Serial No. 37259 Book No. :- 1 Deed No. 31365

Serial No. 37259 Deed No. 31365

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

This document was presented for registration on 15/12/2012 by Sanjeev Kumar (Dr. Dir.)
A stamp duty of Rs. 2187100/- and other fees of Rs. 1254/- 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. 31365 in Book No. 1, Volume No. 611 on pages from 541 to 578 and has been preserved in total 38 pages in C.D. No. 95 / Year 2012

बिहार सरकार

SCORE 3.0

Date: 15/12/2012 **Token No: 38221 /2012**

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

38221/12

SCANNED

Signed by Akhilesh Dg

Gardenia Newtech Developers LLP.
15/12/12
Authorised Signatory

DEVELOPMENT AGREEMENT

This Development Agreement is executed at Patna on this 15th day of Dec, 2012.

BETWEEN

Ramanand Maxlife Infrastructure Private Limited formerly known as Assotech Ramanand Healthcare Private Limited CIN-U85110DL2009PTC195903 (having the following share holding:- Ramanand Healthcare (P) Ltd. 38% equity shares, Manak Buildcon Projects (P) Ltd. 31%

Ramanand Maxlife Infrastructure Pvt. Ltd.
15/12/12
Authorised Signatory

Endorsement of Certificate of Admissibility

Admissible under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I-A, No. '05'. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act	Rs. 2187100/-	Amt.Paid By N.J Stamp Paper	Rs. 0/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 2188354/-

Registration Fee

FEE PAID												
	A1	0	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	250	J1	0	K2	0	Na	54
	B	0	H1a	0	J2	0	Li	0		
									TOTAL-	304

LLR + Proc Fee		Service Charge
LLR	0	950
Proc.Fee	0	
Total	0	

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 1254

Registering Officer
Patna

Date: 15/12/2012

Endorsement under section 52

Presented for registration at Registration Office, Patna on Saturday, 15th December 2012 by Sanjeev Kumar (Dr. Dir.) S/O-Sri Ramanand Prasad Singh by profession Others. Status - Executant

Sanjeev Kumar 15/12/12

Signature/L.T.I. of Presentant **Date:15/12/2012**

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Mukesh Kumar Roy' age '45' Sex 'M', 'S/O-Manager Roy', resident of 'C-52, P.C.Colony, Kankarbagh, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 15/12/2012

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 611 on pages on 541 -578 , for the year 2012 and stored in CD volume No. CD-95 year 2012 .The document no. is printed on the Front Page of the document.

Registering Officer
Patna

Date : 15/12/2012

Token No. : 38221 Year : 2012 S.No. : 37259 SCORE Ver.3.0 Deed No . : 31365

28002012121200 39

जमा पर्ची/Pay-in-slip नकद/अंतरण/CASH/TRANSFER

भारतीय स्टेट बैंक
State Bank of India

Patna शाखा/Branch

दिनांक/Date 12-12-2017

खाते का प्रकार : बचत बैंक/चालू खाता/आवर्त्ती जमा/कैश क्रेडिट खाता/सावधि ऋण खाता सं०/Type of Account : SB / CA / RD / CC / DL / TL A/C. No.

0	1	1	0	4	9	7	5	4	0	4	2

के बैंक खाते में जमा करने हेतु/For the credit of the Bank Account of Pcpfc Limited

नकद/चेकों के विवरण पर्ची को दूसरी ओर/ Details of Cash/Cheques/Overleaf)	राशि/Amount रु०/Rs.	पै०/P.
खाते में नकद जमा/Cash Deposit in the account	700	
नकदी रखरखाव शुल्क/Cash Handling charges		
कुल जमा/Total Deposit	700	

रुपये (शब्दों में) / Rupees (in words) Seven hundred only

(कार्यालय उपयोग हेतु / FOR OFFICE USE)

एस.डब्ल्यू.ओ./ S.W.O. नकद अधिकारी / पासकर्त्ता अधिकारी Cash Officer/Passing Officer

CASH RECEIVED

Code 596 / 2005964 ORIENTAL

28002012121500 6

जमा पर्ची/Pay-in-slip नकद/अंतरण/CASH/TRANSFER

भारतीय स्टेट बैंक
State Bank of India

Patna शाखा/Branch

दिनांक/Date 15-12-2017

खाते का प्रकार : बचत बैंक/चालू खाता/आवर्त्ती जमा/कैश क्रेडिट खाता/सावधि ऋण खाता सं०/Type of Account : SB / CA / RD / CC / DL / TL A/C. No.

0	1	1	0	4	9	7	5	4	0	4	2

के बैंक खाते में जमा करने हेतु/For the credit of the Bank Account of Patna Circle

नकद/चेकों के विवरण पर्ची को दूसरी ओर/ Details of Cash/Cheques/Overleaf)	राशि/Amount रु०/Rs.	पै०/P.
खाते में नकद जमा/Cash Deposit in the account	252	
नकदी रखरखाव शुल्क/Cash Handling charges	1	
कुल जमा/Total Deposit	9500	

रुपये (शब्दों में) / Rupees (in words) Nine hundred forty one only

(कार्यालय उपयोग हेतु / FOR OFFICE USE)

एस.डब्ल्यू.ओ./ S.W.O. नकद अधिकारी / पासकर्त्ता अधिकारी Cash Officer/Passing Officer

CASH RECEIVED

Code 596 / 2005964 ORIENTAL

28002012121200 39

अन्दर मो०----------शब्दों में (रू०----------) मात्र

चतुर्थ प्रति
जमाकर्त्ता हेतु

बिहार सरकार
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 Gardenia Newtech developers LLP (जिसकी ओर से जमा किया जा रहा है 5th floor Kadhyap Shailja Tower
2. दस्तावेज का प्रकार Dev. Agreement Kankarbagh Patna.20
3. निबंधन कार्यालय PATNA
4. बैंक का नाम एवं शाखा STATE BANK OF INDIA
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 101- दस्तावेजों पर स्टाम्प शुल्क लगान-उप शीर्ष 0001-सकल प्राप्तियाँ प्राथमिक इकाई 75 49 सकल प्राप्तियाँ विपत्र कोड-R0030021030001	21,84,100
(ख)	निबंधन शुल्क-मुख्य शीर्ष-0030-स्टाम्प एवं पंजीकरण शुल्क उप मुख्य शीर्ष-03 पंजीकरण शुल्क, लघु शीर्ष-104 दस्तावेजों का पंजीकरण शुल्क-उपशीर्ष-0001, प्राथमिक इकाई 75 49 सकल प्राप्तियाँ विपत्र कोड -R0030031040001	250 54 304
(ग)	भूस्वामी शुल्क - मुख्य शीर्ष-0029- भू राजस्व लघु शीर्ष- 800- अन्य प्राप्तियाँ - उप शीर्ष - 006- अन्य मदें - प्राथमिक इकाई- 75 49 भूमि निबंधन शुल्क से आय विपत्र कोड-R0029008000006	—
	भुगतान का माध्यम : नगद/चेक/ड्राफ्ट, कुल योग Twenty one lac eighty seven thousand four hundred four only कुल राशि शब्दों में	21,87,404-00

स्थान Pat

तारीख 12-12-17

* चेक/ड्राफ्ट का विवरण मुख्य रसीद के पृष्ठ पर दें।
* चेक/ड्राफ्ट की राशि अंकित होने के पश्चात ही पारित होगा।

INITIAL

FOR USE OF THE BANK

12 DEC 2017

जमाकर्त्ता का नाम एवं हस्ताक्षर Shaibam.

