Serial No. 5612 Circle:-:Patna City Book No. :- 1 Deed No. 5114

Serial No. 5612 Deed No. 5114

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

This document was presented for registration on **09/05/2016** by **Abhay Kumar Sinha**
A stamp duty of Rs. **440100**/- and other fees of Rs. **26625**/- 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. **5114** in Book No. **1**, Volume No. **121** on pages from **323** to **346** and has been preserved in total **24** pages in C.D. No. **18** / Year **2016**

Signature with Date
(**Prashant Kumar**)
Registering Officer, **Patna**

Date: 09/05/2016 Token No: 5826/2016

SCANNED BY

(Development Agreement)

This development agreement executed and entered into this 9th day of **May, 2016** (Two thousand & sixteen A.D. of Christian Era) at Patna.

BETWEEN

1. **Shri Abhay Kumar Sinha** son of Shri Dinesh Prasad,

Sign. of Executant
1 Abhay Kumar Sinha 9.5.16

For, Sarvodaya Marketing Pvt. Ltd.
Managing Director

5/9/2016

Resident of Village- Oriyawan, Thana- Ekangarsarai, Dist- Nalanda, by Nationality, Indian,
Mobile no. 9431369332

2. **Shri Munnu Prasad Sinha** son of Shri Dinesh Prasad, no. 1 & no.2 both are Residents of Village- Oriyawan, Thana-Ekangarsarai, Dist.- Nalanda, by Nationality, Indian, Hereinafter collectively called and/or referred to as the Owners (which expressions shall unless to be repugnant to the context or meaning thereto, mean and include their heir, administrators, executors, legal representatives and/or successors-in-interest) of the **FIRST PART.**
Mobile no. 9871556161

AND

SARVODAYA MARKETING PVT. LTD., a company registered under Companies Act, 1956 having its Registered office at L/OO1, Block 'B', Om Nirmalya Apartment, Nageshwar Colony, Boring Road, Patna, Bihar, with Registration No. 03-08240 of 1997-98 and CIN No U45400BR1997PTC008240 through its Managing Director **Sri Devendra Narayan Singh**, son of Late Basudeo Prasad Singh hereinafter referred to as the Company which expression shall unless excluded by or repugnant to the context be deemed to mean its successors, representatives, executors, receivers, administrators and assigns of the **SECOND PART.**
Mobile no. 9431020773

WHEREAS, land measuring 14.3333 Decimals purchased in the name of **Smt. Yageshwari Devi** daughter of Sri Nathuni Mahto resident of Village- Oriyawan, P.S.- Ekangarsarai, District- Nalanda, from (i) Sri Narendra Kumar Singh son of Sri Brinda Singh (Advocate), (ii) Sri Pradeep Kumar & (iii) Sri Amrendra Kumar both minor sons of Narendra Kumar Singh all resident of Bahadurpur, P.S.- Sultanganj, District- Patna, which is registered in the office of the District Registrar Patna in Book no. 1, Volume no. 60, Pages from 375 to 382 bearing Deed no. 2796 dated

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Managing Director
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07.03.1979. Since then she came in actual physical possession over the land and died on 9-6-2015 leaving behind her two sons Shri Abhay Kumar Sinha & Shri Munnu Prasad Sinha and one daughter Smt Nilu Sinha. After her death all inherited the property as absolute owner. The daughter Smt Nilu Sinha relinquished her share of the property in favour of her brothers. Accordingly both sons Shri Abhay Kumar Sinha & Shri Munnu Prasad Sinha came in actual physical possession over the land and mutated their name in the State Serista vide Zamabandi no. 14738.

