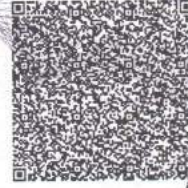


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INDIA NON JUDICIAL
Government of Bihar
e-Stamp



12/10/19

Certificate No.	: IN-BR06236652254943R
Certificate Issued Date	: 18-Oct-2019 12:59 PM
Account Reference	: SHCIL (FI)/ brshcil01/ PATNA/ BR-PAT/ PTC
Unique Doc. Reference	: SUBIN-BRBRSHCIL0107030655433413R
Purchased by	: MAA BHAWANI BUILDCON PVT LTD
Description of Document	: Article 5 Agreement or memorandum of an Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: Not Applicable
Second Party	: MAA BHAWANI BUILDCON PVT LTD
Stamp Duty Paid By	: MAA BHAWANI BUILDCON PVT LTD
Stamp Duty Paid (Rs.)	: 18,000 (Eighteen Thousand only)
Reg. fee (Rs.)	: 0 (Zero)
LLR & P Fee (Rs.)	: 0 (Zero)
Miscellaneous Fee (Rs.)	: 0 (Zero)
Discore SC (Rs.)	: 0 (Zero)
Total Amount (Rs.)	: 18,000 (Eighteen Thousand only)



MAA BHAWANI BUILDCON PVT. LTD.

SK

Managing Director

MAA Bhawani Buildcon Pvt. Ltd.
Shailendra Kumar
Managing Director 18/10/19

Gurvi Jee Sinha
18.10.2019

Do not write or type below this line

SR 0005132493

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilstamp.com". Any discrepancy in the details on this Certificate and as

Serial No, 12526 Circle:-Danapur

Book No. :- 1 Deed No. 120

Serial No. 12526

Deed No. 1203



Govt. of Bihar
District Registry Office, Patna

Summary of Endorsement

This document was presented for registration on **18/10/2019** by **Girija Sinha**

A stamp duty of Rs. **141000/-** and other fees of Rs. **26575/-** 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. **12039** in Book No. **1**, Volume No. **286** on pages from **79** to **103** and has been preserved in total **25** pages in C.D. No. **43** / Year **2019**

Date: 16/11/2019

Token No: 12771 /2019

Signature with Date
(**Satya Narayan Choudhary**)
Registering Officer, Patna

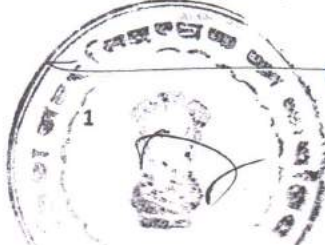
वस्त्रवेष्टा की जाँच किया
एवं
दस्तावेज में अंकित वर्णित विवरणी के अनुसंधान सही पाया।
जय शिविक
(प्रवीण कुमार)

SCANNED BY

(Development Agreement)

Maa Bhawani Buildcon Pvt. Ltd.
Shailash Kumar
18/10/19
Managing Director

This development agreement executed and entered into on
this...18th...day of Oct, 2019, at Patna,



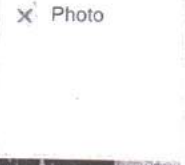
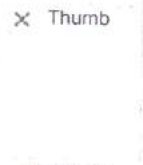
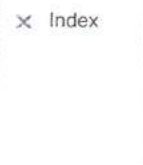
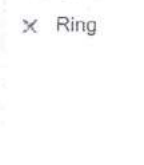
MAA BHAWANI BUILDCON PVT. LTD.

SK
Managing Director

Girija Sinha
18.10.2019

District Registry Office, Patna

Token Number 12771 Reg. Year 2019 Serial Number 12526 Deed Number

PreType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Shailesh Kumar (Director)						
Sig	Shailesh Kumar 18.10.19						
Presented By	Girija Sinha						
Sig	Girija Sinha 18.10.2019						
Executant	Girija Sinha						
Sig	Girija Sinha 18.10.2019						
Identified By	Sanjay Kumar						
Sig	Sanjay Kumar 18.10.2019						

SCORE Ver.4.0

Powered by IL&FS Technologies Ltd.

Biometric Captured By 2800sop

MAA BHAWANI BUILDCON PVT. LTD.

SK

Managing Director



महोदय, मैं आपको यह सूचित कर रहा हूँ कि मैंने आपके कार्यालय में 18.10.2019 को आपके सामने अपने हस्ताक्षर और निशानों को दर्ज करवाया है। मैं आपका धन्यवाद करता हूँ।

11/11/19

Girija Sinha
18.10.2019

BETWEEN

SMT. GIRIJA SINHA, Wife of Sri Viswanath Sinha, resident of Patel Nagar, P.S. Shastri Nagar, Town and District Patna, hereinafter referred to as the "**LAND OWNER**", (which expression shall unless excluded by or repugnant to the context or meaning thereto mean and includes her heirs, successors, executors, administrators, legal representatives, nominees and assignees) of the **FIRST PART**.

AND

M/S MAA BHAWANI BUILDCON PRIVATE LIMITED, a company incorporated under the provisions of Companies Act-1956, bearing CIN No. U45200BR2012PTC018553 having its registered office at Ashiana Nagar, A.G.Colony Road, Friend's Colony, P.S. Shastri Nagar, Town and District Patna through its Directors **SRI SHAILESH KUMAR**, Son of Sri Om Prakash Sinha, resident of Ashiana Nagar, A.G. Colony Road, Friend's Colony, P.S. Rajeev Nagar, Town and District Patna hereinafter called and referred to as the "**BUILDER / DEVELOPER**" (which expression shall unless it be repugnant to the context or meaning thereto mean and include its administrators, legal representatives or successor-in-interest) of the **SECOND PART**.

PAN NO. **AAICM5519M**.
Mob No. **9304447751**.

WHEREAS, the above named First part is the absolute owner of 4081 Sq.ft. land, who acquired the aforesaid land by two separate registered deed of sale. Out of 4081 Sq.ft. of land, 2041 Sq.ft. of land pertaining to Society Plot No. 03 purchased by the First part under a registered deed of absolute sale dated 17/07/1992 vide deed No. 5754, entered in Book No.1, Volume No, 29, pages from 489 to 496, registered at Sub. Registration office Danapur from Kashi Viswanaath Sahkari Grih Nirman Samiti Ltd. through its Secretary Sri Viswanath Singha. The remaining 2040 Sq.ft. land, pertaining to Society Plot No. 04 purchased

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MAA BHAWANI BUILDCON PVT. LTD.

SR

Managing Director

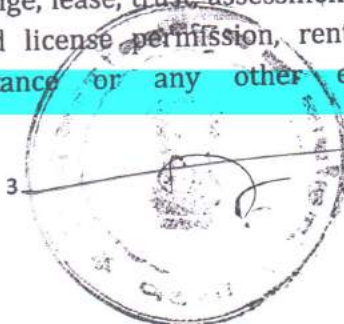
by the said Smt. Girija Sinha under a registered deed of absolute sale dated 11/04/2001 vide deed No. 2146 from Sri Baleshwar Prasad Singh. The details of land owned by Smt. Girija Sinha is clearly mentioned in Schedule-First of this Development agreement.

WHEREAS, after purchasing the aforesaid land, the First part took possession of the Scheduled land and got her name mutated in Government records and is paying ground rent to the State of Bihar through Circle office and accordingly rent receipt is being issued in her name.

WHEREAS, the above named land owner expressed her desire to develop and construct a multistoried residential building complex over the aforesaid scheduled land.

WHEREAS, when Sri Shailesh Kumar, one of the directors of the developer Company came to know the desire of the land owner, he approached the land owner and showed his willingness to develop the aforesaid and construct a multistoried building complex over the Scheduled land by adhering to all the applicable law, Rules, bye-laws including the mandates of the Real Estate (Regulation and Development) Act, 2016. The land owner considered the request of the developer and agreed to develop the scheduled land through the above named developer. During negotiation, the land owner represented and declared that :-

- (i) The Scheduled property is under her exclusive possession with absolute right, title and Interest, having a fully marketable title thereby.
- (ii) The land owner has 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.



MAA BHAWANI BUILDCON PVT. LTD.

(SK)

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(iii) 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 Patna Municipal Corporation, Competent Authority, the Income Tax Department or any other government authorities, for acquisition or Requisition of the said property or any part thereof.

(iv) 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) The land owner has not entered or executed any agreement for sale or development with respect to the Scheduled property or any part thereof in past or present in favour of any third party.

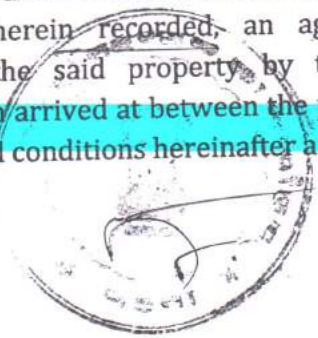
(B) And whereas, the land owner is interested in getting constructed a multi-storied building complex on the said property and acquire built up area in the shape of Units, parking spaces, etc. as consideration for the value of the land.

(C) The aforesaid developer, offered to develop and construct at its own cost, a multi-storied building complex on the said property of the land (hereinafter referred to as the said building) and the land owner agreed to acquire Units and other built-up area of the said building as consideration for the part of the said property.

(D) As a result of the negotiations between the parties hereto and on the representation and declarations made 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 the terms and conditions hereinafter appearing.

MAA BHAWANI BUILDCON PVT. LTD.
Shailish Kumar
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(Signature)

**NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY
AGREED TO BY AND BETWEEN THE PARTIES HERETO AS
FOLLOWS:-**

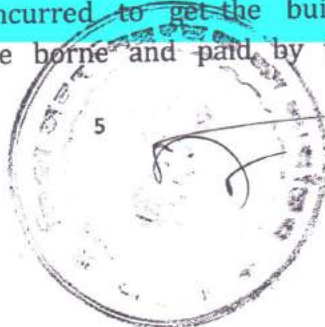
- (1) The aforesaid land owner do hereby appoint the aforesaid Developer as the Developer of the said property and irrevocably grant permission to develop the Scheduled property, who hereby accepts from the Land owner the exclusive right, possession and license to develop the said property, fully described in the First Schedule hereunder written in the manner and on the terms, conditions and stipulation hereinafter mentioned.
- (2) That the entire area of land as given in First Schedule of this agreement shall be handed over to the developer by the land owner for construction of a multistoried building complex after registration of the project under the provisions laid down in the Real Estate (Regulation and Development) Act, 2016 and the entire cost to be incurred for construction of the same shall be borne and paid by the Developer. The developer will construct the proposed building as per the sanctioned building plan of the competent authority.
- (3) It is also agreed between the parties that within 03 (Three) month from the date of execution and registration of this Development Agreement, the Developer shall prepare a building plan or drawing through a registered architect for the entire land, as mentioned in First Schedule of this development agreement and will submit the same with the competent authority for its approval in its own name and signature for the entire land but all the expenses to be incurred to get the building plan approved shall be borne and paid by the developer. The

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SK

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architect shall make plan, lay out plans of the multistoried building and all floors with specifications and as required under law. The developer shall provide a building plan to the land owner. All the papers to be required for approval of the said building plan shall be provided by the land owner, which are in her possession to the developer.

- A. That it is agreed by the parties that the developer shall develop the project in accordance with the approved lay-out plans, floor plans and specification. The developer undertakes to strictly abide by such plans and the bye-laws of Patna Municipal Corporation building Rules and Regulation, FAR and density norms and shall not make any variation/ alteration, modification in plans otherwise in the manner prescribed under law.

- (4) The Developer and the land owner have jointly assessed that based on presently permissible F.A.R. as per P.R.D.A. (Dissolved) building bye-laws it shall be possible to construct total built-up area as approved by the competent authority on the said property, whose built-up area shall be distributed over several floors of the said building and on that basis this agreement is being entered into by and between the parties. The above super built-up area does not include saleable parking space, if it is open, but the parking space will also be distributed on the same percentages i.e. land owner will have right of 50% parking space as the land owner's area.

- (5) That after securing building plan from the competent Authority, the developer shall get the project registered under the provisions of Real Estate (Regulation and Development) Act, 2016, at its own cost and expenses. The land owner shall extend all co-operation to the developer by providing all papers, which are in her possession, required consent letter, Authority Letter etc.

MAA BHAWANI BUILDCON PVT. LTD.
Shailust Kumar
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- 7
- (6) That the builder/developer will develop and construct the proposed multistoried building with all amenities therein or thereon and give peaceful vacant possession of the land owner's area/ share to the land owner within 36 (Thirty Six) months from the date of sanction of the building plan or from the date of handing over the vacant possession of the scheduled land by the land owner, which ever is later. In case the builder fails to complete the construction work within the stipulated time as mentioned above, then the land owner will provide 06 (Six) months more time to the developer as grace period.
- (7) As there may be any unavoidable delay due to unforeseen circumstances beyond the control of the Developer i.e. strike, natural calamities like floods, earthquake, war, and riots in or around the India affecting the construction work, the period mentioned above shall be extended automatically till disturbances continued and normalcy is restored to start the construction work, it would be seen and judged mutually by the land owner and the Developer.
- (8) It is made expressly clear that the time is essence of this agreement and there shall be no grace period except as mentioned in Para No. 06 of this development agreement.
- (9) That it is also agreed between the parties that the second part shall pay a sum of Rs. 3,00,000/- (Rs. Three lacs) only per katha to the land owner as non refundable amount. At the time of execution and registration of this Development agreement, the Developer second part is paying a sum of Rs. 1,00,001/- (Rupees One lakh and One) to land owner by an account payee cheque, the details of payment made by the developer to the land owner is clearly mentioned in Second Schedule of this deed of Development agreement. The balance amount

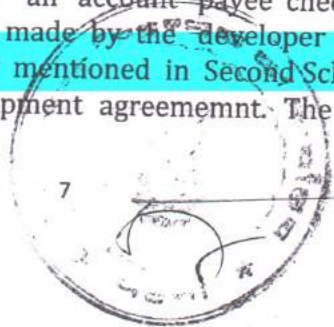
MAA BHAWANI BUILDCON PVT. LTD.

Shailush Dumar

Managing Director

18/10/19

Girija Senha
18.10.2019



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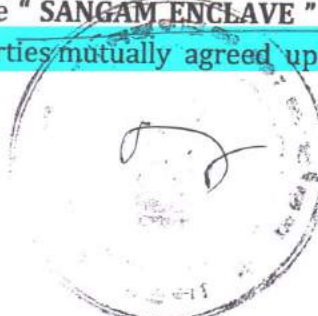
Managing Director

will be paid at the time of sanction of the proposed building plan by the competent authority.

- (10) That it is also agreed between the parties that in case due to defect of title of the land owner, the developer is unable to construct or complete the construction work of the proposed building then in that case the land owner shall refund the entire non refundable amount to the developer with interest.
- (11) That the developer will be exclusively responsible for any accident or incident to be caused during the period of construction and they will be responsible and answerable before the court of law for the same. The Land owner will not be responsible for the same in any way.
- (12) That the entire multistoried building shall be constructed by the developer and the entire cost to be incurred for construction shall be borne and paid by the developer including the cost of sewerage, drainage with all fittings, amenities, electric fittings, water connection, electrification, generator, lift, intercom etc. till the final finishing and completion of the entire building to make them habitable for the Land owner and other inmates of the building.
- (13) That the land owner hereby declares and affirm that the property in question is free from all defects, right, title and interest, liens, charge. The land owner has not leased out, exchange or executed any kind of deed in favour of any person or persons in respect of the said property.
- (14) The name of the proposed multistoried building complex shall be "SANGAM ENCLAVE" or any other name as the parties mutually agreed upon.

