3. That in case any misshapen occur during the construction of the said multistoried in any manner whatsoever, the Developer shall be solely responsible for the same or for any payment of any kind or compensation or damage to the victim's or to the victim's family. The Owners will not be responsible on account of any miss-happening during the construction period or with regard to the payment of compensation or damages to the victim or victim's family.

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

5. That the owners within 60 days of the date of execution of this agreement shall put the Developers in actual peaceful possession of the said property described in Schedule-A herein to enable the Developers to take up and proceed with the development, planning, and construction of the said building in terms of this agreement and the sanctioned plan and any other terms agreed upon.

6. That the Developers shall have the right to mortgage their 50% share of the developed area with the Bank / financial institution to obtain loan working capital short-term loan to finance the aforesaid project after the date of sanction of plan from the competent authority but the Developers under no circumstances shall mortgage the land of the Owner for the purpose of obtaining the aforesaid project finance..

7. That it has been agreed between the parties that the Second Party Developers shall complete the construction work and hand over the 50% constructed building to first party (Owner) within a period of Two years with grace period of Six months from the date of execution of this agreement.

8. That the proportionate share of the landowners and Developers in the built up area of the Project shall be in the ratio of 50% is to 50% respectively that is to say the share of the landowners shall be 50% of the built-up area distributed

on several floors including ground floor of multi-storied building and the rest 50% area shall be of Developer's share.

9. That as consideration of 50% of the undivided share in the said developed property to be conveyed/transferred by the owners to the Developers or its nominee, in terms of the agreement, the Developers agrees to deliver and give possession to the owners 50% of the total built-up area of the said building to be constructed by the developers at its own account on the said property hereinafter called the owners Area. The balance of 50% of the total built-up area shall belong to and owned and possessed and dealt by the Developers according to its covenants 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 Developers 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 owners in lieu of the aforesaid owners area.

10. That the owners may at their own sweat will agree to sell, convey, transfer and/or assign to the Developers which shall be free from attachments charges, and encumbrances 50% undivided share in (their share) the said property.

11. That the owners 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 sue 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 person. Associations of persons, firms, Body corporate, Co-operative society, Government agencies etc. on such terms and conditions as may be decided by the owners individually or collectively.

12. That the owners will always keep the Developers indemnified against all claims arising out of all their actions committed in the past, present or future with regards to the said property over which the said Multistory building complex proposed thereon.

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

14. That the Developers agrees to construct, and give possession of the owner's area to the owners after completing a period of Two years with Grace period of Six months from the date of sanction of the plan of the building by the competent authority and the other local authorities with grace period of Six months i.e., the total period of the construction shall be Two Years. It is reasonably expected that the Developers will be able to complete the entire construction of the aforesaid building within the stipulated period subject to no hindrance or obstacles caused by the land owners and subject to change of calamity or subject to easy availability of building materials.

15. That incase the Developer could not completed the proposed multistoried building in that case the Developer will pay a sum of Rs. 15,000/- Only per month till the completion of the project in all respect as per agreement. Developer also mutually decided on the said point and further the developer also deposited a sum of Rs.7,50,000/-only details of which is hereunder:- (Total Amount is non refundable)

(i) A sum of Rs. 2,50,000/- through Cheque No. 813633 dated 10.1.12 of Canara Bank payable to Dhirendra Kumar Srivastava.

(ii) A sum of Rs. 2,50,000/- through Cheque No. 813634 dated 10.1.12 of Canara Bank payable to Ashok Kumar Srivatava.

(iii) A sum of Rs. 2,00,000/- through Cheque No.- 813636 dt. 10.1.12 of Canara Bank payable to Birendra Kumar Srivastava.

(iv) A sum of Rs. 50,000/- through Cheque No. 988547 dated 28.12.11 of Dena Bank payable to Birendra Kumar Srivastava, which is non Adjustable & non refundable.

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 owners that delivery of possession of 50% of the total built-up area of the aforesaid building in manner provided herein shall from and always be deemed to form fair, reasonable, and adequate consideration for 50% or the undivided share in the aforesaid property agreed to be conveyed as herein above by the owners to the Developers and or its nominee.

