Sai Indraiya Enclave

Book No. :- 1 Deed No. 23146

Serial No. 24099

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000

बिहार BIHAR

Serial No. 24099

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

This document was presented for registration on 09/09/2013 by Tribhuwan Nath Bariar
A Stamp Duty of Rs. 343000/- and other Fees of Rs. 21500/- has been paid in it.
The document was found admissible. The Names, Photographs, Fingerprints and Signatures of the Executants and their Identifier, who have admitted execution before me, are affixed on the reverse page.
The document has been registered as Deed No. 23146 in Book No. 1, Volume No. 507 on pages from 229 to 248 and has been preserved in total 20 pages in C.D. No. 78 / Year 2013

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

Date: 11/09/2013

Token No: 24685 /2013

SCANNED

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 20th day of August 2013 of the Christian Era:

BETWEEN

SRI TRIBHUWAN NATH BARIAR, son of Late Sadhu Sharan Bariar, resident of Village Bhadaus, P.S. Sheikhpura, Old District

For, M/s Sai Vikash Developers
Arun Kumar
20.8.13
Partner

District Registry Office,Patna

Token Number 24685 . Reg. Year 2013 Serial Number 24099 . Deed Number

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Executant	Tribhuwan Nath Bariar	N/A	N/A	N/A	N/A	N/A	N/A
Sig.							
Presented By	Tribhuwan Nath Bariar						
Sig.	09-09-2013						
Claimant	Arun Kumar Singh.						
Sig.	Arun Kumar Singh 09.09.2013						
Identified By	Sanjiv Kumar Bariar						
Sig.	09/09/2013						



SCORE Ver.3.0 Powered by InfoSystem and Solutions,Patna Biometric Captured By 2800sop001

Munger, New District – Sheikhpura, at present residing at Sharan Niwas, Indira Nagar, Road No.-1, Kankarbagh, Patna-20, Bihar, Indian Citizen, Indian Citizen, Hereinafter called the **LAND OWNER,**

AND

M/S. SAI VIKASH DEVELOPERS, a Partnership firm (Registration no – 48/2007) under the Indian Partnership Act 1932 and having its Office at Ayodhya Apartment, Gound Floor, Sinha Library Road, In front of B.S.S.E.Board's Building, P.S. Kotwali, P.O.G.P.O., Patna-800 001, District Patna (Bihar), through its Partner ARUN KUMAR SINGH, Son of Sri Rajendra Prasad Singh, resident of Flat No. – G/9, SHIV KUNJ APARTMENT, Gandhi Nagar, West Boring Canal Road, P.O. –G.P.O., P.S. S.K.Puri in the Town and District Patna, hereinafter called the **DEVELOPER/BUILDER ;**

For, M/s Sai Vikash Developers
Arun Kumar Singh
20.8.13
Partner

The expressions Owner AND Builder whenever they occur in the body of this Agreement shall mean and include their respective heirs, executors, administrators and assigns unless and until it is repugnant to the contexts of meaning thereof hereinafter referred to as the **OWNER/BUILDER,**

A. The land as fully described in Schedule below of this Development Agreement is self acquired property of the father of said Land Owner namely Sri Sadhu Sharan Bariar and as the father of the said land owner Sri Sadhu Sharan Bariar purchased the same by virtue of a registered Deed of Absolute Sale vide Deed No. 7794 dated 06.06.1973 at District Sub Registry Office, Patna and thus the father of the Land Owner Sri Sadhu Sharan Bariar came in exclusive physical possession over the same and he also mutated his name in the State Revenue Srista and was paying the annual rent to the Govt. of Bihar under Zamabandi No. 89 Ka and thus the rent receipt was being issued in his name. Later-on said Sadhu Sharan Bariar died leaving behind his only one son Sri Tribhuwan Nath Bariar and five Grand sons namely Birendra Nath Bariar, Surendra Nath Bariar, Dhirendra Nath Bariar, Sanjiv Kumar Bariar and Rajiv Kumar Bariar. Thereafter the Land Owner Tribhuwan Nath Bariar and his sons (they are under the Guardianship of their father) got the right, title, interest over the property left by Late Sadhu Saran Bariar and since then the Land Owner is coming

Tribhuwan Nath Bariar
20.8.2013

under peaceful physical possession over the property as fully described in Schedule below of this Development Agreement and the Land Owner also mutated his name before the Circle Officer, Phulwari Sharif and he is regularly paying the annual rent of the land under 89/994 to the Govt. of Bihar through the Circle Officer, Phulwari Sharif (Patna) and as the said sons of the Land Owner also accept the execution of their father as land owner on this Development Agreement after putting their signatures over this Deed as witnesses and hence the Land Owner is fully entitled to execute this Development Agreement absolutely.

