

बिहार BIHAR

Serial No. 6461 Deed No. 5834

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

This document was presented for registration on 22/06/2017 by Ajay Kumar
A Stamp Duty of Rs. 205000/- and other Fees of Rs. 22000/- has been paid.
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. 5834 in Book No. 1, Volume No. 131 on pages from 49 to 72 and has been preserved in total 24 pages in C.D. No. 20 / Year 2017

Date: 22/06/2017 Token No. 6743 /2017

Signature with Date
(Prashant Kumar)
Registering Officer, Patna

(Development Agreement)

THIS DEVELOPMENT AGREEMENT made at Patna on this 22 day of June, 2017 (this "**Development Agreement**", which **term shall** include all Annexures and Schedules to this **Development** Agreement).

BETWEEN

Sri. Ajay Kumar, son of Late Hari Kishore Thakur,

6/22/2017

District Registry Office,Patna

Token Number 6743 | Reg. Year 2017 | Serial Number 6461 | Deed Number 5834

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Kushagra Gautam (dir)						
Presented By	Ajay Kumar						
Executant	Ajay Kumar	☒ Photo	☒ Thumb	☒ Index	☒ Middle	☒ Ring	☒ Little
Executant	Nilima Thakur						
Identified By	Deena Nath Sharma						

Sig. 22.06.2017

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Ajay Kumar

resident of House No. 02 IAS Colony, Kidwaipuri, P.S. Buddha Colony, Town & District Patna, hereinafter referred to as **"OWNER No.1"** (which expression shall unless repugnant to the context or meaning thereto, mean and include his heirs, administrators, executors assigns, legal representatives and/or successors-in-interest);

Smt. Nilima Thakur, wife of Sri Ajay Kumar,resident of House No. 02 IAS Colony, Kidwaipuri, P.S. Buddha Colony, Town & District Patna, hereinafter referred to as **"OWNER NO.2"** (which expression shall unless repugnant to the context or meaning thereto, mean and include her heirs, administrators, executors assigns, legal representatives and/or successors-in-interest) of **THE FIRST PART;**

AND

M/s AIKYA ENGICONS LLP, a Limited Liability Partnership firm, incorporated under the provisions of Limited Liability Partnership Act, 2008, Registered Office at 1st Floor, Deep Govind Complex, West Boring Canal Road, P.S. S.K.Puri, Town & District Patna, represented through its authorized signatory **MR. KUSHAGRA GAUTAM**, Son of Sri Vijay Kumar, residing at 304, Durga Acropolis Apartment, Khaitan Lane, Boring Canal Road, P.S. Srikrishnapuri, Patna, authorised by the resolution dated 20/06/2017, hereinafter referred to as the **"DEVELOPER"** (which expression shall unless repugnant to the context or meaning thereto mean and include its administrator, executors, assigns, legal representative, and/or successors-in-interest of the **SECOND PART.**

Owner No.1 and Owner No. 2 shall hereinafter be jointly referred to as the **"Owners"**.

The Owners and the Developer shall hereafter be collectively referred to as the **"Parties"** and individually as a **"Party"**.

WHEREAS

(A) The Owners are seized and possessed of and are sufficiently entitled to the free hold, vacant land bearing part of survey plot No. 798, khata No. 30, under Thana No. 11, Thana Code No. 026 situated in Mauza – Khajpura, Mohalla Maurya Path, P. S. Shastri Nagar, District Patna,

measuring about 7.0 kathas, equivalent to 880 sq. meters, more, little more or less, particularly described in the Schedule-I of this Development agreement (hereinafter, referred to as the said "**PROPERTY**").

(i) That the said PROPERTY is under the exclusive possession of the Owners and the Owners have the absolute right, title and interest, free from all encumbrances, to transfer and convey the whole or part of the said PROPERTY, having marketable title thereto.

(ii) That the Owners have not created any encumbrances on the said PROPERTY or any part thereof by way of sale, mortgage, exchange, lease, trust, easement, rights, gifts, liens, leave and license, permission, rent, possession, charges, inheritance or any other encumbrances whatsoever.

(iii) That to the Owners' knowledge no notice or notification for acquisition /requisition under any statute of the past or presently in force, has been received, served or passed by the Patna Municipal Corporation (the "**P.M.C**"), Income Tax Department or any other government authorities for acquisition or requisition of the said PROPERTY or any part thereof.

(iv) That to the Owners' knowledge there are no attachments, either before or after judgment and there are no claims, demands, suits, decrees, injunctions, orders, lispendens, notice, petitions or adjudication order affecting the said PROPERTY or any part thereof.

(v) That apart from the Owners, none else is entitled to or has any share, right, title, interest over and in respect of the said PROPERTY or any part thereof as a partner or co-partner in any joint family or in any other manner howsoever.

(vi) That the Owners have not in the past entered into any agreement for sale or development of the said PROPERTY or any part thereof nor have the Owners made any arrangement with any one whatsoever regarding the said PROPERTY or any part thereof except under this Development Agreement.

(B) The Owners have expressed their desire to get a multi-

storied residential complex developed and constructed on the said PROPERTY, as permissible under applicable law, through a development agreement and to acquire built up area therein in the form of residential flats, parking spaces etc. as built, as against consideration for the value of the said PROPERTY when conveyed by the OWNERS to the DEVELOPER as set forth in this Development Agreement.

(C) The Developer has offered to develop and construct the proposed multi-storied residential building complex at its own cost on the said PROPERTY of the OWNERS (hereinafter referred to as the said **"COMPLEX"**). The Owners will not bear any cost at any stage of the construction and completion of the said Complex including for any permits, approvals or licenses from any government or regulatory authority or any third party, including without limitation the P.M.C, any municipal or local authority or any tax authority.

(D) The Owners are entitled to acquire a part of the built up area of the said COMPLEX in the form of 3 BHK flats as consideration for share of the said Property to be conveyed by the OWNERS to the Developer as set forth in this Development Agreement.