स्क्रॉल नं० ---------- तारीख ---------- उपयुक्त कालम संख्या 05 में दिए गए विवरण के अनुसार ---------- शब्दों में ----------

प्राधिकृत पदाधिकारी का हस्ताक्षर एवं मुहर

निबंधन हेतु लोगस स्थानांतरण करने का विवरण

O/C. PCPFC LTD

CASH RECEIVED / CASH PAID

राशि - रू० ---------- एस्को लेखा सं० :

जमा करने की तिथि :

बैंक स्कौल सं० :----------

बैंक की प्राप्ति एवं मुहर

9334488017

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

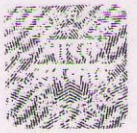
MUKESH KUMAR ROY

MANAGER ROY

04/03/1967

Permanent Account Number
AEHPR6357L

Signature

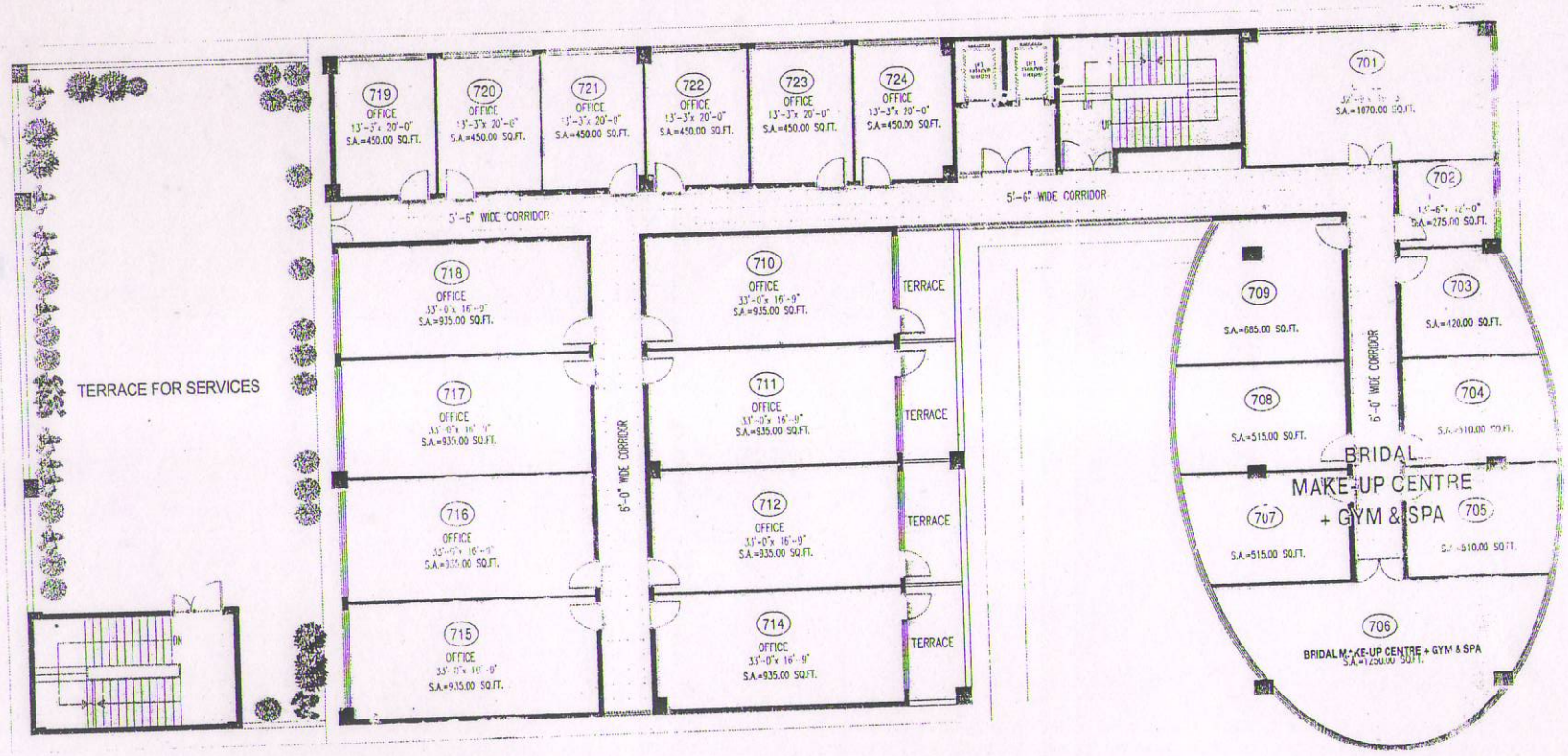




22012011

Mukesh Kumar Roy
S/o Manager Roy
CB-52 P.C. Colony
Kankerbagh, Patna-20
Age - 45 yrs

The Ultimate [illegible] & Movie Experience



Gardenia Newtech Developers LLP.
Authorised Signatory

Ramanand Maxlife Infrastructure Pvt Ltd.
Authorised Signatory

Gardenia gravity

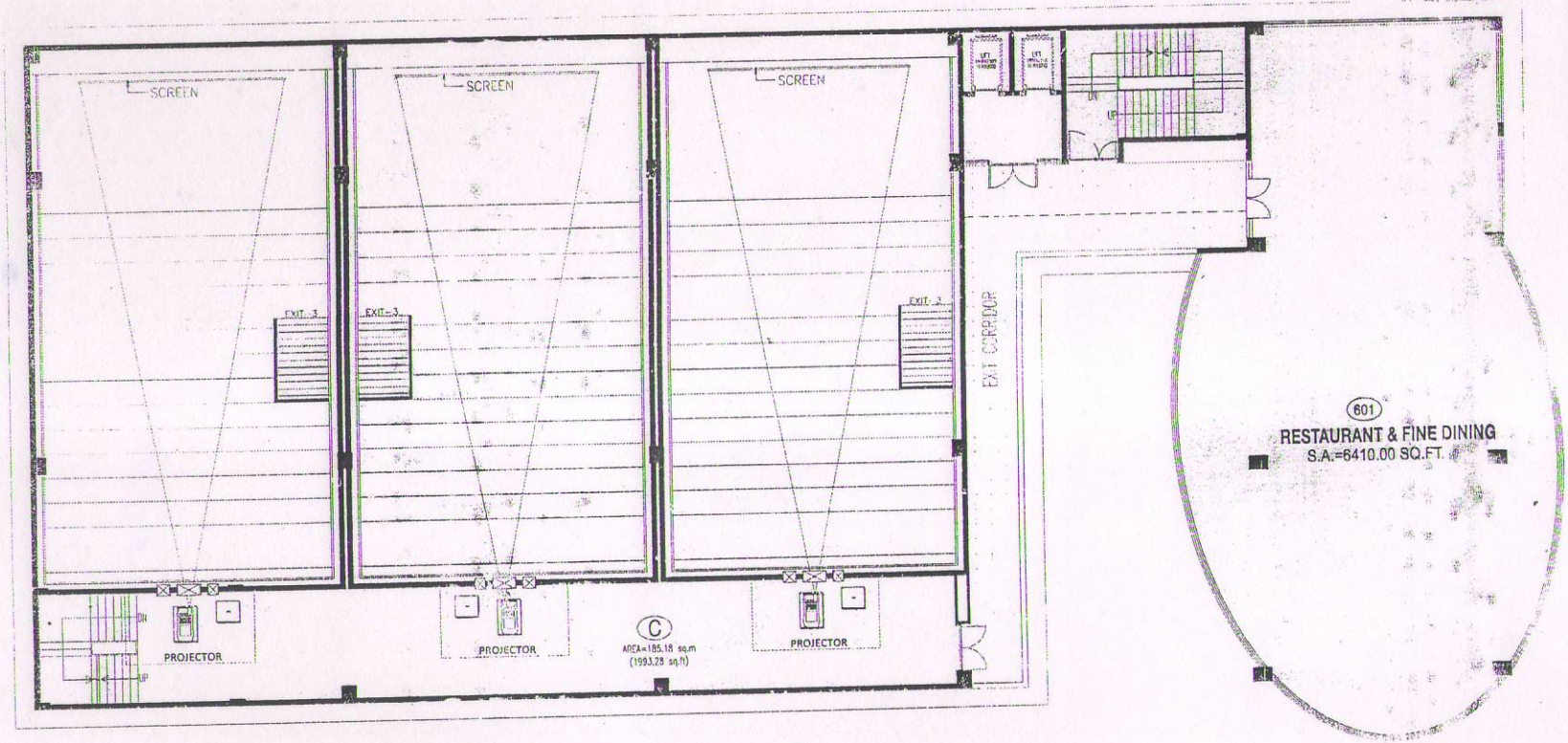
PART OF PLOT NO. 294 PURANA BYE-PASS ROAD,
MAUZA LOHANIPUR, KANKARBAGH, PATNA-20

GARDENIA NEWTECH DEVELOPERS LLP.
502, 5th FLOOR, KASHYAP SHAILJA TOWER, KANKAR BAGH, PATNA-20
PH. NO. 8507787639, 8083075909

SEVENTH FLOOR PLAN

gp ARCHITECTS

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15/12/12
Authorised Signatory

