



बिहार-BIHAR

क्रम संख्या 9152 दिदि 1/8/18 मूल्यांकन संख्या डीएमएचः AC 140797

Serial No. 9787

Deed No. 8829

सा. सं. - 2/82, वि.
Govt. of Bihar

District Registry Office ,Patna

Summary of Endorsement

This document was presented for registration on **02/08/2018** by **Jeevan Sahay**
A Stamp Duty of Rs. 425222/-

A Stamp Duty of Rs. **425320/-** and other Fees of Rs. **22000/-** 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. 8829 in Book No. 1, Volume No. 232 on pages from 158 to 163 and has been preserved in total 26 pages in C.D. No. 35 / Year 2018

Date: 04/03/2018

Token No: 9952 /2019

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

SCANNED BY

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT IS
MADE THIS THE 01ST DAY OF AUGUST 2018 AT PATNA.



ALMINI DEVELOPERS PVT. LTD.

211812

(2)

BETWEEN

- i. **Jeevan Sahay (Aadhar No. 2342 6472 7287) son of Late Bishwanath Sahay**, resident of "Bhagwan Niwas", Near A.N. College, Boring Road, North S.K. Puri, P.S. S.K. Puri, District Patna, by Nationality-Indian.
- ii. **Kavita Sahay (Aadhar No. 9288 9281 8877) wife of Late Gyaneshwar Sahay**, resident of "Bhagwan Niwas", Near A.N. College, Boring Road, North S.K. Puri, P.S. S.K. Puri, District Patna, by Nationality-Indian, hereinafter referred to "Land Owners" (which term unless excluded by or repugnant to the context shall mean and include their heirs, executors, administrators, legal representatives, successors and assigns) of the FIRST PART.
- Mob. 8826837779

AND

M/S KAMINI DEVELOPERS PVT. LTD. A company registered under the Companies Act 1956 bearing registration No.03-08672, having its registered Office at G-1, Raj Mansion, East Boring Canal Road, Patna through its Managing Director **Mr. Jawed Ali Khan son of Late Latifur Rahman**, resident of 2/D Federal Colony Haroon Nagar, Sector-II, Phulwari Sharif, P.S. Phulwari Sharif, District-Patna, hereinafter referred to as **DEVELOPER**, which expression unless repugnant to the context shall mean and include their heirs executors, administrators, legal representatives, assignees and successors-in-interest of the SECOND PART.

PAN: AABCK9918K

Mob. 9334102201

WHEREAS, the property more fully described in schedule- A property of this deed, belonged to Bishwanath Sahay son of Late Bhagwan Sahay measuring an area of 3 Kathas 10 Dhurs equivalent to 4760 Sq. Ft situated at Survey Mauza Mohammadpur Fazil, alias Chainpur Paragana Phulwari Sharif, P.S Digha District Patna, under



Handwritten: Jeevan Sahay 248118
Kavita Sahay 248118
Jeevan / Kavita 248118

Handwritten: FOR KAMINI DEVELOPERS PVT. LTD.
Jawed Ali Khan 248118
Managing Director

(3)

Khata No.1, Plot No. 12, and Khata No. 14, Plot No. 11, obtained through Deed of relinquishment dated 15/17-09-1969, bearing Deed No. 9868, in Book No.1, Volume No. 89, Pages 408 to 410, which was registered at Patna executed by Urmila Devi wife of Bishwanath Sahay and since then the said Bishwanath Sahay separately owned and possessed the same as absolute owner.

AND WHEREAS, the said Bishwanath Sahay died on 10.02.1999 thereafter Urmila Sahay died on 24.03.2016 leaving behind two sons namely Jeevan Sahay and Gyaneshwar Sahay as their legal heirs and successor in heritance of Hindu Mitakshra Law and after the death of Bishwanath Sahay owned and possessed the same as absolute owner.

AND WHEREAS, Gyaneshwar Sahay also died on 31.05.2015 leaving behind his widow Kavita Sahay, one daughter Karishma and one son Bhaskar Sahay as his legal heirs and successors and after the death of Gyaneshwar Sahay the said Kavita Sahay as a Karta (HUF) owned and Possessed the share of Late Gyaneshwar Sahay.

