Serial No. 10186 Circle:-:Patna

Book No. 1 Deed No. 9236

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

बिहार BIHAR

Serial No. 10186

Deed No. 9236

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

This document was presented for registration on **23/08/2016** by **Bhanu Prakash Varma**
A Stamp Duty of Rs. **478040/-** and other Fees of Rs. **21550/-** 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. **9236** in Book No. **1** Volume No. **216** on pages from **48** to **66** and has been preserved in total **19** pages in C.D. No. **33** / Year **2016**

Date: 23/08/2016 Token No: 10624 /2016

Signature with Date
(Prashant Kumar)
Registering Officer, Patna

Challan No. 301 & 290, Dated 22.08.2016

DEVELOPMENT AGREEMENT

This Agreement is made and entered into at Patna in the State of Bihar on the 22nd Day of August 2016 (Two Thousand Sixteen).

Managing Director

8/23/2016

BETWEEN

i. **Bhanu Prakash Varma** Mob: 9835240581

ii. **Nityanand Verma both sons of Late Kashi Nath Varma** both resident of Mohalla Yarpur, P.O. G.P.O., P.S Gardanibagh, Town and District Patna, by Nationality Indian, hereinafter referred to as the '**OWNER**' (which expression shall unless repugnant to the context or meaning there to mean and include her/his heirs, administrators, executors, legal representatives, successors-in- interest and/or assigns) of the **ONE PART**.

AND

M/S KAMINI DEVELOPERS PVT. LTD., a Company registered under the Companies Act, 1956 having its Registration No.03-08672, G-1, Raj Mansion, East Boring Canal Road, Patna-800001, through its Managing Director **MR. JAWED ALI KHAN,** S/o LATE LATIFUR RAHMAN KHAN, R/o 2/D Federal Colony, Near Haroon, Sector-I, P.S.- Phulwari Sharif, P.O.- Phulwari, District-Patna, in the state of Bihar, hereinafter referred to as **DEVELOPER** (which expression shall unless repugnant to the context or meaning there to mean and include its executors, administrators, legal representatives successor/s in office and/or assigns) of the **OTHER PART**.

WHEREAS the aforesaid Owner is seized and possessed of and is Owner of or otherwise was and is sufficiently entitled to the free hold Land measuring an area of 19.25 Decimals approx (near about Six kathas Four Dhurs Sixteen Dhurkies), Situated at Mohalla Yarpur, P.S. Gardanibagh, Town and District Patna, Survey Plot No. 441 & 443, Khata No. 30 & 39, Tauzi No.

FOR KAMINI DEVELOPERS PVT. LTD.
Managing Director

379, Thana No. 18, Ward No. 8, Circle No. 262, Holding No. 350/260 more fully described in schedule of the Land hereunder written, hereinafter referred to as the **SAID PROPERTY.**

WHEREAS Dr. Kashi Nath Varma was the actual owner and occupier of the aforesaid property and the said Kashi Nath Varma died leaving behind his Two sons namely Bhanu Prakash Varma and Nitya Nand Verma as his legal heirs and successors and thereafter Bhanu Prakash Varma and Nitya Nand Verma made Family arrangement Partition through Panchnama on 11.09.1993 and in that Family Arrangement Partition through Panchnama the aforesaid property have been partitioned between Two brothers named above half and half and since then both of them separately owned and possessed the same as absolute owner thereof.

AND WHEREAS, land owner Bhanu Prakash Verma and Nitya Nand Verma separately filed and application before the Circle Office, Patna Sadar to mutate their names which was recorded as mutation Case No. 169/3/1993-1994 and after passing an order dated 13.10.1993 revenue rent receipt have been issued in their names vide Jamabandi No. 1384 & 1385 respectively.

AND WHEREAS, the Land owners have assured that the said land is free from encumbrances, debt, liens, charges and that they have good right, full power and absolute authority over the said land to enter into development agreement with the aforesaid Developer i.e. **M/S KAMINI DEVELOPERS PVT. LTD.**

FOR KAMINI DEVELOPERS PVT. LTD.

Bhanu

Authorised Signatory

Managing Director

AND WHEREAS, the land owners is interested in getting a multistoried residential building complex developed and constructed over the said land on conversion basis.