Ramanand Maxlife Infrastructure Pvt Ltd.
15/12/12
Authorised Signatory

Gardenia gravity

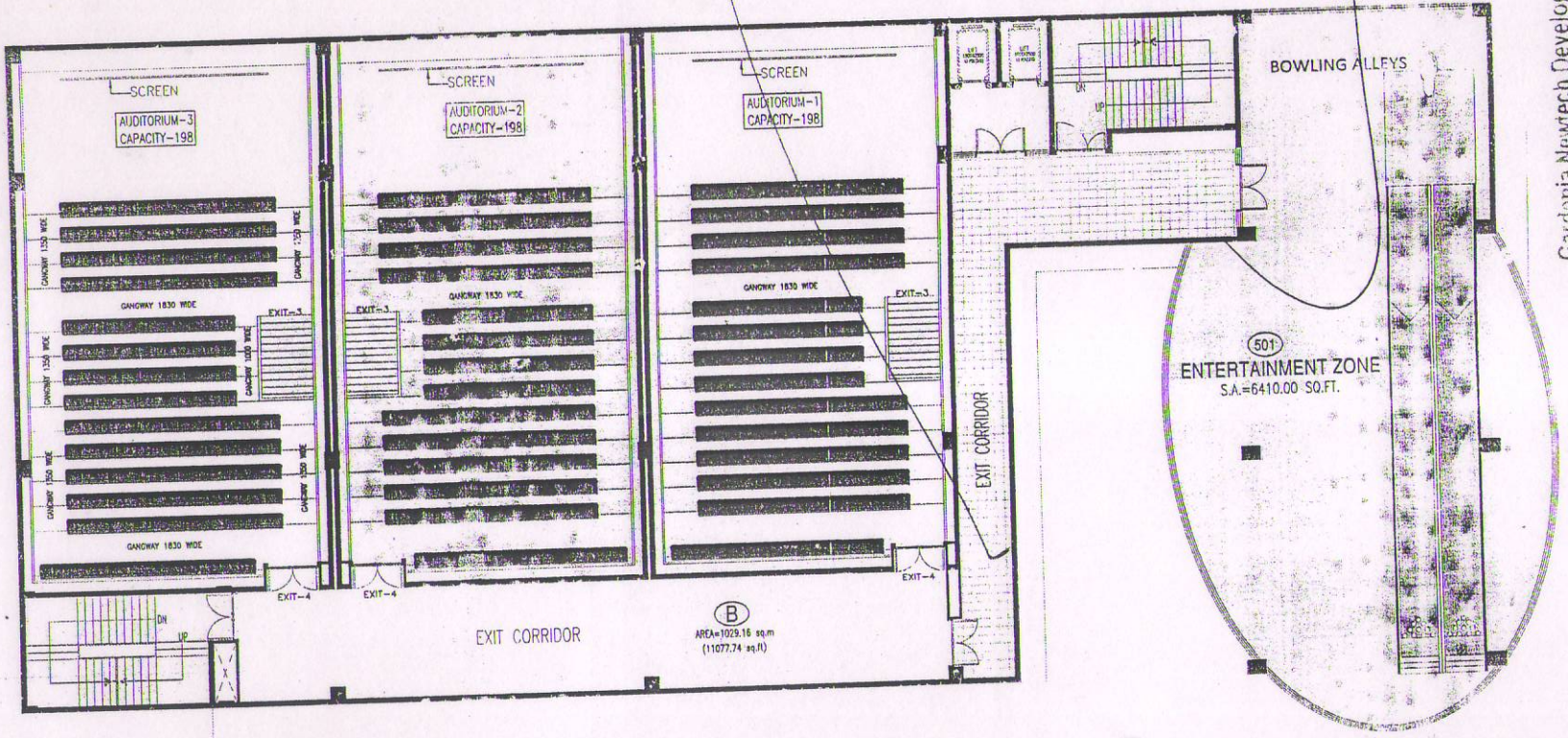
PART OF PLOT NO. 294 PURANA BYE-PASS ROAD,
MAUZA LOHANIPUR, KANKARBAGH, PATNA-20

GARDENIA NEWTECH DEVELOPERS LLP.
502, 5th FLOOR, KASHYAP SHAILJA TOWER, KANKAR BAGH, PATNA-20
PH. NO. 8507787639, 8083075809

SIXTH FLOOR PLAN

AJP ARCHITECTS

The Ultimate Shopping & Movie Experience



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15/12/12
Authorised Signatory

Ramanand Maxlite Infrastructure Pvt Ltd.
15/12/12
Authorised Signatory

Gardenia gravity

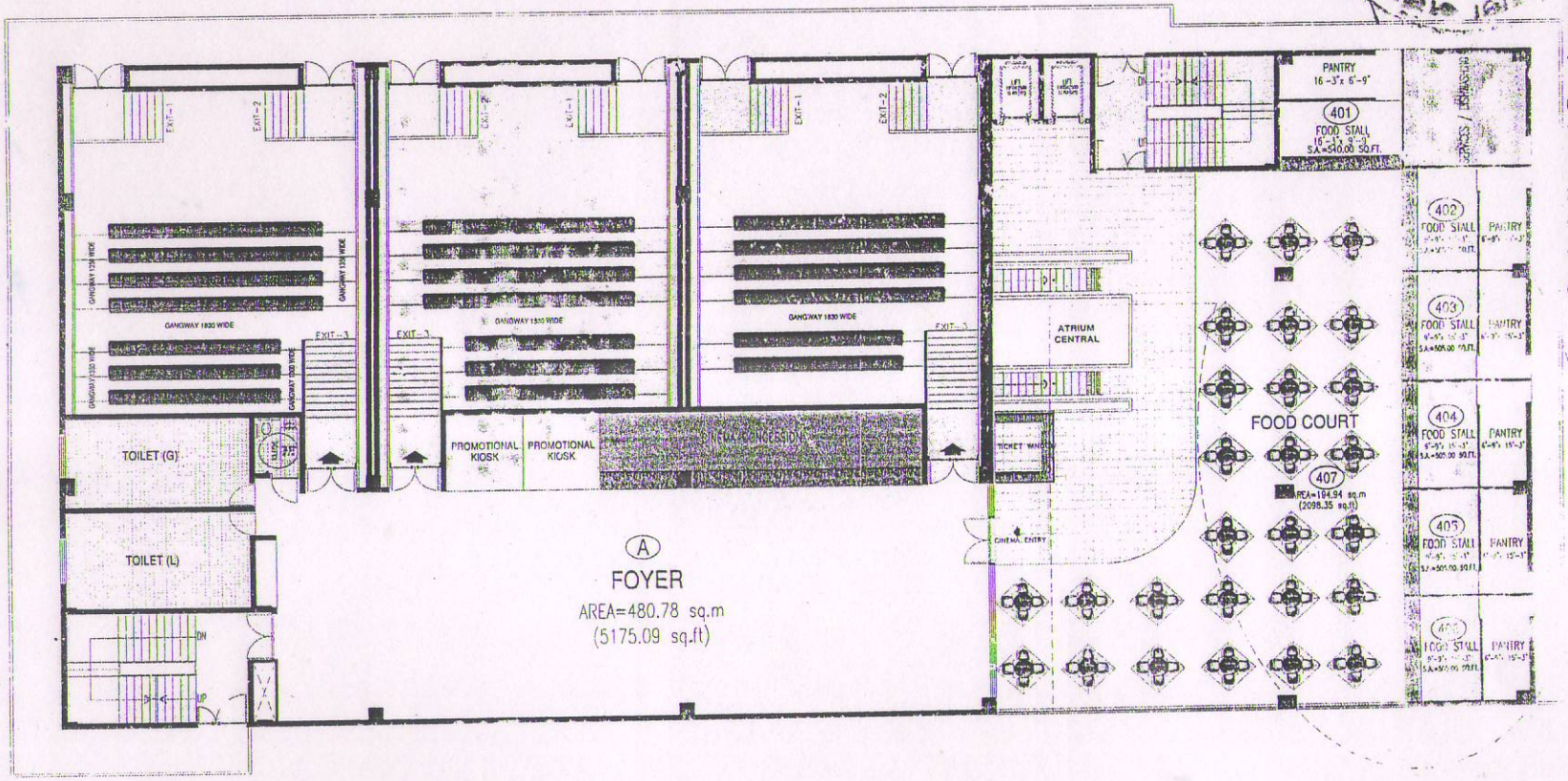
PART OF PLOT NO. 294 PURANA BYE-PASS ROAD,
MAUZA LOHANIPUR, KANKARBAGH, PATNA-20

GARDENIA NEWTECH DEVELOPERS LLP.
502, 5th FLOOR, KASHYAP SHARJA TOWER, KANKAR BAGH, PATNA-20
PH. NO. 8507787639, 8083075999