B. IT IS FURTHER REPRESENTED AND DECLARED BY THE OWNER.

(i) That the said property is under the exclusive possession of the Land Owner with marketable title and interest, free from all encumbrances to transfer and convey the whole or part of the said property, having a fully marketable title therein.

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

(iii) That no notice or notification for acquisition/requisition under any statutes of the past or present in forces have been received, served or passed by the Patna Regional Development Authority (Now dissolved/ Patna Municipal Corporation/Danapur Nizamat Nagar Palika, [In short P.R.D.A./P.M.C./DNM], Income Tax Department or any other Government Authorities for acquisition or requisition of the said property or any part thereof.

(iv) That there is no attachment either before or after judgment and there is no claims, demands, suits, decrees, injunctions, orders, lispendence, notice, petitions or adjudication order affecting the said property or any part thereof.

(v) That part from the owner and none else is entitled to or has any share, right, title or interest over and in respect of the said property or any part thereof as a partner or partnership or co-parcener or in any other manner whatsoever.

(vi) That neither the Land Owner nor his co-sharers, heirs and successors-in-interest have entered in the past in any other

For, M/s Sai Vikash Developers
Authorised Signatory
20.8.12

20.8.2012

agreement or agreements and agreement for sale or development agreement of the said property or any part thereof nor have made any arrangement with any one whatsoever regarding the said property or any part thereof.

(C) The Land Owner has expressed his desire to get a multistoried residential complex developed and constructed over the said property, as permissible, by a Developer and acquire built-up area therein in shape of residential flats and parking spaces etc., as built, as consideration for the value of lands of the said property when conveyed by the Owner to the Developer.

(D) The Developer has after perusing all the documents of the Land Owner regarding his ownership and title and after having satisfied himself about the same has offered to develop and construct a multistoried building complex at its own cost over the said property of the Land owner after put the signatures of the said sons of the said Land Owner on this Development Agreement as witnesses.

(E) The Land Owner being desirous wanted and agreed to acquire part of the built up area of the said complex in the form of flats etc., as built, as consideration for part of the said land to be conveyed by the Land owner to the developer or its nominee(s) including a co-operative housing society, firm, association of persons, body corporate etc.

AND WHEREAS, as a result of the negotiation between the parties hereto and on the representations and declarations made by them, as 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 PRESENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE -TO AS FOLLOWS:

(1) The Land Owner hereby appoint the aforesaid Developer as the Developer of the said property and irrevocable grants to the Developer, who hereby accepts from the Land Owner the exclusive right, possession and license to develop the said property fully described in Schedule hereunder written in the manner and on the terms, conditions and stipulation hereinafter mentioned.

(2) That the entire area of land given in Schedule of this Development Agreement shall be handed over to the developer for construction of a multistoried building complex within four months

For, M/s Sai Vikas Developers
Arun Kumar - Sri
20.8.13

Tribhuvan Nath Barjar
20-8-2013

after sanctioning the map of the said proposed Multistoried Building complex and the entire cost to be incurred for construction of the same shall be borne by the developer. The developer will construct the proposed building as per the sanctioned building plan of the Patna Municipal Corporation.

(3) That the developer will be exclusively responsible for any accident or incident to be caused during the period of construction and they will be responsible and answerable before the court of law for the same. The Land Owner will not be responsible for the same in any way.

(4) That the entire multistoried building shall be constructed by the developer and the entire cost to be incurred for construction shall be borne by the developer including the cost of sewerage, drainage with all fittings, amenities, electric fittings, water connection, electrification, generator, intercom etc. till the final finishing and completion of the entire building to make them habitable for the Landowner and other in mates of the building.

(5) The name of the proposed multistoried building complex shall be "SAI INDIRALAYA ENCLAVE" as decided by the Developer & Land owner.

