Serial No. - 3300

Book No. - 1 / Deed No. - 2596

Summary of Endorsement

This document was presented for registration on this Monday, the 6th of February 2012 by Surendra Kumar.

A stamp duty of Rs. 163000/- and other fees of Rs. 954/- 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. 2596 in Book No. 1 , Volume No. 45 on pages from 389 to 413 and has been preserved in total 25 pages in C.D. No. 7 / Year 2012 .

SCANNED

Date :06/02/2012 Token No. : 3273 / 2012

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

Surendra Kumar
06/02/2012

DEVELOPMENT AGREEMENT

THIS AGREEMENT MADE ON THIS ---6th Feb---------- ----------2011 at Patna.

BETWEEN

1. **Sri Surendra Kumar s/o Srikant Sinha** by his capacity as manager (karta) of the hindu undivded family

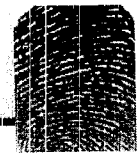
2.Ishan Minor son of Sri Surendra Kumar ~~minor and his~~ under natural guardian of Surendra Kumar Both resident of village - Baniya , P.S.- Gopalpur,at present residing at C-511, Satya Enclave, Lake Avenue, Kanke Road, Distt- Ranchi (Jharkand)

For Swastik Ispicon Pvt. Ltd.
Rajeev Ranjan
Managing Director

188

Serial No : 3300
Token No : 3273

Deed No : 2596
of 2012

Type & Status of Party	Name of Party	Photo	Thumb	Index	Middle	Ring	Little
In Favour of	*Rajeev Ranjan (M.Dir.)*						
	Rajeev Ranjan 6.2.2012						
	Signature of Party						
Presented by Self	*Surendra Kumar*						
	Surendra Kumar 6/2/2012						
	Signature of Party						
Executed by	*Surendra Kumar*						
	Surendra Kumar 6/2/2012						
	Signature of Party						
Executed by	*Ishan (Minor)*						
	Signature of Party						
Identifier	*Tej Narayan Sinha*						
	Tej Narayan Sinha 6.2.12						
	Signature of Party						

Hereinafter called the First Party (Which expression shall unless excluded by or repugnant to the subject or context, mean and included by their heirs, executors, administrators, legal representatives and assigns) of the FIRST PART

AND

M/S Sawashtik Engicon Pvt. Ltd. A Company registered under the Company Act , 1956, having its Office at as Shivaji Nagar , New By Pass Road, Kankarbagh, P.S.- Gardanibagh, Dist.- Patna through its Managing Director Sri Rajeev Ranjan son of Late Birendra Kumar resident of Mohalla – kasyap Kihori Apartment. Jhun – Jhun Marg, P.S. & P.O.- Gardhanibahg, District- Patna hereinafter referred to as The Promoter/ Builder (which expression shall unless excluded by or repugnant to the subject or context be deemed to and include their heirs, executors, representatives and assignees' of the Second part.

Surendra Kumar
06/02/2012

And whereas,the members of the first party is of owners and seized and possessed of or otherwise sufficiently entitled to the part of landed property measuring **4 kathas** equal to **12.5 decimal** approxmetly which property is ancestral of the first party and which was purchased by Sri S.K.SINHA In the name of his wife Smt.Sarswati Devi and his sons Dhirendra kumar and Surendra kumar resident of resident of village - Baniya , P.S.- Gopalpur ,Post Bhawanipur,District Bhagalpur,from Smt.Geeta Pandey wife of Sri Kailashpati Panday resident of Mohalla – Valwa, P.S- Bhore, District – Saran (chapra) New present residing - Nehru Nagar ,P.S-Patliputra , District –Patna through four registered sale deed dated 10.04.1987.,15.04.1987,14.04.1987,13.04.1987 and vide deed No.1650,1499,1554,and 1576 at sadar registry office Patna.

For Sawashtik Engicon Pvt. Ltd.
Rajeev Ranjan
Director

And whereas the property in schedule 1 of this deed has allotted through memorandum of partition deed dated ----------to the first party since the first party have been coming in peaceful possession over the property of

schedule 1 of this deed and after then mutated their name in register II of the Govt. of Bihar, and the first party are paying rent and in jamabandi no.10972 of the property of sechedule I of this agreement. and the first party has seized and possessed of or otherwise sufficiently entitled to the part of landed property of land measuring 4 (FOUR) kathas Mauza – Mainpura ,P.S.- Phulwari sharif, at present Patliputra, Dist.- Patna which is Tauzi no. 5236,Thana no.2 Khata No. 428, Survey Plot No.1672, boundary as follows:

North—Road
South---Jaraw Devi .
East—Nand Lal Ram
West—Sita Ram Rai.