AND WHEREAS, aforesaid developer offered to develop at their own cost a multistoried residential building over the said land on conversion basis by getting the design and dimension approved by the concerned competent authority Patna Municipal Corporation.

AND WHEREAS, it is agreed between the land owners and the developer to enter into an agreement on the terms and conditions noted hereunder.

NOW THESE PRESENTS WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS :-

1. That the Land Owner has agreed to appoint the Developer with the sole right to develop the land in form of multi-storied building as mutually agreed and approved by the P.M.C.

2. That, the land owners has assured that the land is free from all encumbrances, liens and charges.

3. That, the developer will construct the multistoried building at their own cost and 50% (fifty percent) of the total area constructed will be handed over to the land owner. As per mutually agreed division shares between the land owner and builder approved by the P.M.C. The ground floor parking space etc. will be share in the same proportion of 50%-50% on each floor as mutually agreed.

4. That it is further agreed between the developer and land owners that the land owners will be entitled to fully enjoy his own share of 50% entire constructed area

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Managing Director

and parking space also either himself individually or collectively and shall have the full right either to sell or to transfer or to mortgage or to dispose of in any manner as per his convenience. Direct 50%-50% as per consent of land owner or mutually understanding.

5. That the developer will be entitle to fully enjoy his own share of 50% entire constructed area and parking etc. also either himself individually or collectively and shall have the full right either to sell or to transfer or to mortgage or to dispose of in any manner as per his convenience for which the land owners will have no objection.

6. In addition to the above the Developer will pay a sum of **Rs. 2,51,000/-** (Rupees Two Lac Fifty One Thousand) only by cheque No. 748951, Allahabad Bank dt. 04.03.2015, **Rs. 3,00,000/-** (Rupees Three Lac) only by cheque No. 005876, Allahabad Bank dt. 07.03.2016 & **Rs. 5,00,000/-** (Rupees Five Lac) only by cheque No. 005878, Allahabad Bank dt. 18.04.2016 in favour of **Bhanu Prakash Varma HUF** and **Rs. 2,51,000/-** (Rupees Two Lac Fifty One Thousand) cheque No. 748952, Allahabad Bank dt. 04.03.2015, **Rs. 3,00,000/-** (Rupees Three Lac) only by cheque No. 005877, Allahabad Bank dt. 07.03.2016 & **Rs. 5,00,000/-** (Rupees Five Lac) only by cheque No. 005879, Allahabad Bank dt. 16.05.2016 in favour of **Nityanand Verma HUF** as Security money to the Owner. The amount shall be non-refundable to the Developer.

7. That the common pool area will be in use jointly likely staircase, terrace, water tank, pump room, generator room, toilet of basement floor, guard room etc. by the land owner and the building and they will have their respective shards in the same.

FOR KAMINI DEVELOPERS PVT. LTD.
Managing Director

8. That the area proportionate to the share of the land owner and the developer will be marked separately in the plan in district colour duly signed by both.

9. That the developer will have the right to submit the plan of the multistoried building in the P.M.C. and shall make every effort to get it sanctioned and the land owner will cooperate with the builder as per need.

10. That the land owners has agreed and undertake that they execute and give an registered development agreement an irrevocable power of attorney in favour of the developers and give peaceful possession over the said and to do thing that may be necessary for the development, planning and construction.

11. That the developers has been given a period of 24 (Twenty Four) months from the date of sanction of the plan by P.M.C. & Bhumi Pujan with a grace period of 6 (six) months to get the building constructed. However, the aforesaid completion period is subject to the Developer will be entitled for extra time in the case of any litigation and such happening as are beyond the control of the Developer including fire, tempest, accident, strike, lock-out exceptionally inclement weather and any other Act of God. That the Developer will have to pay as a penalty Rs. 5,000.00 (Rupees Five Thousand) only for every month of delay after 24 (Twenty Four) months with a grace period of 6 (six) months.

12. That the Developer shall be free to appoint at his own cost qualified Architect, engineers, contractors and legal advisors as per his will and choice at their own cost for the success of the scheme.

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Managing Director

13. That it is further agreed that in case of any dispute between the land owner and the developer it will be referred to the Arbitrator whose decision shall be binding on both the parties under Indian Arbitration and Conciliation Act. 1996 or amended upto date.

14. That is has been agreed that the developers will be free to apply for Electric connection water connection, etc. and the owner will fully cooperate till the connection area sanctioned and done by the competent authorities.

