

### Summary of Endorsement

This document was presented for registration on this Thursday, the 15th of September 2011 by Sudama Devi.

A stamp duty of Rs. 30760/- 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. 23382 in Book No. 1, Volume No. 403 on pages from 570 to 582 and has been preserved in total 13 pages in C.D. No. 62 / Year 2011.

SCANNED

Date : 15/09/2011

Token No. : 28888 / 2011

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

*28888/2011*

*Scanned by*

*15/9/11*

### DEVELOPMENT AGREEMENT

This Agreement is made and entered into at Patna on this the 15<sup>th</sup> Day of *September* 2011 (Two Thousand Eleven).

#### BETWEEN

SMT. SUDAMA DEVI W/o SRI JAMUNA SHARMA Resident of Samsher Nagar, S.B.-Daudnagar, District-Aurangabad in the State of Bihar hereinafter referred to as the 'OWNERS' (which expression shall unless repugnant to the context or meaning there to mean and include their heir administrators executors, legal representatives, successors-in-interest and/or assigns) of the ONE PART.

AND

DREAM HOMES (PVT.) LTD.

*Kundan Kumar*  
15/9/11 DIRECTOR



*श्री सुदामा देवी*

*[Handwritten signatures and notes]*

Serial No : 28370

Deed No : 23382

Tolan No : 28888

of 2011

Name & Status  
of Party

Name of Party

Photo

Thumb

Index

Middle

Ring

Little

In Favour of

Kundan Kumar (A-  
Signatory)



*Kundan Kumar*

15/9/11  
Signature of Party

Presented by

Sudama Devi



*Sudama Devi*

15-09-2011  
Signature of Party

Executed by

Sudama Devi

*Sudama Devi*

15-09-2011  
Signature of Party

Identifier

Samar Kant Kumar



*Samar Kant Kumar*

15-09-2011

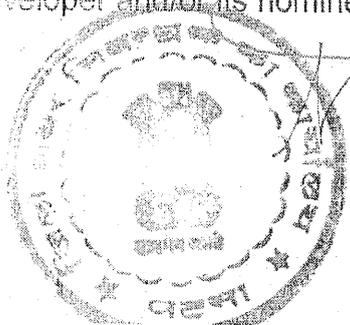
Signature of Party

**BALAJI DREAM HOMES PVT. LTD.** A Company registered under the Companies Act, 1956 (1956-1), and having its registered Office at B-34, Magistrate Colony, Road No.4, P.O.-Ashiana Nagar, P.S.-Rajeev Nagar, District-Patna through its Authorized Signatory of **SRI KUNDAN KUMAR S/o SRI UPENDRA SHARMA R/o B-34, Magistrate Colony, P.O.-Ashiana Nagar, P.S.-Rajeev Nagar, District- Patna** hereinafter referred to as the "DEVELOPERS" (which expression shall unless repugnant to the context or meaning there to mean and include its executors, administrators, legal representatives successor/s in office and/or assigns) of the OTHER PART.

WHEREAS the aforesaid Owners is seized and possessed of and is Owners of or otherwise was and is sufficiently entitled to the free hold Land measuring area of approx 2607 Sq.Ft. Situated at Mohalla - Mauza - Mainpur Shankar, P.S. Code-144, Pargana - Phulwari, Tauzi no- 5234 , Khata No- 141, Thana No.24, Survey Plot no.736 (P) within the limits of Patna Regional Development Authority more fully described in schedule of the Land hereunder written, hereinafter referred to as the SAID PROPERTY.

AND WHEREAS Vendor came and remained in peaceful physical and exclusive possession over the land fully described in schedule No-I at the foot of this deed and mutated his name is State Sarista and paying the Land Rent to the Government of Bihar through the Circle Officer, Danapur Sadar within the limits of Danapur Nagar Parishad and within the jurisdiction of District sub Registrar of Patna & Sub Registry office Danapur.

AND WHEREAS, the aforesaid owners being interested in getting a multistoried Residential Complex developed and constructed on the said property through some reputed Developer, who can develop and construct Residential Building Complex at its own cost and to acquire built-up area in the said building complex as consideration for the value of the said property to be conveyed by the owners to the developer and/or its nominee/s.