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

19. That the owners or their nominees will not interfere in the execution of the work nor put any hindrance in any of the activities of the Developers in development, construction and sale of the aforesaid project. The owners and its nominees shall jointly have undivided right, title and interest over the total land of the said property in their respective shares of 50% of the owners and 50% of the Developers after being conveyed as aforesaid subject to the provisions of the clause of the agreement.

20. That the owners 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 owners shall at no point of time during the continuation of this agreement dispossess the developers from the said property.

21. That the Developers 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 owners nor any other persons claiming through the owners shall

have any right or interest in the development of the said property except in relation to the owners area, as specified above and the developers 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 Developers shall be free to do all acts, deeds and things required for development and construction of the said building at the Developer's own account and expenses, as per sanctioned plan of the Dissolved Patna Municipal Corporation Patna/Competent Authority. Any deviation from the approved plan if made by the Developers, the Developers shall be solely responsible for the same.

23. That the Developers 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 owners and sanctioned by the Dissolved Patna Municipal Corporation Patna/Competent Authority/ Local authorities as stated herein above.

24. That the Developers 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 Developers the owners will join as confirming party in all such agreements, sale deeds, deed of allotment etc. The Developers may enter into and shall exclusively be entitled to realize all amounts receivable under such agreement, sale deeds, deeds of allotments etc. for development and construction of the said building and for its all use.

25. That similarly the owners shall be fully entitled to enter into agreement for sale or otherwise allot flats, parking spaces comprised of the owner's area and which does not form part of the Developer's area. Whenever required by the owner's the Developers will join as confirming party in all such agreements, sale deeds, deed of allotment etc. The

owners may enter into and the owners shall exclusively be entitled to realize all amounts receivable under such agreement, sale deeds, deeds of allotments etc. for their all use.

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

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

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

29. That in any event the owners 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 their own cost so that ultimately the said property is delivered to Developers to its nominees free from all encumbrances and defects.

29a. That the land owners and developers also mutually decided to divide their shares after approval of the map.

29 b. That both the parties also agreed to adjust the share as per development agreement and no body will claim regarding excess share.

30. That if the developer will build further floor after approval of Plan by P.R.D.A. / P.M.C and 50% Share also will go to the land owner's and remaining share will be to that of the developer's share.

31. If the project as defined and agreed, herein, between the Owner and the Developer is not completed in the defined period of 4 years and 6 months (54 months) which is 2 years (24 months) over and above the stipulated time period including grace period for completing the project, then Owner will be free to do whatsoever they want to do with the property and the Owner will not be liable for any damage to anyone, In the case, if the Developer fails to complete the construction of the entire building and also t handover the Owner area to Owners within above mentioned time period from the date of this Agreement comes into being, then the entire construction, whether complete or incomplete over the Owners land vest into the Owner free from any/all liability or encumbrances whatsoever created or proposed to be created by the Developer and thereafter the Developer or any person claiming through them will not be entitled to claim any right or title or interest over this building.

31.a) The Developer agree to arrange and provide 3 room accommodation for the named Owners immediately after signed this deed of development agreement. The rent and other expenses (excluding electric bill) borne and paid by the Developer monthly in regular way till the possession of all flats belonging to Owners Area are completed, externally and internally as described in Schedule B and handed over to the Owners.

32. That the top of roof of the building will be used by the land owners and the developers prospective purchasers have no right to claim on the top roof area. If any the claim stand null-void.

33. That the Land owners and Developers also mutually decided to divide their shares which details are hereunder:-

Land owner's share (Flat) 50% of the total Developed/ Built-up Areas

1. One flat on first floor (South East Facing) Flat No. C/103
2. Three flat on Third Floor (Flat Nos. A/301,B/302 and C/303) Plus 391 sqft. in the said build-pace

Including Common Passage under campus of the proposed building, Top Trace etc.

Developer's share (Flat) 50% of the total Developed/ Built-up Areas

1. Two Flat on First Floor excluding Owner's Share
2. Entire flat on Second floor

Including Common Passage under campus of the proposed building, Top Trace etc.

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

35. That when delivery of possession of the owner's area to the Owners by the Developers and subject to the other terms and conditions contained herein before or at such earlier time as may be mutually agreed upon, the owners shall execute and register conveyance of 50% undivided share in the said property in favour of the developers to its nominees/assignees including a co-operative Housing Society/association of person or Body corporate etc. In

default of the owners executing such transfer/ conveyance or such other deeds as may be deemed necessary by the Developers in spite of service notice in writing 15 days, the Developers shall be entitled to take all steps as may be necessary/ conveyance.