3. The PROMOTER-BUILDER has agreed to construct a Multistoried Apartment on the land aforementioned of Sri **Surendra Kumar** (HUF) karta of the family .

Surendra Kumar.
06/02/2012

4.Both the Parties namely First Party as well as the Builder Promoter confirm the recitals made in all the proceeding paragraphs as true.

AND WHEREAS the aforesaid Developers approached the owner and have requested and offered to permit them to develop the said schedule property by constructing at the Developers own cost a multi storied building complex there upon as per plans that may be sanctioned by P.R.D.A. dissolved and Patna Municipal Corporation and other concerned authorities and Developers have agreed to give to the owner in lieu of land as under:

a. 50% Super Built up constructed area .
b. 50% covered parking space having an area On the ground floor with free access as also to car parking with roof covering.
c. Undivided proportionate share of land, common facilities and amenities .

for Swastik Engicon Pvt. Ltd.
Rajeev Ranjan
6/2/12 Managing Director

The owner of the land i.e. first party to this agreement will make and execute proper and proportionate deed of conveyance and all other necessary documents and papers to complete the title agreed to be given in respect of the said building and such conveyance shall be in the favour of the Developers or their nominee or nominees being prospective buyers.

Before submitting the final plan of the project for the approval of P.R.D.A. /P.M.C. and/or to other concerned authorities the Developers will consult the owner and plan shall be made and submitted with mutual understanding.Certain terms and conditions were agreed to by and between the owner and the Developers and the parties hereto are desires of recording into writing the such agreement as hereunder.

NOW THIS DEED OF AGREEMENT WITNESSETH AND HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS :

Surendra Kumar
06/02/2012

ARTICLE-I-DEFINITION:

1.1 "OWNER" shall mean the said **Surendra Kumar** (HUF) karta of the faimly successors, respective executer, administrators and assigns.

1.2 " Developers" shall mean the said M/S SWASTIK ENGICON PVT. LTD. and its successor in office and assigns.

1.3 LAND PROPERTY shall mean all the piece and parcel of residential being its Taizi No. 5236, S. Plot No. 1672 under Khata No. 0428, Mauza –Mainpura , P.S.-Patliputra within Patna Municipal Corporation.Mainpura Nehru Nagar

For Swastik Engicon Pvt. Ltd.
Rajeev Ranjan
Managing Director
6/2/12

1.4 BUILDING shall mean the building to be constructed on the said Land in accordance with the plan to be sanctioned by the P.R.D.A./P.M.C.

1.5 FLAT shall mean covered space consisting of bed rooms living rooms, bathrooms, kitchen, balcony/verandah etc.

1.6 PARKING SPACE :It shall mean any place of covered aroas reserved for parking of motor car with free access.

1.7 COMMON FACILITIES : common facilities and amenities shall include Top roof, corridors, hall ways,Stairways ,drive ways ,common lavatories', Pump room ,tube well. Over head tank, water pump, and motor, drainage ,soak pit, septic tank ,and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and /or management of the building including the roof and terrace.

1.8 COMMON EXPENSES : It shall mean and include o proportionate share of the cost ,charges and expenses for working ,maintenance, upkeep, repairs, replacement of common parts and common amenities including proportionate share of municipal and property tax and other taxes and levies related to or connected with the said building and land property which would be payable from and after delivery of possession of flat or flats.

1.9 SALEABLE SPACE : It shall mean the space in the building available for independent use occupation after making due provisions for common facilities and space required there which is proportionate share of land to the purchasers.

Sunendra Kumar
06/02/2012

For Swastik Erection Pvt. Ltd.
Rajeev Ranjan
6/2/12 Managing Director

1.10 OWNER'S ALLOCATION : It shall mean 50% of constructed area of supper built up and 50 % parking covered space with free access for cars ton ground floor and undividing the passage way on ground floor and undivided proportionate share in common facilities and amenities in the building with other co-purchaser to be constructed in the said premises including the right to user thereof and after compelction of the construction share shall be allotted to the land owner ie. Total area of the 2nd Floor (Supper Buildup) and back side of the 3rd Floor of two flat shall be allotted.