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**BALAJI DREAM HOMES PVT. LTD.**  
*Kundan Kumar*  
15/9/11  
**DIRECTOR**

Handwritten notes in the right margin: '15/9/11' and some illegible scribbles.

AND WHERE AS, the aforesaid developer offered to develop and construct at its own cost a residential Building Complex namely "DREAM HOMES" (hereinafter referred to as the said Building) on the said property and the aforesaid owners agreed to acquire flat in the said building as consideration for value of the said land to be conveyed by the owners to the developer or its nominee/s including a Co-Operative Housing Society, Firm, Association of persons, Body corporate e.t.c.

AND WHERE AS, as a result of the negotiations between the parties hereto, the aforesaid Owners and aforesaid Developer and on the representations and declarations made by the owners as herein recorded, an agreement for Development of the said property has been arrived at between the parties hereto upon the terms and conditions hereinafter appearing.

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

1. That the owners here by appoint the aforesaid Developer as the developer of the said property and irrevocably grants to the developer, who hereby accept from the owners the exclusive rights, possession and license to develop the said property fully described in the schedule hereunder written in the manner and on the term, condition and stipulations hereinafter mentioned.
2. That the developer is in the process of acquiring adjacent land to the aforesaid plot and will amalgamate the adjacent plot and develop is as one for which the land owner have of no objection.
3. That the Developer will construct the said building as per plan sanctioned by the Competent Authority or any other authority concerned and/or as permissible under the building Bye-Laws of P.R.D.A. and the owner shall have no objection in this regard. It is on that basis this agreement is being entered into by and between the parties hereto.
4. It is further agreed that any minor alteration or revision of the aforesaid plan within the parameters of the Patna Regional Development Authority Building Rules and Regulation, which may become necessary shall not require any further



26/11/11  
Kundan Kumar

approval of the owners and the Developer alone shall be entitled to make such alteration/revision which would be binding on the owners.

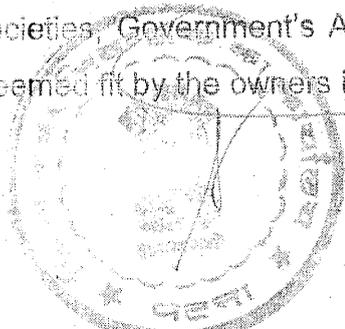
4.1 The owners simultaneously with the execution of this Development Agreement agrees to grant vacant physical possession of the said property of the developer.

4.2 The owners shall, after the execution of this agreement allow every facility to the Developer their staff, Engineers, Architects, workers etc. to enter upon the said property to enable the Developer, to carry out the various developmental works as stipulated in this Agreement.

5. The Developer will construct, complete and give to the owner to 50% (Fifty Percent) of the Super Built- Up area along with proportionate share of Car Parking in the building constructed in aforesaid plot hereinafter called the OWNER'S AREA (as consideration for the proportionate undivided share of said landed property to be conveyed, transferred by the owner to the Developer and or its nominee (s)/ assignees(s).

6. The balance of the total built- up area of the said building (after excluding the said Owner's area as stipulated in clause 4 above) i.e. 50 % (Fifty Percent) shall exclusively belong to the developer and hereinafter be called 'DEVELOPER AREA' to which the Developer alone shall be entitled having constructed the same at its own cost and expenses.

6.1 The owners and their heirs/successors in interest and/or nominee/s shall solely and exclusively be entitled to the owners area and shall have absolute right title and interest or 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 person or persons, Association of persons, firm, Body corporate, Co-Operative societies, Government's Agencies etc. on such terms and conditions as may be deemed fit by the owners individually or collectively.



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10. The owners hereby from the date of this agreement grant exclusive license to the Developer to enter upon the said landed property (more fully described in schedule written hereunder) and to take up and proceed with the development, planning and construction of the building in terms of this Development Agreement and this shall be a license as contemplated in section 60(b) of Indian Easement Act, 1982.