Land measuring 3.3867 Decimal is the gifted property of the each land owners Shri Abhay Kumar Sinha & Shri Munnu Prasad Sinha, gifted by their father Sri Dinesh Prasad son of Meghu Prasad resident of Village- Oriyawa, P.S.- Ekangarsarai, District- Nalanda. The Gift Deed of Sri Munnu Prasad Sinha is registered in the office of the District Registrar Patna in Book no. I, Volume no. 452, Pages from 321 to 328 bearing Deed no. 26183 dated 31.10.2011. And the Gift Deed of Sri Abhay Kumar Sinha is registered in the office of the District Registrar Patna in Book no. I, Volume no. 452, Pages from 329 to 336 bearing Deed no. 26184 dated 31.10.2011. Since then both land owners came over the property fully described in the Schedule- I of this deed as absolute owner.

AND WHEREAS, the aforesaid land owners filed a petition for mutation in their names before the circle officer Patna, which was recorded as Mutation Case no. 1620/4 2015-16 and after passing the order the names were entered in records of the government and accordingly revenue rent receipt has already been issued to the land owners.

AND WHEREAS, the said land owners expressed their desire to develop the landed property and to construct multi-storied Building on Cadastral survey Plot No. 240 (P), Khata No. 413, Tauzi No. 303, Mauza- Sandalpur, Pargna- Azimabad, Survey Thana- Patna City, Thana No. 11, At Present Thana- Sultanganj, Cadastral Survey Plot No. 240

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(P), Ward No.- 15, Circle No.- 50, Sheet No.- 109, Jujo Municipal, Survey Plot No. 2925, rent paid to Bihar Government Through C.O., Patna. Total land is 21.1067 Decimal which is in three Registered Deed No. 26183, 26184 and 2796 dated 31-10-11, 31-10-11 & 07-03-79 respectively. Total measuring an area of 21.1067 Decimal i.e. 6.755 Khattas more or less, is competent enough to give the aforesaid land on conversion basis to the aforesaid developer.

(A) **It is further represented and declared by the Owner:**

(i) That the said property is under their exclusive possession with absolute right, title and Interest, free from all encumbrances to transfer land convey the whole or part of the said Property, having a fully marketable title thereby.

(ii) That the owners have not created any encumbrances on the said property, or any part thereof by way of sale, mortgage, exchange, lease, trust, assessment, rights, gifts, liens, leave land license permission, rent, possession, charges inheritance or any other encumbrances whatsoever.

(iii) That no notice or notification for acquisition/ requisition under any of the statutes of the past or presently in force, have been received, served or passed by the P.R.D.A., the PMC, Income Tax Department or any other government authorities, for acquisition or Requisition of the said property or any part thereof (iv) That there are no attachments, either before or after judgment and there are no claims, demands, suits, decrees, / injunctions, orders, notice, petitions, or adjudication orders ' affecting the said property or any part thereof.

(v) That the owners have not entered in the past in any agreement for sale or development of the said property or any / part thereof nor have made any arrangement with anyone / whatsoever regarding the said property or any part thereof.

AND WHEREAS, the owners are interested in getting

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constructed multi-storied residential flats on the said property and acquire super built up area in the shape of, residential flats, parking spaces, etc. as consideration for the value of the lands of the said property when conveyed by the owners to the Developers.

(B) The aforesaid developer, offered to develop and construct at its own cost, a multi-storied residential building on the said property of the owners (hereinafter referred to as the said building) and the owners wanted and agreed to acquire flats, and other built-up area of the said building as consideration for the part of the said property to be conveyed by the owners to the developer or its nominees etc.

As a result of the negotiations between the parties hereto and on the representation and declarations made by the owners 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 THESE PRESENT WITNESSETH AND IT IS HEREBY AGREED TO BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS ;-

(1) The aforesaid owners do hereby appoint the aforesaid Developer as the Developer of the said property and irrevocably grant to the Developer, who hereby accepts from the Owners the exclusive right, possession and license to develop the said property fully described in the Schedule-I hereunder written in the manner and on the terms, conditions and stipulation hereinafter mentioned.

(2) That the entire area of land given in Schedule -I of this agreement shall be handed over to the developer for construction of a multistoried residential 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 PRDA/PMC.

