Serial No. 470 Deed No. 440

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

This document was presented for registration on 16/01/2014 by Saroj Singh
A stamp duty of Rs. 301560/- and other fees of Rs. 21550/- 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. 440 in Book No. 1, Volume No. 9 on pages from 205 to 224 and has been preserved in total 20 pages in C.D. No. 2 / Year 2014

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

Date: 16/01/2014 Token No: 466 /2014

16/1/2014

Saroj Singh

SCANNED

SATYAJA BUILDCON PVT. LTD.
Shashi Thakur 16.1.14
Managing Director

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered on the 16th Day of January, Two Thousand Fourteen.

BETWEEN

(1) **SMT. SAROJ SINGH** Wife of Late Rajendra Prasad Singh, Resident of Village-Ibrahimpur, P.S.-Baniyapur, District- Chapra (Saran) in the state of Bihar.

Owner of the land measuring 2 Katha 05 Dhoors.

Endorsement of Certificate of Admissibility

[redacted] 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. 301560/-	Amt.Paid By N.J Stamp Paper	Rs. 0/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 323110/-

Registration Fee

FEE PAID

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

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 21550

LLR + Proc Fee		Service Charge
LLR	0	550
Proc.Fee	0	
Total	0	

Registering Officer
Patna

Date: 16/01/2014

Endorsement under section 52

Presented for registration at Registration Office, Patna on Thursday, 16th January 2014 by Saroj Singh W/O-Late Rajendra Prasad Singh by profession Others. Status - Executant

Saroj Singh
16/1/14

Signature/L.T.I. of Presentant **Date:16/01/2014**

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Nishant Kumar Singh' age '24' Sex 'M', 'S/O-Prem Kumar Singh', resident of 'Ram Niwas Singh Katra Kadamkuan,west Lohanipur,patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 16/01/2014

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 9 on pages on 205 -224 , for the year 2014 and stored in CD volume No. CD-2 year 2014 .The document no. is printed on the Front Page of the document.

Registering Officer
Patna

Date : 16/01/2014

Token No. : 466 **Year : 2014** **S.No. : 470** **SCORE Ver.3.0** **Deed No . : 440**

Pay in-slip नकद/अंतरण TRANSFER

भारतीय स्टेट बैंक
State Bank of India

Main BRANCH

Date 15/01/2014

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

खाता सं० A/C No. 01109A97540492

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

नकद चेकों के विवरण पर्ची के दूसरी ओर/ Details of Cash/Cheques Overleaf	राशि/Amount रु०/Rs.	प०/P
खाते में नकद जमा/Cash Deposit in the Account	550	
नकदी रखरखाव शुल्क /Cash Handling charge		
कुल जमा/Total Deposit		

रुपये (शब्दों में)/Rupees (in words) Five Hundred Fifty Only

कार्यालय उपयोग हेतु /FOR OFFICE USE

(एस.डब्ल्यू.ओ./SWO) | नकद अधिकारी/प्राधिकृत Cash Officer/Authorised Signatory

"Development Agreement"

क्वर मो0 ..... शब्दों में (रू0 .....) मात्र

र्थ प्रति भागकर्त्ता हेतु) बिहार सरकार निबंधन विभाग गैर मानक

दावेजों के निबंधन के लिए जमा किए जाने वाले स्टाम्प शुल्क/निबंधन शुल्क एवं धामी के निबंधन शुल्क के भुगतान के लिए बैंक चालान

पक्षकार का नाम/पता–SATYAJA BUILDCON PVT. LTD., having its Office A1... सकी ओर से जमा किया जा रहा है Durga Vihar, S.P.Verma Road, Patna.....

दस्तावेज का प्रकार Development Agreement.....