FIFTH FLOOR PLAN

ARCHITECTS

The Ultimate ... Experience



Gardenia Newtech Developers LLP.
Authorised Signatory
15/12/12

Ramanand Maxlife Infrastructure Pvt Ltd.
15/12/12
Authorised Signatory

Gardenia gravity

PART OF PLOT NO. 294 PURANA BYE-PASS ROAD.
MAUZA LOHANIPUR, KANKARBAGH, PATNA-20

GARDENIA NEWTECH DEVELOPERS LLP.
502, 5th FLOOR, KASHYAP SHAILJA TOWER, KANKAR BAGH, PATNA-20
PH. NO. 8507787639, 8083075009

FOURTH FLOOR PLAN

ARCHITECTS

Gardenia Avenue

The Ultimate

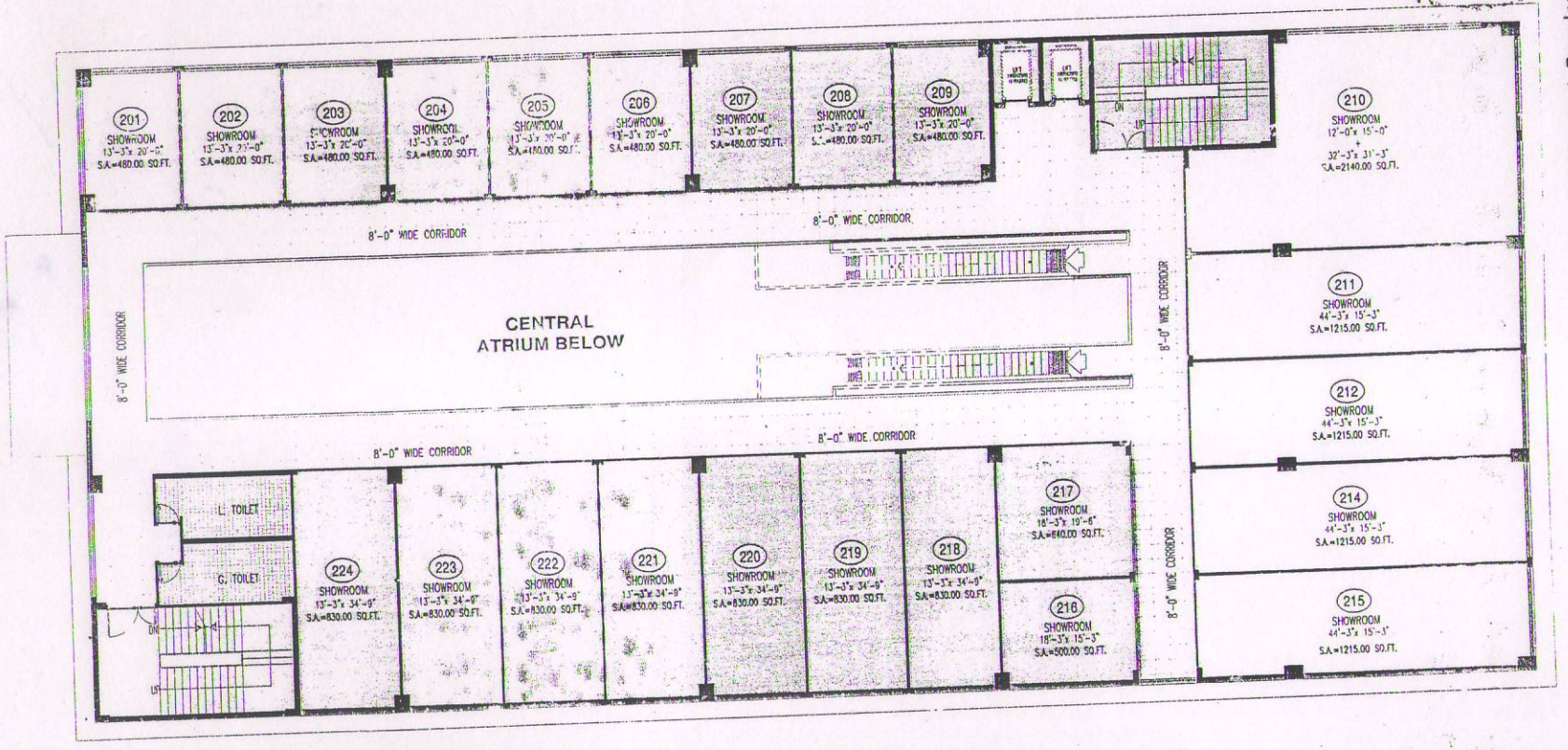
CARE JHA BUILDERS DEVELOPERS LLP.
GARDENIA TOWER, KANKAR BAGH, PATNA-20

THIRD FLOOR PLAN

Ramanand Multilife Infrastructure Pvt. Ltd.
Sanjeev Kumar
15/12/12
Authorised Signatory

Gardenia Newtech Developers LLP.
15/12/12
Authorised Signatory

The Ultimate & Movie Experience



Gardenia Newtech Developers LLP.
15/12/12
Authorised Signatory

Ramanand Maxlife Infrastructure Pvt Ltd.
15/12/12
Authorised Signatory

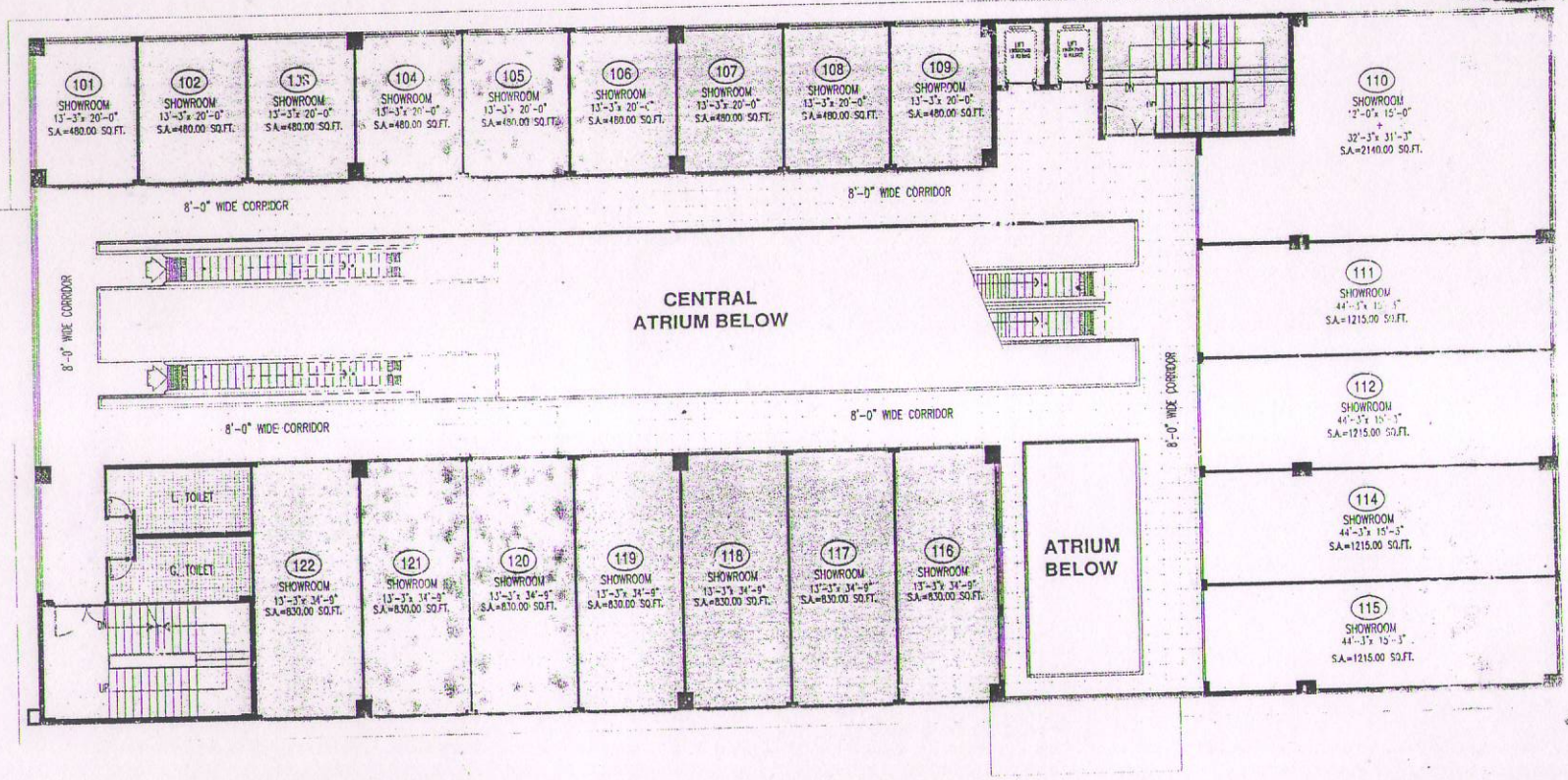
Gardenia gravity

PART OF PLOT NO. 294 PURANA BYE-PASS ROAD,
MAUZA LOHANIPUR, KANKARBAGH, PATNA-20

GARDENIA NEWTECH DEVELOPERS LLP.
502, 5th FLOOR, KASHYAP SHAILJA TOWER, KANKAR BAGH, PATNA-20
PH. NO. 8507787639, 8083075009