15. That the land owners have handed over the photo stat copies of all the relevant document and undertake to produce the original when ever and where ever required in course of time.

16. That the land owners have assured to sign all necessary documents, paper, when ever required for the progress of the construction of the building.

17. That the land owners will have access to the concern record of the project and will be provident with a copy of the sanctioned plan design by the developer along with a attested photo copy of the registration of the firm of the developer.

18. That the entire cost of the project will be borne by the developer and the conversion share of the parties i.e. 50% and 50% will not vary due to market punctuation on either side.

19. That the different components of the structure of the building will be designed by expert and to the mutual satisfaction of the land owner and the builder.

20. That the land owners have assured to sign all necessary documents, papers when ever required for progress of the multistoried building.

FOR KAMINI DEVELOPERS PVT. LTD.

Managing Director

21. That the details of land as mentioned in Schedule-A and detail plan as approved in due course by P.M.C. will form part of agreement along with the agreed specification as prepared separately duly signed by both the parties which will also be considered as part of this agreement.

22. That the Land owners will have right to make inspection of the works going on to watch the progress and so also the specification being followed and the short comings if any would be brought to the notice of the developer to be mutually solved by joint inspection as and when needed.

23. The Multistoried building will be constructed with 1st class specification has been prepared duly signed by both the parties.

24. The materials used for multistoried building construction will be all of 1st class specification purchased from standard firms by the developers.

25. The entire cost of construction including miscellaneous charge will be done by the developers from beginning to end. The share of 50%-50% will not vary due to market fluctuation up and down.

26. The different components of the structure of multistoried building will be get designed by developers from known experts of repute to the satisfaction of the P.M.C.

27. This development agreement has been prepared for the safe guard of both the parties for good and timely construction and completion with the period and both the parties will work as hands in gloves on mutual agreement.

FOR KAMINI DEVELOPERS PVT. LTD.

Managing Director

28. That the developer shall be empowered to raise fund from the financial institutions like HUDCO LIC Housing Finance, any Bank or from any other sources and for which the owners shall have no objection for the same and all the liabilities goes upon the developers only regarding the said fund.

29. That the building over the schedule below property will be demollshed by the developer at his own cost and the materials of the same will be the sole and absolute property of the developer.

30. That if in future any litigation of the Schedule-A property, the developer will take necessary action to the litigation for the same, but the cost of the said litigation will be 50% adjust by the land owner's in the deed.

IN WITNESS WHEREOF, the parties hereto have set their respective hands to this Agreement on this the 7th day of March, 2016 here in written in presence of the witnesses.

FOR KAMINI DEVELOPERS PVT. LTD.
Managing Director

SCHEDULE-A

All that piece and parcel of Land measuring an area of 19.25 Decimals approx (near about Six kathas Four Dhurs Sixteen Dhurkies), Situated at Mohalla Yarpur, P.S. Gardanibagh, Town and District Patna, Survey Plot No. 441 & 443, Khata No. 30 & 39, Tauzi No. 379, Thana No. 18, Ward No. 8, Circle No. 262, Holding No. 350/260, within the limits of Patna Municipal Corporation, Patna Regional Development Authority and with the Jurisdiction of District sub- Registrar of Patna Sadar and bounded as follows:-

BOUNDARY

NORTH :- By- Road

SOUTH :- Radhe Shyam, Now Ayushi Apartment

EAST :- Kumari Neera D/o Krishna Kumar Singh & Bindeshwari Choudhary

WEST :- Santi Sadan, Now Rekha Sinha

SCHEDULE-B

Proposed Multi storied building shall be called as **"SHANTI KASHI MANSION"** situated at Mauza Yarpur, Patna,

To be noted that with the consent of the land owners and Developers hereby mutually agreed to distribute their shares in proposed Multi storied building shall be called as **"SHANTI KASHI MANSION" (G+4th storied Building)** situated at Mauza Yarpur, Patna, as per Development Agreement which are as follows:-

Share of the Land Owner No. 1 Bhanu Prakash Varma and his legal heirs and successors:-

Flat No.	Floor	Super Built-up Area	Allotted to
301	3rd Floor	1380 sq.ft.	Bhanu Prakash Varma
302	3rd Floor	1380 sq.ft.	Dr. Chaitanya Prakash (Son)
303	3rd Floor	950 sq.ft.	Amritanshu Prakash (Minor Grand Son)
305	3rd Floor	960 sq. ft.	Aiyan Prakash (Minor Grand Son)
404	4th Floor	980 sq.ft.	Rajni Rani Verma (wife)

Total 05 flats and the total area of flats including common area comes 5650 sq. ft. of the 1st land owner share.