(6) That the developer agreed to hand over 50% (Fifty percent) of the total super built up area to the Land Owner in consideration of the cost of land in shape of flats and car parking spaces etc. on prorate basis along with proportionate share 50% (Fifty percent) undivided share with all right, title and interest in the said building for the use and occupation of the Land Owner as absolute owner with all right, absolute title and possession over the same with an exclusive right to transfer, convey, sell, grant lease or otherwise alienate his interest to any person or persons, association of person, firm, body corporate etc. on such terms and conditions as they may deem fit and proper.

(7) That similarly, the developer will retain 50% of the total of the super built- up area in shape of flats and car parking spaces in consideration of cost of construction with an absolute, right, title and interest and may transfer, convey, sell, grant lease or otherwise alienate his interest to any person or persons, association of persons, firms, body corporate etc. on such terms and conditions as they may deem fit and proper. The Land Owner and the developer will have absolute right, title and interest over its/his/their respective shares of built up area.

(8) That it is further agreed by the parties that any alteration in the approved building plan within the parameter of the P.M.C.,

For, M/s Sai Vikash Developers
Partner

Building Rules and Regulations, which may be deemed necessary during or after the sanction of the building plan shall be done by the developer with the prior consent of the Land Owner.

(9) That the developer may alter such changes at own risk and expenses. If any further construction will be made, then the same shall be borne by developer as per the above mentioned share.

(10) That the certificate of the architect regarding measurement of the super built up area, built up area and common service area will be the final and binding upon both the parties.

(11) The Land owner shall, after the execution of this agreement, allow every facility to the Developer, their staffs, Engineers, Architects, workers etc. to enter upon the said property to enable the Developer to carry out various development works as stipulated in this agreement and for that, the Developer/Builder will have no objection nor they will created any hindrances for the same.

(12) That the builder will develop and construct the proposed building with all amenities therein and thereon and will give peaceful vacant possession of the owner's area to the Land owner i.e. First part within 2 years and 3 months grace period from the date after taking the vacant possession of land, in case of any accidental or such happening which are beyond the control of the developer such as fire, tempest, accident, strike and any other act of God and in case of any damage or collapse the building in any natural calamity, the period of the construction of the proposed building will be extended with the consent of land owner.

(13) That the developer shall develop the said property themselves or through any agency, company etc at their own cost and will be responsible for the development of the said land and neither the Land owner nor any persons claiming through the Land owner shall have any right to interfere in the development of the said land, but the developer will use the standard materials as required for the same.

(14) That the Land Owner is entitled to verify and supervise the quality of materials to be used for construction of the building. If the Land Owner find that the materials used for construction is not up to the marks and of good quality, then they should intimate the same to the developer and suggest using better quality of materials and the Developer will replace inferior materials with quality materials and if he does not replace, then the owner can prevent any further construction upon the said land.

For, M/s Sai Vikash Developers
Anil Kumar Singh
20.8.13
Partner

Tribhuvan Nath Bahadur
20-8-2013

(15) The Land Owner shall at no time demand further sum of premium or any interest in any dealing regarding sale of Developer's area and the Land Owner shall, if necessary, execute all such deeds and documents, as may be required by the developer in this regard. However, the stamp duty and all expenses towards registration shall be borne and paid by the purchasers only and in no case by the Land owner.

(16) From ~~the date of delivery~~ of possession of Land owner's area to the Land Owner, the First part/ Land Owner and /or his allottees and the Developer and/or its allottees shall jointly have or be deemed to have undivided right, title and interest over the total land of the said property in the proportion of his respective shares in the said building even without any further act, deed, matter or thing done by the owner in this regard.

(17) The First Part/Land Owner hereby undertakes not to sell, dispose off, alienate, charge, encumber, sublease or otherwise transfer the said land or any part thereof and further undertakes not to do any act(s), deed(s) matter(s) or thing(s) as shall be in breach of terms of this Developer agreement save and except putting the said Developer thereon for the purpose of development pursuant to this Development agreement.

(18) The Developer shall be entitled to enter into agreement for sale or otherwise allot units in the Developer's area in the said constructed building and which does not form part of the Land owner's area whenever required by the Developer.