1.11 DEVELOPER'S ALLOCATION : It shall mean the remaining constructed area in the building along with proportionate share of land left after providing for owner's allocation to be constructed in the said premises together with the proportionate right ,title, interest in common facilities and amenities including the right to user thereof and also the car parking space available at the said premises after providing for the owners allocations.

1.12 BUILDING PLAN :It shall mean the plan to be sanctioned by the P.R.D.A./P.M.C. with such alterations and modifications as may be made by the Developer from time to time and agreed upon by the owner.

1.13 TRANSFER : The PROMOTAER/ Developer shall have absolute right to sell 50 % of the constructed area supper built up of land with the undivided proportionate share of land and car parking and flats except the share of OWNER i.e. First Party at the said Multistoried apartment to be constructed on scheduled land except First Party proportionate share.

1.14 TRANSFER : It shall mean the persons, firm ,limited company, association of persons to whom any space in the building has been transferred.

1.15 words importing singular shall include plural and vice verse.

Surendra Kumar
06/02/2012

For Swastik Engicon Pvt. Ltd.
Rajeev Ranjan
Managing Director
6/2/12

ARTICLE-II

This Agreement shall be deemed to have commenced on and with effect from the 29th day of Nov 2011.

ARTICLE-III

DEVELOPER'S RIGHTS :

3.1 THE Owner hereby grants subject to what has been hereinafter provided the exclusive right to the developers to build, construct, and erect and complete the said building and to commercially exploit the same by entering into agreement for sale by accepting advance and /or take consideration amount/and or transfer and /or construction in respect of the developers 50% share in accordance with the plan to be sanctioned by P.R.D.A./P.M.C. with or without amendment and /or modification made or caused by the Developers the transfer of the Developers share shall be made only after allocation / Share and delivery of possession of the properties to the satisfaction of the owner.

3.2 The Developers shall be entitled to prepare, modify or alter the plan in consultation with the owner so far as his allocation of space is concerned and to submit the same to the P.R.D.A./P.M.C. in the name of the owners or as may be required under rules at the Developers costs and the Developers shall pay and bear all fees including Architect's fees, charges and expenses required to be paid or deposited for obtaining sanction of the P.R.D.A./P.M.C

And for the construction of the building at the said premises provided how ever, that the Developers shall be exclusively entitled to all the refunds of any or all payments and /or deposits made by Developers with respect to the above from the concerned authorities / departments.

Surendra Kumar
06/02/2012

For Swastik Ennicon Pvt. Ltd.
Rajeev Ranjan
6/2/12
Managing Director

ARTICLE-IV

APARTMENT CONSIDERATION

4.1 In consideration of the Owner having agreed to permit the developers to commercially exploit the said land and construct erect and complete the building on the said premises as a whole, the developers agrees to :-

a. Dismantle the existing structure on the said premises and clear the ground and prepare the site for digging the foundation agreed to the plan sanctioned by the concerned authorities as stated herein above .All the building materials after demolition shall belong to developers , and they would be entitled to remove the same and either to sell or use or use for their own purposes.

b. To prepare and cause the said plan to be sanctioned and to incur and bear all costs, charges and expenses for preparation of design and sanction if the plan.

c. To incur all costs, in obtaining all necessary permission and / or approval and / or consent.

d. To incur all costs , charges and expenses for obtaining the permission under the urban (Land Ceiling and Regulation) Act,1976 if necessary.

e. To pay all costs of supervision of the development and construction of the Owner's allocation in the building at the said premises.

f. To bear all costs, charges and expenses for construction of the building at the said premises.

g. To Share the Owner's as stated above, Flats, car parking space on the ground floor with free access in the building to be constructed at the ~~said premises as per~~ owner's share.

h. To give possession of the owner's allocation within Thirty Months from the date of the taking possession of the site by the Builder from the owner's. There shall be a further grace period of six Month. If the developer shall not completed construction of the building with time them land owner shall be entitled to get ₹5000/- rent per month till completion of the construction of the building.