(E) AND WHEREAS as a result of the negotiations between the Parties hereto and on the mutual representations of the Parties herein recorded, an agreement for development of the said Property by the DEVELOPER has been arrived at between the Parties upon terms and conditions hereinafter appearing.

NOW THESE PRESENTS WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :—

(1) The Owners hereby appoint the DEVELOPER as the developer of the said PROPERTY and grant permission to the said DEVELOPER, who hereby accepts from the OWNERS, the exclusive right and license to develop the said PROPERTY, described in the Schedule hereunder, in

the manner and on the terms, conditions and stipulations hereinafter mentioned.

(2) It is made expressly clear that the DEVELOPER shall construct a multi-storied residential complex on the said PROPERTY of the OWNERS only on the basis of plans approved by the Owners and sanctioned by the P.M.C. and any other government or regulatory authority in terms of the prevailing Planning Standard & Building Bye-Laws and all other applicable laws (the "**Project**").

2.1 The built-up area of the Complex does not include salable parking spaces, whether open or covered, which will be shared by the OWNERS and the DEVELOPER in the same proportion as that of built-up area.

2.2 The Developer shall construct the said Complex as per standard specifications as per detailed given in **Annexure-I** to this Development Agreement.

(3) The Landowners have obtained the approval and sanction for the plans for the said complex from P.M.C vide plan no P/khajpura/PRN/G+4/31/2015.

The Developer agrees, represents, warrants and covenants that it shall obtain, at its own cost and expense, approval and sanction for the construction and development of the said Complex from- any other governmental and regulatory authority or third party, including without limitation, any local or municipal authority or any tax authority if required.

(4) That undivided right title, interest and share of the OWNERS and the DEVELOPER in the said PROPERTY including the common facilities and the COMPLEX thereon, after completion of construction to the satisfaction of the OWNERS shall be as follows:

OWNERS' AREA	-	50% (Fifty Percent i.e. 9 units)
DEVELOPER'S AREA	-	50% (Fifty Percent i.e.9 units)

(5) The DEVELOPER, as mentioned above agrees to deliver and handover possession to the OWNERS, 50% (Fifty Percent) of the total built- up area of the said COMPLEX,

to be constructed by the DEVELOPER at its own cost on the said PROPERTY together with the proportionate undivided share in the land below and with proportionate undivided share in the common areas and facilities in the said Complex, in accordance with the terms and conditions contained herein (the "**OWNERS AREA**"). The said Complex to be constructed by the Developer will be named as **"SAI BHAWNA APARTMENT"**.

(6) In consideration of the development and construction to be carried by the Developer, the Developer shall be entitled to 50% of the saleable space in the said Complex, to be constructed on the Said Property together with the proportionate undivided share in the land below and with the proportionate undivided share in the common areas and facilities in the said Complex (**"Developer's Area"**) after providing to the OWNERS, the OWNERS' AREA as provided in Clause 5 and Clause 7 The OWNERS agree to convey, transfer, sell and/ or assign to the DEVELOPER and/or its nominee (s) including a Co-operative Housing Society, Association of Persons, Firm, Body Corporate etc. 50% (Fifty Percent) undivided right, title, interest and share in the said PROPERTY, on terms and conditions herein contained.

(7) After the possession of the OWNERS' AREA is handed over to the OWNERS and OWNERS are completely satisfied with the workmanship and the quality of fittings and fixtures including the electrical and sanitary fittings etc., as per the annexed specifications, the OWNERS agree to convey, transfer, sell and/ or assign to the DEVELOPER and/or its nominee (s), the Developer Area.

(8) As per the sanctioned plan of the COMPLEX by the P.M.C. and any governmental or regulatory authority but before commencement of construction of the said COMPLEX, the Owners' Area and the Developer's Area will be clearly demarcated and annexed to this Development Agreement as **Annexure- II**. Such demarcation shall be shown in distinct colors in the building plans and will be countersigned by the Parties to this Development Agreement as approval of the contents. Further, a detailed

standard specification of the type and quality of the construction to be undertaken by the Developer on the said Property has been incorporated as **Annexure –II** hereto.

(8.1) As per sanctioned plan, the total built-up area in respect of the Project is approximately 2182 sq. mtr. (residential flats besides car parking space) out of which the Owners' Area (i.e. 50% in the total built-up area) is 1091 sq. mtr. and the Developer's Area (i.e. 50% in total built-up) area is 1091 sq. mtr. and the Parties have mutually agreed to divided their respective share in the same ratio.

(8.2) The OWNERS and/or their nominees/heirs/assigns/ successor-in interest shall solely and exclusively be entitled to and shall have absolute right, title and interest over the OWNERS' AREA. They shall be fully entitled to use and enjoy the same either themselves, individually or collectively or shall be fully entitled to transfer, convey, grant, otherwise alienate their interest, in any manner as deemed fit by them to any third party and realize the consideration amount and utilize the same as they like on such terms and conditions as may be decided by the OWNERS independently and the Developer shall have no say or objection in the same.

(8.3) The DEVELOPER shall exclusively be entitled to the DEVELOPER'S AREA. The Developer shall be fully entitled to transfer, convey, grant, otherwise alienate its interest, in any manner as deemed fit by them to any third party on such terms and conditions as may be decided by the DEVELOPER and realize the consideration amount from its intending purchaser/s and will utilize the same for the development, construction of the said Complex and will not utilize any collected fund for development of their other project. However, until the said Complex is fully constructed and finished and the Owners are handed over physical possession of the Owners' Area, to the satisfaction of the Owners, the Developer shall not be entitled to transfer of any part of the Developer's Area including by way of sale, mortgage, lease, gift or exchange or handover possession to any third party.

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Authorised Signatory
23/6/2012

23/6/2012

27/6/2012

(9) The Developer hereby agrees to complete the Project in accordance with the terms and conditions set out in this Development Agreement and hand over peaceful, vacant possession of the Owners' Area to the Owners, in the final form within a period of 30 (thirty) months from the date of execution and registration of this Development Agreement. But in case of any unavoidable circumstances of delay such as natural calamity/ disasters, unavailability of labor, etc. a grace period of six months may be provided to the Developer by the Owners. It is hereby expressly clarified that in no event shall the financial distress of the Developer or the inability of the Developer to obtain any debt or equity financing for the completion of the Project be deemed an "unavoidable circumstances" for the purpose of this Clause.