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

AND WHEREAS, the said land owners got their names mutated in Circle office Sadar Patna and whereupon revenue rent receipt has been issued in their names vide Jamabandi No. 4253, Volume No. 42 Through mutation Case No. 01/01/2018-19.



Kavita Sahay
21/8/18

Jeevan Sahay
21/8/18

FOR KAMINI DEVELOPERS PVT. LTD.
Kishor
21/8/18
Managing Director

(4)

AND WHEREAS, the land owner Jeevan Sahay & others got their names mutated in Patna Municipal Corporation, Patna and Holding Tax receipt has been issued in their names regarding Holding No. 2683/1280, Ward No. 22, Circle No. 249, Property No. 2063911.

AND WHEREAS the owner of the first part is thus the absolute Owner of the land and now it has been agreed between the parties that the second party the DEVELOPER undertake to make construction of multi-storied building named as BHAGWAN NIWAS over the land fully described in Schedule-A of this deed after approval of the map by the competent authority over the proposed area and the share will be divided between the Owner and the DEVELOPER as 50:50 share respectively in the built-up area and parking space etc. and now Land Owners are entitled and competent to execute the present Deed Of Development Agreement.

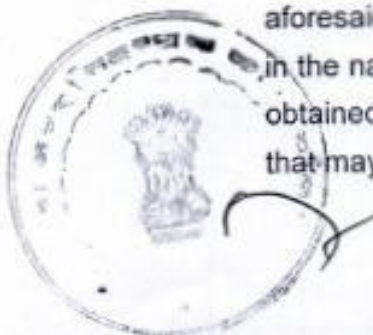
NOW THESE PRESENCE WITNESSETH AS FOLLOW:-

1. That the DEVELOPER, second party, has agreed to develop and construct at its own account multistoried residential building on the said property fully described in schedule-A below at his own account and expenses and with his own resources after obtaining all the requisites clearance, permission, sanction and approvals.
2. That immediately after the execution of this development agreement, the DEVELOPER shall expeditiously get a plan prepared in order to obtain maximum benefit for the Owner and the DEVELOPER under the provision of RERA which has been effective from 01.05.2017.
3. That the Owner shall have no objection if the aforesaid building plans are submitted to the local authority in the name of the Owner or Company for approvals and are obtained in their names and agreed to sign all such papers that may be deemed necessary by the Owner and

Kavita Sahay
21/8/18

Jeevan Sahay
21/8/18

FOR KAMINI DEVELOPERS PVT. LTD.
A. K. K. K. K.
Managing Director
21/8/18



(5)

DEVELOPER for the same. However all fees, cost, charges and expenses relating to such approvals / sanctions shall be borne by the DEVELOPER of its/his account.

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

5. That after signing of this Development Agreement the Land Owners and their family would shift in a rented accommodation as soon as possible comprising at least that much square feet which they had been using in their own house. AND thereafter the developer shall be given the possession of the building for the purpose of demolition and further construction as per approved plan and other terms and condition agreed between the parties.

6. That the developer shall pay Rs. 55,000/- (Rupees Fifty Five Thousand Only) in which Rs. 30,000/-Only per month including maintenance to First Land Owner (Jeevan Sahay) and Rs. 25,000/-Only per month including maintenance to Second Land Owner (Kavita Sahay) with provision for 10% increment at the end of every 11 Months as rent to the Land Owners for the accommodation. This amount of rent shall be paid by the developer to the Land Owners for One Year in advance every year till the handing over the proposed developed project.

7. That it has been agreed between the parties that the Second Party DEVELOPER shall complete the construction work within a period of Two Years plus with grace period of 6 months from the date of Bhumi Pujan.

8. That the proportionate share of the Land Owners and DEVELOPER in the built up area of the Project shall be in the ratio of 50:50. That is to say the share of the Land

Kavita Sahay
21/8/18

Jeevan Sahay
21/8/18

RUK KAMINI DEVELOPERS PVT. LTD.
21/8/18
Managing Director



(6)

Owners shall be 50% of the built-up area distributed in several floor of multi-storied building and the rest 50% area shall be Developer's share.