MAA BHAWANI BUILDCON PVT. LTD.

Shailish Kumar
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MAA BHAWANI BUILDCON PVT. LTD.

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- (15) That the developer agreed to hand over 50% (Fifty percent) of the total built up area to the land owner and the remaining 50% (Fifty percent) of the total built-up area would be retained by the developer and both the parties would have absolute right, title and interest over their respective share along with the proportionate share in the land 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. It is agreed between the parties that during construction of the proposed multistoried building complex, the developer may enter into an agreement for sale with its intending buyers soon after registration of the project under the Real Estate (Regulation and Development) Act, 2016.

- (16) That after execution and registration of this development agreement and sanction of the building plan, the land owner and the developer will take joint exercise to distribute and allocate their respective shares. The details of units to be allotted to the land owner in lieu of their 50% shares will be clearly mentioned in the said distribution agreement. The share / portion of the land owner and the developer shall be mutually distributed and allocated on pro-rata basis.

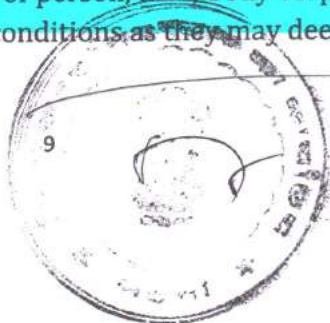
- (17) That the land owner will retain 50% (Fifty percent) of the total built-up area in shape of complete Units with proportionate share in land attributed to each unit and car parking spaces in consideration of cost of land with an absolute, right, title and interest over the same and may transfer, convey, sell, grant lease of 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.

Maa Bhawani Buildcon Pvt. Ltd.

Shailkesh Dumar

18/10/19

Girija Sinha
18.10.2019



MAA BHAWANI BUILDCON PVT. LTD.

SK

Managing Director

- (18) That similarly, the developer will retain 50% (Fifty percent) of the total built-up area in shape of Units with proportionate share in land attributed to each unit and car parking spaces in consideration of cost of construction with an absolute, right, title and interest and may transfer, convey, sell, grant lease or otherwise alienate 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.
- (19) That the parties concerned will sell, alienate or enter into an agreement for sale with respect to their respective allocated share only after execution of the proposed distribution agreement.
- (20) That the certificate of the architect regarding measurement of built-up area and common service area will be final and binding on both the parties. In case of any doubt, the architect will take exercise to measure the built-up area and common service area in presence of both the parties or their authorized representative.
- (21) The Land owner shall, after the execution of this agreement allow every facility to the Developer, their staff, Engineers, Architects, workers etc. to enter upon the said property to enable the Developer to carry out various primary development works as stipulated in this agreement. The land owner agree to hand over the scheduled land immediately after execution and registration of this development agreement.
- (22) That the developer shall develop the said property themselves at its own costs, expenses and efforts and will be responsible for the development of the said land, but the land owner will have the right to inspect the development and construction of the said

MAA BHAWANI BUILDCON PVT. LTD.
Shailendra Kumar
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Shailendra Kumar
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multistoried building. The developer will use the standard materials as per advice of Architects.

- (23) That the Land owner is entitled to verify and supervise the quality of materials to be used by the developer for construction of the building. If the Land owner find that the materials to be used for construction is not up to the mark and not of good quality then the land owner should intimate the same to the developer and suggest them to use better quality of materials and the developer shall rectify the same at once, the land owner will not force to stop the construction work, if the developer do the work as per agreement and by adhering all related law and using standard material and good workmanship.
- (24) From the date of delivery of possession of the land owner's area to the land owner or her allottees and the Developer and /or its allottees shall jointly have or be deemed to have undivided right, title and interest over the total land of the said properties in the proportion of their respective share in the said building even without any further act, deed, matter done by in this regard.
- (25) The Land owner 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 or acts, deeds, matters or things as shall be in breach of terms of this Development Agreement save and except putting the said Developer thereon for the purpose of development pursuant to this development agreement. The Land owner shall at no point of time after the commencement of development activities of the said property as per the agreement try to dispossess the said developer directly or indirectly from the said

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Shailish Kumar
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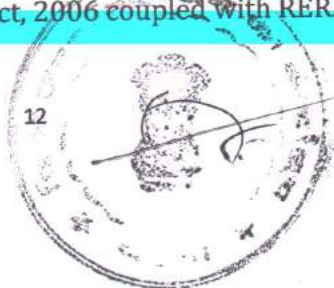
Girija Sinha
18.10.2019

property save and except as provided in these present.

- (26) The developer shall be entitled to enter into agreement for sale, or otherwise allot UNITS out of and from the Developer's area in the said building and which does not form part of the land owner's area, whenever required by the Developer by adhering the provision laid down under the Real Estate (Regulation and Development) Act, 2016.
- (27) Similarly the land owner shall be fully entitled to enter into agreements for sale or otherwise allot UNITS comprised in the land owner's area in the said building and which does not form part of the Developer's area.
- (28) That the material to be used for construction of poposed multistoried building complex and its specifications are clearly mentioned in Schedule-III of this development agreement and it will be treated as part of the development agreement.
- (29) After the Registration of this Development Agreement and after registration of the project under the Real Estate (Regulation and Development) Act, 2016 , the land owner and the Developer shall be entitled to sell or enter into agreement for sale their respective shares directly to its prospective buyers or any financial institution by following provisions of RERA.
- (30) That after completion of the construction of the building project, the developer/ promoter/ land owner shall be absolute owner of their respective shares and they will be entitled to sell/ transfer their respective shares as per the Provisions of The Bihar Apartment Ownerhip Act, 2006 coupled with RERA.

Maa Bhawani Buildcon Pvt. Ltd.
Shailish Kumar
Managing Director
18/10/19

18/10/2019
Gurpreet Singh



MAA BHAWANI BUILDCON PVT. LTD.

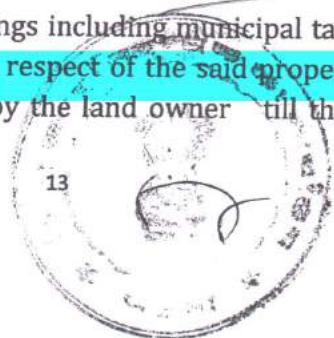
(Signature)
Managing Director

THE DEVELOPER FURTHER UNDERTAKES:-

- (A) That the developer will not do any act of commission, omission, expressly or impliedly, directly or indirectly by which the land owner's right, title and interest over the said property may in any manner be adversely affected until the developer has given delivery of possession of the land owner's area to the land owner.
- (B) The Developer and/ or its allottees shall not mortgage the Land owner's share/ area with any Bank(s) or financial Institution(s). The Developer can obtain loan from any Bank or any financial Institution for the development of the project only but for that the developer alone shall be liable and responsible. The land owner shall not be liable and responsible for such loans, mortgage obtained either by the developer or its allottees and the developer shall always keep and hereby keeps the landowner indemnified in this respect.
- (C) To indemnify the landowner 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 and / or for contravention, breach of any law, Act, Statute, Rules and bye-laws.
- (D) That it is also agreed between the parties that the parking space will not to be sold to any outsider or stranger other than the inmates of the building.
- (E) All outgoing including municipal taxes and any other charges in respect of the said property shall be borne and paid by the land owner till the date of handing

Maa Bhawani Buildcon Pvt. Ltd.
 Ghailush Kumar
 Managing Director
 18/10/19

Pratibha Sinha
 18.10.2019



MAA BHAWANI BUILDCON PVT. LTD.

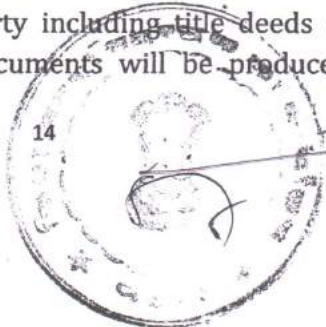
(Signature)
 Managing Director

over the vacant possession of the Scheduled Land to the Developer and thereafter the same shall be borne and paid by the Developer till the delivery of possession of the Land owner's area/ share to the Land owner.

- (F) After the delivery the land owner's area/ share to the land owner all out going in respect of the said property and the said building thereon shall be borne and paid by the land owner and the Developer and their nominees separately and proportionately in proportion to their respective share in the total super built-up area.
- (G) The land owner 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 Competent Authority, the same may be constructed by developer at its own costs and expenses and the extra area/ construction will be distributed in ratio as mentioned this development agreement.
- (H) The land owner will deliver to the developer and/or its duly authorized representative, photo copies of all original title deeds documents and papers relating to the said property for complete examination of the land owner's title thereto and the land owner agree to co-operate with the developer in such examination of the land 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.
- (I) The developer shall be entitled to retain only photocopies of the original documents pertaining to the said property including title deeds etc. however, the original documents will be produced by the land

MAA BHAWANI BUILDCON PVT. LTD.
Shailesh Kumar
Managing Director
18/10/19

Shiriza Sinha
18/10/2019



MAA BHAWANI BUILDCON PVT. LTD.

SR
Managing Director

owner for inspection whenever required by the developer. However, after completion of the building/ project, finally all the original documents shall be handed over to the association or maintenance agency.

- (J) The developer and / or the land owner may form as it deems proper, a Co-operative housing society /association of persons, and body corporate etc. for maintenance of the common service area of the building and all the unit holder including the land owner will be members of such housing Society and shall be bound to contribute towards the cost of formation of such organization as well as to pay the regular maintenance charges as may be fixed or revised from time to time by the owne's association of the apartment for the maintenance and management of the entire building complex, except the internal part of units. The component of land will be conveyed to such society, association at the time of registration of unit (s) of the multistoried building.

- (K) The common area shall be jointly owned by the land owner and the developer of all the portion of the said building with equal and co-extensive entitlements to use all common area and facilities intended for utilization by occupants of the said building on the same terms and conditions applicable to all such utilization. No inmates of any part of the said building will have any exclusive right, title and interest over the common area and common facilities except the right to common use.

- (L) The Parties agree that in case any fine or penalty/fee is imposed on the said building for any breach of law and for any alleged deviation from the sanctioned plan and/or excess construction of the built-up area then the same shall be borne and paid by the developer

MAA BHAWANI BUILDCON PVT. LTD.
Shailush Dumar
Managing Director
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Girija Sinha
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alone. The landowner shall have no liability or responsibility for the same.

- (M) The Land owner will have to pay applicable GST to the competent authority through the above named Developer at the time of handing over the owner's share to owner.
- (N) That it is agreed that in all transfer/conveyance of land and/or built-up area, the purchaser(s) /transferee(s) shall bear the cost of stamp duty, registration fee and other registration charges/expenses etc.
- (O) That the land owner agrees and undertakes that in case of any dispute or litigation by person(s) claiming to be the co-sharer in the scheduled property or claiming his/ her right, title or interest on and over 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 in between the land owner and such person(s) and in this respect the land owner shall keep the developer indemnified and development activities shall be free from all hindrances(s) so that the project may be completed within stipulated time.
- (P) That in case of any dispute or differences between the parties arising out or relating to this development agreement, the same shall be settled by reference of the dispute or differences to the arbitrator(s) appointed by both the parties and such arbitration shall be conducted under the provisions of the Arbitration & Conciliation Act, 1996 as amended from time to time. Sitting place of arbitration will be at Patna.
- (Q) That the courts of Patna, shall have the exclusive jurisdiction over all the matters or dispute arising in respect of and from this agreement.

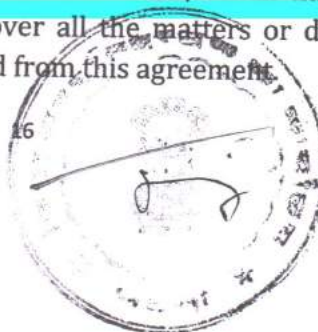
MAA BHAWANI BUILDCON PVT. LTD.

Shailash Kumar

Managing Director

18/10/19

Shailash Kumar
18.10.2019



MAA BHAWANI BUILDCON PVT. LTD.

SK

Managing Director

SCHEDULE-I

Details of property owned by Smt. Girija Sinha.

LOT-I

All that piece & parcel of vacant land measuring 2041 Sq.ft. little more or less, pertaining to Survey Plot no. 623, (Six hundred and Twenty Three), Society Plot No. 03, Khata No. 268, (Two hundred and Sixty eight), under Thana No. 17 (Seventeen), Thana Code No. 01, **Zamabandi No. 5148/1, Part 17, pages 74538** situated in Mauza- Sikanderpur, mohalla Sangam Vihar (Mithila Colony), P.S. Danapur, Town and District Patna Sub. Registry office Danapur, Sadar Registry office Patna, within the limit of Nagar Prishad, Danapur Nizamat, and the same is bounded and butted as follows:-

Govt. Value **Rs. 30,45,800/-**

BOUNDARY

North :- 20 feet wide Society Road,

South :- Society Plot No. 02,

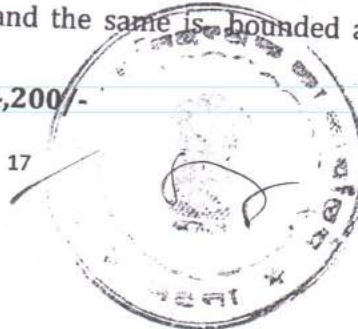
East :- Survey Ahaar, Presently Branch road.

West :- Society Plot No. 04,

LOT-II

All that piece & parcel of vacant land measuring 2040 Sq.ft. little more or less, pertaining to Survey Plot no. 623, (Six hundred and Twenty Three), Society Plot No. 04, Khata No. 268, (Two hundred and Sixty eight), under Thana No. 17 (Seventeen), Thana Code No. 01, **Zamabandi No. 5148/1, Part 17, pages 74538** situated in Mauza- Sikanderpur, mohalla Sangam Vihar (Mithila Colony), P.S. Danapur, Town and District Patna Sub. Registry office Danapur, Sadar Registry office Patna, within the limit of Nagar Prishad, Danapur Nizamat, and the same is bounded and butted as follows:-

Govt. Value **Rs. 30,44,200/-**



MAA BHAWANI BUILDCON PVT. LTD.

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Maa Bhawani Buildcon Pvt. Ltd.
Shail-esh Kumar
Managing Director 18/10/19

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BOUNDARY

North :- 20 feet wide samiti road,
South :- Society Plot No. 05,
East :- Society Plot No. 03,
West :- 12 feet wide samiti road,

VALUATION OF THE ENTIRE LAND.

Note :- Govt. value is mentioned at **Code No. 040** of M.V.R. 2016-17.

Total area 4080 Sq.ft. equivalent to 9.37 decimals
 @ 6,50,000/- per decimals vide Thana Code No. 040

Rs. 60,90,000/-

Non Refundable Amount Rs. 9,00,000/-

Total Rs. 69,90,000/-

SCHEDULE- II

Details of payment made by the developer to the land owner.