FOR KAMINI DEVELOPERS PVT. LTD.
Managing Director

Share of the Land Owner No. 2 Nityanand Verma and his legal heirs and successors:-

Flat No.	Floor	Super Built-up Area	Allotted to
101	1st Floor	1380 sq.ft.	Ayush Raj (Son)
102	1st Floor	1380 sq.ft.	Pratyush Raj (Son)
103	1st Floor	950 sq.ft.	Anju Verma (wife)
105	1st Floor	960 sq.ft.	Nitya Nand Verma
403	4th Floor	950 Sq. Ft.	Nitya Nand Verma

Total 05 flats and the total area of flats including common area comes 5620 sq. ft. in which 30 sq. ft. is less of the 2nd land owner share and the developer have to pay amount of that area.

Developer share

Flat No.	Floor	Super Built-up Area
104	1st Floor	980 sq.ft.
201	2nd Floor	1380 sq.ft.
202	2nd Floor	1380 sq.ft.
203	2nd Floor	950 sq.ft.
204	2nd Floor	980 sq.ft.
205	2nd Floor	960 sq.ft.
304	3rd Floor	980 sq.ft.
401	4th Floor	1380 sq.ft.
402	4th Floor	1380 sq.ft.
405	4th Floor	960 sq.ft.

Total 10 flats and the total area of flats including common area comes 11330 sq. ft.

FOR KAMINI DEVELOPERS PVT. LTD.
Managing Director

As per choice of the land owner super built up area with flat has wish to take only 10 (TEN) flats as per schedule B and rest 30 sq.ft. he (owner share flat) has sold by owner as per market value through builder.

That the developer and the land owners mutually decided to take security deposit from the all purchasers @ Rs. 1,00,000/- (Rupees One Lac) only.

IN WITNESS WHEREOF the parties hereto have executed this Development Agreement at PATNA on the 22nd Day of Aug Month, 2016 Year first above written.

Witnesses :-

1. Dr. Chaitanya Prakash (Bhanu Prakash Varma)

S/O Bhanu Prakash Varma
Jarapur Road No. 1 Gardanibagh
Patna 800001

2. Rajni Rani Verma (Nityanand Verma)

Signature of Land Owners

3. Ayush Raj

FOR KAMINI DEVELOPERS PVT. LTD.

Managing Director

(Jawed Ali Khan)
Managing Director
Kamini Developers Pvt. Ltd.

4. Pratyush Raj

Signature of the Developer

5. Anju Verma
W/o Nityanand Verma
Jarapur Rd No. 1
Gardanibagh
Patna-800001

This is to certify that in Page no 12 Line 2nd & 3rd has been written by me which is correct and the owner also signed on record after said mentioned.

SCHEDULE-C

SPECIFICATIONS SUPER DELUXE RESIDENTIAL FLAT APPLICABLE FOR THE CONSTRUCTION OF THE BUILDING (STRUCTURE/FINISHING/FITTINGS AND FIXTURE)

FOUNDATION

R.C.C. Pile Foundation as per design of Structural Consultant.

STRUCTURE

R.C.C. Frame Structure

ROOF

R.C.C. with W.P. Treatment

DOORS/CHOUKHAT

(a) Door Frame (Choukhat) of **Malaysia shall** Wood. Size 4"×2.5"

(b) Entrance door 32mm and other 30 mm I.S.I. marked Flash Door.

WINDOWS

Alluminium Window powder coated with grill.

FLOORING

(a) Marbonite Flooring in all areas of the flat.

(b) Working Platform Granite for Kitchen

(c) Dado 24" high glazed tiles finish dado above working platform for kitchen.

(d) Sink-Steel (24"×18") for Kitchen.

TOILETS

(a) Flooring : Spartak tiles flooring

(b) Glazed tiles up to 5'

(c) Sanitary ware : white sanitary ware

(d) Fittings : Bath Fittings steel hot and cold water in each bathroom.