(10) In case the said COMPLEX is not fully developed and fully constructed as per specification and in the manner detailed in this Development Agreement and as per the sanctioned plan, to the Owners' satisfaction and if the Developer fails to handover possession of the Owners' Area to the Owners within the period set out in Clause 9 above, the Developer shall be liable to pay Rs. 8/- (Eight) per sq. ft. per month of the Owners' Share, to the Owners up to 01 (one) year from the date on which the construction was due to be completed and the Owners' Area was to be handed over to the Owners. Even after such extension (i.e. 30 months from the date of signing this Development Agreement+ [6] months grace period+ 1 year of extension with penalty) if the Developer fails to complete the construction and development of the said Complex to the satisfaction of the Owners, this Development Agreement shall stand terminated forthwith. In such event, the construction raised by the DEVELOPER on the said PROPERTY until such termination, shall stand vested in the OWNERS and no kind of objection to it shall be tenable in court or outside court. The DEVELOPER or any other third party/ parties with which the Developer may have entered into contracts for the purpose of carrying out the construction and development of the Complex, shall also stand terminated and such third parties shall

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not be entitled to claim any amount whatsoever from the OWNERS in the event of such termination. The same shall without prejudice to the right of the Owners to claim damages or compensation for the loss suffered by the Owners on account of failure by the Developer to complete the development and construction of the said Complex within the agreed time frame and the Developer shall indemnify and pay the Owners all such claims suffered by the Owners during the period specified in the claims.

(11) It is hereby clarified that if the Developer or any individual third party purchaser (including any nominee of the Developer) has availed of any loan against any portion of the said Property or the proposed Complex from any bank or financial institution, in the event of termination of this Development Agreement, the Owners will not be liable in any manner towards any payments or repayments to such banks or financial institution and the banks and/or Financial Institutions will have no authority to challenge the title of the Owners towards the Said Property. It is understood and presumed that all third parties (including any nominee of the Developer) have gone through the contents of this Development Agreement before entering any agreement with the Developer and agree to be bound by the terms of this Development Agreement.

(12) It is hereby clarified that that any loan taken or encumbrance created by the Developer on the Developer Area during the course of construction of the said Complex and until the handover of possession of the Owners' Area, shall in no way affect the interest of the Owners in the said Property. Any loan taken or encumbrance created by the Developer on the Developer's Area upon completion and hand over of the Owners' Area, shall in no way affect the interest and title of the Owners in the Owners' Area. Notwithstanding anything to the contrary contained in this Agreement, the Developer shall not be entitled to create any encumbrance of any nature whatsoever on the Owners' Area during and upon completion of the Project.

(13) It is hereby expressly agreed and declared by the OWNERS that :-

(13.1) This Development Agreement shall not ever be deemed to constitute a partnership of any sort between the Parties hereto.

(13.2) The Owners hereby grant the exclusive right and license to the DEVELOPER to take up and proceed with the development, planning and construction of the said COMPLEX in terms of, and until the validity of this Development Agreement and will hand over vacant physical possession of the said Property, more fully described in the Schedule hereunder, simultaneously with the execution of this Development Agreement. This right and license granted to the DEVELOPER by the OWNERS under this Development Agreement shall be a license as contemplated under Section 60-B of the Indian Easements Act, 1982, as amended.

(13.3) It is hereby agreed that any agreement or arrangement made or entered into at any time by the Owners in breach of or in violation of terms and conditions of this Development Agreement, shall be null and void.

(13.4) The OWNERS hereby irrevocably undertake not to sell, dispose off, alienate, charge, encumber, lease or otherwise transfer the said PROPERTY or any part thereof during term this Development Agreement, except in favour of any relative(s) of the Owners. For the purpose of this Clause, the term "relatives" shall have the meaning ascribed to the term under the Companies Act, 2013, as amended. The Owners shall at no point of time during the tenure of this Development Agreement try to dispossess the Developer from the said Property except in accordance with the terms of this Development Agreement.

(13.5) The Developer shall develop the said Property and undertake the construction of the said Complex at its sole cost and shall be solely responsible for the development of the said Property and obtaining approvals, licenses and sanctions from the P.M.C and any regulatory or other governmental authority or third person, including without limitation, any local or municipal authority or any

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tax authority, at its own cost and expense, in accordance with the terms of this Development Agreement and the plans approved by the Owners and thereafter sanctioned by the P.M.C. or any other government or regulatory authority. It is expressly understood by and between the Parties that the Owners shall not be liable to pay or incur any part or portion of the development or approval cost. The Developer shall be entitled to engage architects, contractors and other agencies as it deems fit for execution and completion of the Project. However, it is hereby clarified that the Developer alone shall be responsible for payments towards the cost of development, labour, raw materials, liabilities and claims arising out of any accidents, if any and the Owners shall in no way be liable to make any payments or compensate the labourers or contractors for any injuries or loss sustained by such labourers or contractors engaged by the Developer.

(13.6) Developer alone shall be responsible for any liability and claim arising out of any accident arising out of use of substandard materials including electrical wiring ,circuit breakers , lifts etc.

(13.7) Developer alone shall be responsible for installation of fire -safety measures such -ire-hydrant, adequate number of fire extinguishers and all other stipulations envisaged while according approval by Fire Safety authorities to the plan .Developer alone shall be responsible for any liabilities or claim arising out of any lapse on this score.

(13.8) The Developer shall be entitled to enter into agreements for sale or otherwise allot the flats/units, forming a part of the DEVELOPER'S AREA in the said Complex. The Developer shall exclusively be entitled to realize all amounts receivable under such agreements, sale deeds, deed of allotment etc. in respect of the units forming a part of the Developer's Area.

