to take care of such incident himself and ensure speedy completion of the work using obviously superior quality materials and skilled labor force to finish the project within the stipulated period as indicated above.

16. Both the Developer and the Owner shall be entitled to deal with or to dispose of their respective shares of the constructed space in any manner they think fit and proper without any interference from each other as long as such disposals shall not violate any provision of this Agreement.

17. <u>MISCELLANEOUS</u>:

i. For the purpose of sale and/or transfer of its respective allocations between owner and developer no further consent

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of the other party shall be required and this Agreement by itself shall be treated as such consent and would be subject to development rights agreement.

ii. That after execution of this Agreement by the Owner with the Developer, the Owner shall not create any encumbrances and/or liens in respect of the property and the Developer's exclusive right for development of the property shall not in any way be affected.

iii The Developer will at his own cost and expenses arrange for all material to be used for construction, being the best quality available in the market, sound and well-seasoned, and also tools, implements, scaffolding whatsoever necessary for carrying out and/or completing the said work according to the said plans and specifications. Under no circumstances, the Developer will erect the building with inferior quality materials thereby endangering the safety and lives of the flat Owner.

iv. That the developer shall not create any charge or encumbrance over the said property for its own benefit without the written consent of the owners of the land.

That the parties agree that the complex would be named as **"Nutan Kohinoor Plaza"**

18. ARBITRATION:

In the event of any dispute or differences arising between the parties in regard to this agreement or any matter connected therewith, the same will be referred for Arbitration under the Indian Arbitration and Conciliation Act with Patna as jurisdiction and arbitrator's decision shall be final and binding on parties.

FIRST SCHEDULE AS REFERRED TO ABOVE

All that piece & parcel land measuring 65.625 decimals (Sixty five point six two five decimals) more or less subject to actual measurement bearing Municipal Survey Plot no. 331, Khata No. 213, Tauzi No. 5243, Thana no. 17, situated at Beur More, Mauza- Chitkohra, Survey Thana- Phulwari, at present P.S.- Beur, in town and district of the Patna within the Municipal corporation area and under the district/sub-registrar, Patna, and bounded as follows:-

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सभी प्रकार के रोक से मुक्त पाया
चौक लिपिक
21/12/2020

Revenue Details of land.

1. Name of the District- Patna.
2. Name of the Revenue Anchal- Patna Sadar.
3. Name of the Revenue Halka- Nutan Rajdhani-2.
4. Name of the Revenue Village- Chitkohra.
5. Revenue Thana no. 17.
6. Name of the Revenue Thana- Phulwari.
7. Zamabandi No. 3376 & 2640/1.

NORTH :- Part Plot No. 331.
SOUTH :- Plot No. 335.
EAST :- Main Road (Aadarsh Kara Beur Road).
WEST :- Harnichak Siwana.

Note:- Govt. value is mentioned at **Code No. 114 & Zone- 3** of M.V.R. 2016-17.

Which market value of above land is Rs. 10,82,82,000/- (Rupees Ten Crore eighty two lakh eighty two thousand) only.

SECOND SCHEDULE AS REFERRED TO ABOVE

GENERAL SPECIFICATION

The construction to be made and equipments, fittings and fixtures to be installed and provided in the Building shall be of First Class quality and according to the plans and advice of Architect and shall include the following:

1) FOUNDATION:

The Foundations shall be of Earthquake resistant Reinforced Cement Concrete as per computerized design of Licensed Architect/ Structural Engineers after extensive Soil Tests and shall have approval of PMC/ Phulwari Nagar Parishad.

2) SUPER STRUCTURE:

The Super Structures of the Building shall have Earthquake resistant Reinforced Cement Concrete Framed Structure with Reinforced Cement Concrete Roof, Columns, Beams and Slabs strictly accordingly to the design given by the Architect/Structural Engineers and plan sanctioned by PMC/ Phulwari Nagar Parishad.

3) WALLS:

The external walls of the building shall be made of 125 mm (5") thick brick of first class quality in Cement-Sand mortar 1:6.

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Internal Partition Walls shall be 125mm (5") thick for toilets, kitchen and partition between the two Shops/office and balance partition walls shall be 125mm (5") thick in Cement - Sand mortar as per Architect's specification.

WALL FINISHES:

All internal surfaces, including common areas shall be plastered with cement-sand mortar as per Architect's specification and finished with washable paint over Wall Putty base.

All external walls shall be painted with Acrylic Emulsion paint of standard make over wall putty as per colour scheme.

4) FLOORS:

i. Vitrified tiles in Shops/office .(Size 2'x2')
ii. Tiles in Parking Space & Granite on passages

5) BATHROOM

Concealed plumbing system using standard make pipes/upvc / .CPVC. Good quality fittings in the Bathrooms including basins and ceramic sanitary wares (English type) of Somani//Cera/ Parry Ware/Hind ware or equivalent.

i. WALLS will be decorated with glazed titles up to 7' height.
ii. Concealed plumbing system using standard make /UPVC /CPVCpipes.
iii. Bathroom C. P. Fittings will be of Marc/Jaguar/Somani/ Cera or equivalent.