Sl.No.	Cheque No.	Dated.	Pay to	Rs.
1.	169838.	10/02/2019.	Girija Sinha.	Rs. 1,00,001/-

SCHEDULE- III**FEATURES AND SPECIFICATION OF UNITS**

- | | |
|-----------------------|---|
| 1. BUILDING | Earth Quake resistance. |
| 2. FOUNDATION | RCC frame structure with brick work in cement mortar as per design and specification of Architects/ Structural consultants. |
| 3. CHOWKHATS | Door frame of sal wood. |
| 4. MAIN DOOR | Teak wood finished door or flush door with brass fittings, locks, latches of reputed make. |
| 5. OTHER DOORS | 32 mm thick ISI mark flush door with stopper, lock and latch. |

Girija Sinha
18/10/2019

6. WINDOWS

Aluminium frame with 03 mm plain glass, and with MS grill.

7. FLOORING :

Vitrified tiles flooring Kajaria/ Somani/Joushon & Joushon (24" x 24" size) flooring along with skirting in all area of flats.

8. KITCHEN

- a) Flooring vitrified tiles.
- b) Working platform-granite slab (16 mm).
- c) Dado-24" high ceramic tiles.
- d) Sink : stainless steel sink with suitable hot and cold water tap fittings.
- e) Aqua Guard point provision.
- f) Gezeer point provision for hot water supply,
- g) Provision for exhaust fan/ fresh air fan point to be provided. H. Power point

9. DINNING SPACE
space.

Provision of one wash basin in related space.

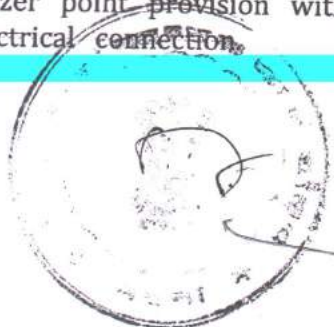
10. BATHROOM/ TOILET :

- a) Flooring- antiskid ceramic tiles.
- b) Walls- Ceramic tiles up to 7 feet height.
- c) Sanitary- white glazed vitreous sanitary ware of ISI mark (Hindware / Parryware).
- d) Fittings - Chromium plated fittings of ESSO/ MARC.
- e) Cistern-Ceramic cistern in matching colour (Hindware / Parryware).
- f) Washing Machine point provisions.
- g) Gezeer point provision with suitable electrical connection.

MAA BHAWANI BUILDCON PVT. LTD.

Shailendra Kumar
Managing Director 18/10/19

Shiriza Sinha
18.10.2019



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SK

Managing Director

- h) Fresh air fan point provisions in each bathrooms.

11. ELECTRICAL WORK :

- a) All internal wiring in concealed conduits with copper wires of ISI Marks.
- b) All electrical modular switches and accessories of ANCHOR/ LEGRAND/ HAVELLS make.
- c) Separate meter provision for utilities and common space electrification.

12. T.V. & TELEPHONE One T.V. point and one telephone plug pin provided in the Drawing, Dining room and in all the bed rooms.

13. CABLE

Cable point to be provided in the Drawing, Dining and in all the bed rooms.

14. INTERNAL WALL

All internal walls shall be finished with good quality plastic paint over proper base preparation of plaster of Paris.

15. EXTERNAL WALLS

All external walls shall be covered with putty and 02 coats of branded all weather coat paint with at least 07 years of warranty.

16. PARKING

Marble crazy flooring/ equivalent tiles with adequate lighting.

17. BORE HOLES

Boring and Tube well of adequate capacity CROMPTON / KSB or equivalent make submersible pump connected to adequate capacity underground / overhead storage tank for uninterrupted water supply to all flats.

18. LIFT

Provision of one elevator of a standard company (KONE or JOHNSON) of 04 passengers' capacity will be installed.

MAA BHAWANI BUILDCON PVT. LTD.
Shailendra Kumar
Managing Director
18/10/19

Sevija Singh
18/10.2019

19. GENERATOR

Good quality branded silent Generator (Mahindra/ Kirloskar make with adequate capacity for stand by Power supply together with canopy and diesel storage tank. 3 KVA Power Back-up to each flat from Generator.

20. TRANSFORMER

If permitted from PESU will be installed.

21. INTERCOM

Intercom facility provided in each flats with central Console at Security Guard station.

22. FIRE :

NOTE : The specification are tentative and subject to minor modification.

IN WITNESS WHEREOF the Land Owner 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 *Sanjay Kumar*

S/o Sri V. N. Sinha Gizi Za Sinha
East Patel Nagar
Road NO-4
Patna - 23

Signature of the Land owner. 18/10/2019

PAN No. ABVPS7767E

AADHAAR No. 2061 7529 6756

Mob. No. 82922-86388

2 *Ravi Shanker*

S/o Sri Uma Shanker Tripathi
HOUSE NO. 19
ROAD NO-4
NORTH PATEL NAGAR
PATNA - 800024

MAA Bhawani Buildcon Pvt. Ltd.

Shailesh Kumar

Managing Director

Signature of the Developer

18/10/19

MAA BHAWANI BUILDCON PVT. LTD.

Managing Director

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. 141000/-
Addl. Stamp duty paid under Municipal Act Rs. 0/-

Amt. Paid By N.J Stamp Paper Rs. 0/-
Amt. paid through Bank Challan Rs. 167575/-

Registration Fee										LLR + Proc Fee		Service Charge	
FEE PAID	A1	0	C	0	H1b	0	K1a	0	Lii	0	LLR	550	1000
	A8	0	D	0	H2	0	K1b	0	Liii	0	Proc.Fee	0	
	A9	0	DD	0	I	5000	K1c	0	Mb	25	Total	550	
	A10	0	E	20000	J1	0	K2	0	Na	0			
	B	0	H1a	0	J2	0	Li	0					
	TOTAL-										25025		
Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. -										26575			

Registering Officer
Patna

Date: 18/10/2019

Endorsement under section 52

Presented for registration at Registration Office, Patna on Friday, 18th October 2019 by Girija Sinha Sri Vishwanath Sinha by profession Others. Status - Executant

Girija Sinha
Signature/L.T.I. of Presentant
18.10.2019

Date: 18/10/2019

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Sanjay Kumar' age '35' Sex 'M', 'V.N. Singh', resident of 'House No.4, Near Gandhi Murti East Patel Nagar, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 18/10/2019

MAA BHAWANI BUILDCON PVT. LTD.

SK

Managing Director

Registering Officer
Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office, Patna in Book No. 1 Volume No. 286 on page no. 79 to 103 for the year 2019 and stored in CD Volume No. 43, year 2019. The document no. is printed on the front Page of the document.

Token No. : 12771

Year : 2019

S.No. : 12526

SCORE Ver.4.1

Deed No. : d No. :

Date : 16/11/2019

Registering Officer
Patna

DEED NO: 12039

MAA BHAWANI BUILDCON PVT. LTD.

(SK)

Managing Director



MAA BHAWANI BUILDCON PVT.

Managing Director

स्थायी लेखा संख्या

/PERMANENT ACCOUNT NUMBER

ABVPS7767E



नाम /NAME

GIRIJA SINHA

पिता का नाम /FATHER'S NAME

BISHWANATH SINHA

जन्म तिथि /DATE OF BIRTH

02-01-1938

हस्ताक्षर /SIGNATURE

Girija Sinha

MLR

आयकर आयुक्त, पटना

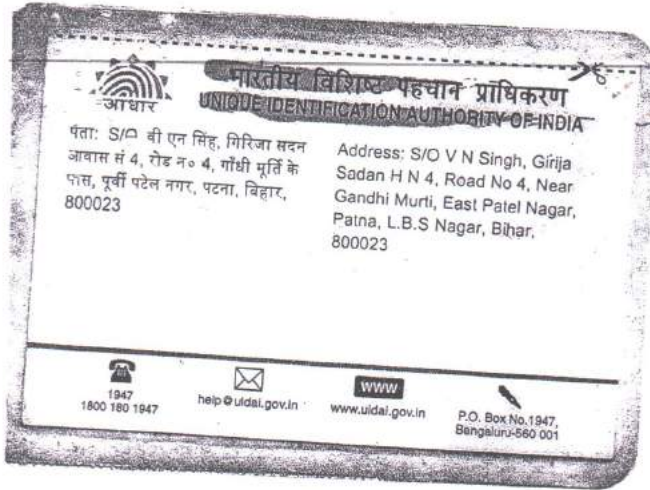
COMMISSIONER OF INCOME-TAX, PATNA

Girija Sinha
18/10/2019

MAA BHAWANI BUILDCON PVT. LTD.

SK

Managing Director



पहचान

Sanjay Kumar
18.10.2019

MAA BHAWANI BUILDCON PVT. LTD.

(SK)

Managing Director

GOVERNMENT OF BIHAR
DL : BR-0120040259684
 FORM-7

Name : **RAVI SHANKAR**
 SAVED of : **UMA SHANKAR TRIPATHI**
 Address : **NORTH PATEL NAGAR, ROAD
 NO 04, HNO. 19, P.O. KESHAR
 NAGAR, P.S. PATLIPUTRA,
 PATNA**

Valid Till (Transport) : **15-03-1974** **SS B+**
 Valid Till (Non-Transport) : **14-03-2024**
 *Authorisation to drive the following vehicle
 class throughout India.
 Type of Vehicles : **MCWG LMV NT Only**

Signature of Holder

Issued on : **14-02-2004**

R Shankar

232617 **DL : BR-0120040259684**

Original LA : **DTO, PATNA**
 Old DL No : **1846/2004PATNA**
 Date Of Issue : **26-04-2014**

Class Of Vehicles :

Vehicle Class	Issue Date
MCWG	14-02-2004
LMV-NT	14-02-2004

MAA BHAWANI BUILDCON PVT. LTD.

Managing Director

Serial No. 12190 Circle:-Danapur

Book No. :-1 Deed No. 12040

Serial No. 12190

Deed No. 12040

1

Govt. of Bihar
District Registry Office ,Patna

Summary of Endorsement

This document was presented for registration on **04/10/2019** by **Kanti Singh**
A stamp duty of Rs. **141000/-** and other fees of Rs. **26575/-** 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. **12040** in Book No. **1**, Volume No. **286** on pages from **104**
to **130** and has been preserved in total **27** pages in C.D. No. **43** / Year **2019**

Date: 16/11/2019

Token No: 12433 /2019

Signature with Date:
(Satya Narayan Choudhary)
Registering Officer, Patna

Mea Br. No. 12433/19
Shalika

4/10/19

दस्तावेज की जाँच किया

दस्तावेज में अधिकार प्रमाणित किया गया है।

जाँच लिपिक
(प्रवीण कुमार)

(A)

(Development Agreement)

This development agreement executed and entered into on
this 4th day of Oct., 2019, at .Patna,

Kanti Singh
4/10/19

BETWEEN



1

MAA BHAWANI BUILDCON PVT. LTD.

(SK)

Managing Director

District Registry Office, Patna

Token Number- 12433

Reg. Year 2019

Serial Number 12190

Deed Number

PresType

Name

Claimant

Shailesh Kumar
(Director)

Photo

Thumb

Index

Middle

Ring

Little

Sig.

Shailesh Kumar

4/10/19

Presented By Kanti Singh

Sig.

Kanti Singh

4/10/19

Executant Kanti Singh

Sig.

Kanti Singh

4/10/19

Identified By Ravi Shankar

Sig.

R. Shankar

4/10/19

Photo

Thumb

Index

Middle

Ring

Little



SCORE Ver.4.0

Powered by IL&FS Technologies Ltd.

Biometric Captured By 2800sop028



महोदय को यह प्रमाणित है कि
उपरोक्त विवरणों में उल्लिखित
सर्वेक्षणकर्ता द्वारा उक्त
सर्वेक्षण कार्य 4/10/19



Kanti Singh

4/10/19

MAA BHAWANI BUILDCON PVT. LTD.



Managing Director

SMT. KANTI SINGH, Wife of Late Ramchandra Prasad Singh, resident of mohalla Mandiri, P.S. Buddha Colony, Town and District Patna, hereinafter referred to as the "**LAND OWNER**", (which expression shall unless excluded by or repugnant to the context or meaning thereto mean and include her heirs, successors, executors, administrators, legal representatives, nominees and assignees) of the **FIRST PART**.

AND

M/S MAA BHAWANI BUILDCON PRIVATE LIMITED, a company incorporated under the provisions of Companies Act-1956, bearing CIN No. U45200BR2012PTC018553 having its registered office at Ashiana Nagar, A.G.Colony Road, Friend's Colony, P.S. Shastri Nagar, Town and District Patna through its Directors **SRI SHAILESH KUMAR**, Son of Sri Om Prakash Sinha, resident of Ashiana Nagar, A.G. Colony Road, Friend's Colony, P.S. Rajeev Nagar, Town and District Patna hereinafter called and referred to as the "**BUILDER / DEVELOPER**" (which expression shall unless it be repugnant to the context or meaning thereto mean and include its administrators, legal representatives or successor-in-interest) of the **SECOND PART**.

PAN NO. **AAICM5519M**.

Mob No. **9304447751**.

WHEREAS, the above named First part are the absolute owner of 4080 Sq.ft. of land pertaining to Society Plot No.05 & 06, presently belong to Smt. Kanti Singh. The aforesaid property originally belonged to Late Ramchandra Prasad Singh, husband of Smt. Kanti Singh. The said Ramchandra Prasad Singh acquired the aforesaid property by virtue of a registered deed of absolute sale dated 29/12/1992 vide deed No. 9314, registered at Sub. Registration office Danapur from Kashi Viswanath Sahkari Grih Nirman Samiti Ltd. through its Secretary Sri Viswanath Sinha. The details of land owned by Smt. Kanti Singh is clearly mentioned in **Schedule-First** of this Development agreement.

Maa Bhawani Buildcon Pvt. Ltd

Shailesh Kumar
Managing Director
4/10/19

Kanti Sinha
4/10/19



MAA BHAWANI BUILDCON PVT. LTD.

(SK)

Managing Director

WHEREAS, the said Ramchandra Prasad Singh died leaving behind his wife Smt. Kanti Singh, 02 sons namely Dr. (Sri) Prabhat Kumar and Dr. (Sri) Ashok Kumar and 05 married daughters namely (1) Mrs. Asha Singh, (2) Smt. Usha Shahi, (3) Mrs. Vibha Singh, (4) Mrs. Prabha Sinha and (5) Mrs. Abha Mishra as his legal heirs, who after the death of Ramchandra Prasad Singh inherited the aforesaid property by the right of survivorship and inheritance.

WHEREAS, after the death of Ramchandra Prasad Singh, with the consent of all his sons and daughters, Smt. Kantit Singh got her name mutated in Government records and is paying ground rent to the State of Bihar through Circle office and accordingly rent receipt is being issued in her name. After the death of Ramchandra Prasad Singh, all his legal heirs entered into a Memorandum of Family arrangement and as per the said Memorandum of Family arrangement, all the daughters and sons relinquished their right, title and interest over the Scheduled property in favour of their mother. They also affirmed and declared that they will not claim any share in the said property in future.