(13.9) It is clarified that the right of the Developer to, dispose, or transfer, of any units forming a part of the DEVELOPER'S AREA, shall come into effect only upon completion of construction of the said Complex and handover of the units

forming a part of the OWNERS' AREA to the satisfaction of the Owners.

(13.10) It is agreed that in the event any portion of the said Complex, forming a part of the Owners' Area is demolished, the Developer shall compensate the owner from, its share of 50% and will also complete, finish and repair the demolished portion as its own cost and expenses.

(13.11) After delivery of possession of the Owners' Area to the Owners by the Developer in terms of this Development Agreement, the Owners shall be fully entitled to enter into the Owners' Area in the said Complex. Whenever required by the Owners, the Developer will join as a confirming party in all such agreements, sale deed, deeds of allotment etc. that the Owners may enter into and the Owners shall exclusively be entitled to realize all amounts receivable under such agreements, sale deeds, deeds of allotment etc. in respect of the Owners Area.

(13.12) It is hereby clarified that all the originals of the title deeds and documents in respect of the said Property and all licenses, approvals, documents etc. shall be in the possession of the Owners at all times. A true copy of the documents as may be required by the Developer shall be provided to the Developer by the Owners.

(14) The DEVELOPER further represents, warrants, agrees and undertakes :-

(14.1) That it is duly organized and validly existing under the laws of India and has taken all necessary corporate and other actions under applicable law and its constitutional documents to authorize the execution, delivery and performance of this Development Agreement.

(14.2) That the execution of this Development Agreement will constitute a valid and binding obligation and be enforceable against it in accordance with its terms.

(14.3) That it shall complete the development and construction of the said Complex within the timeframe agreed between the Parties and specified in Clause 10.

(14.4) That it shall strictly comply with applicable law, including the building rules and bye-laws of the P.M.C, orders, directives, instructions, that may be issued from time to time by P.M.C and other concerned authorities, while executing the Project.

(14.5) That it shall not make any additions or alternations in the approved plans and specifications in the execution of the Project or deviate in any manner therefrom without the prior consent of the Owners in writing.

(14.6) It shall, during the execution of the Project, keep valid and effective all approvals, consents and permissions required for carrying out the development of the Complex, at its own cost.

(14.7) That it will not do any act, expressly or impliedly, directly or indirectly by which the right, title and interest of the OWNERS over the said PROPERTY and Complex may in any manner be adversely affected.

(14.8) That it has the requisite skill and expertise to perform its obligations under this Development Agreement. It will provide services in the manner contemplated by this Development Agreement and with the highest standards of professional skill, care and diligence.

(14.9) That it shall carry out the construction and development of the Complex itself (together with sub-contractors that may be appointed by it) and shall not assign or transfer its rights and obligations.

(14.10) That any direct or indirect change in control of the Developer shall require prior written consent of the Owners.

(14.11) To indemnify the Owners and always keep them indemnified and harmless in respect of all direct or indirect claims, damages, liabilities, compensations or expenses payable on account of (i) any breach of the Developer's representations, warranties, covenants, undertakings, agreements, statements, terms or conditions in this Development Agreement (including any Schedules and Annexures hereto) and (ii) any harm, injury and/or accident sustained by any workman, artisan during the

course of development and construction of the said Complex and or in the course of the examination of the title of the Owners to the property. The Owners agree to reasonably co-operate with the DEVELOPER in such examination of the requisition under (ii) above that may be made by the Developer and/or its representatives in this regard.

(14.12) However, if the Developer deviates from the sanctioned plan in any manner and on account of the aforesaid, any fine, penalty or any other sum imposed by any of the concerned government authorities for regularizing the same, such fine, penalty shall be exclusively payable by the Developer in respect of the entire area irrespective of whether such deviation is in respect of the construction forming a part of the Owners' Area or Developer Area.

(14.13) In case there be any defect in the title of the OWNERS or there be any liability or any encumbrance on the said PROPERTY, then in such event, the Developer shall be entitled to have such defects cured and/or liability cleared for and on behalf of the Owners, at the cost and expenses of the Owners.

(14.14) All municipal taxes and other statutory charges in respect of the said Property, till the date of this Development Agreement shall be borne and paid by the Owners. From the date of execution of this Development Agreement and until delivery of possession of the Owners' Area, the same shall be borne and be paid by the Developer to the authority concerned.

(14.15) After and during the delivery of the Owners' Area of the said Complex to the Owners, all taxes including service tax in respect of the said Property, including the said Complex thereon shall be borne and paid by the Owners and the Developer and/or their respective nominee(s) in the proportion of their respective share in the total built-up area in the Complex.

(15) The word proportionately with all its cognates variations, whenever used in these presents shall mean the proportion in which the Parties hereto and/or their

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Nilimo Thakur
23/6/2017

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nominee(s) acquiring portions of the said Complex are entitled to in the covered areas in the Complex.

(16) The Owners shall be entitled to terminate this Development Agreement in the event of breach by the Developer of any of the representations, warranties, covenants, undertakings, agreements, terms and conditions of the Development Agreement and further in the event of failure of the DEVELOPER to remedy the breach to the Owners' satisfaction within 15 days of the issuance of a written notice in this regard, this Development Agreement will stand terminated. The Owners shall be entitled to re-enter the PROPERTY and the structure (s) standing thereon will stand vested in the Owners. This Developer shall not be entitled to claim any amount from the OWNERS in this regard. This shall be without prejudice to any other rights of the Owners under equity, applicable law or this Development Agreement.

(17) The nominee(s) of the DEVELOPER shall own and hold portions of the COMPLEX comprised in the DEVELOPER'S AREA according to [the standard agreement] finalized by the DEVELOPER in consultation with the Owners. The Owners and their nominee(s) shall also hold and own portions of the Owners' Area in the said Complex on the same terms and conditions as be contained in the aforesaid [standard agreement] and to execute similar agreements.

(18) No owner of any part of the said Complex will have any exclusive right, title and interest over the common areas and common facilities expect the right of common use along with other occupants of the Complex.