(19) Similarly the First Part/Land Owner shall be fully entitled to enter into agreement for sale or otherwise allot UNITS comprised in the Land owner's area in the said building and which does not form part of the Developer's area provided they get the Sale deed registered with respect of Schedule property in the name purchaser or purchasers within the stipulated time as mentioned in the agreement for sale or by way of deed of absolute sale under the Bihar Apartment Ownership Act, 2006

(20) That in addition to the right and interest of the Land owner over saleable built up area in the Apartment or Building Complex to be constructed on the said property in terms of this Development Agreement. The Land owner shall also have and enjoy proportionate right over the Super Built up area as well as common facilities provided in the same Apartment or Building Complex.

(21) That the developer may get into agreement or agreements with financial institution or prospective buyer or buyers for

For, M/s Sai Vi... Developers
Arun Kumar Singh
20-8-13
Partner

Tribhuwan Nath Barnar
20-8-2013

constructing the aforesaid Apartment or Building Complex. The developer hereby agrees that all the loans/advances taken for the purpose of developing and they, for which the land Owner will not be responsible in any manner, would repay constructing the Apartment or Building Complex.

(22) That in any case, developer receives loan from any financial institution or takes advances from any prospective flat buyer or buyers or takes loan from any Third Party, in that case such loan or advance shall exclusively be charged on the head and share of the developer and they will alone be responsible for its return including that of interest with which the land owner shall have no concern nor shall be charged on the exclusive share of the land owner.

(23) That this Development Agreement is being registered as per the provision of the Bihar Apartment Ownership Act, 2006 and hence as per section 5 and others the Developer and the Land Owner shall be absolute owner of his respective shares and he will be entitled to sell/transfer his shares separately and for that no Power of Attorney is required under the Bihar Apartment Ownership Act, 2006 and accordingly the Developer is also entitled to sell or transfer his/their shares of the said proposed building complex as absolute owner under section 5 and others of Bihar Apartment Ownership Act, 2006 before the Registering Authority, Patna.

THE DEVELOPER FURTHER UNDERTAKES:

(A) That they will not do any act of commission, commission, expressly or impliedly, directly or indirectly by which the Land owner's right, title and interest over the said property may in any manner be adversely affected until the Developer has given delivery of possession of the Land owner' area to the Land Owner/First Part.

(B) To indemnify the First Part/Land Owner and always to keep them indemnified and harmless in respect of all claims including fee for sewerage, water connection, electric supply connection & other taxes etc., damages, compensation or expenses payable in consequences of any injury or accident sustained by any workman, artisan or invitees or other person whether in the employment of the Developer or not while in or upon the said

property and during the period of construction of the said building thereon.

(C) The First Part/ Land Owner and the Developer do hereby agree that in case & in future, at any time, due to relaxation in the Building bye-laws, if it is possible to construct any extra built-up area beyond the area already sanctioned by the Patna Municipal Corporation, shall be distributed between the First Part/Land Owner and developer in the fifty-fifty (50:50) proportion.

(D) The First Part/Land Owner will deliver to the Developer and/or its duly authorized representative or representatives, certified copies/photo copies of all original title deeds, documents and papers relating to the said property for complete examination of the Land owner' title thereto and the Land owner agree to co-operate with the Developer in such examination of the Land owner' title and to answer and/or comply with all reasonable requisitions that may be made by the Developer and/or its representative in this regard to establish a marketable title to the said property.

(E) In case, because of non availability of original title deed(s) and or defective title deed(s) or there be any liability or any encumbrance on the Land owner, then in such event, the developer shall be entitled to have such defects rectified and/or liability cleared for and on behalf of the Land owner and at the owner's cost and expenses. And the Land owner agrees to indemnify the Developer for all losses including consequential loss arising out of such defect.

(F) The Developer shall be entitled to retain only photo copies/Certified copies of the original documents pertaining to the said property including title deeds etc. however, the original documents will be produced by the First Part/ Land Owner for inspection and the photo copies will be given whenever required by the Developer. However, finally all the original documents shall be handed over to the owner's society/ Association of /allottees of UNITS.

(G) In any event the developer without prejudice to forgoing declarations, agree and undertake to remove all obstacles and clear all outstanding, doubts or defects, relating to the title of the property at the Land owner cost and expenses so as to ultimately vesting the said land/property in the Developer or its nominees free from all encumbrances and defects.