निबंधन कार्यालय Patna Sadar

बैंक का नाम एवं शाखा S.B.I., Main Branch, Patna

भुगतान की जानेवाली राशि का विवरण:

रू0 सं0	भुगतान का मद एवं शीर्ष	रकम
क	स्टाम्प शुल्क–मुख्य शीर्ष –0030–स्टाम्प एवं पंजीकरण–उप–मुख्य शीर्ष 02 स्टाम्प गैर न्यायिक लघु शीर्ष–103–दस्तावेजों पर स्टाम्प शुल्क लगाना–उप शीर्ष 0001 सकल प्राप्तियाँ प्राथमिक इकाई 7549 सकल प्राप्तियाँ विपत्र कोड – 0030021030001	3,01,560/-
ख	निबंधन शुल्क–मुख्य शीर्ष–0030–स्टाम्प एवं पंजीकरण शुल्क उप मुख्य शीर्ष–03 पंजीकरण शुल्क, लघु शीर्ष–104–दस्तावेजों का पंजीकरण शुल्क–उप शीर्ष–0001, प्राथमिक इकाई – 75 49 सकल प्राप्तियाँ विपत्र कोड – 0030031040001	20,000/- 1000/- 21,000/-
ग	भूस्वामी शुल्क–मुख्य शीर्ष –0029 भू राजस्व लघु शीर्ष – 800 – अन्य प्राप्तियाँ – उप शीर्ष – 0006–अन्य मार्ग – प्राथमिक इकाई – 75 49 भूमि निबंधन शुल्क से आय विपत्र कोड – 0029000800006	
	भुगतान का माध्यम : नगद/चेक/'ड्राफ्ट' कुल योग	
	कुल राशि शब्दों में	3,22,560/-

स्थान Patna,
तारीख– 16/1/14

जमाकर्त्ता का नाम

Sunny L.

जमाकर्त्ता का हस्ताक्षर

❖चेक/ ड्राफ्ट का विवरण पीठ पर अंकित कर दें एवं हस्ताक्षर

❖चेक/ ड्राफ्ट की राशि अक्षरित होने के पश्चात ही मान्य होगी

FOR USE OF THE BANK

स्क्रॉल नं0..... तारीख.....

..... उपर्युक्त कार्यालय संख्या 05 में दिए गए विवरण के अनुसार रू0..... /शब्दों में..... रुपये प्राप्त किया।

15 JAN 2014

प्राधिकृत पदाधिकारी का हस्ताक्षर एवं मुहर

निबंधन हेतु सर्विस चार्ज जमा करने का विवरण

राशि – रू0..... शब्दों में.....

..... एस्को लेखा सं0:

जमा करने की तिथि:

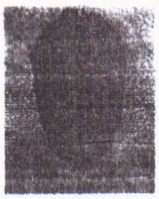
बैंक स्क्रौल सं0:.....

CASH RECEIVED A/C

बैंक की प्राप्ति एवं मुहर

9386024060

भारत सरकार



निशांत कुमार सिंह
Nishant Kumar Singh

जन्म वर्ष / Year of Birth : 1989
पुरुष / Male

2506 8488 0606

आधार — आम आदमी का अधिकार

आधार

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता: S/O प्रेम कुमार सिंह, राम निवास सिंह कटरा, बुद्ध मूर्ति के दक्षिण, कदमकुआं, पश्चिमी लोहानीपुर, कदमकुआ, पटना, बिहार, 800003

Address: S/O Prem Kumar Singh, Ram Niwas Singh Katra, South Of Buddh Murti, Kadamkuan, West Lohanipur, Kadamkuan, Patna, Bihar, 800003

1947
1800 180 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No.1947,
Bengaluru-560 001

IN WITNESS thereof both the **LAND OWNERS** and **BUILDER/DEVELOPER** have put their respective signature in token of acceptance of the terms and conditions as settled above in presence of the following witnesses:-

WITNESSES:-

1. Nilmani Kumar Singh
S/o- Prem Kumar Singh
R/o. Lohanipur
Kadam Kuna
Patna.

2. Abhay Ranjan
S/o Late S.B. Prasad.
Lalji Tola.
Patna.1

SIGNATURE OF THE LAND OWNERS/FIRST PARTY

(1) Sanjay Singh 16/1/14

(2) नीलमणि तिवारी 16.1.2014

SIGNATURE OF THE SECOND PARTY (BUILDER/DEVELOPER)

SATYAJA BUILDCON PVT. LTD.
Bhasha 16.1.14
Managing Director

This Development Agreement is drafted by me according to the directions of the land owners and the Developer, and on basis of the available papers and documents –

(UDAY NARAYAN SINGH)
ADVOCATE,
C.B.A, Patna

16/1

Indian style(Orrisa) pan or standard make like Hindustan/Cera / Perryware /Jal / Somany

(b) Chromium plated mixtures & taps of standard company i.e. Excel / Marc / Jaguar / Zoloto /Jal / somany will be used in each bath room.