36. That after the construction and completion of the project the respective share Owners i.e. developers/promoter and the landowners, shall be the absolute owners of their respective shares and they will be entitled to sell/Transfer their shares respectively and as per the Bihar Apartment Ownership Act. 2006 and Bihar Apartment Ownership Rules in section 5(1) clearly declared their shares as absolute OWNERS and in the light of Bihar Apartment Ownership Act. 2006

SCHEDULE-A

ALL THAT, piece and parcel of landed property, with right, title, interest with possession thereon and therein including all kinds of easements measuring an area of Three kathas Six Dhoors, bearing C.S. Plot No.441, under Tauzi No. 379, Khata No.30, Thana No.07,Mohalla-Yarpur Survey Mauza-Dhakanpura, P.S. Kotwali, District Patna,Ward No-9, Zone-4, Government land valuation List Serial No-143 within the Jurisdiction of Sub Registry Office and Sadar Registry Office Patna, which is bounded as follows :-

BOUNDARY

NORTH : Mr. D.S. Page
SOUTH : Public Road(Branch Road)
EAST : Public Road(Branch Road)
WEST : Babu Suresh Nath Srivastava

Note:- This Plots are out of Boring Road, Boring Canal Road, and Budga Colony area.

SCHEDULE-B

SPECIFICATION

STANDARD SPECIFICATION OF THE MATERIALS TO BE USED IN PROPOSED MULTISTOREYED BUILDING COMPLEX

1. FOUNDATION

1. RCC Group pile foundation as per the design of structural consultant.
2. Foundation shall be earthquake resistant as per IS Codes.
3. Plinth shall be minimum 3' up from Ground level.
4. Steel of Standard make shall be used.
5. Cement Standard make shall be used.
6. Thick SONE SAND of grading zone II/III shall be used.

2. SUPER STRUCTURE

1. First Class brick shall be used in all partition walls
2. Cement Standard cement make shall be used.
3. Cement: Mortar – 1:4 ratio shall be used for erecting 5" walls
4. Cement: Mortar – 1:6 ratio shall be used for erecting 10" walls
5. Thick SONE SAND of grading zone II/III shall be used

3. WALL PLASTERING

1. All internal and external wall plastering with ½ " thick plaster.
2. Cement: Mortar – 1:6 for internal and 1:5 ratio for external walls shall be used for plastering
3. Cement standard make shall be used.
4. Thick SONE SAND of grading zone II/III shall be used

4. CEILING PLASTER

1. Cement: Mortar – 1:4 ratio shall be used in entire ceiling plaster.
2. Cement standard make shall be used.
3. Thick SONE SAND of grading zone II/III shall be used
4. Cornice with plaster of Paris in ceiling shall be provided.

5. INTERNAL WALL FINISHING

1. All internal walls shall be finished with plaster of Paris.

6. EXTERNAL WALL FINISHING

1. Two coat of exterior acrylic weather proof paint after one coat of white cement primer.

7. FLOORING DADO SKIRTING

1. All drawing room, dinning rooms, Bathrooms, Kitchens, and balconies shall be finished with Marble
2. Parking & other spaces at the ground floor shall be finished with Kalazi Floor/Chekkar tiles.
3. One Car covered parking for all apartments constructed shall be provided in the building. The owners share will include covered parking for each apartments as per the agreed share.

8. TOP ROOF/TERRACE FLOORING

Entire area of the top roof shall be waterproof & heat proof & treatment finished with IPS (Anti heat treatment water proofing shall be done before fixing roof IPS.