For, Sarvodaya Marketing Pvt. Ltd.

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(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 court of law for the same. The land Owners 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, lift, intercom, C.C.T.V., etc. till the final finishing and completion of the entire building to make them habitable for the land Owners and other inmates of the building.

(5) The name of the proposed multistoried residential building complex shall be **"Om Yogeshwari-Dinesh Enclave"** or as mutually agreed upon by both the parties.

(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 and building in shape undivided share with all right, title and interest in the said building including Parkings. For the use and occupation of the land Owners as absolute Owners the all right and absolute title and possession over the same with an exclusive right to transfer, convey, sell grant lease or otherwise alienate their 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) In case Owner's 50 % (fifty percent) of the Super built-up area is not covered in the form of the complete flat taken, the developer will have to pay the equivalent Market Price to the Owners for the area.

(8) That similarly, the developer will retain 50 % (fifty percent) of the total super built-up area. In the 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 of otherwise alienate

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their 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. Both the land Owner and the developer will have absolute right, title and interest over their respective shares of super built-up area.

(9) That it is further agreed by the parties that any alteration in the approved building plan within the parameter of the PRDA/PMC building rules and regulation 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 Owners and the developer may alter such changes at its own risk and expenses. If any further construction will be made then the same shall be distributed between the land Owners and developer as per the above mentioned share. In case the entire building is required to demolish or is razed as a result of natural calamity and the building becomes inhabitable, all Owners, Developers and Purchasers, title holders to the building will have proportionate share of land. But no individual title holder is entitled to demolish his flat or building and demand share in the land.

(10) That the certificate of the architect regarding measurement of the super built-up area, built-up area and common service area will be final and binding on agreement.

(11) That the builder will develop and construct the proposed building with all amenities therein on and thereon and give peaceful vacant possession of the Owner's area to the Owners within 24 months from the date of sanction of the building plan, with further grace period of 6 Months (Six months) and another Six Months in case of any accidental such happenings 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 of the building any natural calamity, the Owners shall remain the Owners of the total land otherwise developer will be liable of penalty @ **Rs. 25,000/- per month** till the hand over of the said possession.

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(12) That the developer shall develop the said property themselves or through any agency, company etc. of their choice at their own cost and will be responsible for the development of the said land, but the Owners will have the right to inspect the development and construction of the said multistoried building. The developer will use the standard materials as specified in schedule-II.

(13) That the land Owners are entitled to verify and supervise the quality of materials to be used for construction of the building. If the land Owners find that the materials used for construction is not up to the marks and not of good quality then he should intimate the same to the developer and suggest to use better quality materials.

(14) The Owners shall at no time demand further sum of premium or any interest in any dealing regarding sale of Developer's area and the Owners 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 Owners.

(15) From the date of delivery of possession of Owner's area to the Owners, and or its allottee and the Developer and be its allotee shall jointly have or be deemed to have undivided right, title and interest over the total land of the said properties in the proportion of their respective share in the said building even without any further act, deed, matter done by the Owners in this regard.

(16) The Owners hereby undertake not to sell, dispose of, alienate, charge, encumber, sublease or otherwise transfer the said land and/or property 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 Development agreement save and except puffing the said Developers thereon for the purpose of development pursuant to this development agreement. The Owners shall at no point of time after the commencement of development activities of

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the said property as per the agreement try to dispossess the said developer directly or indirectly from the said property.

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

(18) Similarly the Owners shall be fully entitled to enter into agreements for sale or otherwise allot UNITS comprised^ in the Owner's area in the said building and which does not form part of the Developer's area. Whenever required by the Owner.

(19) A separate list of detailed specifications for the said building in schedule It is part of this Development Agreement.

(20) AND WHEREAS after the Registration of this Development Agreement in Registry Office, the Owner and Developers shall be entitled to sell or enter into agreement for sale or other agreement or mortgage their shares directly to its prospective buyers or any financial Institutions.