(c) 12" x 12"Anti Skid floor tiles will be used in bathroom floor.

(d) White/ color sanitary ware, with matching PVC cistern will be provided of standard company / make in each toilet. (ie.) Hindustan / Parrywere /CERA/Jal / Somanay etc.

Electrical Wiring:-

(a) Concealed PVC conduits wiring with standard company.

(b) Modern electric switches of Roma / Northwast / Kolors / Philips/legards will be used inside the flat.

(c) Each flat shall be provided with a separate meter which is located at a convenient location on extra cost as per B.S.E.B. Rules.

Kitchen :-

(a) 12" x 12" vitrified floor tiles of good quality & standard company like Vermora/Somany/Kajaria or similar standard tiles.

(b) Green / Pink / Black Granite on working cooking platform .

(c) 2'-0" height printed glazed tiles dado will be provided over working cooking platform.

(d) Single bowel stainless steel sink will be provided.

TV Cable:-

(a) TV Cable point will be provided in the drawing room & Master bedroom of each flat.

SATYAJA BUILDCON PVT. LTD.
Managing Director

GOVT. VALUATION OF SCHEDULE-I PROPERTY

Total land measuring **4 Katha more or less approx 5444 sq.ft.** @ Rs.**12,00,000**/- per Decimal

or **Rs.2755.3269/- per sq.ft.** i.e. **Rs.1,50,28,000/-**

(Rupees One Crore Fifty Lacs Twenty Eight Thousand) only

Note :- If Lot No.-1 and Lot No.-2 or any of them has occupied the excess built-up area of the total area of the plot of the land the proportionate area share will be on pro-rata basis.

SCHEDULE-III
SPECIFICATIONS

Foundation & Structure:-
Earth Quack Resistant R.C.C. Framed structure.

Roof Slab:-
R.C.C. slab with design slab thickness.

Brick work:-
First class full / half brick masonry with cement mortar where as required as per Building slandered specification.

Wall finish:-

Internal :-
All internal walls plastered and finishes with wall putty /J.K Putty/Johnson Putty/Birla putty surface.

External:-
Snowcem / Cement based paint over cement plaster.

Door & Door frames :-
Flush door of standard company as Green, Century, Alpro & imported sal wood Door frames painted with enamel paint over one coat primer in each flats of standard company like Asian/Jonsion/Nerolac

Window & Window shutters :-
All window frames with shutters shall be made of Aluminum & Glass fitting with iron grill.

Flooring :-
(a) Good quality vitrified (600MMX600MM size) tiles in all area of the flats i.e. Bed rooms /Drawing/Dining area / Kitchen / Balconies / of vitrified floor tiles of reputed company like Somany/Vermora/ Kajaria/Orient/any other standard company.
(b) Flooring in stair case / common area to be finished with Kota Stone./Marble

Toilets Wall Fittings:-
Dado height with Glazed tiles up to height 7'-0" matching with Anti Skid floor tiles of reputed company like Somany/Vermora/ Kajaria/Orient/any other standard company.

Wash basin
Hot & Cold water pipe system and commode in master toilet.

16.1.2014

SATYAJA BUILDCON PVT. LTD.
Managing Director

P.R.D.A. (Dissolved) now Patna Municipal Corporation bearing **Thana No.2**, Survey Thana- Phulwari, Tauzi No.**5072**, Khata No.-**46 & 45**, Survey Plot No.**1440 and 1438,** within the jurisdiction of Sub Registry Office-Patna and District Registration Office-Patna Sadar, having amalgamated Boundary is as follows:-

The Plot is bounded as follow:-

NORTH :- Part Plot No.-1440 and 1438.
SOUTH :- Smt. Saroj Devi Part Plot No.-1438 and 1440.
EAST :- Part Plot No.-2420.
WEST :- 20'-0" wide Road

SATYAJA BUILDCON PVT. LTD.
Shashi Mathur 16.1.14
Managing Director

SCHEDULE-II

DETAILS OF NUMBERING OF FLAT ON GROUND AND FOUR UPPER STORIED BUILDING & THEIR PARKING SPACE ON GROUND FLOOR ARE GIVEN BELOW