9. KITCHEN

1. Flooring-Marble
2. Working/ Gas Platform shall be finished with marble 24" wide top on kitchen slab and standard size of stainless steel (Hindustan) sink 1mm thick good standard quality shall be used Size 18"x24"
3. Walls above the working platform shall be finished with glaze tiles of 1st quality Somany/Kazaria/Orient make up to 2' height above kitchen slab. The Choice of glazed tiles shall be of land owner.
4. Provision for Aqua Guard point

10. BATHROOM/TOILET

1. Flooring- Marble.(Anti Exide)
2. Internal wall up-to door level shall be finished with Glazed Tiles of 1st Quality Somany/Kazaria/ Orient make from authorized dealer. The choice of glazed tiles shall be that of land owner.
3. Hot and cold water provisions shall be provided in plumbing in all bathrooms including wash basins. Provision for geyser shall be made in all bathrooms.
4) European or Indian W.C. of ISI Marks/Good Quality flush system of original Hindware/Parryware make

from authorized dealer as per the choice of land owner shall be provided in each bathroom.

5. All Bathrooms shall be finished with wash basin

6. Chromium plated fittings of Essco or equivalent shall be used.

7. Chromium plated hot and cold (elbow system) wall mixture and basin mixture of Essco or equivalent shall be used.

8. Concealed Master Cock of Essco make shall be provided in all toilets from inside.

11. WASH BASIN IN DRAWING CUM-DINNING HALL & BALCONY

1. Wash basin of original Hindware/Paryware make from authorized dealer shall be provided.

12. PLUMBING EXTERNAL AND INTERNAL

The following shall be strictly provided

For water supply – Tata GI. Pipe of first quality

All C.P. Essco fitting

ISI mark PVC pipe for drainage etc. in the entire building as per the requirement and design (under the guideline of P.H.E.D. consultant).

13. DOORS

Following shall be provided:-

1. Hard seasoned Sal wood frame in all door Chaukhats having section 4"x 2 ½ "
2. All doors shall be standard make 30 to 32 mm thickness..
3. Aluminum fitting in all door.

14. WINDOW

All the window will be Aluminium

15. ELECTRIC WORK

Separate transformer for electric supply.

Power points- Provision of two power point in kitchen, one in all bathrooms, two in drawing room, two in dinning area, and one each in all bedrooms. Tv and Telephone point in Drawing room and Master Bed room.

Power distribution with MCB's Havell's make & Kalore.

Each flat will have individual metered power connections as per the schedule.

A common meter for common supply to the building shall be provided by the builder at his own cost from B.S.E.B.,
Meter from B.S.E.B. for the land owner's flat shall be provided by the land owner's at his cost.
Light & Fan points inside the flats shall be provided as per electrical drawing
Entire electrifications will be done with non inflammable copper wire in each flat with separate MCB's Havell's make for each unit like B/R Kit, toi, Dri, Din etc. in concealed P.V.C. conducties (light points with 0.75 mm^2) Power points with 2.5 mm.
At least two sockets shall be provided on each electrical board. Provision for electrical socket shall be made in balconies and also in bathroom. Fan points on walls shall be provided in each bathroom. One exhaust fan shall be provided in each bathroom.
All the electrical switches and others needful accessories will be given by the builder.
Provision for switch over of Havel's make for each flat.
Anchor white switches shall be provided inside the flat.

16. WATER SUPPLY

1. Deep the well Boring (350 feet depth) will be done so that 4" diameter pipe is used with submersible pump.
2. There will be provision of round the clock water supply to all the flats and other needful places
3. The deep tube well shall be connected to overhead water tank having required capacity under the guideline of P.H.E.D. consultant.
4. One submersible motor pump of required capacity (KSB) company with all its latest system shall he provided
5. Capacity of overhead water tank for water supply should be as per specification in National building code.

17. TELEPHONE POINT

Separate Telephone points in drawing room, dinning hall and master bedrooms shall be provided in all the flats.

18. SECURITY INTERCOM

All flats will be linked to reception counter at ground floor through intercom. Each flats shall be provided with the telephone machine for the intercom.

19. SILENT GENERATOR

Generator of adequate capacity shall be installed at the ground to run the submersible water motor pump and for lighting common areas and restricted supply of not more than 350 watts to each flat of the building.

20. LIFT

Lift from standard company for 5 to 8 passengers. Land owners confirmation in writing shall be necessary

21. RECEPTION COUNTER

There will be an up-to-date Reception counter at the Ground floor, Reception counter shall have top clack granite slab and matching decoration.

Provision for stay of at least two guards on ground floor. His accommodation shall have provision for bath, toilet and kitchen.

22. SEPTICTANK

A common septic tank of required size will be at the ground floor.