(21) That after the completion of the construction of the building project developer/promoter shall be absolute owners of their respective shares and they will be entitled to sell/transfer as per Provisions of Bihar Apartment Ownership Act, 2006 u/s 5 (1) & 5 (2) and others.

(22) That the final /deed of the flat along with common areas and common facilities i.e. common verandah and balconies, lifts, common staircase, lawns, garden lands, setback areas, boundary wall, common parking areas, generators, fire fighting equipments, electrical installations in common areas, pipes fittings, all other fittings and fixtures meant for common areas, shall be executed and registered by the developer/promoter or the land owner, as the case may be, as per sub-section (1) in favour of the prospective apartment purchasers.

(9) **THE DEVELOPER FURTHER UNDERTAKES**

(A) That they will not do any act of commission, omission, expressly or impliedly, directly or indirectly by which the

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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 Owner's area to the Owners,

(B) To indemnify the owners and always keep them indemnified and harmless in respect of all claims, 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 Owners and the developer 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 Regional development authority, shall be distributed between the Owners and developer in the same proportion, as mentioned herein above.

(D) The Owners will deliver to the developer and/or its duly authorized representative, certified copies/photo copies of all original title deeds documents and papers relating to the said property for complete examination of the Owner's title thereto and the Owners agree to co-operate with the developer in such examination of the Owner's 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)The developer shall be entitled to retain only photocopies/ Certified copies of the original documents pertaining to the said property including title deeds etc. however, the original documents will be produced by the Owners for inspection and photocopies will be given whenever required by the developer. However finally all the original documents shall he handed over to the Owner's society/association of Owners/allottees of UNITS.

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Managing Director
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(F) The construction of the said building will be super deluxe quality and the detailed specification is to be attached and part of the agreement and if the developers manage to construct any additional area (within the approved norms) more than the mentioned total area, the Owners and the developers will share the additional area in said ratio i.e. 50 % (Fifty Percent) in the residential constructed area and 50 % (Fifty Percent) in the residential constructed area to the developers.

(G) The developer may form as it deems proper, a Co-operative housing society/association of persons, and body corporate etc. for maintenance of common services of the building. And in due course, the unit Owners and their nominee(s) shall become members of such an organization formed by the developer and the unit Owners, their nominees, respective agents, servants, licenses, tenant etc. shall be bounded to abide by the rule and regulation 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 may be fixed and revised from time to time by the developer for the maintenance and management of the entire building complex.

(H) 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 Owners 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 contained in the aforesaid standard agreement and to execute similar agreement.

(I) The common area shall jointly be owned by all the Unit Owners 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

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Owners/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.

(J) The Owners agree that if any levy is imposed by Patna Regional development authority PMC 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 becomes applicable on the said land or the building thereon then the same shall be paid by the Owners and the developer (or its allzottee) jointly in the same proportion as their respective shares of super built-up area in the said building.

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

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

(M) That the Owners agree and undertake that in case of any dispute or litigation by person(s) claiming to be the co-sharer or contained in the schedule-I property or claiming his/their right / title or interest though the Owners(s) relating to the right, title and interest regarding the Schedule-I property, the ongoing construction and development activities shall not be stopped or affected in any manner and the same shall be matter of the Owner's and the Owners shall keep the developer indemnified and development activities shall be free from all hindrances(s) so that the project may be completed in time.

(N) That the entire cost to be incurred for registration of this development agreement shall borne by the developer and the land Owner will have no concern with that.

For, Sarvodaya Marketing Pvt. Ltd.
9.8.16
Managing Director

Sign. of Executant
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(O) That in case of any dispute or differences between the parties arising out of relating to this development agreement, 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 he conducted under the provisions of the arbitration & conciliation Act, 1996 as amended from time to time at Patna.

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

(Q) That at the time of registry of Development Agreement, agreement shall be done separately in the name of each Land Owner of there respective land all the terms and conditions will remain same of each Land Owner.