WHEREAS, the above named land owner expressed her desire to develop and construct a multistoried residential building complex over the Scheduled land, the details of which are clearly mentioned in First Schedule of this development agreement.

WHEREAS, when Sri Shailesh Kumar, one of the directors of the developer Company came to know the desire of the land owner, he approached the land owner and showed his willingness to develop the aforesaid and construct a multistoried building complex over the Scheduled land by adhering to all the applicable law, Rules, bye-laws including the mandates of the Real Estate (Regulation and Development) Act, 2016. The land owner considered the request of the

MAA BHAWANI BUILDCON PVT. LTD.

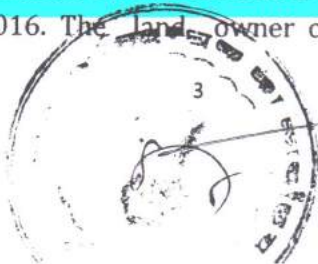
Shailesh Kumar

Managing Director

4/10/19

Kanti Sinha

4/10/19



MAA BHAWANI BUILDCON PVT. LTD.

SK

Managing Director

developer and agreed to develop the scheduled land through the above named developer. During negotiation, the land owner represented and declared that:-

- (i) The Scheduled property is under her exclusive possession with absolute right, title and Interest, having a fully marketable title thereby.
- (ii) The land owner has 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) 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 Patna Municipal Corporation, Competent Authority, the Income Tax Department or any other government authorities, for acquisition or Requisition of the said property or any part thereof.
- (iv) 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) The land owner has not entered or executed any agreement for sale or development with respect to the Scheduled property or any part thereof in past or present in favour of any third party.

- (B) And whereas, the land owner is interested in getting constructed a multi-storied building complex on the said property and acquire built up area in the shape of Units, parking spaces, etc. as consideration for the value of the land.

Mea Bhawani Buildcon Pvt. Ltd.
Shaili Singh
Managing Director
4/10/19

Kamli Sinha
4/10/19

- (C) The aforesaid developer, offered to develop and construct at its own cost, a multi-storied building complex on the said property of the land (hereinafter referred to as the said building) and the land owner agreed to acquire Units and other built-up area of the said building as consideration for the part of the said property.
- (D) As a result of the negotiations between the parties hereto and on the representation and declarations made 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 the terms and conditions hereinafter appearing.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED TO BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

- (1) The aforesaid land owner do hereby appoint the aforesaid Developer as the Developer of the said property and irrevocably grant permission to develop the Scheduled property, who hereby accepts from the Land owner the exclusive right, possession and license to develop the said property, fully described in the First Schedule hereunder written in the manner and on the terms, conditions and stipulation hereinafter mentioned.
- (2) That the entire area of land as given in First Schedule of this agreement shall be handed over to the developer by the land owner for construction of a multistoried building complex after registration of the project under the provisions laid down in the Real Estate (Regulation and Development) Act, 2016 and the entire cost to be incurred for construction of the same shall be borne and paid by the Developer. The developer will construct the proposed building as per

Shawani Buildcon
4/10/19

Kavita Gunda
4/10/19

the sanctioned building plan of the competent authority.

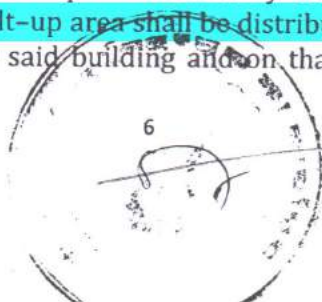
- (3) It is also agreed between the parties that within 03 (Three) month from the date of execution and registration of this Development Agreement, the Developer shall prepare a building plan or drawing through a registered architect for the entire land, as mentioned in First Schedule of this development agreement and will submit the same with the competent authority for its approval in its own name and signature for the entire land but all the expenses to be incurred to get the building plan approved shall be borne and paid by the developer. The architect shall make plan, lay out plans of the multistoried building and all floors with specifications and as required under law. The developer shall provide a building plan to the land owner. All the papers to be required for approval of the said building plan shall be provided by the land owner, which are in her possession to the developer.

- A. That it is agreed by the parties that the developer shall develop the project in accordance with the approved lay-out plans, floor plans and specification. The developer undertakes to strictly abide by such plans and the bye-laws of Patna Municipal Corporation building Rules and Regulation, FAR and density norms and shall not make any variation/ alteration, modification in plans otherwise in the manner prescribed under law.

- (4) The Developer and the land owner has jointly assessed that based on presently permissible F.A.R. as per P.R.D.A. (Dissolved) building bye-laws it shall be possible to construct total built-up area as approved by the competent authority on the said property, whose built-up area shall be distributed over several floors of the said building and on that basis this agreement is

Maa Bhawani Buildcon
Shaitesh Duggal
Managing Director
4/10/19

Kamli Sinha
4/10/19



MAA BHAWANI BUILDCON PVT. LTD.

(SK)

Managing Director

being entered into by and between the parties. The above super built-up area does not include saleable parking space, if it is open, but the parking space will also be distributed on the same percentages i.e. land owner will have right of 50% parking space as the land owner's area.

- (5) That after securing building plan from the competent Authority, the developer shall get the project registered under the provisions of Real Estate (Regulation and Development) Act, 2016, at its own cost and expenses. The land owner shall extend all co-operation to the developer by providing all papers, which are in her possession, required consent letter, Authority Letter etc.
- (6) That the builder/developer will develop and construct the proposed multistoried building with all amenities therein or thereon and give peaceful vacant possession of the land owner's area/ share to the land owner within 36 (Thirty Six) months from the date of sanction of the building plan or from the date of handing over the vacant possession of the scheduled land by the land owner, which ever is later. In case the builder fails to complete the construction work within the stipulated time as mentioned above, then the land owner will provide 06 (Six) months more time to the developer as grace period.
- (7) As there may be any unavoidable delay due to unforeseen circumstances beyond the control of the Developer i.e. strike, natural calamities like floods, earthquake, war, and riots in or around the India affecting the construction work, the period mentioned above shall be extended automatically till disturbances continued and normalcy is restored to start the construction work, it would be seen and judged mutually by the land owner and the Developer.

MAA BHAWANI BUILDCON

Shoukesh Chawla
Managing Director

4/10/19

Kamla Sonha
4/10/19



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SK

Managing Director

- (8). It is made expressly clear that the time is essence of this agreement and there shall be no grace period except as mentioned in Para No. 06 of this development agreement.
- (9) That it is also agreed between the parties that the second part shall pay a sum of **Rs. 3,00,000/-** (Rs. Three lacs) only per katha to the land owner as non refundable amount. At the time of execution and registration of this Development agreement, the Developer second part is paying a sum of Rs. 1,00,001/- (Rupees One lakh and One) to land owner by an account payee cheque, the details of payment made by the developer to the land owner is clearly mentioned in Second Schedule of this deed of Development agreement. The balance amount will be paid at the time of sanction of the proposed building plan by the competent authority.
- (10) That it is also agreed between the parties that in case due to defect of title of the land owner, the developer is unable to construct or complete the construction work of the proposed building then in that case the land owner shall refund the entire non refundable amount to the developer.
- (11) That the developer will be exclusively responsible for any accident or incident to be caused during the period of construction and they will be responsible and answerable before the court of law for the same. The Land owner will not be responsible for the same in any way.
- (12) That the entire multistoried building shall be constructed by the developer and the entire cost to be incurred for construction shall be borne and paid by the developer including the cost of sewerage, drainage with all fittings, amenities, electric fittings, water connection, electrification, generator, lift, intercom etc. till the final

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Shailendra Singh
Managing Director

4/10/19

Kanta Singh
4/10/19

finishing and completion of the entire building to make them habitable for the Land owner and other inmates of the building.

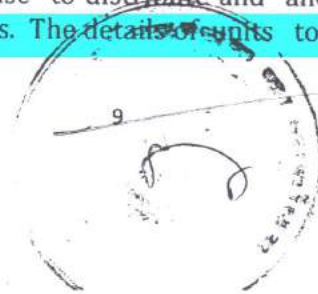
- (13) That the land owner hereby declares and affirm that the property in question is free from all defects, right, title and interest, liens, charge. The land owner has not leased out, exchange or executed any kind of deed in favour of any person or persons in respect of the said property.
- (14) The name of the proposed multistoried building complex shall be "**SANGAM ENCLAVE**" or any other name as the parties mutually agreed upon.
- (15) That the developer agreed to hand over 50% (Fifty percent) of the total built up area to the land owner and the remaining 50% (Fifty percent) of the total built-up area would be retained by the developer and both the parties would have absolute right, title and interest over their respective share along with the proportionate share in the land 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. It is agreed between the parties that during construction of the proposed multistoried building complex, the developer may enter into an agreement for sale with its intending buyers soon after registration of the project under the Real Estate (Regulation and Development) Act, 2016.
- (16) That after execution and registration of this development agreement and sanction of the building plan, the land owner and the developer will take joint exercise to distribute and allocate their respective shares. The details of units to be allotted to the land

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Shaykesh Juma
Managing Director

4/10/19

Konli Sinha
4/10/19



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(SK)

Managing Director

owner in lieu of their 50% shares will be clearly mentioned in the said distribution agreement. The share / portion of the land owner and the developer shall be mutually distributed and allocated on pro-rata basis.

- (17) That the land owner will retain 50% (Fifty percent) of the total built-up area in shape of complete Units with proportionate share in land attributed to each unit and car parking spaces in consideration of cost of land with an absolute, right, title and interest over the same and may transfer, convey, sell, grant lease of otherwise alienate her interest to any person or persons, association of person, firm, body corporate etc. on such terms and conditions as she may deem fit and proper.
- (18) That similarly, the developer will retain 50% (Fifty percent) of the total built-up area in shape of Units with proportionate share in land attributed to each unit and car parking spaces in consideration of cost of construction with an absolute, right, title and interest and may transfer, convey, sell, grant lease or otherwise alienate 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.
- (19) That the parties concerned will sell, alienate or enter into an agreement for sale with respect to their respective allocated share only after execution of the proposed distribution agreement.
- (20) That the certificate of the architect regarding measurement of built-up area and common service area will be final and binding on both the parties. In case of any doubt, the architect will take exercise to measure the built-up area and common service area in presence of both the parties or their authorized representative.

Maa Bhawani Buildcon Pvt. Ltd.

Chaitanya Managing Director

4/10/19

Manish Sinha
4/10/19

- (21) The Land owner shall, after the execution of this agreement allow every facility to the Developer, their staff, Engineers, Architects, workers etc. to enter upon the said property to enable the Developer to carry out various primary development works as stipulated in this agreement. The land owner agree to hand over the scheduled land immediately after execution and registration of this development agreement after registration of the project under the Real Estate (Regulation and Development) Act, 2016.
- (22) That the developer shall develop the said property themselves at its own costs and expenses and efforts and will be responsible for the development of the said land, but the land owner will have the right to inspect the development and construction of the said multistoried building. The developer will use the standard materials as per advice of Architects.
- (23) That the Land owner is entitled to verify and supervise the quality of materials to be used by the developer for construction of the building. If the Land owner find that the materials to be used for construction is not up to the mark and not of good quality then the land owner should intimate the same to the developer and suggest them to use better quality of materials and the developer shall rectify the same at once, the land owner will not force to stop the construction work, if the developer do the work as per agreement and by adhering all related law and using standard material and good workmanship.
- (24) From the date of delivery of possession of the land owner's area to the land owner or her allottees and the Developer and/or its allottees shall jointly have or be deemed to have undivided right, title and interest over the total land of the said properties in the

Maa Bhawani Buildcon Pvt. Ltd.

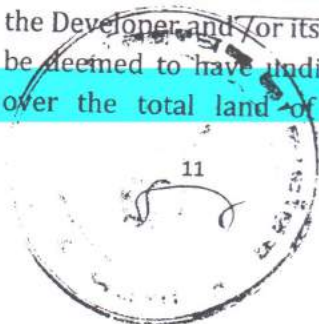
Shanish Kumar

Vice President

4/10/19

Kamala Sinha

4/10/19



MAA BHAWANI BUILDCON PVT. LTD.

SPO

Managing Director

proportion of their respective share in the said building even without any further act, deed, matter done by in this regard.

- (25) The Land owner 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 or acts, deeds, matters or things as shall be in breach of terms of this Development Agreement save and except putting the said Developer thereon for the purpose of development pursuant to this development agreement. The Land owner shall at no point of time after the commencement of development activities of the said property as per the agreement try to dispossess the said developer directly or indirectly from the said property save and except as provided in these present.

Maa Bhawani Buildcon Pvt. Ltd.
Shailendra Kumar
4/10/19

- (26) The developer shall be entitled to enter into agreement for sale, or otherwise allot UNITS out of and from the Developer's area in the said building and which does not form part of the land owner's area, whenever required by the Developer by adhering the provision laid down under the Real Estate (Regulation and Development) Act, 2016.

- (27) Similarly the land owner shall be fully entitled to enter into agreements for sale or otherwise allot UNITS comprised in the land owner's area in the said building and which does not form part of the Developer's area.

Kamli Sinha
4/10/19

- (28) That the material to be used for construction of proposed multistoried building complex and its specifications are clearly mentioned in Schedule-III of this development agreement and it will be treated as part of the development agreement.

(29) After the Registration of this Development Agreement after registration of this project under the Real Estate (Regulation and Development) Act, 2016, the land owner and the Developer shall be entitled to sell or enter into agreement for sale their respective shares directly to its prospective buyers or any financial institution by following provisions of RERA.

(30) That after completion of the construction of the building project, the developer/promoter/land owner shall be absolute owner of their respective shares and they will be entitled to sell/transfer their respective share as per the Provisions of The Bihar Apartment Ownership Act, 2006 coupled with RERA.

Maa Bhawani Buildcon
Shail Kishan Jaiswal
Managing Director
4/10/19

THE DEVELOPER FURTHER UNDERTAKES:-

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

(B) The Developer and/or its allottees shall not mortgage the Land owner's share/ area with any Bank(s) or financial Institution(s). The Developer can obtain loan from any Bank or any financial Institution for the development of the project only but for that the developer alone shall be liable and responsible. The land owner shall not be liable and responsible for such loans, mortgage obtained either by the developer or its allottees and the developer shall always keep and hereby keeps the landowner indemnified in this respect.

Kanti Sinha
4/10/19

(C) To indemnify the landowner and always keep her 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 and / or for contravention, breach of any law, Act, Statute, Rules and bye-laws.

- (D) That it is also agreed between the parties that the parking space will not to be sold to any outsider or stranger other than the inmates of the building.
- (E) All outgoings including municipal taxes and any other charges in respect of the said property shall be borne and paid by the land owner till the date of handing over the vacant possession of the Scheduled Land to the Developer and thereafter the same shall be borne and paid by the Developer till the delivery of possession of the Land owner's area/ share to the Land owner.
- (F) After the delivery the land owner's area/ share to the land owner all out going in respect of the said property and the said building thereon shall be borne and paid by the land owner and the Developer and their nominees separately and proportionately in proportion to their respective share in the total super built-up area.
- (G) The land owner 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 Competent Authority, the same may be constructed by developer at its own costs and expenses and the extra area/ construction will be distributed in ratio as mentioned this development agreement.