23. All fittings and fixture shall be approved by the landlord before fitting them.

FULL DETAILS OF VALUATION

1. Total Area of Land Three Kathas Six Dhurs = 10.37 Decimals

2. Total cost of Land value comes to Rs. 40,00,000/- Only.

3. Stamp Duty is according paid a sum of Rs. 80,000/- only @ 2% of the Total land valuation amount+ Rs. 100/-only.

4. Security Money deposit Rs. 7,50,000/-only stamp duty paid 2% 15,000/-only

5. Registration Fee and scanning Fee also paid through another Challan vide Challan No. 750709,653,593, dated 27.12.2011 of S.B.I. Main Branch, Patna.

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

1.(Dhirendra Kumar Srivastava)
Income Tax PAN: AExPS 0189 9G

2.(Birendra Kumar Srivastava self and power holder of Ashok Kumar Srivastava)
Income Tax PAN: ASZPS 0318L
SIGNATURE OF THE LAND OWNERS

(Santosh Kumar Sinha)
For, ASTERISK HOME Pvt. Ltd.
Income Tax PAN: AAECA0809N
SIGNATURE OF THE DEVELOPERS

WITNESSES:

(1) Pawan Kumar
S/O Sri Devendra Prasad
Deo Parbat Kuti
Road No. 4B.
Hotel Paar
North Patel Nagar
Patna - 24

(2)

As per statement of the Land OWNERS and the Developers I have drafted the Deed of Development Agreement documents in 18 pages.

(Md. Aamir Nizamuddin Sabir)
Advocate,
High Court Patna,
E.No. 1958/2010
28-12-2011

Certified that Page No. 15 added by Xerox Page No. 11 Para no. 33 (2.1) added by Pen and Vendor put his signature.

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. 95100 *Amt. paid by N.J. Stamp Paper -* Rs. 500
Addl. Stamp duty paid under Municipal Act Rs. *Amt. paid through Bank Challan -* Rs. 95404

Registration Fee

FEE PAID

A1	0	C	0	H1b	0	Ka1	0	LA 0
A8	0	D	0	H2	0	K1b	0	Lii 0
A9	0	DD	0	I	0	K1c	0	Mb 0
A10	0	E	250	J1	0	K2	0	Na 54
B	0	H1a	0	J2	0	Li	0	

LLR + Process Fee

LLR:	0	
Proc. Fee	0	500
Total-	0	

Service Charge

TOTAL- 304

Total amont paid (Reg. fee+LLR. Proc+Service Charge) in Rs 804

Date : 28/12/2011

Registering Officer
Patna

Endorsement under section 52

Presented for registration at Registration Office, Patna on Wednesday, 28th December 2011 by Dhirendra Kumar Srivastava S/O-Late Babu Nak Chedi Lal by profession Others. Status - Executant

Signature / L.T.I. of Presentant *Date :* 28/12/2011

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those executants and identified by the person (identified by Pawan Kumar age ... Sex M son/daughter of S/O-Devendra Prasad resident of Road No-4/B, Nalapar, North Patel Nagar, Patna) whose names, photographs, fingerprints and signatures are affixed as such on back page / pages of the instrument

Date : 28/12/2011

Registering Officer
Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office, Patna in Book No. 1 Volume No. 525 on page no. 293 - 312 for the year 2011 and stored in CD Volume No. 1068 year 2011. The document no. is printed on the front Page of the document.

Date : 28/12/2011

Registering Officer
Patna

en No.37802 Year - 2011 Sl.No. 37183 SCORE Ver. 2.1 Deed No. 30462 NIC-Bihar

Serial No. - 37183 Book No. - 1 Deed No. - 3046



बिहार BIHAR 13482 28-12-11 500 0 382758

Summary of Endorsement

This document was presented for registration on this Wednesday, the 28th of December 2011 by Dhirendra Kumar Srivastava.

Rs. stamp duty of Rs. 95100/- and other fees of Rs. 804/- has been paid in it.

The document was found admissible. The names,photographs and fingerprints and signatures of the executants, and their identifier, who have admitted execution before me, are affixed on the reverse page.