9. That, as consideration, 50% of the undivided share in the said property to be conveyed/transferred by the Owner and the DEVELOPER agrees to deliver and give possession to the Owner 50% of the total built-up area of the said building to be constructed by the DEVELOPER at its own account on the said property hereinafter called the Owner Area. The balance of 50% of the total built-up area shall belong to the DEVELOPER and shall hereafter be called the Developer's area to which it alone shall be entitled to, for having constructed the entire building at its own cost and expenses. The DEVELOPER shall not be liable to get any amount or expenses incurred by it on any account or in the construction of the aforesaid from the Owner in lieu of the aforesaid Owner area.

10. That the Owner may at their own sweet will agree to sell, convey, transfer and/or assign to the DEVELOPER and/or its nominee(s) including a co-operative Housing Society, Association of persons, Firm, Body corporate etc. free from attachments charges, and encumbrances 50% of the total built-up area in the said property as consideration for Developers developing the said property at their own cost and expenses.

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



Kavita Sahay
24/8/18

Pooja Sahay
24/8/18

FOR KAMINI DEVELOPERS PVT. LTD.
Managing Director
24/8/18

(7)

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

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

14. That the DEVELOPER agrees to construct, and give possession of the owner's area to the Owner within a period of Two Years from the date of Bhumi Pujan with grace period of 6 months i.e., the total period of the construction shall be Two Years 6 months. It is reasonably expected that the DEVELOPER will be able to complete the entire construction of the aforesaid building within the stipulated period.

15. That, if the developer fails in completing the construction and handing over the possession of owner's share to the Land Owners within the aforesaid two and half years including grace period then the developer shall pay Rs. 25,000.00 (Twenty Five Thousand) only per month as damages to the owner over and above the amount of rent being paid by the developer for the first three months and thereafter Rs. 50,000/- onwards till the project is completed and Land Owner's share handed over to them by the Developer

Kavita Sahay
2/8/18

Ranjana
2/8/18

FOR KAMINI DEVELOPERS PVT. LTD.
Atikha
2/8/18
Managing Director



(8)

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

17. That it is hereby expressly, irrevocably and irretrievably agreed and declared by the Owner that delivery of possession of 50% of the total built-up area of the aforesaid building to the Developer in manner provided herein shall form and always be deemed to form fair and reasonable. Consideration for Developer's developing and constructing etc. the multi-storied building on Land Owners property (Land).

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

19. That the Owner or his nominees will not interfere in the execution of the work nor put any hindrance in any of the activities of the DEVELOPER in development, construction and sale of the Developer's area of the aforesaid project subject to the owners right to intervene for safeguarding their interest.

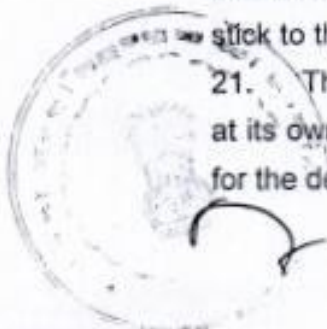
20. That the Owner hereby irrevocably undertake not to sell, dispose off, alienate, encumbrance, lease or otherwise, transfer the said property or any part thereof during the continuation of this agreement and undertake not to do any act, deed matter, or things as shall be in breach of the terms of this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

21. That the DEVELOPER shall develop the said property at its own account and name and shall alone be responsible for the development of the said property and neither the

Kavita Sahay
21/8/18

Ranjana
21/8/18

FOR KAMINI DEVELOPERS PVT. LTD.
Ranjana
21/8/18
Managing Director



(9)

Owner nor any other persons claiming through the Owner shall have any right or interest in the development of the said property except in relation to the Owner area, as specified above and the DEVELOPER shall not deviate from the approved plan of Dissolved Patna Municipal Corporation Patna/Competent Authority. _____

22. That after taking possession of the said property the DEVELOPER shall do all acts, deeds and things required for development and construction of the said building at the Developer's own account and expenses, as per sanctioned plan of the Dissolved Patna Municipal Corporation Patna/Competent Authority. No deviation from the approved plan is allowed and if made by the DEVELOPER, the DEVELOPER shall be solely responsible and liable for the same without any liability to the Land Owner. _____