Maa Bhawani bu.
Shailendra Kumar
Managing Director
4/10/19

Kanti Simha
4/10/19

(H) The land owner will deliver to the developer and/or its duly authorized representative, photo copies of all original title deeds documents and papers relating to the said property for complete examination of the land owner's title thereto and the land owner agree to co-operate with the developer in such examination of the land 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.

(I) The developer shall be entitled to retain only photocopies of the original documents pertaining to the said property including title deeds etc. however, the original documents will be produced by the land owner for inspection whenever required by the developer. However, after completion of the building/ project, finally all the original documents shall be handed over to the association or maintenance agency.

(J) The developer and / or the land owner may form as it deems proper, a Co-operative housing society /association of persons, and body corporate etc. for maintenance of the common service area of the building and all the unit holder including the land owner will be members of such housing Society and shall be bound to contribute towards the cost of formation of such organization as well as to pay the regular maintenance charges as may be fixed or revised from time to time by the owner's association of the apartment for the maintenance and management of the entire building complex, except the internal part of units. The component of land will be conveyed to such society, association at the time of registration of unit (s) of the multistoried building.

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Shailish Kumar
Managing Director

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Kamli Sinker

4/10/19



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- (K) The common area shall be jointly owned by the land owner and the developer of all the portion of the said building with equal and co-extensive entitlements to use all common area and facilities intended for utilization by occupants of the said building on the same terms and conditions applicable to all such utilization. No inmates of any part of the said building will have any exclusive right, title and interest over the common area and common facilities except the right to common use.
- (L) The Parties agree that in case any fine or penalty/fee is imposed on the said building for any breach of law and for any alleged deviation from the sanctioned plan and/or excess construction of the built-up area then the same shall be borne and paid by the developer alone. The landowner shall have no liability or responsibility for the same.
- (M) The Land owner will have to pay applicable GST to the competent authority through the above named Developer at the time of handing over the owner's share to owner.
- (N) That it is agreed that in all transfer/conveyance of land and/or built-up area, the purchaser(s) /transferee(s) shall bear the cost of stamp duty, registration fee and other registration charges/expenses etc.
- (O) That the land owner agrees and undertakes that in case of any dispute or litigation by person(s) claiming to be the co-sharer in the scheduled property or claiming his right, title or interest on and over 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 in between the land owner and such person(s) and in this respect the land owner shall keep the developer indemnified

Maa Bhawani
Shaitesh Jumar
Managing Director
4/10/19

Kamti Simha
4/10/19

and development activities shall be free from all hindrances(s) so that the project may be completed within stipulated time.

(P) That in case of any dispute or differences between the parties arising out or relating to this development agreement, the same shall be settled by reference of the dispute or differences to the arbitrator(s) appointed by both the parties and such arbitration shall be conducted under the provisions of the Arbitration & Conciliation Act, 1996 as amended from time to time. Sitting place of arbitration will be at Patna/Dhanbad.

(Q) That the courts of Patna, Bihar, shall have the exclusive jurisdiction over all the matters or dispute arising in respect of and from this agreement.

SCHEDULE-I

Details of property owned by Smt. Kanti Singh.

All that piece & parcel of vacant land measuring 4080 Sq.ft. little more or less, pertaining to Part of Survey Plot no. 623, (Six hundred and Twenty Three), Society Plot No. 05 & 06, Khata No. 268, (Two hundred and Sixty eight), under Thana No. 17 (Seventeen), Thana Code No. 01, Zamabandi No. 4670, Part 40, pages 78492 situated in Mauza- Sikanderpur, mohalla Sangam Vihar (Mithila Colony), P.S. Danapur, Town and District Patna Sub. Registry office Danapur, Sadar Registry office Patna, within the limit of Nagar Prishad, Danapur Nizamat, and the same is bounded and butted as follows:-

BOUNDARY

North :- Society Plot No. 04,

✓ South :- Smt. Bharti Rani Prasad & Society Plot No. 07, ✓ South,

East :- Society Plot No. 01 & 02,

✓ West :- 12 feet wide Samiti Road,

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Managing Director
4/10/19

Kanti Singh
4/10/19

VALUATION OF THE ENTIRE LAND.

Note :- Govt. value is mentioned at **Code No. 040** of M.V.R. 2016-17.

Total area 4080 Sq.ft. equivalent to 9.37 decimals

@ 6,50,000/- per decimals vide Thana Code No. 040

Rs. 60,90,000/-

Non Refundable Amount

Rs. 9,00,000/-

Total Rs. 69,90,000/-

Maa Bhawani
Shailendra Singh
Managing Director
4/10/19

SCHEDULE- II

Details of payment made by the developer to the land owner.

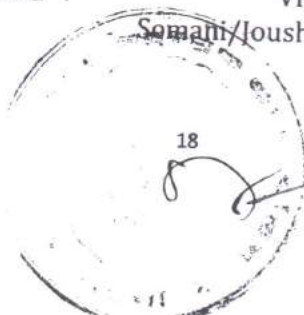
Sl.No. Cheque No. Dated. Pay to Rs.

1. 169837. 10/02/2019. Kanti Sinha. Rs. 1,00,001/-

SCHEDULE- II**FEATURES AND SPECIFICATION OF UNITS**

1. **BUILDING** Earth Quake resistance.
2. **FOUNDATION** RCC frame structure with brick work in cement mortar as per design and specification of Architects/ Structural consultants.
3. **CHOWKHATS** Door frame of sal wood.
4. **MAIN DOOR** Teak wood finished door or flush door with brass fittings, locks, latches of reputed make.
5. **OTHER DOORS** 32 mm thick ISI mark flush door with stopper, lock and latch.
6. **WINDOWS** Aluminium frame with 03 mm plain glass, and with MS grill.
7. **FLOORING :** Vitrified tiles flooring Kajaria/ Somani/Joushon & Joushon (24" x 24" size)

Kanti Sinha
4/10/19



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(SK)

Managing Director

flooring along with skirting in all area of flats.

8. KITCHEN

- a) Flooring vitrified tiles.
- b) Working platform-granite slab (16 mm).
- c) Dado-24" high ceramic tiles.
- d) Sink : stainless steel sink with suitable hot and cold water tap fittings.
- e) Aqua Guard point provision.
- f) Geezer point provision for hot water supply,
- g) Provision for exhaust fan/ fresh air fan point to be provided. H. Power point

9. DINNING SPACE

Provision of one wash basin in related space.

10. BATHROOM/ TOILET :

- a) Flooring- antiskid ceramic tiles.
- b) Walls- Ceramic tiles up to 7 feet height.
- c) Sanitary- white glazed vitreous sanitary ware of ISI mark (Hindware / Parryware).
- d) Fittings - Chromium plated fittings of ESSO/ MARC.
- e) Cistern-Ceramic cistern in matching colour (Hindware / Parryware).
- f) Washing Machine point provisions.
- g) Geezer point provision with suitable electrical connection.
- h) Fresh air fan point provisions in each bathrooms.

11. ELECTRICAL WORK :



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Shailendra Kumar
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4/10/19

Konki Simba
4/10/19

- a) All internal wiring in concealed conduits with copper wires of ISI Marks.
- b) All electrical modular switches and accessories of ANCHOR/ LEGRAND/ HAVELLS make.
- c) Separate meter provision for utilities and common space electrification.

12. T.V. & TELEPHONE One T.V. point and one telephone plug pin provided in the Drawing, Dining room and in all the bed rooms.

13. CABLE Cable point to be provided in the Drawing, Dining and in all the bed rooms.

14. INTERNAL WALL All internal walls shall be finished with good quality plastic paint over proper base preparation of plaster of Paris.

15. EXTERNAL WALLS All external walls shall be covered with putty and 02 coats of branded all weather coat paint with at least 07 years of warranty.

16. PARKING Marble crazy flooring/ equivalent tiles with adequate lighting.

17. BORE HOLES Boring and Tube well of adequate capacity CROMPTON / KSB or equivalent make submersible pump connected to adequate capacity underground / overhead storage tank for uninterrupted water supply to all flats.

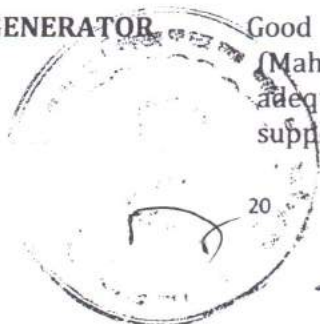
18. LIFT Provision of one elevator of a standard company (KONE or JOHNSON of 04 passengers' capacity will be installed.

19. GENERATOR Good quality branded silent Generator (Mahindra/ Kirloskar make with adequate capacity for stand by Power supply together with canopy and diesel

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Shaylesh Kumar
Managing Director
4/10/19

Kamli Sinha
4/10/19



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Managing Director

storage tank. 3 KVA Power Back-up to each flat from Generator.

20. TRANSFORMER

If permitted from PESU will be installed.

21. INTERCOM

Intercom facility provided in each flats with central Console at Security Guard station.

22. FIRE :

NOTE : The specification are tentative and subject to minor modification.

IN WITNESS WHEREOF the Land Owner 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 :-

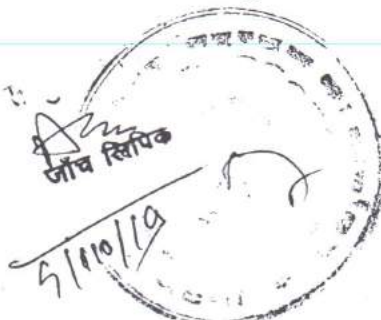
1. RA. R. Shanker
RAVI SHANKER
S/O SRI UMA SHANKER TRS PATHI
HOUSE NO-19, ROAD NO-4
NORTH PATEL NAGAR
PATNA - 800024
Signature of the Land owner
Kanti Sinha
4/10/19
PAN No. GACPS1013K
AADHAAR No. 895784026812.
Mob. No. 0916230333.

2. Nilay Ranjan
S/O Sri B.N.P. Singh
P.O. S.T. Colony
Kidwai Puri, Patna

Signature of the Developer

Shailish Kumar
Managing Director
4/10/19

सभी प्रकार के रॉयल्टी
जॉब सिस्टम



MAA BHAWANI BUILDCON PVT. LTD.

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Managing Director

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. 141000/-
Addl. Stamp duty paid under Municipal Act Rs. 0/-

Amt. Paid By N.J Stamp Paper Rs. 0/-
Amt. paid through Bank Challan Rs. 167575/-

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	5000	K1c	0	Mb	25
A10	0	E	20000	J1	0	K2	0	Na	0
B	0	H1a	0	J2	0	Li	0		
TOTAL-									25025

LLR + Proc Fee Service Charge

LLR	550	
Proc.Fee	0	1000
Total	550	

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 26575

Date: 04/10/2019

Registering Officer
Patna

Endorsement under section 52

Presented for registration at Registration Office, Patna on Friday, 04th October 2019 by Kanti Singh Late Ramchandra Prasad Singh by profession House Wife. Status - Executant

Kanti Singh
4/10/19
Signature/L.T.I. of Presentant

Date: 04/10/2019

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Ravi Shankar' age '45' Sex 'M', 'Uma Shankar Tripathi', resident of 'North Patel Nagar, Road No.4, Keshari Nagar, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 04/10/2019

Registering Officer
Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office, Patna in Book No. 1 Volume No. 286 on page no. 104 to 130 for the year 2019 and stored in CD Volume No. 43, year 2019. The document no. is printed on the front Page of the document.

Token No. 12433
Date: 16/11/2019

Year : 2019



SCORE Ver.4.1

DEED NO: 12040

Deed No. : d No. :
Registering Officer
Patna

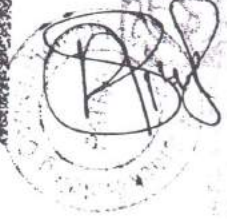
MAA BHAWANI BUILDCON PVT. LTD.

SK

Managing Director



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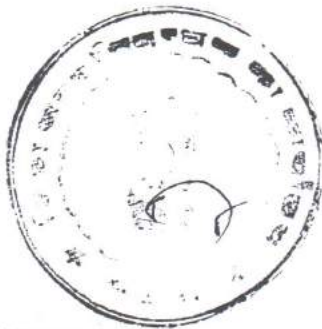


Certificate No. : IN-BR06062644552829R
Certificate Issued Date : 04-Oct-2019 12:59 PM
Account Reference : SHCIL (FI)/ brshcil01/ PATNA/ BR-PAT/ PTC
Unique Doc. Reference : SUBIN-BRBRSHCIL0106809324301681R
Purchased by : MAA BHAWANI BUILDCON PRIVATE LIMITED
Description of Document : Not Applicable
Property Description : Not Applicable
Consideration Price (Rs.) : 0 (Zero)
First Party : Not Applicable
Second Party : MAA BHAWANI BUILDCON PRIVATE LIMITED
Stamp Duty Paid By : MAA BHAWANI BUILDCON PRIVATE LIMITED
Stamp Duty Paid (Rs.) : 1,23,000 (One Lakh Twenty Three Thousand only)
Reg. fee (Rs.) : 25,025 (Twenty Five Thousand And Twenty Five only)
LLR & P Fee (Rs.) : 550 (Five Hundred And Fifty only)
Miscellaneous Fee (Rs.) : 0 (Zero)
Discore SC (Rs.) : 1,000 (One Thousand only)
Total Amount (Rs.) : 1,49,575 (One Lakh Forty Nine Thousand Five Hundred And Seventy Five only)

12433/0

12433/0

MAA Bhawani Buildcon Pvt. Ltd.
Shailendra Kumar
Managing Director



MAA BHAWANI BUILDCON PVT. LTD.

SK
Managing Director

Kavita Sinha
4/10/19

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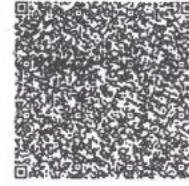
Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the user of the certificate.

PK. 2800 20/10/00 4038.



INDIA NON JUDICIAL
Government of Bihar
e-Stamp



Certificate No. : IN-BR06064859844350R
Certificate Issued Date : 04-Oct-2019 01:31 PM
Account Reference : SHCIL (FI)/ brshcil01/ PATNA/ BR-PAT/ PTC
Unique Doc. Reference : SUBIN-BRBRSHCIL0106818064488176R
Purchased by : MAA BHAWANI BUILDCON PRIVATE LIMITED
Description of Document : Not Applicable
Property Description : Not Applicable
Consideration Price (Rs.) : 0 (Zero)
First Party : Not Applicable
Second Party : MAA BHAWANI BUILDCON PRIVATE LIMITED
Stamp Duty Paid By : MAA BHAWANI BUILDCON PRIVATE LIMITED
Stamp Duty Paid (Rs.) : 18,000 (Eighteen Thousand only)
Reg. fee (Rs.) : 0 (Zero)
LLR & P Fee (Rs.) : 0 (Zero)
Miscellaneous Fee (Rs.) : 0 (Zero)
Discore SC (Rs.) : 0 (Zero)
Total Amount (Rs.) : 18,000 (Eighteen Thousand only)

12433/19

MAA BHAWANI BUILDCON PVT. LTD.
Shailendra Kumar
Managing Director



MAA BHAWANI BUILDCON PVT. LTD.