SECOND FLOOR PLAN

The Ultimate Shopping & Movie Experience



Gardenia Newtech Developers LLP
15/12/12
Authorised Signatory

Ramanand Shakita Infrastructure Pvt. Ltd.
15/12/12
Authorised Signatory

Gardenia gravity

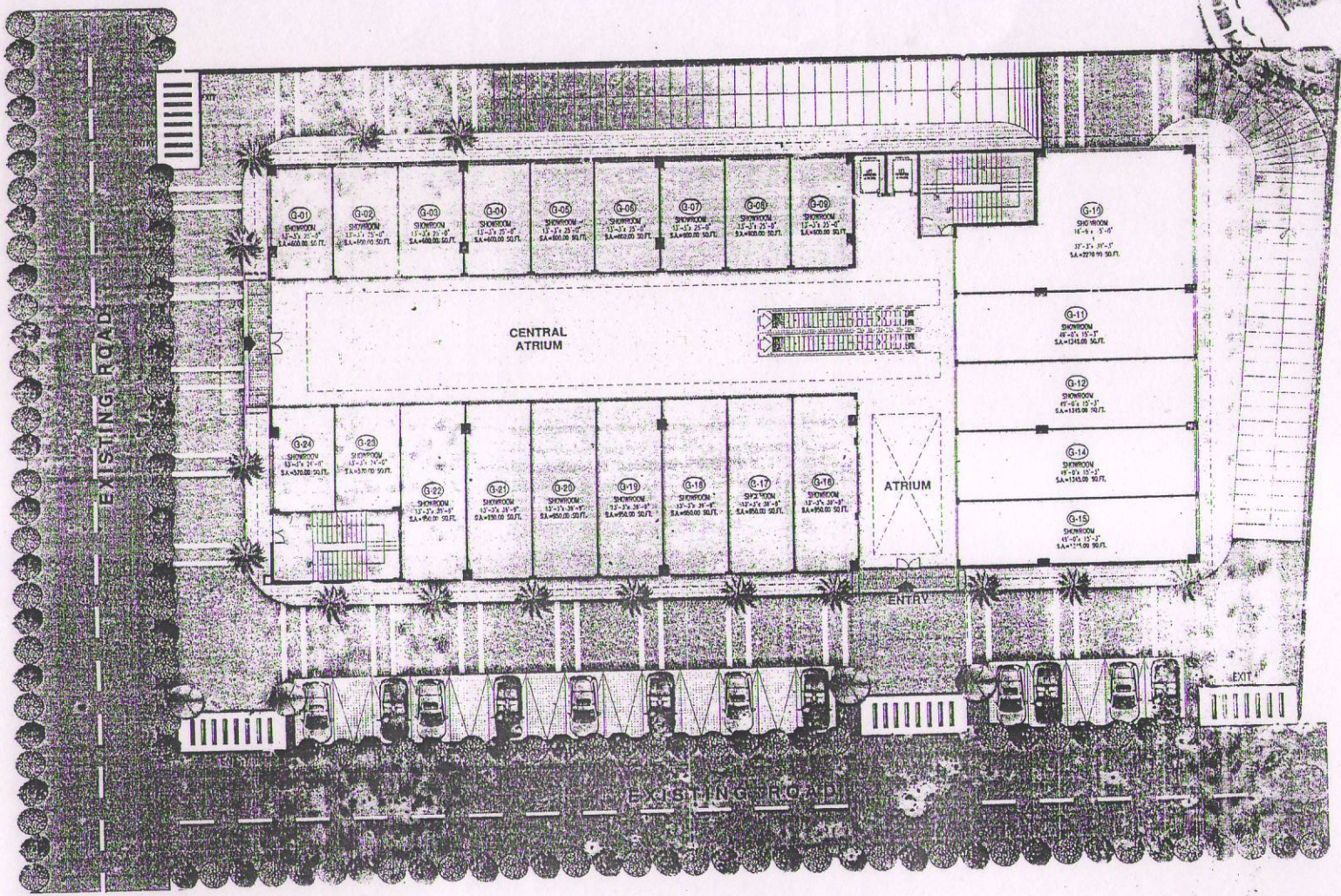
PART OF PLOT NO. 294 PURANA BYE-PASS ROAD,
MAUZA LOHANIPUR, KANKARBAGH, PATNA-20

GARDENIA NEWTECH DEVELOPERS LLP.
502, 5th FLOOR, KASHYAP SHAILJA TOWER, KANKAR BAGH, PATNA-20
PH. NO. 8597787639, 8083075009

FIRST FLOOR PLAN

AJP ARCHITECTS

The Ultimate shopping & Leisure Experience



Gardenia Newtech Developers LLP.
15/12/12
Authorised Signatory

Ramanand Maxlife Infrastructure Pvt Ltd.
15/12/12
Authorised Signatory

Gardenia gravity

PART OF PLOT NO. 294 PUKANA BYE-PASS ROAD,
MAUZA LOHANIPUR, KANKARBAGH, PATNA-20.

GARDENIA NEWTECH DEVELOPERS LLP.
502, 5th FLOOR, KASHYAP SHAILJA TOWER, KANKAR BAGH, PATNA-20
PH. NO. 8507787639, 8083075009

GROUND FLOOR PLAN

ANNEXURE - A

Share Of Ramanand Maxlife Infrastructure Private Limited

S.No	Shop No	PART -A	Shop No	PART-B
1	Lower G.F	6229 Sft		21091 Sft
2	Multiplex	4160 Sft		14086 Sft
3	Ground Floor			
	G-04	600 Sft		
	G-08	600 Sft		
	G-09	600 Sft		
	G-11	1345 Sft		
	G-16	950 Sft		
	G-24	570 Sft		
4	First Floor			
	F.F-102	480 Sft		
	F.F-106	480 Sft		
	F.F-111	1215 Sft		
	F.F-116	830 Sft		
	F.F-120	830 Sft		
5	Second Floor			
	S.F-201	480 Sft		
	S.F-205	480 Sft		
	S.F-209	480 Sft		
	S.F-211	1215 Sft		
	S.F-217	640 Sft		
	S.F-221	830 Sft		
6	Third Floor(Shop)			
			311	655 Sft
			314	655 Sft
			315	390 Sft
			320	410 Sft
7	Third Floor	3915 Sft		20 Sft
	301	480 Sft		
	305	480 Sft		
	309	480 Sft		
	310	485 Sft		
	312	655 Sft		
	319	505 Sft		
	324C	850 Sft		
8	Fourth Floor-406	505 Sft		
9	Fifth Floor			6410 Sft
10	Sixth Floor	3113 Sft		11 Sft
11	Seventh Floor	3740 Sft		12165 Sft
		34287 Sft		55893 Sft

Total 90180 Sft

Gardenia Newtech Developers LLP
15/12/12
Authorised Signatory

Ramanand Maxlife Infrastructure Pvt Ltd.
15/12/12
Authorised Signatory

ANNEXURE-A

Details of shops of the LAND OWNER

The area of LAND OWNER is divided into two parts-PART A and PART B as detailed herein below. Dr. Sanjeev Kumar s/o Shri Ramanand Prasad Singh Managing Director of Ramanand Health Care (P) Ltd. will be authorised to enter into agreement for sale or otherwise allot commercial shops, offices, parking spaces of PART A of the commercial space which is 22.80 % of total super built up area of the commercial complex mentioned below and M/s Gardenia Newtech Developers LLP through its authorised representative will be authorised to enter into agreement for sale or otherwise allot commercial shops, offices, parking spaces of PART B of the commercial space mentioned below.