DETAILS OF THE PROPERTY:

SCHEDULE- I

Land measuring 21.1067 Decimal i.e. 6.754144 Kathas more or less subject to actual measurement bearing Cadastral Survey Plot No. 240 (P), Khata No. 413, Tauzi No. 303, Mauza-Sandalpur, Pargua- Azimabad, Survey Thana- Patna City, Thana No. 11, At Present Thana - Sultanpur, Ward No. -15, Circle No. 50, Sheet No. 109, Jujo Municipal, Survey Plot No. 2925, rent paid to Bihar Government Through C.O, Patna. within the Municipal corporation area and under the district/sub-registrar, Patna, and

Bounded as follows-

NORTH:- **Branch Road.**
SOUTH:- **Plot No. 240 Part.**
EAST:- **Plot No. 240 Part.**
WEST:- **Branch Road.**

Note:- Govt. value is mentioned at **Code no.- 500 & Zone- 2** of M.V.R.2016-17.

The market value of above land is **₹ 2,19,51,000/-** (Rupees Two crore nineteen lac fifty one thousand) only.

For Sarvodaya Marketing Pvt.
Managing Direct.
9.5.16

Abhay Kumar Sinha
9.5.16

IN WITNESS WHEREOF the Land Owners and Developer have set their hands to this deed of Development Agreement with their free will and sound mind on the day, month and the year first above mentioned in the presence of the following witnesses.

WITNESSES :-

1. Suresh Prasad
S/o Late Thakur Prasad
Lodna Dhan Mang
Rohtas Bazar Patna
.....

1. Abhay Kumar Sinha
9.5.16

Signature of the Land Owner

2. [illegible]
[illegible]
[illegible]
.....
.....
.....

For, Sarvodaya Marketing Pvt. Ltd.

9.5.16 Managing Director

Signature of the Developer

Drafted on the format provided by the Govt. of Bihar, Department of Registration website www.registration.bih.nic.in and as per instructions of the land owner & developer :-

Printed:-

(MANOJ KUMAR)
Advocate
UDDYOGIJI'S CHAMBER,
Collectorate Bar Association,
Patna

09/05/2016

(Dr. ANIL KUMAR SINHA, "UDDYOGI")
Advocate
'Chamber', Collectorate Bar Association
Patna

[illegible] चालान [illegible] किया।

प्रभारी लिपिक 9/5/16

प्रकार के रोक से मुक्त था

प्रभारी लिपिक 9/5/16

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. 440100/-	Amt.Paid By N.J Stamp Paper	Rs. 0/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 466725/-

Registration Fee

A1	21000	C	0	H1b	0	K1a	0	Lii	0
A8	0	D	0	H2	0	K1b	0	Liii	0
A9	0	DD	0	I	5000	K1c	0	Mb	25
A10	0	E	0	J1	0	K2	0	Na	0
B	0	H1a	0	J2	0	Li	0		
							TOTAL-		26025

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 26625

LLR + Proc Fee		Service Charge
LLR	0	600
Proc.Fee	0	
Total	0	

Registering Officer
Patna

Date: 09/05/2016

Endorsement under section 52

Presented for registration at Registration Office, Patna on Monday, 09th May 2016 by Abhay Kumar Sinha Dinesh Prasad by profession Others. Status - Executant

Abhay Kumar Sinha
09/05/2016

Signature/L.T.I. of Presentant **Date:09/05/2016**

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Sureshwar Prasad' age '50' Sex 'M', 'Thakur Prasad', resident of 'Raja Bazar, Gali No-3, Patna Sadar, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 09/05/2016

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 121 on pages on 323 -346 , for the year 2016 and stored in CD volume No. CD-18 year 2016 .The document no. is printed on the Front Page of the document.

Registering Officer
Patna

Date : 09/05/2016

Token No. : 5826 **Year : 2016** **S.No. : 5612** **SCORE Ver.4.0** **Deed No . : 5114**

5/9/201