(19) The Owners will be exclusively entitled to all permissible future and/or horizontal development/ exploitation of the said Property and the said Complex thereon, in accordance with applicable law. The constructions, sharing, owing and selling of all such additional built-up area will be done [in the same proportions and on the same terms] as contained in this Development Agreement.

(20) The Developer shall be responsible for any structural defects, water leakages, plumbing defects and any other such

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Nitin Makin
22/6/2017

22/6/2017

material defects in the Complex, noticed up to a period of 12 (twelve) months from the date of completion and handover of the OWNERS' AREA.

(21) The Parties agree that nothing herein contained shall be construed as delivery of possession in part performance of any agreement of sale under Section 53-A of the Transfer of Property Act, 1882, as amended.

(22) The Parties agree that in case of any dispute or difference between the Parties arising out of or in relation to this Development Agreement, the same shall be referred to and settled by panel of 3 arbitrators, one arbitrator to be appointed by each Party and the third arbitrator to be appointed by the two arbitrators so appointed. The seat of arbitration shall be Delhi Such arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

(23) Subject to Clause 22, the courts at Patna, Bihar shall have jurisdiction in relation to matters in connection with this Development Agreement. This Development Agreement shall be governed by the laws of India.

(24) Notwithstanding anything to the contrary contained in this Development Agreement, the Developer shall not be entitled to assign or transfer any of its rights and obligations under this Agreement to any person, including its affiliates.

(25) The stamp duty and registration fees payable on this Development Agreement shall be borne by the Developer and/or their nominees.

(26) This Development Agreement shall be executed in two counterparts, each of which upon execution shall be deemed to be in original and such counterparts together will constitute one single instrument.

(27) No addition to, variation, novation or agreed cancellation of any provision of this Development Agreement shall be binding upon the Parties in reduced to writing and signed by or on behalf of the Parties.

ARUNA ENCLAVES LLP

22/6/2012

(28) On the completion of the project the developer will obtain a completion certificate from the competent authority before handing over the Owner's Share.

IN WITNESS WHEREOF both the Parties of this Development Agreement executed & signed the present agreement on the day, month and year first written above after going through contents of the same in presence of the witnesses who have also signed hereunder after understanding the contents of this deed

WITNESSES

1. [illegible]

Vijay Kumar 22/6/2017

Signature of the
Land Owner No. 01
PAN No. **AEMPK5513J**
Mob No. 9810514830

2. Mamta
Mamta w/o
Mr Vijay Kumar
304 DURGA ACC POLICE
West Boring Rode
Patna.

Nilimp Thakur 22/6/2017

Signature of the
Land Owner No. 02
PAN No. **ABEPT3660L**
Mob No. 9899558479

AIKYA ENGICONS LLP
22/6/2017
Authorised Signatory

Signature of the
Developer
PAN NO. ABGFA5033J.
Mob No. **09708399999**

Schedule

SCHEDULE OF PROPERTY/LAND

Individual Land Share of Sri Ajay Kumar and Smt Nilima Thakur

All the piece of vacant land measuring approximately 9456 equivalent to 880 sqm or 21.70 decimals, situated at Mauza Khajpura, mohalla Maurya -Path, P.S. Shastrinagar, survey Thana no. 11, Thana Code No. 026, in the town and district of Patna, bearing part of Survey plot no. 798 and khata no. 30, within the limit of P.R.D.A. and P.M.C. and within the jurisdiction of sub-registrar and District Registrar of Patna and bounded as follows :—

NORTH	:	Sri Damodar Singh & Smt. Sarla Singh
SOUTH	:	Branch Road
EAST	:	Urmila Kunj Apartment
WEST	:	House of K. K. P.Singh,

VALUATION OF THE LAND

1.	Total Area : 9456 Sq.ft. equivalent to 21.70 decimals, vide Thana Code No. 026	
2.	Cost of land as per Government value @ Rs. 10,00,000/- per decimals Thana code 026	Rs. 2,17,10,000.00
		Total Rs. 2,17,10,000.00

Annexure- I

STANDARD SPECIFICATON

1. Structure : R. C. C. Structure with 1st class brick work in cement mortar as per design & specification of structure consultant.

2. Doors : (A) Door frames (Chowkhats) of sal wood and RCC / stone frames in the toilet doors.

(B) 35 mm thick flush/ panel door

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Nilima Thakur 22/6/2017

22/6/2017

		shutters painted with 2 coats of synthetic enamel painted on a coat of primer.
3. Windows :		Aluminium / upvc Windows with safety grill 2 coats of synthetic enamel paint on a coat of primer.
4. Flooring :	(A)	Flat – Marble tiles / vitrified / ceramic tiles in beige color flooring in all areas of the flat.
	(B)	Common Area – Kota stone/ marble / granite flooring including starcase.
5. Kitchen :	(A)	Flooring - kota stone/ceramic tiles Flooring
	(B)	Working Platform - Black Granite
	(C)	Dado - 20" high Ceramic Tiles Above working Platform
	(D)	Steel Sink
6. Bath Rooms :	(A)	Flooring - Marble Flooring/ ceramic tiles
	(B)	Dado - Ceramic Tiles up to 7'-0"
	(C)	Sanitary ware - White glazed vitreous Sanitary of reputed make like parryware/ hindware / cera
	(D)	Fittings - Chromé plated fitting of jaquar continental or equivalent
	(E)	Cistern - Acrylic/Fiberglass cistern in white color.
7. Electrical :	(A)	All internal wiring in copper conductor with adequate lighting/ power points provided in each flat.
	(B)	One T.V. point One Telephone point provided in each flat.
8. Internal Wall Finish :		All internal Wall shall be finished with P.O.P.
9. External Wall Finish :		All external Wall shall be painted

AIKYA ENGICONS LLP
22/6/2017

22/6/2017

22/6/2017

	with 2 coats of weather shield text paint combination.
10. Generator :	Generator with acoustic enclosure with 800 watts of emergency supply to every flats.
11. Intercom :	An intercom will be provided to each flat which connects whole flats of apartment and through Gate Keeper.
12. LIFT :	one lift of standard make otis/ kone / Johnson