Gardenia Newtech Developers LLP
15/12/12
Authorised Signatory

Ramanand Maxlife Infrastructure Pvt Ltd.
15/12/12
Authorised Signatory

15/12/12

अधिवक्ता
नोटरी पब्लिक कोर्ट पटना
Enr. No.-2847/97

SCHEDULE-I

Schedule of the Property:-

All That piece and parcel of commercial land measuring an area 35250 sq. ft. (Thirty Five Thousand Two Hundred Fifty sq. ft.) equivalent to one Bigha Five Kathas Seventeen Dhoors and Ten Dhurki more or less 80.937 Decimal, situated and lying at Kankarbagh Zone I (Registry office Computer Serial No. 359) Mouza- Lohanipur old bypass road, P.S.- Kankarbagh, District- patna, sub registry and sadar registry office Patna Sadar under the jurisdiction of P.M.C. area, vide Ward No. 24 old, Thana no. 6 (Six), Khata No. 85 (Eighty Five), part of plot No. 294 (Two Hundred Ninety four), and bounded as follows :-

BOUNDARY

North- Protective Embankment of Government & kankarbagh main Road.

South- Portion of Plot No. 294 and plot No. 288

East- Branch Road in portion of Plot No. 294

West- Plot No. 286

DIMENTION

North (East to West) - 230 ft.

South(East to West) - 240 ft.

East (north to South)- 150 ft.

West- (north to South)- 150 ft.

Gardenia Nevitech Developers LLP.
15/12/12
Authorised Signatory

Ramanand Maxlife Infrastructure Pvt. Ltd.
15/12/12
Authorised Signatory

i.e. 60% to the LAND OWNER and 40% to the DEVELOPER. The net income of the multiplex and the hypermarket will be distributed among the DEVELOPER and the LAND OWNER proportionately to their share of built up area i.e. 60% to the LAND OWNER and 40% to the DEVELOPER.

37. That the DEVELOPER shall be entitled to advertise about the project at its cost by distributing pamphlets, brochures, publishing advertisements in news papers, magazine and/or by putting sign-boards, neon-sign or such other modes of advertisement as the DEVELOPER may deed fit, on the said land or at other places, in any manner and thus its shall be entitled to invite prospective buyers/customers to the site.

38. That the LAND OWNER and DEVELOPER have represented to each other that they are duly authorized and competent to enter into this Agreement and this Agreement has been duly entered into between them of their own free will.

WITNESSES:-

1. Mukesh Kumar Roy
JIO Manager Roy
CA-52 P.C. Colony Kanke
Ranchi-20 15.12.12

2. Shailesh Tiwari
S/o Shri Chandra Mohan Tiwari
Thakarha
Via - Nachuajodhpur
Gopal ginj
15-12-2012

Ramanand Maxlife Infrastructure Pvt. Ltd.
Sanjeev Kumar
15/12/12
Authorised Signatory

LAND OWNER

DEVELOPER

Gardenia Newtech Developers LLP.
15/12/12
Authorised Signatory

and liability of whatsoever nature. In the event any dispute arises between the LAND OWNER and customers, it shall be the liability of the LAND OWNER to settle and the LAND OWNER shall have no liability or responsibility for the same. The DEVELOPER shall be fully entitled to receive the money for sale of shops and commercial space in its own name and issue receipts thereof after the execution of this agreement.

34. That the LAND OWNER will carry out demarcation of the said property.

35. That the LAND OWNER shall not interfere with or obstruct in any manner with the execution and completion of work of development and construction of the commercial complex on the said property.

36. The leasing rights of the DEVELOPERS area will be with the DEVELOPER and leasing rights of the LAND OWNERS area will be with the LAND OWNER. However the leasing rights of the Hypermarket and the Multiplex will be with the DEVELOPER. Even in case of second or subsequent lease DEVELOPERS/LAND OWNERS No Objection Certificate will be required. The Developer will appoint a leasing agency for the leasing of the shops/commercial space which will divide the commercial areas/floors into various zones. The DEVELOPER and the LAND OWNER will be bound by the zones specified by the agency for allotment /sale of shops in that zone. The leasing cost of the shops and multiplex shall be borne by the DEVELOPER and the LAND OWNER proportionately to their share of built up area i.e. 60% to the LAND OWNER and 40% to the DEVELOPER. The fit outs if required in the multiplex shall be borne by the DEVELOPER and the LAND OWNER proportionately to their share of built up area

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of LAND OWNER and the DEVELOPER. The maintenance charges per sq. Ft. Super area shall be decided by the LAND OWNER and the DEVELOPER keeping in view the market maintenance rates and shall be collected by the DEVELOPER and LAND OWNER or their duly appointed agency. All the accounts in this regard shall be maintained by the DEVELOPER or its nominee or agency. When the shop owners will form mall maintenance committee in accordance with law, maintenance of the Commercial Complex including the common area ,the parking ,the same will be handed over by the developer to them who will be entitled to collect maintenance charges and maintain the area.

33. That it is agreed between the parties that the DEVELOPER will sell shops and commercial space to the customers at the rate that may be agreed between the DEVELOPER and the customer and shall receive the sale consideration in its own name. The LAND OWNER shall have no concern and liability of whatsoever nature. In the event any dispute arises between the DEVELOPER and customers, it shall be the liability of the DEVELOPER to settle and the LAND OWNER shall have no liability or responsibility for the same. The DEVELOPER shall be fully entitled to receive the money for sale of shops and commercial space in its own name and issue receipts thereof after the execution of this agreement. That it is agreed between the parties that the LAND OWNER will sell shops and commercial space to the customers at the rate that may be agreed between the LAND OWNER and the customer and shall receive the sale consideration in its own name. The DEVELOPER shall have no concern

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DEVELOPER will bear the expenses in this regard. In case of increase in FAR and increase in super area of the building the area will be distributed between the LAND OWNER and the DEVELOPER in the same proportion i.e. 60% to the LAND OWNER and 40% to the DEVELOPER.

28. It is agreed that in all transfers/conveyance of super built-up area, the purchaser(s)/Transferee(s) shall bear the cost of stamp Duty, Court fees and other Registration charges.

29. That in case of any dispute or difference between the parties arising out of or relating to this development Agreement, the same shall be settled by reference of the dispute or difference to the Arbitrators appointed by both the parties and such arbitration shall be conducted under the provisions of the Indian Arbitration Act, 1940, as amended from time to time. Finally the Court situated in Patna is the only last and final forum binding upon the parties.

30. And whereas it shall be liability of the builder/DEVELOPER to compensate the worker for any accident arises during the period of construction work.

31. That the LAND OWNER and DEVELOPER shall be absolute owner of their respective shares and they will be entitled to sale/transfer as per provision of Bihar Apartment Ownership Act, 2006, Under Section 5(1) & 5(2) and others.

32. That the DEVELOPER and the LAND OWNER or their nominees or their duly appointed agency shall be entitled to maintain and run the entire common areas including parking areas. The DEVELOPER and the LAND OWNER or their duly appointed agency shall be authorised to collect maintenance charges for the area

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remove all the obstacles and clear all outstaying doubts, or defects, save as hereinabove provided at their own cost so as to ultimately vest the said property after construction in the DEVELOPER to the extent of its share or its nominees free from all encumbrances and defects whatsoever. The LAND OWNER hereby agrees to indemnify the DEVELOPER from any loss or damages suffered on account of any defect in title or possession of the property and if any of the representations made by the LAND OWNER are found to be incorrect.

26. After delivery of the LAND OWNER's area to the LAND OWNER representing the area which the LAND OWNER has not sold, all outgoing in respect of the said property and the said building thereon shall be borne and paid by the LAND OWNER of the area of their share and the DEVELOPER and their nominees proportionately in the proportion of their respective shares in the total super built-up area (the word proportionately with all its cognate variations whenever used in these presents shall mean the proportion in which the parties hereto and/or their nominees acquiring portions of the building are entitled to the covered areas in the building).

27. Both the DEVELOPER and LAND OWNER will always be jointly entitled to do all permissible further vertical and/or horizontal development/exploitation of the said property and building thereon in proportion to their rights of the agreement even if all the commercial space are sold/transferred, and the construction sharing, owning and selling of all such additional super built up area will be done in the same proportion and the same terms and conditions in this agreement. The

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be governed by the provisions of this Development Agreement and in case of any conflict between provisions of the aforesaid General Power Attorney and this Development Agreement the provisions of the latter shall prevail.

23. The DEVELOPER undertakes that it will not do any act of commission, omission, expressly or impliedly directly or indirectly by which the LAND OWNER 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's Area to the LAND OWNER.