6) DOORS & WINDOWS:

(i) UPVC windows
(ii) 30 mm thick solid factory made flush door shutter both side paint.
(iii) M.S./Steel railing to stairs passage.

7) ELECTRICAL:

Electrical wiring will be done with ISI approved PVC insulated, copper wires concealed in the walls. For safety MCB to be provided at the income. For light sufficient number power point to be provided.

Electrical points as per drawing.

8) WATER SUPPLY:

Adequate water supply by a bore well is required to be dug with submersible pump connected with overhead Water Tank.

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9) COMPOUND:

a. Compound will be paved wherever required and will have all around.

b. M.S. Grill gates to be provided.

10) LIFT FACILITY:

Adequate capacity electric elevator to be installed

Adequate capacity electric elevator to be installed.

11) External cladding co Glass Facade with ACP Architectural Drawing.

IN WITNESS WHEREOF the Land Owners and Developer have set their hands to this deed of Development Agreement with their free will and sound mind on the day, month and the year first above mentioned in the presence of the following witnesses.

WITNESSES :-

1. 21.12.2020

Syed Saba Ashraf
21.12.2020

2. 21.12.2020

Dharmendra Kumar
Late Awdhesh Singh.
12/6/D Anandpuri
Boring Canal Road
Patna.

Signature of the Land Owner.

Nutan Surya Construction
Partner
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Nutan Surya Construction
Partner

Signature of the Developer.

Printed:-

(SANJEEV KUMAR)
Advocate
UDDYOGIJI'S CHAMBER,
Collectorate Bar Association,
Patna

Drafted as per instructions by the parties :-

21/12/2020

(Dr. ANIL KUMAR SINHA, "UDDYOGI")
Advocate
'Chamber', Collectorate Bar Association
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. 2166700/-	Amt.Paid By N.J Stamp Paper	Rs. 0/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 2228700/-

Registration Fee

FEE PAID										
	A1	1000	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	60000	J1	0	K2	0	Na	0
	B	0	H1a	0	J2	0	Li	0		
									TOTAL-	61000

LLR + Proc Fee		Service Charge
LLR	0	
Proc.Fee	0	1000
Total	0	

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 62000

Registering Officer
Patna

Date: 22/12/2020

Endorsement under section 52

Presented for registration at Registration Office, Patna on Tuesday, 22nd December 2020 by Syed Minhaj Ashraf Late Syed Nooruddin Ashraf by profession Others. Status - Executant

22-12-2020

Signature/L.T.I. of Presentant **Date:22/12/2020**

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Ranjeet Singh' age '39' Sex 'M', 'Sakal Deep Rai', resident of 'Anisabad, Raghunath Tola, Phulwari, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 22/12/2020

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 272 on pages on 214 -235, for the year 2020 and stored in CD volume No. CD-39 year 2020. The document no. is printed on the Front Page of the document.

Registering Officer
Patna

Date : 22/12/2020

Token No. : 11977 Year : 2020 S.No. : 11697 SCORE Ver.4.1 Deed No . :d No . : 10949

INDIA NON JUDICIAL
Government of Bihar
e-Stamp

Certificate No.	:	**IN-BR148743646404865**
Certificate Issued Date	:	17-Dec-2020 05:10 PM
Account Reference	:	SHCIL (FI)/ brshcil01/ PATNA/ BR-PAT/ PTC
Unique Doc. Reference	:	SUBIN-BRBRSHCIL01184329339769705
Purchased by	:	NUTAN SURYA CONSTRUCTION
Description of Document	:	Article 5 Agreement or memorandum of an Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	Not Applicable
Second Party	:	NUTAN SURYA CONSTRUCTION
Stamp Duty Paid By	:	NUTAN SURYA CONSTRUCTION
Stamp Duty Paid (Rs.)	:	21,66,700(Twenty One Lakh Sixty Six Thousand Seven Hundred only)
Reg. fee (Rs.)	:	61,000 (Sixty One Thousand only)
LLR & P Fee (Rs.)	:	0 (Zero)
Miscellaneous Fee (Rs.)	:	0 (Zero)
Discore SC (Rs.)	:	1,000 (One Thousand only)
Total Amount (Rs.)	:	22,28,700 (Twenty Two Lakh Twenty Eight Thousand Seven Hundred only)

Stock Holding Corporation of India Ltd. PATNA

21/12/2020

21/12/2020

21/12/2020

Do not write or type below this line

LB 0007946724

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

अरूण कुमार महाराज,
लिपिक, जिला निबंधन कार्यालय, पटना।