AIKYA ENGICONS LLP
Authorised Signatory
24/6/2017

24/6/2017

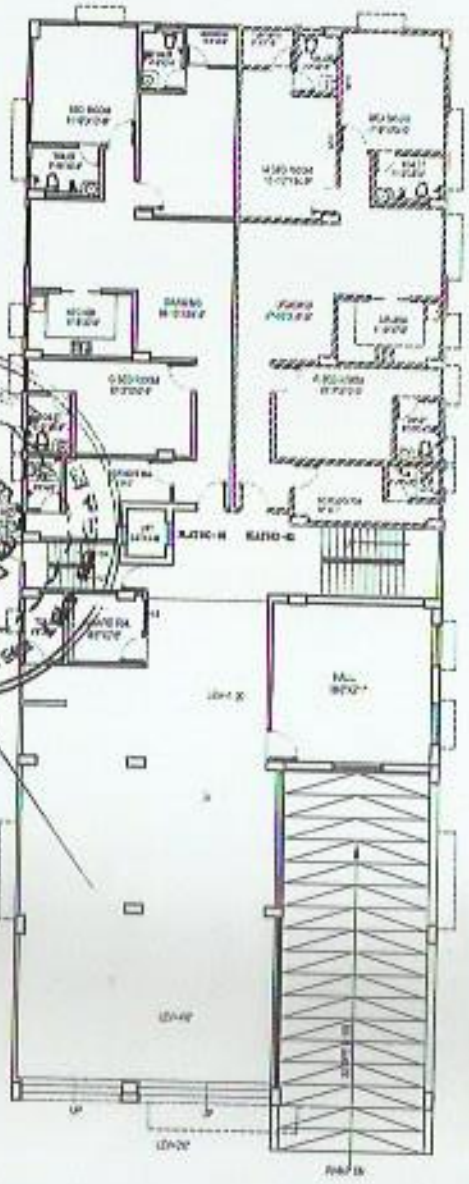
24/6/2017

बसाल का सत्यापन बैंक कॉल से किया।
22.6.17
(महजबीन रजा)

सभी प्रकार के रोक से मुक्त पाया
24/6/17
(अनित कुमार)

LAND OWNER'S SHARE MKD –

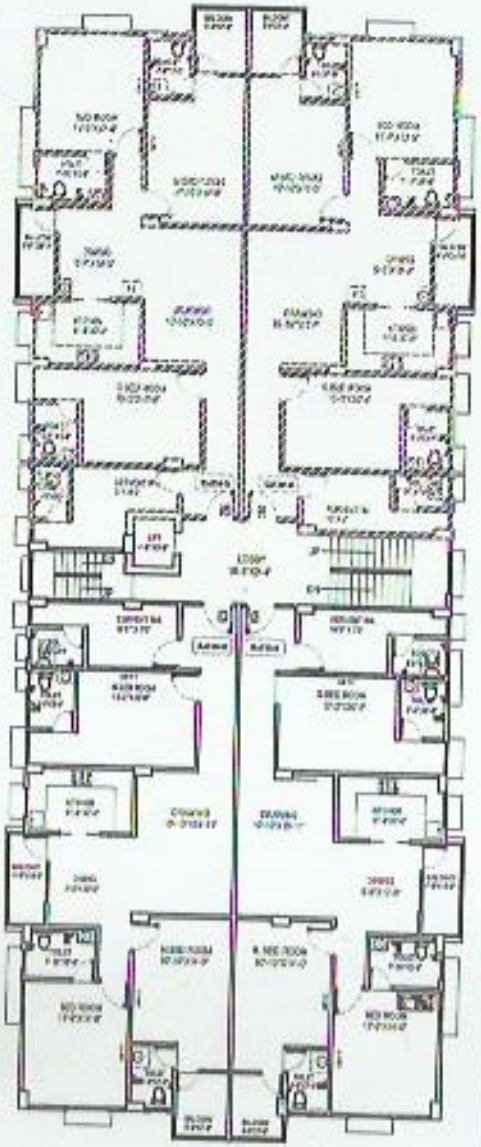
FLAT NO 02



GROUND FLOOR PLAN

LAND OWNER'S SHARE MKD –

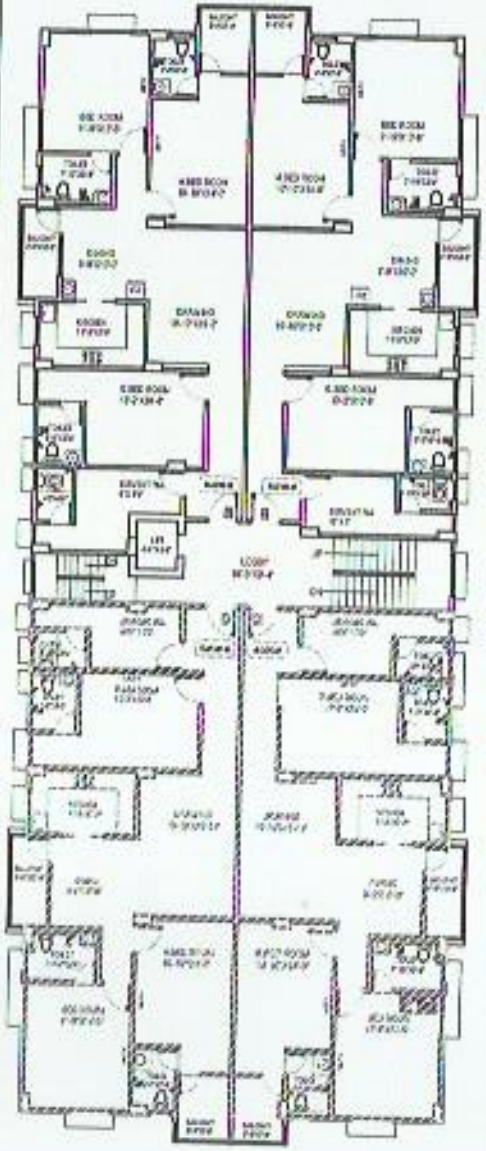
FLAT NOS
103, 104, 303 & 304



1ST & 3RD FLOOR PLAN

LAND OWNER'S SHARE MKD –

FLAT NOS
201, 202, 401, & 402



2ND & 4TH FLOOR PLAN

60'-0" WIDE ROAD (SOUTH)

DEVELOPERS SHARE –

G-1, 101, 102, 203, 204, 301, 302, 403, & 404.