FOR KAMINI DEVELOPERS PVT. LTD.

Managing Director

ELECTRICAL

(a) All internal wiring in copper conductor using concealed conduits. Wires to be ISI marked standard of quality.

(b) One T.V. Points & One Telephone Point (only for drawing room) provides in each floor.

(c) All Electrical switches and accessories of standard I.S.I. marked Fans and other fixtures not included.

(d) Generator of adequate capacity will be provided to run pump common area lighting, Lift etc.

(e) T.V. point for Bedroom, provided in each flat.

INTERNAL WALL FINISH

All internal walls shall be finished Wall Putti.

DECORATIVE

The building Elevation to be highly decorative in nature with high quality finishing workmanship and material, as per design.

EXTERNAL WALL FINISH

All external walls shall be finished 2 wheather coats of cement based colour paint.

EXCLUSIVE FACILITY

(a) Lift

(b) One Submersible pump 24 hrs. Water supply each flat.

(c) An Indian style toilet for Maintenance Staffs, Servants & Drivers use at Ground Floor.

(e) CCTV Security Camera Facility connection with reception.

(f) Intercom Facility connection in each flat with reception.

FOR KAMINI DEVELOPERS PVT. LTD.

Managing Director

NOTES :

All specification, sizes and layout etc. are subject to such variations, addition, alternations and modification as decided by the Promoters/Architect society or by Competent Authority.

EXTRA CHARGES & DEPOSITS FOR PERIPHERAL SERVICES TO BORNE BY LAND OWNER & BUYERS

Electrical Connection	:	Rs.	25,000.00
Generator	:	Rs.	50,000.00

Full Details of Valuation of Land M.V.R. Code No. 168, Mauza Yarpur, Bhag-01, in Branch Road Rs. 11,25,000/- Only per Decimals



Valuation of land a sum of **Rs. 2,17,00,000/- (Rupees Two Crores Seventeen Lacs)** only.

Stamp duty is being paid **Rs. 4,35,000/-** only @ 2%

Non refundable amount Rs. 21,02,000/- Only Stamp duty is being paid **Rs. 42,040/-** only @ 2%

Registration Fee Rs. 21,000/- Only

And scanning Fee also paid.



Witnesses :

Azad 22/8/16

Azad Alam
S/o Navi Alam
Khajpura
Patna-14

Bhanu 22/8/16

(Bhanu Prakash Varma)

Nitya nand Verma 22/8/16

(Nityanand Varma)

Signature of Land Owners

FOR KAMINI DEVELOPERS PVT. LTD.

22/8/16

Managing Director

(Jawed Ali Khan)

Managing Director

M/S Kamini Developers Pvt. Ltd.

Signature of the Developer



22/8/16

22/8/16

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.	478040/-
Addl.Stamp duty paid under Municipal Act	Rs.	0/-

Amt.Paid By N.J Stamp Paper	Rs.	1000/-
Amt.paid through Bank Challan	Rs.	478590/-

Registration Fee

FEE PAID	A1	20000	C	0	H1b	0	K1a	0	LI	0
	A8	0	D	0	H2	0	K1b	0	LII	0
	A9	0	DD	0	I	0	K1c	0	Mb	0
	A10	0	E	1000	J1	0	K2	0	Na	0
	B	0	H1a	0	J2	0	LI	0		
								TOTAL-		21000

LLR + Proc Fee		Service Charge
LLR	0	550
Proc.Fee	0	
Total	0	

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 21550

Registering Officer
Patna

Date: 23/08/2016

Endorsement under section 52

Presented for registration at Registration Office, Patna on Monday, 22nd August 2016 by Bhanu Prakash Varma Late Kashi Nath Varma by profession Others. Status - Executant

23/8/16

Signature/L.T.I. of Presentant **Date:23/08/2016**

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Azad Alam' age '32' Sex 'M', 'Navi Alam', resident of 'Khajpura Beli Road, Patna Sadar, Patna'), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 23/08/2016

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 216 on pages on 48 -66 , for the year 2016 and stored in CD volume No. CD-33 year 2016 .The document no. is printed on the Front Page of the document.

Registering Officer
Patna

Date : 23/08/2016

Token No. : 10624 **Year : 2016** **S.No. : 10186** **SCORE Ver.4.0** **Deed No . : 9236**

8/23/20