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

24. That the DEVELOPER shall be entitled to enter into agreements for sale, or otherwise allot flats, parking spaces comprised in the Developer's area in the said building which is 50% of the total super built-up area and which does not from part of the owner's area. Whenever required by the DEVELOPER the Owner will join as confirming party in all such agreements, sale deeds, deed of allotment etc. The DEVELOPER may enter into and the Developer shall exclusively be entitled to realize all amounts receivable under such agreement, sale deeds, deeds of allotments etc. _____



Kavita Sahay
24/8/18

Pam Sahay
24/8/18

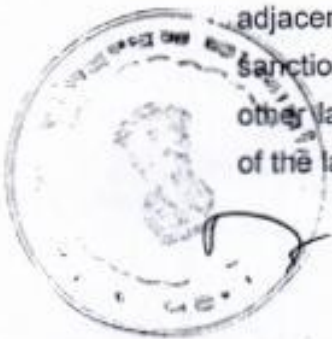
FOR KAMINI DEVELOPERS PVT. LTD.
24/8/18
Managing Director

(10)

25. That similarly the Owner shall be fully entitled to enter into agreement for sale or otherwise allot flats, parking spaces comprised of the owner's area in the said building which is 50% of the total built-up area and which does not form part of the Developer's area. Whenever required by the owner's the DEVELOPER will join as confirming party in all such agreements, sale deeds, deed of allotment etc. The Owner may enter into and the Owner shall exclusively be entitled to realize all amounts receivable under such agreement, sale deeds, deeds of allotments etc.

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

27. That DEVELOPER may acquire some additional land adjacent to the present land and can submit the joint land for sanction from the competent authority and may develop the other land with the land in question provided prior approval of the land owners obtained.



Karishma Sahay
248718

Pamphlet
248718

RUK KAMINI DEVELOPERS PVT. LTD.
Asst. Manager
248718
Managing Director

(11)

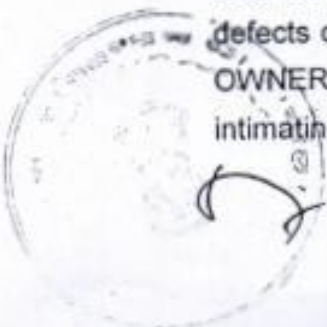
THAT THE DEVELOPER FURTHER UNDERTAKES:-

I. That it will not do any act of commission, omission, expressly or impliedly or directly or indirectly by which the Owner right, title and interest over the said property may in any manner be adversely affected.

II. To indemnify the Owner and always keep them indemnified and harmless in respect to all claims, damages, compensations or expenses payable in consequence of any injury or accident sustained by any workmen, artisan or other persons in the property whether in the employment of the DEVELOPER or not while in or upon the said property and during the period of construction of the said building thereon.

III. During the construction of the said building the DEVELOPER may be required to create equitable or any legal mortgage of the construction thereon in part (Developer's Area) for obtaining loan for expediting construction or for the individual purchaser of flats etc. In such an event the Owner if required shall join the DEVELOPER in creation of such mortgage on the terms to be mutually agreed without any liability whatsoever on land owners. However, the DEVELOPER affirms and undertake that all moneys obtained as loan by pledging, hypothecating or mortgaging the Developer's area of the said property or creating charge on the Developer's area of said property (building under construction) shall be exclusively invested for construction and development of the said building only and such money shall not be diverted to/ invested in any other project work or purpose of the DEVELOPER.

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



Kamini Sahay
21/8/18

Kamini Sahay
21/8/18

FOR KAMINI DEVELOPERS PVT. LTD.
21/8/18
Managing Director

(12)

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

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

31. That after delivery of the owner's area to the Owner all out goings in respect of the owner's area of the said property and the said building thereon shall be borne and paid by the Owner.

32 That the Developers are hereby authorized by the Owner as follows:-

[a] To have the plan of the proposed building to the constructed on the said Property prepared in accordance with the rules and regulations of the concerned authorities ensuring construction to the maximum FAR (Floor Area Ratio) and to submit the said plans to the concerned authorities for the sanction. The veracity of all documents regarding the title over the land of the Owner shall be verified by the Developers before submitting development plan to concerned authorities.