ANNEXURE – II

Nilima Thakur 23/6/2017
AKVA ENGINEERS LLP
Authorised Signatory

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.	205000/-
Addl.Stamp duty paid under Municipal Act	Rs.	0/-

Amt.Paid By N.J Stamp Paper	Rs.	5000/-
Amt.paid through Bank Challan	Rs.	222000/-

Registration Fee

FEE PAID										
	A1	20000	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	1000	J1	0	K2	0	Na	0
	B	0	H1a	0	J2	0	Li	0		
									TOTAL-	21000

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

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 22000

Registering Officer
Patna

Date: 22/06/2017

Endorsement under section 52

Presented for registration at Registration Office, Patna on Thursday, 22nd June 2017 by Ajay Kumar Late Hari Kishore Thakur by profession Others. Status - Executant

Ajay Kumar
22/6/2017

Signature/L.T.I. of Presentant **Date:22/06/2017**

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Deena Nath Sharma' age '40' Sex 'M', 'Sarju Sharma', resident of 'Mahuari,paliganj,patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 22/06/2017

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 131 on pages on 49 -72, for the year 2017 and stored in CD volume No. CD-20 year 2017 .The document no. is printed on the Front Page of the document.

Registering Officer
Patna

Date : 22/06/2017

Token No. : 6743 Year : 2017 S.No. : 6461 SCORE Ver.4.1 Deed No . :d No . : 5834

अन्दर रू0 ..... शब्दों में (रू0 .....) मात्र।

मूल प्रति
(महालेखाकार कार्यालय हेतु)

बिहार सरकार

निबंधन विभाग

गैर मानक

दस्तावेज के निबंधन के लिए जमा किए जाने वाले स्टाम्प शुल्क/ निबंधन शुल्क एवं भूस्वामी के निबंधन शुल्क भुगतान के लिए बैंक चालान

1. पक्षकार का नाम/पता (जिसकी ओर से जमा किया जा रहा है) — M/s AIKYA ENGICONS LLP, authorized signatory MR. KUSHAGRA GAUTAM, Son of Sri Vijay Kumar, residing at 304, Durga Acropolis Apartment, Khaitan Lane. Boring Canal Road, P.S. Srikrishnapuri, Patna.

2. दस्तावेज का प्रकार — For Development Agreement

3. निबंधन कार्यालय — जिला निबंधन कार्यालय, पटना

4. बैंक का नाम एवं शाखा — भारतीय स्टेट बैंक, मुख्य शाखा, पटना

5. भुगतान की जानेवाली राशि का विवरण :-

क्रम सं०	भुगतान का मद एंव शीर्ष	रकम
क)	स्टाम्प शुल्क मुख्य शीर्ष 0030-स्टाम्प एवं पंजीकरण उप मुख्य शीर्ष 02 स्टाम्प गैर न्यायिक लघु शीर्ष 103 दस्तावेजों पर स्टाम्प शुल्क लगाना उप शीर्ष 0001 सकल प्राप्तियाँ प्राथमिक ईकाई 75 49 सकल प्राप्तियाँ विपत्र कोड **R0030021030001**	2,31,500.00
ख)	निबंधन शुल्क मुख्य शीर्ष 0030-स्टाम्प एवं पंजीकरण शुल्क उप मुख्य शीर्ष 03 पंजीकरण शुल्क , लघु शीर्ष 104 दस्तावेजों का पंजीकरण शुल्क उप शीर्ष 0001, प्राथमिक ईकाई 75 49 सकल प्राप्तियाँ विपत्र कोड **R0030031040001**	
ग)	भूस्वामी शुल्क मुख्य शीर्ष 0029 भू राजस्व लघु शीर्ष 800 अन्य प्राप्तियाँ उपशीर्ष 0006 - अन्य मदें प्राथमिक ईकाई 75 49 भूमि निबंधन शुल्क से आय विपत्र कोड **R0029008000006**	
	भुगतान का माध्यम :- नगद/चेक*/ड्राफ्ट* कुल योग - कुल राशि शब्दों में Rs Two Lakh thirty one thousand & five hundred only	2,31,500.00

स्थान Patna
तारीख 19/6/2017
*चेक/ड्राफ्ट का विवरण पीठ पर अंकित कर दें
*चेक/ड्राफ्ट की राशि अन्तरित होने के पश्चात् ही मान्य होगी

Kushagra
जमाकर्त्ता का नाम (K Gautam)
एंव हस्ताक्षर

FOR USE OF THE BANK

रुकाल नं0 ..... तारीख ..... उपर्युक्त क्रमसं0 05 में दिये गये विवरण के अनुसार रु0 .....शब्दों में ..... रुपये प्राप्त किया।

प्राधिकृत पदाधिकारी का हस्ताक्षर
हस्ताक्षर एवं मुहर

CBI 88

अन्दर मो0 ..... शब्दों में (रु0 .....) मात्र।

मुल प्रति
(महालेखाकार कार्यालय हेतु)

बिहार सरकार

निबंधन विभाग

गैर न्यायिक

दस्तावेज के निबंधन के लिए जमा किए जाने वाले स्टाम्प शुल्क/ निबंधन शुल्क एवं भूस्वामी के निबंधन शुल्क भुगतान के लिए बैंक चालान