(H) The Developer and Land owner may form as it deems proper, a Co-operative Housing society/Association of person,

For, M/s Sai Vikash Developers
Partner

body corporate etc. for maintenance of common services of the building. And in due course the unit Land owner and his nominee(s) shall become members of such an organization formed by the Developer and the unit Land owner and his nominees, respective agents, servants, licenses, tenants etc. shall be bounded to abide by the rules and regulations as be formed by the developer or the organization from time to time and they shall be bound to contribute towards the costs of formation of such organization as well as to pay the regular maintenance charges as be fixed and revised from time to time by the developer with the consent of Owner's Society/Associations for the maintenance and management of the entire building complex.

(I) The nominee/s of the developer shall own and hold possession of the building comprised in the developer's area according to the standard Agreement finalized by the Developer, the Land owner and its nominees(s) shall be bound to hold and own possession of the owner's area in the said building on the same terms and conditions as be contained in the aforesaid standard Agreement and to execute similar Agreement.

(J) The common area shall jointly be owned by all the Unit Land Owner of the said building with equal entitlements to use all common areas and facilities extended for utilization by the occupants of the said building on the said terms and conditions applicable to all, for such utilization. No Unit Land Owner/s of any part of the said building will have any exclusive right, title and interest over the common areas and common facilities except the right of common use.

(K) The First Part/Land Owner agrees that if any levy is imposed by Patna Municipal Corporation or any other public body or bodies or the Government for the development/betterment of the area in which the said property is located or any other levy become applicable on the said land or the building thereon, then the same shall be paid by the First Part/Land Owner and the Developer (or its allottees) jointly in the same proportion as his respective shares of super built up area in the said building.

(L) The Developer agree that in case any fine or penalty/fee/fine to be imposed on the said building for any alleged deviation from the sanctioned plan, resulting in any excess construction of the super built up area or change within the bye-laws, then the same shall be borne and paid by the Developer.

For, M/s Sai Vinayak Developers
Partner

(M) That it is agreed that in all transfer/conveyance of land and/or super built up area, the purchaser(s) transferee(s) shall bear the cost of stamp duty, registration fee and other registration charges/expenses etc.

(N) That the First part/Land Owner agrees and undertake that in case of any dispute or litigation by person(s) claiming to be the co-sharer or content in Schedule property or claiming his/their right, title and interest through the Land owner relating to the right, title and interest regarding the Schedule property of this Deed and on going construction and development activities shall not be stopped or affected in any manner and the same shall be matter of the Second Part/Developer and the Land owner/First Part shall keep the developer indemnified and development activities shall be free from all hindrance(s) so that the project may be completed in time and in the larger interest of investment made investor's interest involved and factor of cost escalation.

(O) That the Builder/Developer paid to the said Land-owner and his said sons, a sum of Rs.21,00,000/- (Rupees twenty one lac) only as non-refundable amount by difference cheques and by cash as details in Mode of Payment below hereunder this Deed..

(O) That the entire cost to be incurred for registration of this Development Agreement shall be borne by the Developer and the First Part/Land owner will have no concern with that.

(P) That in case, the developer fails to complete the said building complex within 2 years and 3 months grace period after taking the vacant possession. If the Builder/Developer will not complete the proposed building complex within 2 years and 3 month grace period and then the land owner will provide six month next period on the terms of compensation of Rs.5000/- (Rupees five thousand) only each flat from the Builder/Developer upto the next six months and in case the said proposed building complex will or shall be not completed by the builder/Developer within the 2 years and 3 months grace period plus 6 months next period and then this agreement may be cancelled and if the P.M.C. authority will or shall not sanction the plan upto G+4 and thus the said Land owner will liable to return the said non refundable amount to the Developer/Builder without any hindrances and obstruction and this Development Agreement will be terminated and cancelled.

M/s SAI VIKASH DEVELOPERS
Partner
20.8.13

20.8.2013

(Q) That in case of any dispute or differences between the parties arising out of relating to this Development Agreement and Agreement for sale, the same shall be settled by reference of the dispute or differences to the arbitrator appointed by mutual consent of both the parties and such arbitration shall be conducted under the provisions of the Arbitration & Conciliation Act, 1996 as amended from time to time at Patna.

(R) That only court of Patna shall have the exclusive jurisdiction over all the matters of dispute arising in respect of and from this agreement.