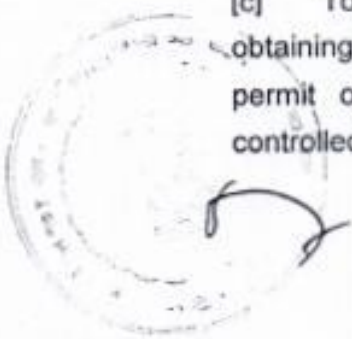
[b] To appoint surveyors, engineers, contractors, workers and other necessary person or persons.

[c] To make application to the concerned authorities for obtaining electrical, water and other connections and for permit or permits quotas for cement, steel and other controlled building materials.

Kavita Sahay
21/01/18

P. C. Singh
21/01/18

FOR KAMINI DEVELOPERS PVT. LTD.
21/01/18
Managing Director



(13)

[d] To accept of any Writ, summon or other legal process or notice and to appear and represent the Owner in any court of law or before the Magistrate, judicial Tribunal and other Tribunals in connection with the Development of the said property, and to commence on or institute and defend suits, action or other proceedings if any or before any public Office or Tribunal relating to the development of the said property or part thereof and to file all necessary Vakalatnama, Claims, Plaints, Order, application, Affidavits, Petitions and other document, papers and writing and all cost and fee relating to the said litigation's shall be paid by the Developer. However, if any dues/ outstanding relating to litigation's other than those arising out of development activists over the said property such as regarding the title of the Owner over the land etc. prior to this Development Agreement shall not be the responsibilities of the Developers and shall be reimbursed by the Owner to the Developers.

[e] To mortgage the developer's share free from all encumbrances only of the said property with financial institutions/any Nationalize Bank for enabling the purchasers of tenements to obtain loan against their tenements and the Owner agrees to sign all the documents and statutory papers for this purpose without any responsibility for the housing loan and all liabilities goes upon the developer only.

[f] The developers shall be entitled to sale directly the developer's share of 50 % of the residential area and car parking spaces of their share to their respective buyers and shall be entitled to execute sale deeds in their favor in respect of Developer's area.

[g] After the sanction of the drawing by the architect/dissolved (P.R.D.A) the Owner area and Developers area shall be clearly demarcated. The Land Owners have the right to sale, transfer or otherwise disposed

Kavita Sanyal
21/8/18

Pamphlet
21/8/18

FOR KAMINI DEVELOPERS PVT. LTD.
Atikhan 21/8/18
Managing Director



(14)

off their own share clearly marked and allotted to them in plans as passed by the architect/ dissolved (P.R.D.A) and other necessary authorities.

[h] The Developer will not do any act of omission or commission, directly or indirectly, expressly or impliedly by which the Owner's right title and interest over the said property may in any manner be adversely affected.

[i] That the Owner hereby irrevocably undertake not to sale, dispose of or alienate with the possession of the said property or any part there of save and except putting the Developers in possession thereof for the purpose of developing the said property as per this development Agreement.

33 That if the buyer want to obtain loans/short term loans/project finance from any financial institution for the purchase of flats then in order to help the Buyers, the developer may stand as their Guarantors and may mortgage the said premises (Developer area) concerned after construction of the building in consultation with owner up to the extent of 50% of the constructed area of the building as security for the said loans. But this mortgage shall be called till the final sale deed is executed with regard to the flat/flats in favour of the buyer. Only buyers and the developer shall be liable for the repayment of such loans. In no case the owner or his property shall be liable for the repayment of such loans procured by the buyers. The owner agree to sign all necessary and statutory papers for the above purpose and extend all support to the developer in that event without any liability on the land owner.

34) The Developer shall pay Land Owners Security Amount a sum of **Rs. 14,51,000.00 (Rupees Fourteen Lacs Fifty One Thousand Only)** through Cheque details of which is hereunder:-



Kamini Shoy
21/8/18

P. S. Shoy
21/8/18

FOR KAMINI DEVELOPERS PVT. LTD.
21/8/18
Managing Director

(15)

(i) A sum of Rs. 75,500/- Only through Cheque No. 009146 dated 26.01.2018 of Allahabad Bank, Boring Road, Patna paid to Jeevan Sahay.