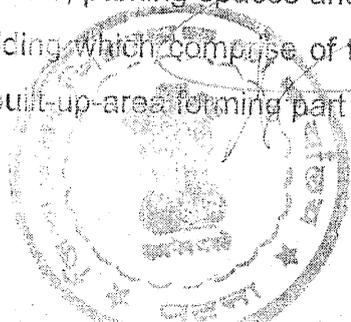
10.1 It is agreed that any Agreement or arrangement made or entered into at any time by the owners in breach of or violation of the terms and conditions of this Development shall be null and void.

10.2 The Owners here by irrevocably undertakes not to sale, dispose off, alienate, charge, encumber, lease or otherwise transfer the said landed property or any part thereof during the currency of this agreement and undertaken not to do any act/s deed/s matter/s or thing/s as shall be in breach of the terms of the Development Agreement save and except putting the said Developer thereon for the purpose of Development pursuant to this Development Agreement. The owners shall at no point of time during the currency of this Development Agreement try to dispose the said Developer from the said property or any part thereof. The owners will take written permission from the Developer in case he wants to dispose off the property.

10.3 The Developer shall develop the said property in its own name and account and at its own cost and shall alone be responsible for the development and construction of the said building and neither the owners nor any person(s) claiming through the owners shall have any right to interfere in the development of the said property.

10.4 As after the date hereof the developer shall be fully entitled to do all acts, deeds and things required for development and construction of the said building at the developer's own cost and expense.

10.5 The Developer shall be entitled to enter into agreement for Sale or otherwise allot flats, parking spaces and other tenements in the Developer's area in the said building which comprise of the total built up area of the said building excluding the built-up area forming part of the owners area.



BALAJI DREAM HOMES PVT. LTD.

Kundan Kumar

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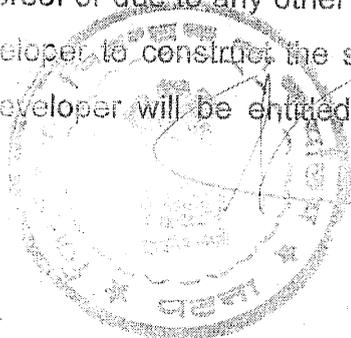
11. During the construction of the said building the developer may be required to create equitable or any legal mortgage of the said land and the construction thereon either in full or in part for obtaining loan for the individual purchasers of flats and parking spaces etc. In such event the owners shall have no objection and they shall join the developer in creation of such mortgage on terms to be mutually agreed. However, the Developer affirm and under take all moneys obtained as loan by pledging/ hypothecating or mortgaging the said property or creating charges on the said building under construction shall be exclusively invested for construction and Development of the said building only and the Owners shall not be liable in any way whatsoever for repayment of such loans which shall be the exclusive responsibility of the Developer.

12. The owners will deliver to the Developer and/or its duly authorized Advocate certified copies/photocopies of all original title deeds, documents, and other papers relating to the said land/property for complete examination of the owner's title thereto and the owners shall answer and/or comply with all reasonable requisitions that may be made by the Developer's and/or its Advocate in this regard to establish a marketable title to the said land/property.

12.1 In case there be any defect in the title of the owners or there be any liability or any encumbrances in such event the developer shall be entitled to have such defects cured and/or liability cleared for and on behalf of the owners and at the Developer's cost and expenses and which shall be re-imbursed by the owners.

12.2 In any event the owners without prejudice to foregoing declaration agree and undertake to remove all obstacles and clear all outstanding doubts or defects, relating to the title of said the property save as herein above provided at its own cost so as ultimately vest the said landed property in the developer or its nominee/s free from all encumbrances and defects.

12.3 In case due to any defect in title of the owners and/or the said property or any part thereof or due to any other reason/s whatsoever, if it will not be possible for the developer to construct the said building or any part thereof then in that case the developer will be entitled to receive back the entire investment and



11/6/21  
14/3/21

expense made by the developer in respect of the aforesaid project proposed to be constructed on the said property.

12.4 All outgoing including Municipal taxes and any other charges in respect of the said landed property shall borne and paid by the owners till the date of handing over of vacant possession of the said landed property and thereafter the same shall be borne and paid by the developer till the delivery of possession of the owner's area to the owners.