M/s SAI VIKASH DEVELOPERS
Partner

SCHEDULE

DESCRIPTION OF THE PROPERTY

All that the peace and parcel of 12.5 Decimals vacant land i.e. equal to 5444 Sq.ft. or 4 Kathas out of 17 Kathas towards Western side, situated at Mauza – Pakari Dushadi alias Pakari Khodánakhas, at present so called Mohalla –East Indra Nagar, (MVR-350) Survey Thana Phulwari, old P.S. Phulwari, at present P.S. Kankarbagh and Pargana – Azimabad, Sub Registry Office, District Sub Registry Office and District – Patna, under Thana No. – 25 (Twenty five), appertaining to Tauzi No. – 355 (three hundred fifty five), Khata No. 7 (seven) and Part of Cadastral of Survey Khesra No. – 121 (One hundred Twenty one) and annual rent of Rs. 1/- beside cess payable to the Circle Office, Phulwari, under Zamabandi No. – 89/994 which is within the area of Patna Municipal Corporation, Under Ward No. – 33 and same is bounded follows:-

North : C.S. Plot No. 120 and approached road.

South : Alang now approached road.

East : Rest area of the same C.S. Plot No. 121

West : C.S. Plot No. 119 heirs Tufani Gope.

Tribhuwan Nath Bariar
20.8.2013

VALUATION OF THE SAID PROPERTY IS RS 1,50,00,000/- AS PER GOVT.VALUE.

MODE OF PAYMENTY OF RS.21,00,000/- AS NON-REFUNDABLE AMOUNT.

1.	On 19.8.2013 By Cheque No.000262 of Bank of Baroda, Patna Main Branch,Frazer Road,Patna	Rs. 3,00,000.00
2.	On 20,8,13 By Cheqdude No.472755 of Canara Bank, Budh Marg, Patna	Rs. 3,50,000.00
3.	On 20,8,2013 By Cheque No.472756 of Canara Bank, Budh Marg, Patna	Rs. 3,50,000.00
4.	On 20.8.2013 By Cheque No.472757 of Canara Bank Budh Marg, Patna	Rs. 3,50,000.00
5.	On 20.8.2013 By Cheque No.472759 of Canara Bank, Budh Marg, Patna	Rs. 3,50,000.00
6.	By Cash	Rs. 50,000.00
	Total	Rs.21,00,000.00

M/s SAI VIKASH DEVELOPERS
Partner

FEATURES AND SPECIFICATION OF DELUX FLATS

(1) **Foundation** : R.C.C. Foundation.

(2) **Structural** : R.C.C. frame structure, Earthquake Resistant.

(3) **Civil Work** : **Class-I** Brick work in 1:5 cement mortar.

(4) **Flooring** : Marble/Vitrified tiles

(5) **Toilets** : Glaze tiles up to 7' ft. height with shower, wash basin, water closet, white cisterns made of PVC in all toilets. Sealed C.P.V.C. Pipes with hot and cold arrangement. The flooring in bath rooms, toilets will be cast-in- situ anti skid flooring along with proper water Proofing.

(6) **Kitchen** : Working platform of Granite top with stainless steel sink, glazed tiles dado up to 3' height above working top.

(7). All tap fittings will be of chromium plated brass. ISI filling, kitchen mush have hot water supply over sink. Sinks Size 9"x24" in each Flats.

(8) DOORS & WINDOWS:

1. All doors and chaukhat will be made of Sal Wood and door shutters will be of water proof flush door and Main door shutter decorative.
2. Window Aluminum frames with smock glass Transparent fitted with M.S. square bars grill will be finished with enamel paint over primer.

(9) WALLS:

1. All internal walls Cement plaster along with proper coating of plaster of Paris ceiling with Cornish/corbelling and finished with O.B.D.aw`
2. External wall will be properly Cement plastered along with proper coating of water proof wall Putties and painted with weather coat.

(10) PLUMBING AND WATER LINES:

All concealed plumbing for supply water will of CPVC pipes and external soil or waste water lines will be PVC pipe in a two stack system with geyser line connection in bath room.