(ii) A sum of Rs. 75,500/- Only through Cheque No. 009147 dated 26.01.2018 of Allahabad Bank, Boring Road, Patna paid to Kavita Sahay.

(iii) A sum of Rs. 8,00,000/- Only through Cheque No. 038983 dated 17.07.2018 of Axis Bank, Anisabad Patna paid to Jeevan Sahay.

(iv) A sum of Rs. 5,00,000/- Only through Cheque No. 038971 dated 17.07.2018 of Axis Bank, Anisabad Patna paid to Kavita Sahay.

35 That all disputes and cases pertaining to this deed and firm shall fall within the jurisdiction of the Court located in Patna only.

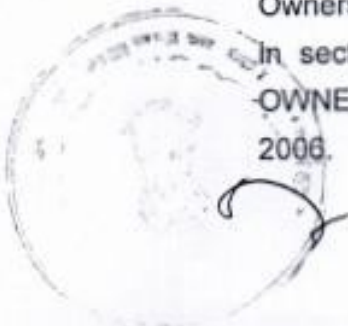
36. That after delivery of possession of the owner's area to the Owner by the DEVELOPER the Owner shall execute and register conveyance of 50% undivided share in the said property in favour of the DEVELOPER to its nominees/assignees including a co-operative Housing Society or association of person or Body corporate etc. In default of the Owner executing such transfer/ conveyance or such other deeds as may be deemed necessary for conveyance, the DEVELOPER shall be entitled to take all legal steps as may be necessary for conveyance after the notice period of 30 days.

37. That after the construction and completion of the project, the Land Owner and the Developer, shall be the absolute Owner of their share and they will be entitled to sell/Transfer their share and as per the Bihar Apartment Ownership Act. 2006 and Bihar Apartment Ownership Rules in section 5(1) clearly declared their shares as absolute OWNER and in the light of Bihar Apartment Ownership Act. 2006.

Kavita Sahay
28/18

Jeevan Sahay
28/18

FOR KAMINI DEVELOPERS PVT. LTD.
Atishah
28/18
Managing Director



(16)

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

Jeevan Sahay 21/8/18
(Jeevan Sahay)

Kavita Sahay 21/8/18
(Kavita Sahay)

SIGNATURE OF THE LAND OWNERS

FOR KAMINI DEVELOPERS PVT. LTD.

Ali Khan 21/8/18
Managing Director

(Jawed Ali Khan)

Managing Director

M/S Kamini Developers Pvt. Ltd.

SIGNATURE OF THE DEVELOPER

WITNESSES

Azad 21/8/18
1) Azad Alam
S/o Navi Alam
Khaipura
Patna-14

Bhaskar Sahay
2) BHASKAR SAHAY,
S/o, Late Gyaneshwar Sahay

Karishma 21/8/18
KARISHMA

D/O, LATE GYANESHWAR SAHAY

As per statement of the Land Owners and the DEVELOPER I have drafted the Deed of Development Agreement documents in 22 pages.

Anwar Alam
Advocate
02/8/2018
(ANWAR ALAM)
Advocate,
D.B.A., Patna



SCHEDULE-A

218718
 218718
 218718

NORTH : Sri Kedar Nath Mehta/Sri Shyam
Kishore Prasad
SOUTH : Sri Gajendra Narayan
EAST : 20 Ft. Road
WEST : Survey Plot No. 10

FULL DETAILS OF VALUATION

- FUN NIMINI DEVELOPERS PVT. LTD.
Arub a
 Managing Director



(18)

It is worth to say that the existing old structure will be demolished by the developer after development agreement and all material will be kept by the parties only vacant land is under development agreement and as per Bihar Apartment ownership Act 2006 and Bihar Apartment Ownership rule 2006 under Section 5 clause 1, became enforce.

SCHEDULE - C

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

1. FOUNDATION

R.C.C. Pile Foundation as per design of Structural Consultant. Outer wall 10" and internal wall 5" of as per design of Architect.