Surendra Kumar
06/02/2012

For Swastik Ferrous Pvt. Ltd.
Rajeev Ranjan
Managing Director
6/2/12

i. The Developers guarantees that the entire structure and specially the Owner's Share shall be constructed and completed with good substantial and work man like manner ,using the materials suitable for the purposes and the developers do hereby undertaking that they shall at their own costs and efforts replace by good work, reconstruct or complete.

j. The Owner's i.e. First Party shall execute a General Power of the Attorney in favour of the Second Party i.e. Developers regarding the construction work to be done by the Second Party and absolute right to sell the flats to be constructed on schedule land along with proportionate share in scheduled land except the share of First Party , Keeping in view the restrictions for transfer as mentioned in this agreement.

k. The land owner shall visited at site time to time and the devloper shall not objection on the same.

1. The Developers shall get the plans sanctioned by P.R.D.A./P.M.C .As early as possible probably and period starting from the approval / pass of the Map of the building over the schedule land by P.M.C. Patna.

Surendra Kumar
06/02/2012

ARTICLE-V

OWNER'S ALLOCATION :

5.1 The Developers shall at their own cost construct , creat and complete the said building and shall allocate the owner.

a. 50% constructed supper built up area of full Second floor and half Third floor from back side of the Building.

b. 50% parking space having an area of floor On ground floor with free access.

d. Undivided proportionate share in common facilities and amenities.

For Swastik Enricon Pvt. Ltd.
Rajeev Ranjan
6/2/12 Managing Director

5.2 The Developers shall also construct , erect and complete at their own costs the entire common facilities and amenities for said building.

5.3 The Developers shall have no right to claim for payment or reimbursement of any costs, expenses or charges incurred towards construction of Owner's allocation and / or for common facilities / works.

ARTICLE-VI
DEVELOPERS ALLOCATION :

6.1 In consideration of the above the developers shall be entitled to the remaining 50 % share of constructed supper built up area saleable space in the building to be constructed at the said premises together with the proportionate undivided share on the said land and also together with the proportionate undivided share in the said building after provide to the owner's allocation as provided in clause 5.1 herein above and the developers shall be entitled to the enter into agreement for sale and transfer of the developer allocation and to receive, realise and collect all monies in respect of the developers allocation and it is hereby expressly agreed by and between the parties here to that for purpose of entering into such agreements for transfer it shall not be obligatory on the part of the developers to obtain any further consent of the owner and this agreement by itself shall be treated as consent by the owner and this agreement by itself shall be treated as consent by the owners for entering into agreement for sale.

6.2 The developers shall be entitled to mortgage, charge or deal with the developers allocation and right title and interest under this agreement provided however in no event the owner shall be liable for any liability incurred by the developers in development of the said premises and the developer hereby agrees to indemnify and keep the owner indemnified against all actions, suits proceeding in respect thereof.

Surendra Kumar.
06/02/2012

For Swastik Estates Pvt. Ltd.
Rajeev Ranjan
Managing Director
6/2/12

MISCELLANEOUS EXPENSES :

7.1 The Developer shall be entitled to make necessary application in the name of the owner to the competent authority under the Urban Land (ceiling and Regulation) Act,1976 for obtaining .if any the No Objection Certificate regarding the development of the said premises and all costs, charges and expenses to be paid or incurred on this account shall be made by the developers.

ARTICLE-VII

PROCEDURES :

8.1 The owner shall grant to the developer and / or its nominee or nominees a required authorization to sign documents, plan/papers/forms etc as may be required for the purpose of obtaining the sanction of the plan and all necessary permission and sanction from different authorities in connection with the construction of the building and also for pursuing the following up the matter with the P.R.D.A./P.M.C and other authorities and if any paper is required to be signed in this regard the owners will sign the name.

ARTICLE-IX

CONSTRUCTION :

9.1 The Developers shall and exclusively be responsible for construction of the said building.

9.2 The owner or any person claiming through them shall not in any way interfere with the quit and peaceful possession of the said land or holding thereof by the developers nor shall interfere with the right of the developer to construct, erect and complete the said building. To facilitate construction, the owner shall provide all co-operation .immediately on execution of this agreement the owner shall hand over .

Surendra Kumar
06/02/2012

For Swastik Enricon Pvt. Ltd.
Rajeev Ranjan
6/2/12 Managing Director