(11) ELECTRICITY SUPPLY AND WIRING:

1. Wiring will be of copper, concealed and suitable for Single phase supply. The actual supply may be of single - phase in accordance with rules and regulations of Bihar State Electricity Board in force at the time the complex or energized by them.
2. Each flat will be provided with a separate meter located on the main electrical panel board. A separate meter(s) for common services will be provided on main electrical board.
3. All bed rooms, living and dining areas shall have two 5th Amp plug point, 2 light points, one fan point, One-Air conditioner plug point. One 15A

M/s SAI VIKASH DEVELOPERS
Partner
20.8.13

Authorised Signatory
20.8.13

plug point will also be provided in kitchen and toilet.

4. Sound less of high quality Generator facilities.
5. Intercom connection.
6. If any extra facilities provided in the building will be on extra cost to be open clearly by the builder.

(12) **TELEPHONE AND T.V. CABLES:**

1. Telephone cable will be provided from each flat up to common junction point (tag block) at the gate or other suitable location no. wires will be drawn over this stretch.
2. Individual Television cables will be provided through concealed conduits for FLAT TO COMMON POINT.

Note: All specification, size and layout etc. are subject to minor variation, addition alteration by the company upon suggestion of its consultants. Any features not included in this list but desired by a flat owner may be given at company's discretion at additional cost.

(13) **AMENITIES:**

Lift : Suitable lift to carry 5 passengers.

(14) **WATER:**

24 hrs. water supply will be provided to all the flats or common areas from own central boring systems as per the design of PHED consultant with Submersible pumps.

(15) **SEWERAGE:**

Suitable arrangement for rain storm and soil water disposal shall be provided as per the design of PHED.

(16) White ant treatment will be carried out at the time of earth work itself by the Builder/Developers/Company.

(17) Top of Roof of Building will be properly Water/Heat Proof.

(18) Fire facilities will be provided common/electrical fire.

(19) Generator back up must be at least 300 walls in each flats.

(20) Ground floor will be covered with red checkered tiles.

M/s SAI VIKASH DEVELOPERS
Partner
20.8.13

Trishuran Nath Bonier
20.8.2013

IN WITNESS WHEREOF, THE aforesaid land owner and the Developer executed this Deed of Development Agreement in favour of each other in their good health and mind after having read and understood the contents of this Deed on the day, month and year aforementioned on the first in presence of the witnesses.

WITNESSES:

1. Bireda Nath Bariar
S/o Sri T. N. Bariar
SHARAN NIWAS, Indira Nagar
Kankarbagh, Patna-20 20/8/13
2. Sunendra Nath Bariar
Indira Nagar, Road No: 1
K. Bagh, Patna-20
S/O Sri, T. N. Bariar 20.8.13
3. Dhirendra Nath Bariar 20/8/13
S/o Sri T. N. Bariar
Indira Nagar, Road No-1
Kankarbagh, Patna-20
4. Sanjiv Kumar Bariar 20/08/2013
S/o Sri. T. N. Bariar, Sharan
Niwas, Indira Nagar Road No. 1
Kankar Bagh, Patna-20
5. Rajiv Kumar Bariar
S/O SRI T. N. BARIAR, INDIRA NAGAR, ROAD NO-1
SHARAN NIWAS, KANKAR BAGH, PATNA-20 20-8-13
6. Nitish Kumar 20/8/2013.
S/o Late Lalchan Lal.
B-301 Kapildeo Kunj
West Anand Puri
Boring Canal Road.
Patna-1

Bireda Nath Bariar 21/8/2013

SIGNATURE OF THE LAND OWNER

For, M/s Sai Vikash Developers
Arun Kumar 20.8.13
Partner

SIGNATURE OF THE DEVELOPER AS DIRECTOR FOR AND ON

Typed By:

(Amarjit Kumar)
Rajendrapath, Patna

Drafted By:-

20/8/2013

(Ramanand Pd. Keshri), M.A., LL.B.,
Advocate
Collectorate Bar Association, Patna

Endorsement of Certificate of Admissibility

...issible 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. 343000/-**	Amt.Paid By N.J Stamp Paper	**Rs. 1000/-**
Addl.Stamp duty paid under Municipal Act	**Rs. 0/-**	Amt.paid through Bank Challan	**Rs. 363500/-**