2. STRUCTURE

Earthquake resistant R.C.C. Frame Structure

3. ROOF

R.C.C. with Water Proof Treatment (Specify).

4. All building materials will be A-1 quality like Bricks, Cement (Birla Gold or Lafarge) Stone Chips (Koderma Black Stone) Sone Sand, Steel

5. CHOUKHAT

- Entrance Door Frame (Choukhat) of Malaysia with bit Sakhua Wood. Size 5"x3" height 102" with ventilater with open
- Other Door Frame (Choukhat) of Malaysia Sakhua Wood. Size 4"x3"
- All external and internal door opening frame should have double sided grooving to facilitate fixing door panel.

Karita Sahay
24/11/18

Peng
24/11/18

RUK KAMINI DEVELOPERS PVT. LTD.
24/11/18
Managing Director



6. DOORS

- (a) Entrance door wooden polished 32MM Panel Door (Alpro) water proof Screen Door provision of Godrej Lock with L Drop, Stopper, Magic Eye and back beautiful handle in brass.
- (b) Other Doors 32MM Alpro (8 yrs. Guarantee) Flush Door water proof.
- (c) All bathroom door panels should be Fiber Sheet.

7. WINDOWS

- (a) Alluminium Sliding Window for better lighting with Tinted Glass.
- (b) The window frame shall be designed to have provision of Airconditioner fitment in future.

8. FLOORING

- Vetrified/Marbonite Flooring in all areas of the flat

9. KITCHEN

- ☐ Working Platform of Granite for Kitchen (Black).
- ☐ One Aqua Guard/ Water Purifier point in the Kitchen shall be provided.
- ☐ Dado 24" high glazed tiles finish dado above working platform. 5' wall with glazed tiles back side.
- ☐ Stainless Steel Sink- (24"x18") for kitchen.
- ☐ Flooring Vetryfit/Marbonite
- ☐ Exhaust fan fixing provision

10. TOILETS

Out of 2 or more toilets as per design of the flat, toilet will have Western style with cistern Parryware.

All water line connection will be done by PVC Pipe and all outer line pipes will be done by Supreme (CPVC) pipe only.

- ☐ Flooring : Spartak Tiles Flooring (Antiskid).
- ☐ Glazed Tile up to 7' (Coloured Printed)

Kavita Sahay
21/8/18

V. S. Sahay
21/8/18

UK KAMINI DEVELOPERS PVT. LTD.
Managing Director
21/8/18



(20)

- ☐ Sanitary ware : White Sanitary Ware (Parryware or Hindware).
- ☐ Fittings : Bath Fittings Steel Hot & Cold Water in each bathroom (with Gezeer point) company (Mark or Essco)
- ☐ Two Basins with mixture in each flat (Parryware or Hindware) size 18"×22" pan size 23"×17"
- ☐ Exhaust fan fixing provision

Note : WASTE TANK

Adequate size of latrine tank to be provided in front of each block.

11. ELECTRICAL

- (a) All internal wiring in copper conductor using concealed conduits. Wires to be Finolex or Anchor standard of quality.
- (b) One T.V. Points & One Telephone Point (only for drawing room) provides in each flat and also in Master Bed Room.
- (c) All Electrical switches and accessories of standard Anchor I.S.I. marked white colour, Fan Hook and Fan Regulator will be provided. Provision of 32 Amp. Power plug in all rooms in dining, drawing and all bed rooms.
- (d) Power Back up facility Silent Generator of adequate capacity for all flats of the apartment, besides for running the Pump. Common area lighting etc. Kirlosker Green (Silent Generator)

12. INTERNAL WALL FINISH

All internal walls shall be finished wall putti, OBD of Off White Colour.

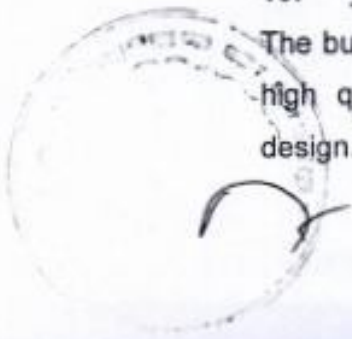
13. DECORATIVE

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

Kavita Sahay
21/8/18

Pranali Chavhan
21/8/18

FOR KAMINI DEVELOPERS PVT. LTD.
Managing Director
21/8/18



14. EXTERNAL WALL FINISH INCLUDING BOUNDARY WALL

All external walls shall be finished only painted with 2 coats of weather coat paint (**Asian or Dulux**) colour paint with staircase and common area.