12.5 After delivery of possession of the owner's area to the owners all outgoings in respect of the ~~said landed property and the said building~~ thereon shall be borne and paid by the owners and the developer and/or their nominee(s) proportionately in the proportion of their respective shares in the total built-up area in the said building.

13. Upon delivery of possession of the owner's area to the owners by the Developer and subject to the other terms and conditions contained herein before or at such earlier time as may be mutually agreed upon and for this purpose the owners hereby nominates and appoints **BALAJI DREAM HOMES PVT. LTD.** having its Regd. Office at B-34, Magistrate Colony, P.O.-Ashiana Nagar, P.S.-Rajeev Nagar, District- Patna through its Authorized Signatory **SRI KUNDAN KUMAR S/o SRI UPENDRA SHARMA R/o B-34, Magistrate Colony, P.O.-Ashiana Nagar, P.S.-Rajeev Nagar, District- Patna** for the said purpose as his attorney to act, apply for and obtain Income Tax clearance certificate, urban land Clearance and all other permissions and approvals as may be deemed necessary by the developer in this regard for granting such documents of title to the developer and/or its nominee/s.

14. The Developer shall form as it deems best, a co operative Housing Society/Association of Persons/Body Corporate of all the persons owning tenants in the said building. The owners, his nominee/s shall be come member of such an organization formed by the Developer and the owners, his nominees, respective agents servants, licenses, tenants etc. shall be bound abide by the rules and regulations as may be framed by such organization time to time and



Handwritten notes on the right margin: "15/9/11" and "SRI KUNDAN KUMAR S/O SRI UPENDRA SHARMA R/O B-34, MAGISTRATE COLONY, P.O. ASHIANA NAGAR, P.S. RAJEEV NAGAR, DISTRICT PATNA".

20. That it is also agreed that If Map/plan of the further floors are sanctioned by the PRDA/PMC then the same will be Built and divided in the same Proportion as agreed above .

21. The developer shall be responsible for any complaint if arises pertaining to the construction and violation of any rule regulation of P.R.D.A. and if the purchaser of the flats of the developer area or owner area complaints regarding to the construction. Such complaint shall be dealt by the developer and the entire owner's liability, legal liability, penalty, litigation charges etc shall be borne by the developer.

22. That the developer agrees that all the formality pertaining to the construction of building shall be taken by the developer and the developer shall take all the legal steps for the construction of the building and the developer shall take all the sanctioned, permission from the concerned competent authority and if any complication or any fine or penalties imposed by the competent authority for not adhering to the rules and regulation. That fine and penalty will be paid by the developer.

23. All material which will be used for the purpose of construction will be of ISI MARK.

#### SCHEDULE OF PROPERTY

All that piece and parcel of Land measuring an area of approx

#### SCHEDULE OF PROPERTY

All that piece and parcel of Land measuring an area of approx 2607 Sq.Ft.

Situated at Mohalla - Mauza - Mainpur Shankar, P.S. Code-144, Pargana - Phulwari, Tauzi no- 5234 , Khata No- 141, Thana No.24, Survey Plot no.736 (P), within the limits of Patna Regional Development Authority and with the Jurisdiction of District Sub- Registrar office Patna Sadar as bounded as follows:-

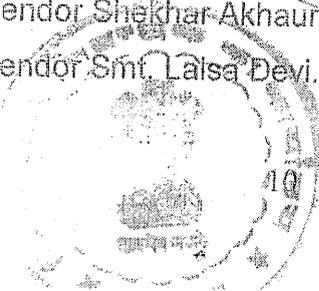
#### BOUNDARY OF LAND:-

NORTH :- Survey Plot No.735(P).

SOUTH :- Aal & Aahar (Road)..

EAST :- Present Vendor Shekhar Akhauri.

WEST :- Present Vendor Smt. Lalsa Devi.



BALAJI DREAM HOMES PVT. LTD.