Registration Fee

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

LLR + Proc Fee		**Service Charge**
LLR	0	500
Proc.Fee	0	
Total	0	

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 21500

Registering Officer
Patna

Date: 09/09/2013

Endorsement under section 52

Presented for registration at Registration Office, Patna on Monday, 09th September 2013 by Tribhuwan Nath Bariar S/O- Late Sadhu Sharan by profession Others. Status - Executant

Tribhuwan Nath Bariar
09-09-2013

Signature/L.T.I. of Presentant **Date:09/09/2013**

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Sanjiv Kumar Bariar' age '41' Sex 'M', 'S/O- Tribhuwan Nath Bariar', resident of 'East Indra Nagar, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 09/09/2013

Token No. : 24685 **Year : 2013** **S.No. : 24099** **SCORE Ver.3.0** **Deed No . :**

जमापर्ची/Pay-in-slip नकद/अंतरण/ CASH/TRANSFER

भारतीय स्टेट बैंक
State Bank of India

शाखा/Branch

दिनांक/Date 8/9/2013

खाते का प्रकार : बचत बैंक/चालू खाता/आवर्ती जमा/कैश क्रेडिट/सावधि ऋण/Type of Account : SB / CA / RD / CC / TL

खाता सं० A/c. No. 0 1 1 0 4 9 2 5 4 0 4 1

के बैंक खाते में जमा करने हेतु/For the credit of the Bank Account of [illegible]

नकद/चेकों के विवरण/पर्ची की दूसरी ओर Details of Cash/Cheques/Overleaf	राशि/Amount रु०/Rs. पै०/P
खाते में नकद जमा/Cash Deposit in the account	500
नकद खरखाव शुल्क/Cash Handling charges	
कुल जमा/Total Deposit	500
रुपये (शब्दों में)/Rupees (in words)	

(कार्यालय उपयोग हेतु/FOR OFFICE USE)

एस.डब्ल्यू.ओ./SWO

रोकड़ अधिकारी/पासकर्ता अधिकारी Cash Officer/Passing Officer

New Sahni-Code No. 596/2005964-5 Lakhs

अन्दर मो० ..... शब्दों में (रू० .....)

चतुर्थ प्रति **बिहार सरकार**

(जमाकर्त्ता कार्यालय हेतु) **निबंधन विभाग** गैर मानक

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

1. पक्षकार का नाम/पता [illegible]
   (जिसकी ओर से जमा किया जा रहा है) [illegible]
2. दस्तावेज का प्रकार [illegible]
3. निबंधन कार्यालय [illegible]
4. बैंक का नाम एवं शाखा [illegible]
5. भुगतान की जानेवाली राशि का विवरण.....

क्र०सं०	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 इकाई-7549 सकल प्राप्तियाँ विपत्र कोड-R0030021030001	3,42,000
(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 इकाई-7549 सकल प्राप्तियाँ विपत्र कोड-R0030031040001	20,000 1,000 21,000
(ग)	भूस्वामी शुल्क-मुख्य शीर्ष-0029 भू राजस्व लघु शीर्ष-800-अन्य प्राप्तियाँ-उप शीर्ष-0006 अन्य मदें-प्राथमिक इकाई-7549 भूमि निबंधन शुल्क से आय विपत्र कोड-R0029008000006	X
	भुगतान का माध्यम : नगद/चेक/ड्राफ्ट कुल राशि शब्दों में..... कुल योग	3,63,000

जमाकर्त्ता का नाम एवं हस्ताक्षर

स्थान.....

तारीख.....

चेक/ड्राफ्ट का विवरण पीठ पर अंकित कर दें।

चेक/ड्राफ्ट की राशि अन्तरित होने के पश्चात ही मान्य होगी।

FOR USE OF THE BANK

स्क्रौल नं०.....तारीख.....

संख्या 05 में दिए गये विवरण के अनुसार [illegible]

शब्दों में.....

प्राधिकृत पदाधिकारी का हस्ताक्षर एवं मुहर

निबंधन हेतु सर्विस चार्ज जमा करने का विवरण

राशि रू० ...../शब्दों में..... [illegible] :

जमा करने की तिथि :

बैंक स्क्रौल सं०

बैंक की प्राप्ति एवं मुहर

AVINASH KUMAR
ID NO. [illegible]
8 7 SEP 2013
J. No.
Q. No.
CASH/REMITTANCE/TRANSFER

MOI 8