SK
Managing Director

Kanti Sinha
4/10/19

Do not write or type below this line

SR 0005103818

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.

MAA BHAWANI BUILDCON PVT. LTD

SK

Managing Director





राजस्व एवं भूमि सुधार विभाग, बिहार सरकार

प्रपत्र-XIV ख
(देखें नियम-10)

लगान रसीद

ऑनलाइन

Running Unique No.: 0626113643
(Receipt No.)

जिला:- Patna	अंचल:- Danapur
हल्का:- नगर परिषद् दानापुर	मौजा :- सिकन्दरपुर
जमाबंदी सं०:- 4670	
भाग वर्तमान:- 40	मौजा/थाना सं०:- 17
पृष्ठ संख्या:- 78492	
जमाबंदी रयत का नाम:- RAM CHANDRA PRASAD SINGH	पता:- DAKSHINI MANDIRI, BUDDA COLONY, PATNA
अभिभावक का नाम:- LATE DHARMDEV SINGH	

खाता संख्या	खेसरा संख्या	रकबा/डिसमिल
268	623	0 एकड़ 9.366 डिसमिल 0 हेक्टर

साताना मांग(बकाया और वर्तमान) चालू वित्तीय वर्ष का

वित्तीय वर्ष	साताना दर	बकाया	वर्तमान	सूद	कुल	अभियुक्ति(बकाया का वर्ष कब से कब तक)
जमाबंदी लगान	20.00	20.00	20.00	0.00	40.00	2019-2020 से 2020-2021
सेस(लगान का 50 प्रतिशत स्वास्थ्य सेस, 50 प्रतिशत शिक्षा सेस, 25 प्रतिशत रोड सेस एवं 20 प्रतिशत कृषि सेस)	29.00	29.00	29.00	0.00	60.00	2019-2020 से 2020-2021
कुल	49.00	49.00	49.00	0.00	100.00	2019-2020 से 2020-2021

वसूली

वित्तीय वर्ष	बकाया के विरुद्ध वसूली	वर्तमान मांग के विरुद्ध कुल वसूली	कुल वसूली	अवशेष राशि(बकाया का वर्ष कब से कब तक)	अभियुक्ति
लगान	20.00	20.00	40.00	2019-2020 से 2020-2021	
सेस(लगान का 50 प्रतिशत स्वास्थ्य सेस, 50 प्रतिशत शिक्षा सेस, 25 प्रतिशत रोड सेस एवं 20 प्रतिशत कृषि सेस)	29.00	29.00	60.00	2019-2020 से 2020-2021	
कुल	49.00	49.00	100.00	2019-2020 से 2020-2021	

कुल बकाया-100.00

वसूल की गयी राशि शब्दों में- One Hundred Rupees

तिथि- 25-06-2020



यह एक कम्प्यूटर जनित प्रति है।

यह प्रपत्र केवल प्रार्थी की जानकारी के लिए है।

इसका उपयोग किसी भी न्यायलय में साक्ष्य के रूप में नहीं किया जा सकता है।

किसी भी प्रकार की अशुद्धियों के लिए सम्बन्धित अंचलाधिकारी से संपर्क करें।

MAA BHAWANI BUILDCON PVT. LTD.

Managing Director

Print

Serial No. 12191 Circle:-Danapur

Book No. :- 1 Deed No. 12038

Serial No. 12191

Deed No. 12038

Govt. of Bihar
District Registry Office ,Patna

Summary of Endorsement

This document was presented for registration on 04/10/2019 by Prabhat Kumar

A stamp duty of Rs. 141000/- and other fees of Rs. 26575/- 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. 12038 in Book No. 1, Volume No. 286 on pages from 52 to 78 and has been preserved in total 27 pages in C.D. No. 43 / Year 2019

Date: 16/11/2019

Token No: 12436 /2019

Signature with Date
(Satya Narayan Choudhary)
Registering Officer, Patna

दस्तावेज की जाँच किया
रब
स्तावेज में अंकित वर्णित विवरणों के अनुसार स्वीकारा गया।
जाँच लिपिक
(प्रवीण कुमार)

(Development Agreement)

This development agreement executed and entered into on
this 4th day of Oct., 2019, at Patna,

MAA BHAWANI BUILDCON PVT. LTD.

SB

Managing Director

Mea Bhawani Buildcon
Shailush Managing Director
4/10/19

Sumit
4.10.19

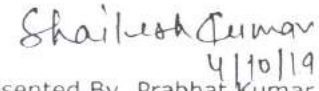
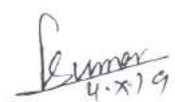
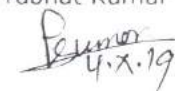
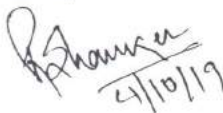
District Registry Office, Patna

Token Number 12436

Reg. Year 2019

Serial Number 12191

Deed Number

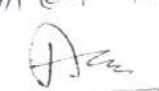
PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Shailesh Kumar (Director)						
Sig.	 4/10/19						
Presented By	Prabhat Kumar						
Sig.	 4.10.19						
Executant	Prabhat Kumar						
Sig.	 4.10.19	Photo	Thumb	Index	Middle	Ring	Little
Identified By	Ravi Shankar						
Sig.	 4/10/19						

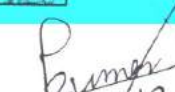
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Powered by IL&FS Technologies Ltd.

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आवेदनकर्ता प्रमाणित द्वारा विवेचना
मुद्रांक कागजात पर ही दर्ज किया गया है
जो इसी दफ्तर में दर्ज है।

11/11/19


4.10.19

MAA BHAWANI BUILDCON PVT. LTD.



Managing Director

BETWEEN

DR. (SRI) PRABHAT KUMAR, Son of Late Ramchandra Prasad Singh, resident of mohalla South Mandiri P.S. Buddha Colony, Town and District Patna, hereinafter referred to as the "**LAND OWNER**", (which expression shall unless excluded by or repugnant to the context or meaning thereto mean and include his heirs, successors, executors, administrators, legal representatives, nominees and assignees) of the **FIRST PART**.

AND

M/S MAA BHAWANI BUILDCON PRIVATE LIMITED, a company incorporated under the provisions of Companies Act- 1956, bearing CIN No. U45200BR2012PTC018553 having its registered office at Ashiana Nagar, A.G.Colony Road, Friend's Colony, P.S. Shastri Nagar, Town and District Patna through its Directors **SRI SHAILESH KUMAR**, Son of Sri Om Prakash Sinha, resident of Ashiana Nagar, A.G. Colony Road, Friend's Colony, P.S. Rajeev Nagar, Town and District Patna hereinafter called and referred to as the "**BUILDER / DEVELOPER**" (which expression shall unless it be repugnant to the context or meaning thereto mean and include its administrators, legal representatives or successor-in-interest) of the **SECOND PART**.

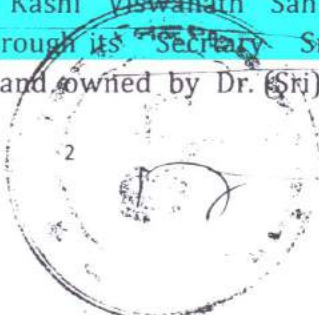
PAN NO. **AAICM5519M**.

Mob No. **9304447751**.

WHEREAS, the above named First part is the absolute owner 4080 Sq.ft. land, pertaining to Society Plot No. 1 & 2, who acquired the aforesaid land by virtue of a registered deed of absolute sale dated 29/12/1992 vide deed No. 9315, registered at Sub. Registration office Danapur from Kashi Viswanath Sahkari Grih Nirman Samiti Ltd. through its Secretary Sri Viswanath Sinha. The details of land owned by Dr. (Sri) Prabhat Kumar is

MAA BHAWANI BUILDCON
Shailesh Kumar
Managing Director
10/10/19

Prabhat Kumar
10.10.19



MAA BHAWANI BUILDCON PVT. LTD.

SK
Managing Director

clearly mentioned in **Schedule-A** of this Development agreement.

WHEREAS, after purchasing the aforesaid land, the First part took possession of the Scheduled land and got his name mutated in Government records and is paying ground rent to the State of Bihar through Circle office and accordingly rent receipt is being issued in his name.

WHEREAS, the above named land owner expressed his desire to develop and construct a multistoried residential building complex over the Scheduled land, the details of which are clearly mentioned in First Schedule of this development agreement.

WHEREAS, when Sri Shailesh Kumar, one of the directors of the developer Company came to know the desire of the land owner, he approached the land owner and showed his willingness to develop the aforesaid and construct a multistoried building complex over the Scheduled land by adhering to all the applicable law, Rules, bye-laws including the mandates of the Real Estate (Regulation and Development) Act, 2016. The land owner considered the request of the developer and agreed to develop the scheduled land through the above named developer. During negotiation, the land owner represented and declared that :-

- (i) The Scheduled property is under their exclusive possession with absolute right, title and Interest, having a fully marketable title thereby.
- (ii) The land owner has 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.

MAA BHAWANI BUILDCON PVT. LTD.

Shailesh Kumar
Managing Director
4/10/19

Pranav
4.10.19

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SK

Managing Director

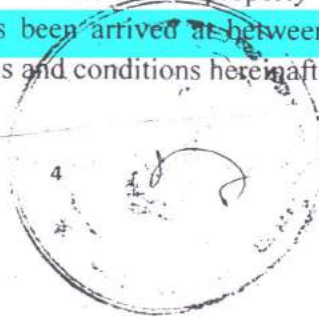
- (iii) No notice or notification for acquisition/requisition under any of the statutes of the past or presently in force have been received, served or passed by the Patna Municipal Corporation, Competent Authority, the Income Tax Department or any other government authorities, for acquisition or Requisition of the said property or any part thereof.
- (iv) 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) The land owner has not entered or executed any agreement for sale or development with respect to the Scheduled property or any part thereof in past or present in favour of any third party.
- (B) And whereas, the land owner is interested in getting constructed a multi-storied building complex on the said property and acquire built up area in the shape of Units, parking spaces, etc. as consideration for the value of the land.
- (C) The aforesaid developer, offered to develop and construct at its own cost, a multi-storied building complex on the said property of the land (hereinafter referred to as the said building) and the land owner agreed to acquire Units and other built-up area of the said building as consideration for the part of the said property.
- (D) As a result of the negotiations between the parties hereto and on the representation and declarations made 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 the terms and conditions hereinafter appearing.

MAA BHAWANI BUILDCON PVT. LTD.

Shailendra Singh Director

4/10/19

Sumit
4.10.19



MAA BHAWANI BUILDCON PVT. LTD.

SK

Managing Director

**NOW THESE PRESENTS WITNESSETH AND IT IS
HEREBY AGREED TO BY AND BETWEEN THE
PARTIES HERETO AS FOLLOWS:-**

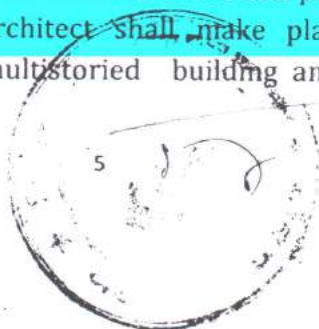
- (1) The aforesaid land owner do hereby appoint the aforesaid Developer as the Developer of the said property and irrevocably grant permission to develop the Scheduled property, who hereby accepts from the Land owner the exclusive right, possession and license to develop the said property, fully described in the First Schedule hereunder written in the manner and on the terms, conditions and stipulation hereinafter mentioned.
- (2) That the entire area of land as given in First Schedule of this agreement shall be handed over to the developer by the land owner for construction of a multistoried building complex after registration of the project under the provisions laid down in the Real Estate (Regulation and Development) Act, 2016 and the entire cost to be incurred for construction of the same shall be borne and paid by the Developer. The developer will construct the proposed building as per the sanctioned building plan of the competent authority.
- (3) It is also agreed between the parties that within 03 (Three) month from the date of execution and registration of this Development Agreement, the Developer shall prepare a building plan or drawing through a registered architect for the entire land, as mentioned in First Schedule of this development agreement and will submit the same with the competent authority for its approval in its own name and signature for the entire land but all the expenses to be incurred to get the building plan approved shall be borne and paid by the developer. The architect shall make plan, lay out plans of the multistoried building and all floors with

MAA BHAWANI BUILDCON PVT. LTD.

Shailendra Kumar
Managing Director

4/10/19

Sumit
4.10.19



MAA BHAWANI BUILDCON PVT. LTD.

SK

Managing Director

specifications and as required under law. The developer shall provide a building plan to the land owner. The papers to be required for approval of the said building plan shall be provided by the land owner, which are in his possession to the developer.

- A. That it is agreed by the parties that the developer shall develop the project in accordance with the approved lay-out plans, floor plans and specification. The developer undertakes to strictly abide by such plans and the bye-laws of Patna Municipal Corporation building Rules and Regulation, FAR and density norms and shall not make any variation/ alteration, modification in plans otherwise in the manner prescribed under law.
- (4) The Developer and the land owner have jointly assessed that based on presently permissible F.A.R. as per P.R.D.A. (Dissolved) building bye-laws it shall be possible to construct total built-up area as approved by the competent authority on the said property, whose built-up area shall be distributed over several floors of the said building and on that basis this agreement is being entered into by and between the parties. The above super built-up area does not include saleable parking space, if it is open, but the parking space will also be distributed on the same percentages i.e. land owner will have right of 50% parking space as the land owner's area.
- (5) That after securing building plan from the competent Authority, the developer shall get the project registered under the provisions of Real Estate (Regulation and Development) Act, 2016, at its own cost and expenses. The land owner shall extend all co-operation to the developer by providing all papers, which are in his possession, required consent letter, Authority Letter etc.

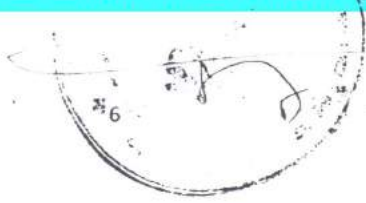
MAA BHAWANI BUILDCON PVT. LTD.

Shri Keshu Kumar

Managing Director

4/10/19

Sumit
4.8.19



MAA BHAWANI BUILDCON PVT. LTD.

SK

Managing Director

- (6) That the builder/developer will develop and construct the proposed multistoried building with all amenities therein or thereon and give peaceful vacant possession of the land owner's area/ share to the land owner within 36 (Thirty Six) months from the date of sanction of the building plan or from the date of handing over the vacant possession of the scheduled land by the land owner, which ever is later. In case the builder fails to complete the construction work within the stipulated time as mentioned above, then the land owner will provide 06 (Six) months more time to the developer as grace period.
- (7) As there may be any unavoidable delay due to unforeseen circumstances beyond the control of the Developer i.e. strike, natural calamities like floods, earthquake, war, and riots in or around the India affecting the construction work, the period mentioned above shall be extended automatically till disturbances continued and normalcy is restored to start the construction work, it would be seen and judged mutually by the land owner and the Developer.
- (8). It is made expressly clear that the time is essence of this agreement and there shall be no grace period except as mentioned in Para No. 06 of this development agreement.
- (9) That it is also agreed between the parties that the second part shall pay a sum of **Rs. 3,00,000/-** (Rs. Three lacs) only per katha to the land owner as non refundable amount. At the time of execution and registration of this Development agreement, the Developer second part is paying a sum of Rs. 1,00,001/- (Rupees One lakh and One) to land owner by an account payee cheque, the details of payment made by the developer to the land owner is clearly mentioned in Second Schedule of this deed of Development agreement. The balance amount

Ms. Bhawani Buildcon Pvt. Ltd.