Kamalan Kumar

15/9/11 DIRECTOR

15/9/11

VALUATION OF LAND

TOTAL AREA- Land measuring an area of approx 2607 Sq.ft. 15.984 Decimal

VALUATION :- Rs. 15,33,000/- (Rupees Fifteen Lac Thirty Three Thousand) only.

IN WITNESS WHEREOF the parties hereto have executed this Development Agreement at PATNA on the 15<sup>th</sup> Day September, 2011 Year first above written.

7181 21 0 91  
15/9/11

**DALAJI DREAM HOMES PVT. LTD.**

*Kundan Kumar*  
15/9/11 DIRECTOR

SIGNED SEALED & DELIVERED BY OWNERS IN THE PRESENCE OF

SIGNED, SEALED BY DEVELOPER IN THE PRESENCE OF

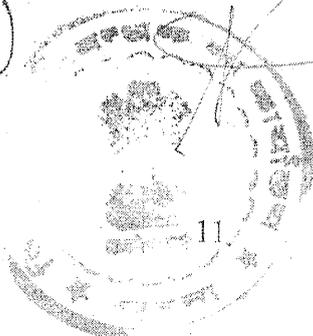
WITNESSES:-

1. Arun Kumar Singh  
S/o Rand Kr. Singh  
R/o New Mainpura,  
Saguna, Danapur, Patna

2. Sashi Kumar Singh  
S/o Kesho Prasad Singh  
Saguna, P.S.-Danapur, Patna.

*Somen Kant Kumar*  
S/o: Sri Shetrugyan Sharma  
Vill. *Musepus Kharsa*  
P.S. - Daudnagar  
Dist: *Dusangabad.*  
(Behar)

*Amit Singh*  
AMIT SINGH  
(Advocate)



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.	30760	Amt. paid by N.J. Stamp Paper -	Rs. 0					
Addl. Stamp duty paid under Municipal Act	Rs.		Amt. paid through Bank Challan -	Rs. 31564					
	Registration Fee		LLR + Process Fee	Service Charge					
FEE PAID	A1	0 C	0 H1b	0 Ka1	0 Lii	0	LLR	0	
	A8	0 D	0 H2	0 K1b	0 Liii	0	Proc. Fee	0	325
	A9	0 DD	0 I	150 K1c	0 Mb	25	Total-	0	
	A10	0 E	250 J1	0 K2	0 Na	54			
	B	0 H1a	0 J2	0 Li	0				
						TOTAL-	479		
Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs.						804			

Date : 15/09/2011

*Registering Officer*  
Patna

Endorsement under section 52

Presented for registration at Registration Office, Patna on Thursday, 15th September 2011 by Sudama Devi W/O-Shri Jamuna Sharma by profession House Wife. Status - Executant

*30/09/2011*  
*15-09-2011*

Signature / L.T.I. of Presentant Date 15/09/2011

*Registering Officer*  
Patna

Endorsement under section 58

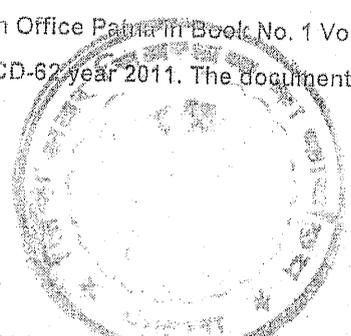
Execution is admitted by those executants and identified by the person ( identified by Samar Kant Kumar age ... Sex M son/daughter of S/O-Shri Shaligram Sharma resident of At-R/O-Add.-Vill-Khaira, Ps-Daudnagar, Po-Araia, Disit.-Aurangabad (Bihar). ) whose names, photographs, fingerprints and signatures are affixed as such on back page / pages of the instrument.

Date : 15/09/2011

*Registering Officer*  
Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book No. 1 Volume No. 403 on page no. 570 - 582 for the year 2011 and stored in CD Volume No.CD-62 year 2011. The document no. is printed on the front Page of the document.



Date : 15/09/2011

*Registering Officer*  
Patna

Token No. 23382 Year - 2011 SL.No. - 23370

SCORE Ver. 2.1

Deed No. 23382 NIC-Bihar

*Handwritten signature/initials*