The document has been registered as deed no. 30462 in Book No. 1 , Volume No. 526 on pages from 293 to 312 and has been preserved in total 20 pages in C.D. No. 81 / Year 2011

SCANNED

Date : 28/12/2011 Token No : 37802 / 2011

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

Challan No. 750709,653,593 dated 27.12.2011

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT IS MADE THIS THE 28TH DAY OF DECEMBER 2011 AT PATNA.

Serial No : 37183 Deed No : 30462
Token No : 37802 of 2011

Type & Status of Party	Name of Party	Photo	Thumb	Index	Middle	Ring
In Favour of	*Santosh Kumar Sinha (Dir.)*					
	Signature of Party					
Presented by Self	*Dhirendra Kumar Srivastava*					
	Signature of Party					
Executed by	*Birendra Kumar Srivastava (Age*					
	Signature of Party					
Executed by	*Dhirendra Kumar Srivastava (Ag*					
	Signature of Party					
Executed by	*Ashok Kumar Srivastava (Princ.*					
	Signature of Party					
Identifier	*Pawan Kumar*					
	Signature of Party					

BETWEEN

1. Mr. Dhirendra Kumar Srivastava son of Late Babu Nak Chedi Lal, resident of Jhujhun Mahal, Yarpur, P.S. Gardanibagh, in the Town and District of Patna, by Nationality–Indian

2. Mr. Birendra Kumar Srivastava son of Late Babu Nak Chedi Lal, resident of Jhujhun Mahal, Yarpur, P.S. Gardanibagh, in the Town and District of Patna, by Nationality–Indian

Self and Constituted Attorney on behalf of

Mr. Ashok Kumar Srivastava son of Late Babu Nak Chedi Lal, resident of Jhujhun Mahal, Yarpur, P.S. Gardanibagh, in the Town and District of Patna, by Nationality–Indian, Vide Power No. 534 dated 21.12.2011 which was Registered At Thane Mumbai hereinafter referred to "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 One part (Land Owners).

AND

ASTERISK HOME PVT. LTD., a Company incorporated under the Companies Act 1956, having its Registration No. U45200BR2001PTC9503 and its registered office at Chaturabhuj Complex, Boring Canal Road, Patna, through its Director Sri. Santosh Kumar Sinha son of Late K. K. Prasad, resident of Chitragupta Nagar, P.S. Patrakar Nagar, District Patna, by Nationality–Indian, hereinafter referred to "DEVELOPER" (which term unless excluded by or repugnant to the context shall mean and include his/its heirs, executors, administrators, legal representatives, successors and assigns) of the OTHER PART.

RECITALS

WHEREAS, the property more fully described in Schedule-A of this deed is the purchased property of landowner's father namely Babu Nakchchedi Lal by virtue of registered sale deed dated 12-05-1958, bearing Deed No.2622, Volume No.52, in Book No.1, Pages 294 to 302 of the year 1958, which was registered at Patna purchased from Mr. John R.K. Sircar and others all residents of Yarpur Road, Gardanibagh, Patna and from the date of purchase

the said land owner's father Babu Nakchchedi Lal owned and possessed the same and he came and remained in peaceful physical and exclusive possession over the same as absolute owner.

AND WHEREAS, the said Babu Nakchchedi Lal died leaving behind three sons namely Mr. Dhirendra Kumar Srivastava, Mr. Birendra Kumar Srivastava, and Ashok Kumar Srivastava as his legal heirs and successors under the Hindu Law governed by Mitakshara Law of Inheritance and they came in joint possession over the said property besides other in equal share.

AND WHEREAS, the land owners/First Part made up their mind to get multi-storied building on their property as described in Schedule-A of this deed on conversion basis which is and shall be beneficial for them.

AND WHEREAS the owners/First Part are thus being absolute owners of the land referred to above and now the First part contacted the second part for the purpose and proposed to make construction of multi-storied building named "LAL NIWASH" to which the Second Part agreed and undertake to make construction of multi storied building over the land fully described in Schedule-A of this deed after approval of the map by the competent authority and the share will be divided between the owners/First part and the developers/Second Part as 50% and 50% share respectively in the built-up area and parking space etc. and now landowners are entitled and competent to execute the present Deed Of Development Agreement.

NOW THESE PRESENCE WITNESSETH AS FOLLOW:-

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

2. That the Developers shall get a plan prepared in order to obtain maximum benefit for the Owners and the Developers.