Shailendra Kumar

Managing Director

4/10/14

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4.8.19

MAA BHAWANI BUILDCON PVT. LTD.

SR

Managing Director

will be paid at the time of sanction of the proposed building plan by the competent authority.

- (10) That it is also agreed between the parties that in case due to defect of title of the land owner, the developer is unable to construct or complete the construction work of the proposed building then in that case the land owner shall refund the entire non refundable amount to the developer with interest.
- (11) That the developer will be exclusively responsible for any accident or incident to be caused during the period of construction and they will be responsible and answerable before the court of law for the same. The Land owner will not be responsible for the same in any way.
- (12) That the entire multistoried building shall be constructed by the developer and the entire cost to be incurred for construction shall be borne and paid by the developer including the cost of sewerage, drainage with all fittings, amenities, electric fittings, water connection, electrification, generator, lift, intercom etc. till the final finishing and completion of the entire building to make them habitable for the Land owner and other inmates of the building.
- (13) That the land owner hereby declares and affirm that the property in question is free from all defects, right, title and interest, liens, charge. The land owner has not leased out, exchange or executed any kind of deed in favour of any person or persons in respect of the said property.
- (14) The name of the proposed multistoried building complex shall be "**SANGAM ENCLAVE**" or any other name as the parties mutually agreed upon.

MAA BHAWANI BUILDCON PVT. LTD.
Shailendra Kumar
Managing Director
4/10/19

Shailendra Kumar
4.10.19

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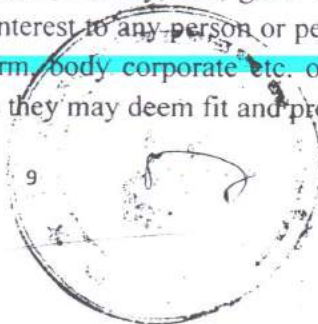
(S)

Managing Director

- (15) That the developer agreed to hand over 50% (Fifty percent) of the total built up area to the land owner and the remaining 50% (Fifty percent) of the total built-up area would be retained by the developer and both the parties would have absolute right, title and interest over their respective share along with the proportionate share in the land 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. It is agreed between the parties that during construction of the proposed multistoried building complex, the developer may enter into an agreement for sale with its intending buyers soon after registration of the project under the Real Estate (Regulation and Development) Act, 2016.
- (16) That after execution and registration of this development agreement and sanction of the building plan, the land owner and the developer will take joint exercise to distribute and allocate their respective shares. The details of units to be allotted to the land owner in lieu of his 50% shares will be clearly mentioned in the said distribution agreement. The share / portion of the land owner and the developer shall be mutually distributed and allocated on pro-rata basis.
- (17) That the land owner will retain 50% (Fifty percent) of the total built-up area in shape of complete Units with proportionate share in land attributed to each unit and car parking spaces in consideration of cost of land with an absolute, right, title and interest over the same and may transfer, convey, sell, grant lease of otherwise alienate his interest to any person or persons, association of person, firm, body corporate etc. on such terms and conditions as they may deem fit and proper.

Maa Bhawani Buildcon Pvt. Ltd.
Shari Lash Dhanay
Managing Director
4/10/19

P. Suman
4.10.19



MAA BHAWANI BUILDCON PVT. LTD.

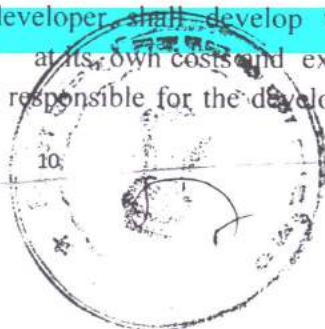
SK

Managing Director

- (18) That similarly, the developer will retain 50% (Fifty percent) of the total built-up area in shape of Units with proportionate share in land attributed to each unit and car parking spaces in consideration of cost of construction with an absolute, right, title and interest and may transfer, convey, sell, grant lease or otherwise alienate 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.
- (19) That the parties concerned will sell, alienate or enter into an agreement for sale with respect to their respective allocated share only after execution of the proposed distribution agreement.
- (20) That the certificate of the architect regarding measurement of built-up area and common service area will be final and binding on both the parties. In case of any doubt, the architect will take exercise to measure the built-up area and common service area in presence of both the parties or their authorized representative.
- (21) The Land owner shall, after the execution of this agreement allow every facility to the Developer, their staff, Engineers, Architects, workers etc. to enter upon the said property to enable the Developer to carry out various primary development works as stipulated in this agreement. The land owner agree to hand over the scheduled land immediately after execution and registration of this development agreement after registration of the project under the Real Estate (Regulation and Development) Act, 2016.
- (22) That the developer shall develop the said property themselves at its own costs and expenses and efforts and will be responsible for the development of the said

MAA BHAWANI BUILDCON PVT.
Shail Singh Grewal
Managing Director
4/10/19

P. Kumar
4.10.19



MAA BHAWANI BUILDCON PVT. LTD.

SK

Managing Director

land, but the land owner will have the right to inspect the development and construction of the said multistoried building. The developer will use the standard materials as per advice of Architects.

- (23) That the Land owner is entitled to verify and supervise the quality of materials to be used by the developer for construction of the building. If the Land owner find that the materials to be used for construction is not up to the mark and not of good quality then the land owner should intimate the same to the developer and suggest them to use better quality of materials and the developer shall rectify the same at once, the land owner will not force to stop the construction work, if the developer do the work as per agreement and by adhering all related law and using standard material and good workmanship.
- (24) From the date of delivery of possession of the land owner's area to the land owner or his allottees and the Developer and /or its allottees shall jointly have or be deemed to have undivided right, title and interest over the total land of the said properties in the proportion of their respective share in the said building even without any further act, deed, matter done by in this regard.
- (25) The Land owner 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 or acts, deeds, matters or things as shall be in breach of terms of this Development Agreement save and except putting the said Developer thereon for the purpose of development pursuant to this development agreement. The Land owner shall at no point of time after the commencement of development activities of the said property as per the agreement try to dispossess the said developer directly

MAA BHAWANI BUILDCON PVT. L.
Shawarish Kumar
4/10/19
Managing Director

Shawarish Kumar
4.10.19



MAA BHAWANI BUILDCON PVT. LTD.

Managing Director

or indirectly from the said property save and except as provided in these present.

- (26) The developer shall be entitled to enter into agreement for sale, or otherwise allot UNITS out of and from the Developer's area in the said building and which does not form part of the land owner's area, whenever required by the Developer by adhering the provision laid down under the Real Estate (Regulation and Development) Act, 2016.
- (27) Similarly the land owner shall be fully entitled to enter into agreements for sale or otherwise allot UNITS comprised in the land owner's area in the said building and which does not form part of the Developer's area.
- (28) That the material to be used for construction of poposed multistoried building complex and its specifications are clearly mentioned in Schedule-III of this development agreement and it will be treated as part of the development agreement.
- (29) After the Registration of this Development Agreement after registration of the project under the Real Estate (Regulation and Development) Act, 2016 , the land owner and the Developer shall be entitled to sell or enter into agreement for sale their respective shares directly to its prospective buyers or any financial institution by following provisions of RERA.
- (30) That after the completion of the construction of the building project, the developer/promoter/land owner shall be absolute owner of their respective shares and they will be entitled to sell/transfer their respective share as per the Provisions of The Bihar Apartment Ownerhip Act, 2006 coupled with RERA.

THE DEVELOPER FURTHER UNDERTAKES:-

- (A) That the developer will not do any act of commission, omission, expressly or impliedly, directly or indirectly by which the land owner's right, title and interest over the said property may in any manner be adversely affected until the developer has given delivery of possession of the land owner's area to the land owner.
- (B) The Developer and/ or its allottees shall not mortgage the Land owner's share/ area with any Bank(s) or financial Institution(s). The Developer can obtain loan from any Bank or any financial Institution for the development of the project only but for that the developer alone shall be liable and responsible. The land owner shall not be liable and responsible for such loans, mortgage obtained either by the developer or its allottees and the developer shall always keep and hereby keeps the landowner indemnified in this respect.
- (C) To indemnify the landowner and always keep him 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 and / or for contravention, breach of any law, Act, Statute, Rules and bye-laws.
- (D) That it is also agreed between the parties that the parking space will not to be sold to any outsider or stranger other than the inmates of the building.
- (E) All outgoings including municipal taxes and any other charges in respect of the said property shall be borne and paid by the land owner till the date of handing over the vacant possession of the Scheduled Land to

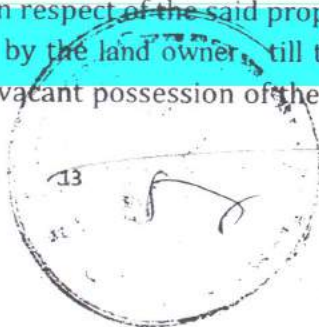
MAA BHAWANI BUILDCON PVT. LTD.

Shailesh Kumar

for Director

4/10/19

Signature
4.10.19



MAA BHAWANI BUILDCON PVT. LTD.

SK

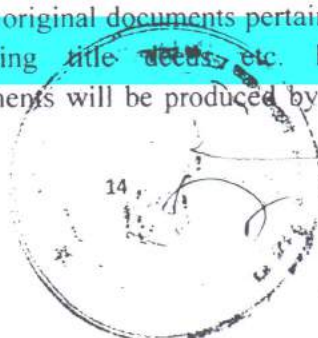
Managing Director

the Developer and thereafter the same shall be borne and paid by the Developer till the delivery of possession of the Land owner's area/ share to the Land owner.

- (F) After the delivery the land owner's area/ share to the land owner all out going in respect of the said property and the said building thereon shall be borne and paid by the land owner and the Developer and their nominees separately and proportionately in proportion to their respective share in the total super built-up area.
- (G) The land owner 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 Competent Authority, the same may be constructed by developer at its own costs and expenses and the extra area/ construction will be distributed in ratio as mentioned this development agreement.
- (H) The land owner will deliver to the developer and/or its duly authorized representative, photo copies of all original title deeds documents and papers relating to the said property for complete examination of the land owner's title thereto and the land owner agree to co-operate with the developer in such examination of the land 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.
- (I) The developer shall be entitled to retain only photocopies of the original documents pertaining to the said property including title deeds etc. however, the original documents will be produced by the land owner for

MAA BHAWANI BUILDCON PVT. LTD.
 Managing Director
 Sh. Leshu Dewan

Sh. Leshu Dewan
 4.8.19



MAA BHAWANI BUILDCON PVT. LTD.

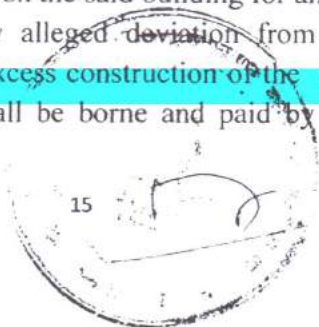
SRK
 Managing Director

inspection whenever required by the developer. However, after completion of the building/ project, finally all the original documents shall be handed over to the association or maintenance agency.

- (J) The developer and / or the land owner may form as it deems proper, a Co-operative housing society /association of persons, and body corporate etc. for maintenance of the common service area of the building and all the unit holder including the land owner will be joined as a members of such housing Society and shall be bound to contribute towards the cost of formation of such organization as well as to pay the regular maintenance charges as may be fixed or revised from time to time by the owner's association of the apartment for the maintenance and management of the entire building complex, except the internal part of units. The component of land will be conveyed to such society, association at the time of registration of unit (s) of the multistoried building.
- (K) The common area shall be jointly owned by the land owner and the developer of all the portion of the said building with equal and co-extensive entitlements to use all common area and facilities intended for utilization by occupants of the said building on the same terms and conditions applicable to all such utilization. No inmates of any part of the said building will have any exclusive right, title and interest over the common area and common facilities except the right to common use.
- (L) The Parties agree that in case any fine or penalty/fee is imposed on the said building for any breach of law and for any alleged deviation from the sanctioned plan and/or excess construction of the built-up area then the same shall be borne and paid by the developer alone.

MAA BHAWANI BUILDCON
Shoukath Fayaz
Managing Director
4/10/19

Shoukath Fayaz
4.10.19



MAA BHAWANI BUILDCON PVT. LTD.

SK
Managing Director

The landowner shall have no liability or responsibility for the same.

- (M) The Land owner will have to pay applicable GST to the competent authority through the above named Developer at the time of handing over the owner's share to owner.
- (N) That it is agreed that in all transfer/conveyance of land and/or built-up area, the purchaser(s) /transferee(s) shall bear the cost of stamp duty, registration fee and other registration charges/expenses etc.
- (O) That the land owner agrees and undertakes that in case of any dispute or litigation by person(s) claiming to be the co-sharer in the scheduled property or claiming his right, title or interest on and over 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 in between the land owner and such person(s) and in this respect the land owner shall keep the developer indemnified and development activities shall be free from all hindrances(s) so that the project may be completed within stipulated time.
- (P) That in case of any dispute or differences between the parties arising out or relating to this development agreement, the same shall be settled by reference of the dispute or differences to the arbitrator(s) appointed by both the parties and such arbitration shall be conducted under the provisions of the Arbitration & Conciliation Act, 1996 as amended from time to time. Sitting place of arbitration will be at Patna.
- (Q) That the courts of Patna, shall have the exclusive jurisdiction over all the matters or dispute arising in respect of and from this agreement.

MAA BHAWANI BUILDCON
Shailendra Kumar
Managing Director
4/10/19

Shailendra Kumar
4.10.19

SCHEDULE- I

Details of property owned by Dr. (Sri) Prabhat Kumar.

All that piece & parcel of vacant land measuring 4080 Sq.ft. little more or less, pertaining to Part of Survey Plot no. 623, (Six hundred and Twenty Three), Society Plot No. 01 & 02, Khata No. 268, (Two hundred and Sixty eight), under Thana No. 17 (Seventeen), Thana Code No. 040, **Zamabandi No. 4669, Part 40, pages 72225** situated in Mauza-Sikanderpur, mohalla Sangam Vihar (Mithila Colony), P.S. Danapur, Town and District Patna Sub. Registry office Danapur, Sadar Registry office Patna, within the limit of Nagar Prishad, Danapur Nizamat, and the same is bounded and butted as follows:-

BOUNDARY

North :- Society Plot No. 03,

South :- Smt. Bharti Rani Prasad,

East :- Survey Ahaar, Presently Branch Road.

West :- Society Plot No. 05 & 06.

VALUATION OF THE ENTIRE LAND.

Note :- Govt. value is mentioned at **Code No. 040** of M.V.R. 2016-17.

Total area 4080 Sq.ft. equivalent to 9.37 decimals

@ 6,50,000/- per decimals vide Thana Code No. 040

Rs. 60,90,000/-

Non Refundable Amount

Rs. 9,00,000/-

Total Rs. 69,90,000/-

SCHEDULE- II

Details of payment made by the developer to the land owner.