1.	पक्षकार का नाम/पता (जिसकी ओर से जमा किया जा रहा है)	M/s AIKYA ENGICONS LLP, authorized signatory MR. KUSHAGRA GAUTAM, Son of Sri Vijay Kumar, residing at 304, Durga Acropolis Apartment, Khaitan Lane, Boring Canal Road, P.S. Srikrishnapuri, Patna.
2.	दस्तावेज का प्रकार	For Development Agreement
3.	निबंधन कार्यालय	जिला निबंधन कार्यालय, पटना
4.	बैंक का नाम एवं शाखा	भारतीय स्टेट बैंक, मुख्य शाखा, पटना
5.	भुगतान की जानेवाली राशि का विवरण :-	

क्रम सं०	भुगतान का मद एवं शीर्ष	रकम
क)	स्टाम्प शुल्क मुख्य शीर्ष 0030-स्टाम्प एवं पंजीकरण उप मुख्य शीर्ष 02 स्टाम्प गैर न्यायिक लघु शीर्ष 103 दस्तावेजों पर स्टाम्प शुल्क लगाना उप शीर्ष 0001 सकल प्राप्तियाँ प्राथमिक ईकाई 75 49 सकल प्राप्तियाँ विपत्र कोड **R0030021030001**	2,00,000.00
ख)	निबंधन शुल्क मुख्य शीर्ष 0030-स्टाम्प एवं पंजीकरण शुल्क उप मुख्य शीर्ष 03 पंजीकरण शुल्क , लघु शीर्ष 104 दस्तावेजों का पंजीकरण शुल्क उप शीर्ष 0001, प्राथमिक ईकाई 75 49 सकल प्राप्तियाँ विपत्र कोड **R0030031040001**	20,000.00 1,000.00 21,000.00
ग)	भूस्वामी शुल्क मुख्य शीर्ष 0029 भू राजस्व लघु शीर्ष 800 अन्य प्राप्तियाँ उपशीर्ष 0006 - अन्य मदें प्राथमिक ईकाई 75 49 भूमि निबंधन शुल्क से आय विपत्र कोड **R0029008000006**	
	भुगतान का माध्यम :- नगद/चेक*/ड्राफ्ट* कुल योग कुल राशि शब्दों में Rs Two Lakh twenty one thousand only	2,21,000.00

स्थान Patna
तारीख 19/6/2017
*चेक/ड्राफ्ट का विवरण पीठ पर अंकित कर दें
*चेक/ड्राफ्ट की राशि अन्तरित होने के पश्चात् ही मान्य होगी।

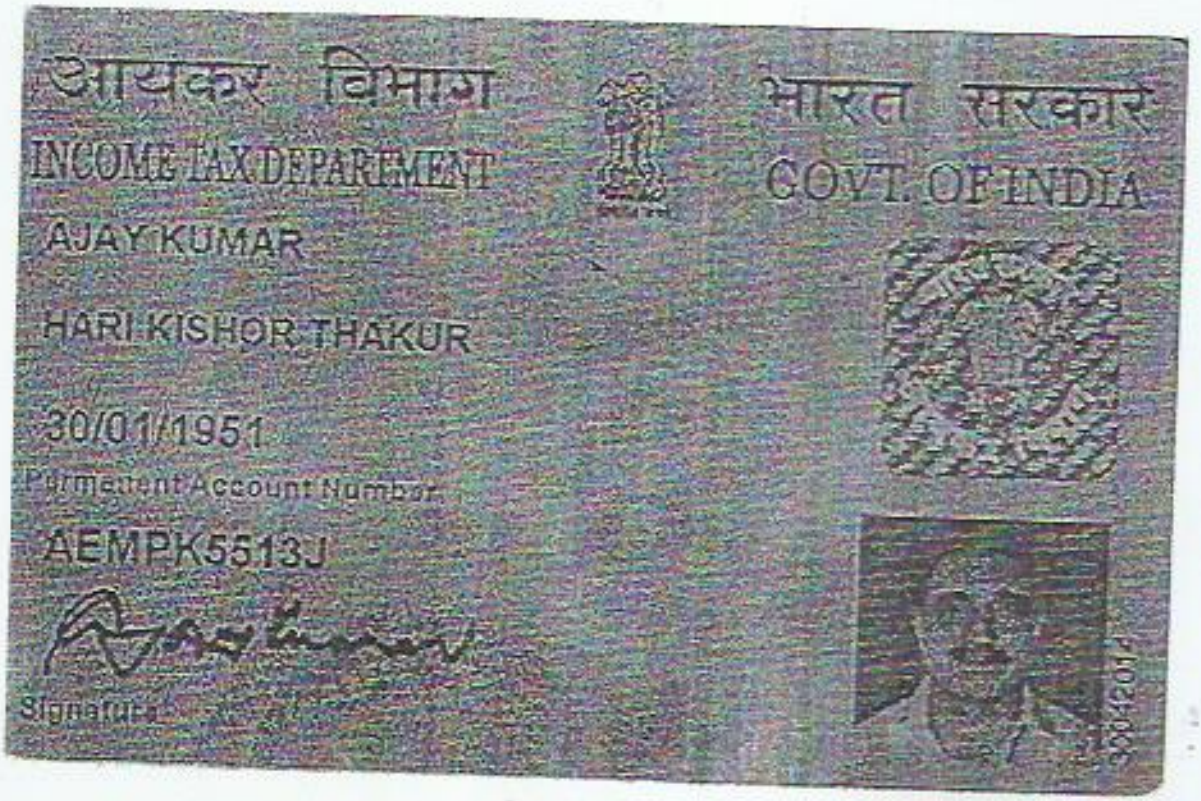
जमाकर्त्ता का नाम एवं हस्ताक्षर

FOR USE BY THE BANK

स्कॉल नं0 ..... तारीख .....
रु0 ..... शब्दों में .....

उपरोक्त कॉलम संख्या 05 में दिये गये विवरण के अनुसार ..... रुपये प्राप्त किया।

प्राधिकृत पदाधिकारी का हस्ताक्षर
हस्ताक्षर एवं मुहर



Ajay Kumar
22/6/2017