24. During the construction of the said Building, the DEVELOPER may require creating equitable or any legal mortgage on the land and the construction thereon for obtaining loan or for the individual purchasers of shops and multiplex the DEVELOPER can mortgage the super built-up area and land. In such an event, the owner if required shall join the DEVELOPER in creation of such mortgages. The DEVELOPER agrees to give 60% of the share of the LAND OWNER super built-up area to the LAND OWNER free from mortgage. Within three years from the sanctioning of the loan the DEVELOPER will repay the project loan. The DEVELOPER will provide NOC also to the LAND OWNER of their share of super builtup area from the bank/ financial institution. After full and final payment of the project loan the original title deed of the land will kept in a locker in a bank at Patna. The locker will be operated jointly by Dr. Sanjeev Kumar and Manoj Kumar Ray.

25. In any event the LAND OWNER without prejudice to the foregoing declarations agrees and undertakes to

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agreement for sale or otherwise allot commercial shops, offices, parking spaces of their share and other tenements comprised in the DEVELOPER's area in the said Building. Whenever required by the DEVELOPER, the LAND OWNER will join as confirming party in all such Agreements, sale deeds, deeds, of allotment etc. that the DEVELOPER may enter into and shall exclusively be entitled to realize all amounts receivable under such agreements, sale deeds, deeds of allotment etc. for development and construction of the said Building and for its own use. The LAND OWNER can allot, transfer the commercial shops, office of their share of space to third party and whenever required by the LAND OWNER the Developer shall be a confirming party without any prejudice. Neither the DEVELOPER nor the LAND OWNER can sell the parking space in the project.

22. The LAND OWNER agree and undertake that if so required by the DEVELOPER, the LAND OWNER shall execute and give a General Registered Power or Registered Development agreement in favour of DEVELOPER and/or its nominee (s) within 7 days from the date of requisition by builder in writing so, that no hindrance or obstructions is caused to the DEVELOPER in carrying out and discharging its obligations under these presents and thereby giving the DEVELOPER right and authority to have and enjoy peaceful usufruct of the said property and to do all such acts, and/or things, that may be necessary for the development, planning construction of the said building and sale of the DEVELOPER's area. It is however expressly agreed and understood between the parties that the aforesaid General Power Attorney shall

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DEVELOPER to take up and proceed with the Development, planning and construction of the said building in terms of this Agreement and hand over vacant possession of the said property.

18. It is agreed that any Agreement made or entered into at any time by the LAND OWNER in breach of or violation of the terms and conditions of this Development Agreement shall be null and void and not maintainable in courts of law.

19. The LAND OWNER hereby irrevocably undertakes not to sell, dispose off, alienate, charge, encumber, lease or otherwise transfer the said Land or any part thereof during the currency of this Agreement save and except putting the DEVELOPER in possession thereof for the purpose of Development pursuant to this Agreement. The LAND OWNER shall at no period of time during the currency of this Agreement try to dispossess the DEVELOPER from the Land aforesaid.

20. After the date of approval of plan by P.R.D.A. dissolved or PMC the DEVELOPER shall be deemed to be in possession of the said property and shall be free to do all acts, deeds and things required for development, and construction of the said building at the DEVELOPER's own cost and expenses in terms of this Development Agreement.

21. The DEVELOPER shall be entitled to develop the said property and construct thereon one or more buildings or partly over the said property or partly over the adjoining plots of another landowners consisting of dwelling units, commercial shops, offices, parking spaces and other structures in accordance with building plan sanctioned by the concerned authority. The DEVELOPER shall be entitled to enter into

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conveyed as hereinabove by the LAND OWNER to the DEVELOPER and/or its nominees.

14. The LAND OWNER shall at no time demand any further consideration, sum or premium or any interest in any deal regarding sale of DEVELOPER's area and the LAND OWNER shall execute all such deeds and documents as may be required by the DEVELOPER in this regard for transfer of title and for delivery of possession over their share.

15. This Agreement shall not ever be deemed to-constitute a partnership of any kind between the parties hereto.

16. The LAND OWNER and their nominees and" the DEVELOPER and its nominees shall jointly have undivided right, title and interest over the said property in their respective shares of 60% & 40% of the super built up area and proportionate space. The details of shops and commercial space to be allotted to the LAND OWNER is as per annexed ANNEXURE-A. The area of LAND OWNER is divided into two parts-PART A and PART B as detailed in the ANNEXURE A. Dr. Sanjeev Kumar s/o Shri Ramanand Prasad Singh Managing Director of Ramanand Health Care (P) Ltd. will be authorised to enter into agreement for sale or otherwise allot commercial shops, offices, parking spaces of PART A of the commercial space mentioned in ANNEXURE-A representing 22.80% of total super built up area of the Building and M/s Gardenia Newtech Developers LLP through its authorised representative will be authorised to enter into agreement for sale or otherwise allot commercial shops, offices, parking spaces of remaining commercial space of the building.

17. The LAND OWNER hereby from the date of this agreement grants, exclusive right and license to the

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the DEVELOPER of their area called as DEVELOPER's area and if any objection is raised by the LAND OWNER, the same shall be illegal and not maintainable in courts of law. The landowners can only claim of delivery of possession by the DEVELOPER over the finished constructed area of LAND OWNER share simultaneously with the DEVELOPER's share. In the event the DEVELOPER requires LAND OWNER to execute any documents in its favour or in the name of its nominee for effecting such transfers, the same shall be immediately executed the LAND OWNER without any objection

12. The DEVELOPER agrees to construct, and give possession of the Owner's Area to the LAND OWNER within a period of three years from the date the plan is sanctioned by the P.M.C. and for any other local Authorities with a further grace period of one year. This period will be subject to force majure and such happening as fire, tempest, accident exceptionally inclement weather, rioting etc. and any other act of God i.e. vie majeure. However, this period may be extended by parties.

13. It is hereby expressly, irrevocably and irretrievably agreed and declared by the LAND OWNER that delivery of possession of 60% Super built-up area of the landowners share in the said building in the manner provided herein above shall form and always be deemed to form fair, reasonable and adequate consideration for the rest and balance super built-up area i.e 40% alongwith proportionate rights in the land underneath and common areas demarcated as DEVELOPER's area with full satisfaction of all demands for the aforesaid property, agreed to be

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undivided share in the said property and for consideration and on the terms and conditions mentioned hereinafter.

10. LAND OWNER and their nominees shall solely and exclusively entitled to the LAND OWNER's Area and shall be fully entitle use area, 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, Association of Person's Firm, Body Co-operative Societies, Government agencies etc, on such terms and conditions as may be decided by the LAND OWNER. The DEVELOPER or its administrator/legal representatives, assignees, hires or successors in interest shall have no objection whatsoever, to such transfer, convey, grant, otherwise alienation of their interest by the LAND OWNER of their area called LAND OWNER's area and it any objection shall be raised, the same shall be illegal and not maintainable in courts of law.

11. The DEVELOPER and/or it's nomine s shall solely and exclusively be entitled to the DEVELOPER's Area and they shall have absolute right, marketable title and interest, over the DEVELOPER's Area and they shall be fully entitled to transfer, convey, grant, otherwise alienate their interest, in any manner as deemed fit by them to any person, Association of Persons, Firm, Body Co-operative Societies, Govt. agencies etc.) On such terms conditions as may be decided by the DEVELOPER. The LAND OWNER or their administrator/legal representatives, assigns, hires shall have no objection what so ever to such transfer convey, grant otherwise alienation of the interest, by

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parties in terms of this agreement.

4. The DEVELOPER shall construct the building complex called as "**Gardenia Gravity**". The compounding fee for any extra work deviation from standard specifications and alterations will be paid by the DEVELOPER on the charges as fixed by the P.M.C. under building bye laws.

5. The compounding fees for any extra work deviation from standard specifications and alterations will be paid by the DEVELOPER on the charges fixed by the P.M.C. under the building bye laws.

6. Immediately after the execution of this Development Agreement, the DEVELOPER shall initiate to get the map sanctioned from the competent authority.

7. The LAND OWNER hereby agrees to sign all such papers including Board Resolutions, Power of Attorney, any other authorisation or documents as may be deemed necessary by the DEVELOPER for applying/getting sanctioned the building plan in the name of DEVELOPER or his nominee or otherwise. However, all fees, costs, charges and expenses relating to such approvals/sanction, preparation of map by Architect shall be borne by the DEVELOPER.

8. The DEVELOPER shall be entitled to make all necessary corrections alternations and revisions in the aforesaid plan which may be required by the P.R.D.A. and/or any other local Authorities for approval of the said building plans.