Sl.No.	Cheque No.	Dated.	Pay to	Rs.
--------	------------	--------	--------	-----

1.	169836.	10/02/2019,	Prabhat Kr.	Rs. 1,00,001/-
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MAA BHAWANI BUILDCON PVT. LTD.

(Signature)

Managing Director

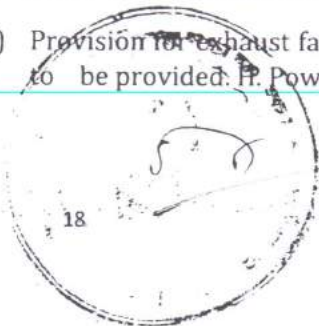
Shailendra Kumar
4/10/19

MAA BHAWANI BUILDCON PVT. LTD.
 Shailesh Kumar
 Managing Director
 4/10/19

SCHEDULE- III FEATURES AND SPECIFICATION OF UNITS

- | | |
|-----------------------|--|
| 1. BUILDING | Earth Quake resistance. |
| 2. FOUNDATION | RCC frame structure with brick work in cement mortar as per design and specification of Architects/ Structural consultants. |
| 3. CHOWKHATS | Door frame of sal wood. |
| 4. MAIN DOOR | Teak wood finished door or flush door with brass fittings, locks, latches of reputed make. |
| 5. OTHER DOORS | 32 mm thick ISI mark flush door with stopper, lock and latch. |
| 6. WINDOWS | Aluminium frame with 03 mm plain glass, and with MS grill. |
| 7. FLOORING : | Vitrified tiles flooring Kajaria/ Somani/Joushon & Joushon (24" x 24" size) flooring along with skirting in all area of flats. |
| 8. KITCHEN | <ul style="list-style-type: none"> a) Flooring vitrified tiles. b) Working platform-granite slab (16 mm). c) Dado-24" high ceramic tiles. d) Sink : stainless steel sink with suitable hot and cold water tap fittings. e) Aqua Guard point provision. f) Gezeer point provision for hot water supply, g) Provision for exhaust fan/ fresh air fan point to be provided. H. Power point |

Shailesh Kumar
 4.10.19



MAA BHAWANI BUILDCON PVT. LTD.


 Managing Director

4/10/19

9. DINNING SPACE Provision of one wash basin in related space.

10. BATHROOM/ TOILET :

- a) Flooring- antiskid ceramic tiles.
- b) Walls- Ceramic tiles up to 7 feet height.
- c) Sanitary- white glazed vitreous sanitary ware of ISI mark (Hindware / Parryware).
- d) Fittings - Chromium plated fittings of ESSO/ MARC.
- e) Cistern-Ceramic cistern in matching colour (Hindware / Parryware).
- f) Washing Machine point provisions.
- g) Geezer point provision with suitable electrical connection.
- h) Fresh air fan point provisions in each bathrooms.

11. ELECTRICAL WORK :

- a) All internal wiring in concealed conduits with copper wires of ISI Marks.
- b) All electrical modular switches and accessories of ANCHOR/ LEGRAND/ HAVELLS make.
- c) Separate meter provision for utilities and common space electrification.

12. T.V. & TELEPHONE One T.V. point and one telephone plug pin provided in the Drawing, Dining room and in all the bedrooms.

4/10/19

13. CABLE Cable point to be provided in the Drawing, Dining and in all the bed rooms.
14. INTERNAL WALL All internal walls shall be finished with good quality plastic paint over proper base preparation of plaster of Paris.
15. EXTERNAL WALLS All external walls shall be covered with putty and 02 coats of branded all weather coat paint with at least 07 years of warranty.
16. PARKING Marble crazy flooring/ equivalent tiles with adequate lighting.
17. BORE HOLES Boring and Tube well of adequate capacity CROMPTON / KSB or equivalent make submersible pump connected to adequate capacity underground / overhead storage tank for uninterrupted water supply to all flats.
18. LIFT Provision of one elevator of a standard company (KONE or JOHNSON of 04 passengers' capacity will be installed.
19. GENERATOR Good quality branded silent Generator (Mahindra/ Kirloskar make with adequate capacity for stand by Power supply together with canopy and diesel storage tank. 3 KVA Power Back-up to each flat from Generator.
20. TRANSFORMER If permitted from PESU will be installed.
21. INTERCOM Intercom facility provided in each flats with central Console at Security Guard station.
22. FIRE :

P. Sumner
4.10.19

NOTE : The specification are tentative and subject to minor modification.

IN WITNESS WHEREOF the Land Owner 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. Ravi Shanker
..... RAVI SHANKER
S/o SRI UMA SHANKER TRIPATHI
HOUSE NO-19, ROAD NO-4
NORTH PATEL NAGAR
PATNA - 800024

P. Kumar
4.10.19
Signature of the Land owner
PAN No. AGSPK8001D
AADHAAR No. 923525804770
Mob. No. 09431022144.

2. Nilay Ranjan
..... S/o SRI B.N.P. SINGH
A/o P.B.T. Colony
Kishoripuri, Patna

Signature of the Developer
Shailesh Kumar
Managing Director
4/10/19



एक प्रकाश के राज स मुद्रा पाय
एक लिपिक

16/11/19

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. 141000/-
Addl. Stamp duty paid under Municipal Act Rs. 0/-

Amt. Paid By N.J Stamp Paper Rs. 0/-
Amt. paid through Bank Challan Rs. 167575/-

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	5000	K1c	0	Mb	25
	A10	0	E	20000	J1	0	K2	0	Na	0
	B	0	H1a	0	J2	0	Li	0		
	TOTAL-									25025

LLR + Proc Fee Service Charge

LLR	550	
Proc. Fee	0	1000
Total	550	

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 26575

Date: 04/10/2019


Registering Officer
Patna

Endorsement under section 52

Presented for registration at Registration Office, Patna on Friday, 04th October 2019 by Prabhat Kumar Late Ramchandra Prasad Singh by profession Others. Status - Executant


4.10.19

Signature/L.T.I. of Presentant

Date: 04/10/2019


Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Ravi Shankar' age '45' Sex 'M', 'Uma Shankar Tripathi', resident of 'North Patel Nagar, Road No.4, Keshari Nagar, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 04/10/2019

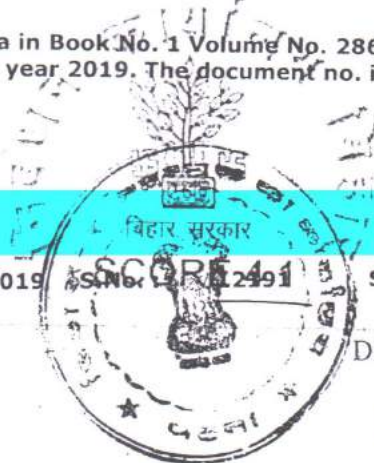

Registering Officer
Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office, Patna in Book No. 1 Volume No. 286 on page no. 52 to 78 for the year 2019 and stored in CD Volume No. 43 , year 2019. The document no. is printed on the front Page of the document.

Token No. : 12436
Date : 16/11/2019

Year : 2019



SCORE Ver.4.1


Registering Officer
Patna

DEED NO: 12038

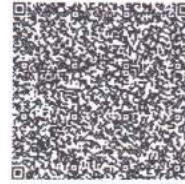
MAA BHAWANI BUILDCON PVT. LTD.



Managing Director



201. 280020191004042.
INDIA NON JUDICIAL
Government of Bihar
e-Stamp



13. 12436/19.

Certificate No.	: IN-BR06062684568828R
Certificate Issued Date	: 04-Oct-2019 01:00 PM
Account Reference	: SHCIL (FI)/ brshcil01/ PATNA/ BR-PAT/ PTC
Unique Doc. Reference	: SUBIN-BRBRSHCIL0106809646171032R
Purchased by	: MAA BHAWANI BUILDCON PRIVATE LIMITED
Description of Document	: Not Applicable
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: Not Applicable
Second Party	: MAA BHAWANI BUILDCON PRIVATE LIMITED
Stamp Duty Paid By	: MAA BHAWANI BUILDCON PRIVATE LIMITED
Stamp Duty Paid (Rs.)	: 1,23,000 (One Lakh Twenty Three Thousand only)
Reg. fee (Rs.)	: 25,025 (Twenty Five Thousand And Twenty Five only)
LLR & P Fee (Rs.)	: 550 (Five Hundred And Fifty only)
Miscellaneous Fee (Rs.)	: 0 (Zero)
Discore SC (Rs.)	: 1,000 (One Thousand only)
Total Amount (Rs.)	: 1,49,575 (One Lakh Forty Nine Thousand Five Hundred And Seventy Five only)



MAA BHAWANI BUILDCON PVT. LTD.

SK

Managing Director

MAA Bhawani Buildcon Pvt. Ltd.

Shailish Kumar
Managing Director
4/10/19

SK
4.10.19

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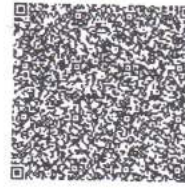
Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.snclsestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Customer Assistance.



CU. 28002091004043

INDIA NON JUDICIAL
Government of Bihar
e-Stamp



Certificate No. : IN-BR06064789122904R
Certificate Issued Date : 04-Oct-2019 01:30 PM
Account Reference : SHCIL (FI)/ brshcil01/ PATNA/ BR-PAT/ PTC
Unique Doc. Reference : SUBIN-BRBRSHCIL0106817935773591R
Purchased by : MAA BHAWANI BUILDCON PRIVATE LIMITED
Description of Document : Not Applicable
Property Description : Not Applicable
Consideration Price (Rs.) : 0 (Zero)
First Party : Not Applicable
Second Party : MAA BHAWANI BUILDCON PRIVATE LIMITED
Stamp Duty Paid By : MAA BHAWANI BUILDCON PRIVATE LIMITED
Stamp Duty Paid (Rs.) : 18,000(Eighteen Thousand only)
Reg. fee (Rs.) : 0 (Zero)
LLR & P Fee (Rs.) : 0 (Zero)
Miscellaneous Fee (Rs.) : 0 (Zero)
Discore SC (Rs.) : 0 (Zero)
Total Amount (Rs.) : 18,000 (Eighteen Thousand only)

12:12436/13

MAA BHAWANI BUILDCON PVT. LTD.

Shailish Kumar
Managing Director
4/10/19



MAA BHAWANI BUILDCON PVT. LTD.



Managing Director

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Statutory Alert:

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2. The basis of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Maa Rhawani Buildcon Pvt. Ltd
SK
Managing Director



INDIAN DRIVING LICENCE
GOVERNMENT OF BIHAR

DL : BR-0120040259684

NAME : RAVI SHANKAR
SHYAM SHANKAR TRIPATHI
ADDRESS : KUMHARI, PATNA NAGAR, ROAD
KUMHARI, PATNA NAGAR, ROAD
PATNA, BIHAR

Valid Till (Transport) : 15-03-1974
Valid Till (Non-Transport) : 14-03-2024

Authorisation to drive the following vehicle class throughout India
Type of Vehicles : MCWG LMV NT Only

Signature of Holder

Issued on : 14-02-2004

R. Shankar

4E7107

MAA BHAWANI BUILDCON PVT. LTD.

(SK)
Managing Director

232617

DL : BR-0120040259684

Original LA : DTO, PATNA
Old DL No : 1846/2004PATNA
Date Of Issue : 26-04-2014

Class Of Vehicles

Vehicle Class	Issue Date
MCWG	14-02-2004
LMV-NT	14-02-2004



भारत सरकार
GOVERNMENT OF INDIA



प्रभात कुमार
Prabhat Kumar
जन्म तिथि/ DOB: 01/02/1951
पुरुष / MALE



9235 2580 4770

मेरा , मेरी पहचान



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:

S/O. श्री रामचंद्र प्रसाद
सिंह, मंदिरी काठपुल,
बीएसएनएल टावर के पास,
पटना, फुलवारी, पटना,
बिहार - 800001

Address:

S/O: Shri Ramchandra
Prasad Singh, Mandiri
Kathpul, Near BSNL
Tower, Patna, Phulwari,
Patna,
Bihar - 800001



1967



P.O. Box No. 111
New Delhi-110001

Prabhat
5.12.19

MAA BHAWANI BUILDCON PVT. LTD.

SK

Managing Director



राजस्व एवं भूमि सुधार विभाग, बिहार सरकार

प्रपत्र-XIV ख
(देखें नियम-10)

लगान रसीद

ऑनलाइन
Running Unique No.: 0814044169
(Receipt No.)

जिला:- Patna	अंचल:- Danapur
हल्का:- नगर परिषद् दानापुर	मौजा :- सिकन्दरपुर
जमाबंदी सं०:- 4669	मौजा/थाना सं०:- 17
भाग वर्तमान:- 40	
पृष्ठ संख्या:- 72225	
जमाबंदी रस्यत का नाम:- DR PRABHAT KUMAR	पत्ता:- DAKSHINI MANDIRI, BUDDA COLONY, PATNA
अभिभावक का नाम:- RAM CHANDRA PRASAD	

खाता संख्या	खेसरा संख्या	रकबा/डिसमिल
268	623	0 एकड़ 9.366 डिसमिल 0 हेक्टर

सालाना मांग(बकाया और वर्तमान) चालू वित्तीय वर्ष का

वित्तीय वर्ष	सालाना दर	बकाया	वर्तमान	सूद	कुल	अभियुक्ति(बकाया का वर्ष कब से कब तक)
जमाबंदी लगान	20.00	20.00	20.00	0.00	40.00	2019-2020 से 2020-2021
सेस(लगान का 50 प्रतिशत स्वास्थ्य सेस, 50 प्रतिशत शिक्षा सेस, 25 प्रतिशत रोड सेस एवं 20 प्रतिशत कृषि सेस)	29.00	29.00	29.00	0.00	60.00	2019-2020 से 2020-2021
कुल	49.00	49.00	49.00	0.00	100.00	2019-2020 से 2020-2021

वसूली

वित्तीय वर्ष	बकाया के विरुद्ध वसूली	वर्तमान मांग के विरुद्ध कुल वसूली	कुल वसूली	अवशेष राशि(बकाया का वर्ष कब से कब तक)	अभियुक्ति
लगान	20.00	20.00	40.00	2019-2020 से 2020-2021	
सेस(लगान का 50 प्रतिशत स्वास्थ्य सेस, 50 प्रतिशत शिक्षा सेस, 25 प्रतिशत रोड सेस एवं 20 प्रतिशत कृषि सेस)	29.00	29.00	60.00	2019-2020 से 2020-2021	
कुल	49.00	49.00	100.00	2019-2020 से 2020-2021	

कुल बकाया-100.00

वसूल की गयी राशि शब्दों में- One Hundred Rupees

तिथि- 25-06-2020



MAA BHAWANI BUILDCON PVT. LTD.

Managing Director

यह एक कम्प्यूटर जनित प्रति है।
यह प्रपत्र केवल प्रार्थी की जानकारी के लिए है।
इसका उपयोग किसी भी न्यायालय में साक्ष्य के रूप में नहीं किया जा सकता है।
किसी भी प्रकार की अशुद्धियों के लिए सम्बन्धित अंचलाधिकारी से संपर्क करें।

Print