All the boundary walls shall be of R.C.C. caping beam size-10" with bricks 6" height plinth area 10" wall with guard bar.

15. EXCLUSIVE FACILITY

- (a) One Lift.
- (b) Submersible pump 24 hrs. Water supply each flat.
- (c) CCTV Security Camera Facility connection with reception.
- (e) Intercom Facility connection in each flat with reception.
- (f) Stairs & Terrace specifications, Fire fighting specifications
- (g) For Open Terrace, 50% area will be used by Land Owners and other 50% will be used by Developers.

NOTE: All stair case area, CCTV Security Room/ Guard Room/Parking area should will lighted with LED/CFL.

16. EXTRA CHARGES & DEPOSITS FOR PERIPHERAL SERVICES TO BORNE BY BUYERS AND LAND OWNERS

The Society Security Deposit Rs. 1,00,000.00 (One Lac) only per flat shall be payable at the time of completion of super structure of the flat by the rule of association.

NOTES: All specification, sizes and layout etc. are subject to such variations, addition, alternations and modification as decided by the Developer/Land Owners/Architects/ Society or by Competent Authority.

Kavita Sahay
28/11/18

Pamela
28/11/18

28/11/18

FOR KAMINI DEVELOPERS PVT. LTD.

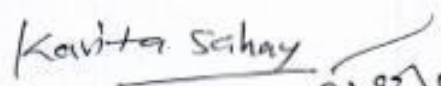
Managing Director

(22)

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

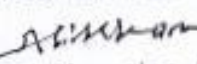

(Jeevan Sahay) 21/8/18




(Kavita Sahay)
SIGNATURE OF THE LAND OWNERS



FOR KAMINI DEVELOPERS PVT. LTD.


Managing Director 21/8/18
(Jawed Ali Khan)

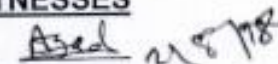
Managing Director

M/S Kamini Developers Pvt. Ltd.

SIGNATURE OF THE DEVELOPER



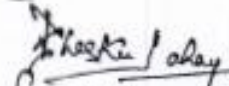
WITNESSES

1)  21/8/18

Azad Alam
S/o Navi Alam

Khajipura

Patna-14

2)  21/8/18

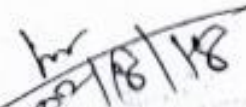
S/o Late Gyaneshwar Sahay

Karishma 21/8/18

3) KARISHMA

D/O LATE GYANESHWAR SAHAY




21/8/18

- 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.

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

Registering Officer
Patna

Peng Jiahao
218/118
Signature/L.T.I. of Presentant

Date:02/08/2018

Registering Officer
Patna

Execution is admitted by those Executants and Identified by the person (Identified by 'Azad Alam' age '33' Sex 'M', 'S/O-Nabi Alam', resident of 'Opp. Piller No.-28, Khajpura, Near Imambara, Bailey Road, B.V.College, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 02/08/2018

Registering Officer
Patna

Registered at Registration Office, Patna in Book No. 1 Volume No. 232 on page no. 158 to 183 for the year 2018 and stored in CD Volume No. 36, year 2018. The document no. is printed on the front Page of the document.

Date : 04/08/2018

Token No. : 9952 Year : 2018 S.No : 9787 SCORE Ver. 4.1 Deed No. : d No. :

Registering Officer
Patna





Help

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GRN

BHR201808003857M

VIEW

DSRO CODE

2800

Party Name

MS KAMINI DEVELOPERS PVT LTD

Stamp Duty-

424320

(R0030021030001)

Registration & Other

Fees-

21000

(R0030031040001)

LLR & Proc Fee-

0

(R0029008000006)

Challan Total

445320

Amount

Status

Success

Payment Date

2018-08-02 11:54:51.0

CIN

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9952/18