9. The LAND OWNER agrees to sell, transfer and/or assign, to the DEVELOPER and/or its nominees including a Co-operative Housing Society, Association of Persons, Firm Body corporate etc., free of any attachment, charges and encumbrances, the shops of the share of the DEVELOPER in each floor of their,

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by the LAND OWNER as herein recorded, an agreement for development of the said property by the aforesaid DEVELOPER has been arrived at between the parties hereto upon terms and conditions hereinafter appearing.

NOW, THEREFORE, THIS DEVELOPMENT AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The above named LAND OWNER hereby appoint the aforesaid DEVELOPER, as the DEVELOPER of the said property and irrevocable grants to the said DEVELOPER who hereby accepts from the LAND OWNER exclusive right and license to develop the said property described in the schedule A hereunder written in the manner and on the terms and conditions and stipulations hereinafter mentioned and agreed in this Development Agreement.
2. That it has been agreed between the LAND OWNER and the DEVELOPER that the LAND OWNER shall be owners of 60% super built-up area and the DEVELOPER shall have his 40% share in the super built-up area alongwith proportionate share in the common areas and parking area, as detailed and marked in the site plan attached alongwith the agreement.
3. The DEVELOPER will submit a building plan to P.R.D.A. or P.M.C. for sanction for commercial building. But as per instruction, the plan submitted to P.R.D.A. may be accordingly be revised to suit the norms of P.R.D.A. If any changes are made as per the directions or requirements of concerned authorities, the same shall be proportionately divided between the

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conveyed by the LAND OWNER to the DEVELOPER.

C. That the aforesaid LAND OWENR has approached the DEVELOPER to develop the land of the LAND OWNER and to construct at it's own cost, a multi-storied commercial building on the said property of the LAND OWNER, according to approved map by PRDA dissolved or PMC under building by laws (hereinafter referred to as the said building). The DEVELOPER considering and relying upon the representations of the LAND OWNER in respect of title, ownership, possession etc. of the Property, has agreed to construct at it's own cost, a multi-storied commercial building on the said property of the LAND OWNER on the terms and conditions appearing herein below. The LAND OWNER is desirous to acquire super built-up areas of the said commercial building as consideration for the said property, in complete and finished condition from the DEVELOPER in terms of this agreement. The LAND OWNER through its authorized representative, under perfect condition of their body and mind and without any undue influence and pressure from any side have agreed to give the possession to the DEVELOPER the area of land of more fully described in the Schedule-I hereunder to develop and to construct multistoried commercial units and car parking spaces over the said piece of land of their own cost according to approved map. The LAND OWNER shall be entitled to have their share proportionately in terms of this agreement in the construction if any beyond approved map over the part land under this agreement.

D. That as a result of the negotiations between the parties hereto and on the representation and declaration, made

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any other Govt. authority, for acquisition of requisition of the said property or any part thereof.

v. That there are no attachments either before or after judgment and there are no claims, demands, suits, decrees, injunctions orders, lispendens notice, petitions, or adjudication orders affecting the title and possession of the LAND OWNER of the property or any part thereof.

vi. That apart from the LAND OWNER, 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 of partnership or co-partner of schedule land in any joint family or in any other manner whatsoever. There is no claim of any minor.

vii. That the LAND OWNER has not entered into, in the past, any agreement for sale, mortgage, or development of the said property or any part thereof nor has made any arrangement with anyone whatsoever regarding the said property or any part thereof to the transfer the said property, other than this Development Agreement which is entered into by the LAND OWNER with the DEVELOPER.

viii. That the LAND OWNER is interested in getting a multistoried commercial building complex developed and constructed on the said land described in Schedule-I and for acquiring super built up area in the shape of commercial shops, offices, parking spaces etc. as consideration for the value of land of the Schedule-I property to be

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573 to 590, registered at Patna Sadar registry office, Patna on dated 03-12-2009.

B. It is further represented and declared by the LAND OWNER:-

i. That the property covered under this agreement is under exclusive possession with valid title and free from all encumbrances and they are competent to transfer, sell, convey, mortgage, or otherwise part with the property in any manner the property, fully detailed in **Schedule-I** at the foot of this agreement and site plan and to enter into this Development Agreement in respect of said area of plot.

ii. That the land described in **Schedule-I & Site Plan** of this agreement was originally the property of land owner **Ramanand Maxlife Infrastructure Private Limited formerly known as Assotech Ramanand Healthcare Private Limited.**

iii. That the LAND OWNER have not created any encumbrance on the said property or any part thereof by way of sale, mortgage, lease, trust, assignment gifts, liens, leave, licence and permission, no charge by way of inheritance or by any other shorts of encumbrances whatsoever on the Schedule land described in **Schedule-I** and there is no hindrance in entering into the preset agreement.

iv. That no notice or notification for acquisition/requisition under any of the statute of the past or presently in force, have been received, served upon the LAND OWNER passed by the PRDA, PMC, Income Tax Department or

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dated 03-12-2009. The above said property is within the limit of the Patna Municipal Corporation situated and lying at Kankarbagh Zone I (Registry office Computer Serial No. 359) Mouza- Lohanipur old bypass road, P.S.- Kankarbagh, District- patna, sub registry and sadar registry office patna Sadar under the jurisdiction of P.M.C. area, vide Ward No. 24 old, Thana no. 6 (Six), Khata No. 85 (Eighty Five), part of plot No. 294 (Two Hundred Ninety four), measuring an area 35250 sq. ft. (Thirty Five Thousand Two Hundred Fifty sq. ft.) equivalent to one Bigha Five Kathas Seventeen Dhoors and Ten Dhurki more or less 80.937 Decimal, fully described in the **Schedule-I** at the foot of this agreement. Cost of Land 10.93.00,000/- only.

BOUNDARY

North- Protective Embankment of Government & kankarbagh main Road.

South- Portion of Plot No. 294 and plot No. 288

East- Branch Road in portion of Plot No. 294

West- Plot No. 286

DIMENTION

North (East to West) - 230 ft.

South(East to West) - 240 ft.

East (north to South)- 150 ft.

West- (north to South)- 150 ft.

Whereas the property of Schedule-I fully described at the foot of this deed is the purchased property of land owner **Ramanand Maxlife Infrastructure Private Limited formerly known as Assotech Ramanand Healthcare Private Limited** and further it was conveyed to the LAND OWNER vide sale deed no. 23119, Book No. I, Volume No. 370 (CD58), Page No.

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equity shares and Newtech Shelters (P) Ltd. 31% equity shares) a company incorporated under the Companies Act 1961, having its office at C-2/16, Mangal Apartments, Vasundhara Enclave, Delhi-110096 acting through its Director Dr. Sanjeev Kumar Son of Sri Ramanand Prasad Singh, resident of M.I.G. 350, Lohia Nagar, Kankarbagh, Patna- 800020, who is authorized vide Resolution of Board of Directors dated 14-12-2012 (hereinafter referred to as **"LAND OWNER"** (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors in interest, assigns and legal representatives) of the ONE PART;

AND

Gardenia Newtech Developers LLP a Limited Liability partnership firm registered under Limited Liability Partnership Act, 2008 A-218, Mangal Apartments, Vasundhara Enclave, Delhi-110096, acting through its Partner Sh. Manoj Kumar Ray Son of Sri Narendra Prasad Ray, resident of A-218, Mangal Apartment, Vasundhara Enclave, New Delhi- 96, who is authorized vide Resolution of Partners dated 14-12-2012, hereinafter referred to as **"DEVELOPER"** (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors in interest, assigns and legal representatives) of the SECOND PART;

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WHEREAS

A. The LAND OWNER is seized and possessed of or otherwise sufficiently entitled to the property fully described in the **Schedule-I & Site Plan** attached to this Agreement (hereinafter referred to as the **PROPERTY**) by way of registered sale deed no. 23119, Book No. I, Volume No. 370 (CD58), Page No. 573 to 590, registered at Patna Sadar registry office, Patna on

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Witness -
15.12.12

District Registry Office,Patna

Token Number 38221 | Reg. Year 2012 | Serial Number 37259 | Deed Number 31365

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Executant	Sanjeev Kumar (Dr. Dir.)	N/A	N/A	N/A	N/A	N/A	N/A
Sig.							
Presented By	Sanjeev Kumar (Dr. Dir.)						
Sig.	Sanjeev Kumar 15/12/12						
Claimant	Manoj Kumar Ray (Partner)						
Sig.	Manoj Kumar Ray 15/12/12						
Identified By	Mukesh Kumar Roy						
Sig.							

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