FLOORS GROUND FLOOR:-	Allocation of allotment of parking will be after the final numbering in the parking space according to the proportionate shares of land lords & developers, beside the provision of Guard Room & common toilet.		
FIRST FLOOR	Land Lords Share		
	Flat no.101 Share of Lot-1 and Lot-2	Flat no. 102 Share of Lot-1	Flat no. 103 Share of Lot-1
SECOND FLOOR	Developers Shares		
	Flat no. 201	Flat no. 202	Flat no. 203
THIRD FLOOR	Land Lords Share		
	Flat no. 301 Share of Lot-1	Flat no. 302 Share of Lot-2	Flat no. 303 Share of Lot-2
FOURTH FLOOR	Developers Shares		
	Flat no. 401	Flat no. 402	Flat no. 403

Saroj Singh 16/1/14
16.1.2014

common areas and facilities intended for utilization by occupants of the said building on the same term and condition applicable to all for such utilization to owner of any part of the said building will have any exclusive right title and interest over the common areas and common facilities except the right of common uses area.

27. It is agreed that all transfer /conveyance of the land and or to the purchaser/transferee(s) shall bear the cost of stamp duty /court fees and other registration charges.

28. The Developer acknowledge, assure, and admit all the declarations made by the owners in the agreement and shall make good practically.

29. The Developer has agreed to provide and allow to use the facilities of lift /silence generator /transformer installed/without taking any installation cost from the owners for their share, it hereby mean owner's share and Owners have agreed that not to take any compensation for the newly constructed boundary wall having two nos. of gates around the above said owner's land which has been constructed by the owners.

30. The Developer shall form as it deem best, a cooperative housing society/association of persons/body, corporate of all the person sowing tenements in the said building .The owners and their nominees can become members of such organization formed by the Developer and the owners ,their nominees, respective agents, servants, tenants etc. shall be bound to abide by the rules and regulation as be formed by such organization from time to time and they shall be bound to contribute towards the cost of formation of such organization as well as to pay the regular maintenance charges as be fixed by the resolution or general body of occupies for the maintenance and management of the entire building complex.

SATYAJA BUILDCON PVT. LTD.
Managing Director

SCHEDULE-I

All that piece and parcel of vacant amalgamated land measuring an area of approximately **4 Katha** more or less situated at **Branch Road of Mohalla-Mahesh Nagar (Patna M.V.R. Serial No.-82, Zone-3, Year 2013-2014), Mauza-Mainpura,** P.S.-Sri Krishnapuri, District and Town-Patna, in the state of Bihar, within the limit of

bound to rectify them as per specification in schedule III. The development of the said property by the aforesaid Developer has been arrived at between the parties there to upon terms and conditions herein after appearing.

(iii) The Developer shall develop the said property in its own name and account and its own cost and complex will be named as "RAJENDRA APARTMENT/ENCLAVE" and developer shall alone be responsible for the development of the said property and neither owner or any person(s) claiming through the owners shall have any right or interest in the development of the said property except in relation to the owner's area.

23. The Developer shall be entitled to enter in to agreements for sale or lease in terms of this agreement or otherwise allot flats, car parking spaces and the tenement comprised in developer's area in the said building which is **50% (fifty percent)** of the total built up area and which does not form part of the owner's area whenever required by the developer. The owners will join as conforming party in all such agreement, sale deed, lease deed, deed of allotment etc.

24. Similarly the owners shall be fully entitled to enter in to agreements for sale or lease sale or otherwise allot flats, car parking spaces and the tenement comprised in the Owner's area in the said building which is **50%(fifty percent)** of the total built up area including the super built up area and which does not form part of the Developer's area in conformity whenever required by the owners. The Developer will join as conforming party in all such agreements, lease, deeds, deeds of allotment of sale deed, etc.

25. The Developer further undertake that it will not do any act of commission or omission expressly or impliedly, variation with the specification as given by the Developer in schedule III the owner will have the right to point this out to the developer and Developer will be bound to rectify them as per specification in Schedule III directly, indirectly by which owner's right, title and interest over the said property may in any manner be adversely affected until the developer has given delivery of possession of the owner's area to the owners.

26. The common area shall be jointly be owned by the all the owners of all the portions of the said building with equal entitlement to use all

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Managing Director

differences and dispute shall be settled by a references to arbitration of three arbitrator to be appointed and nominated in the manner following, that is, one by the owners and second by Developer for such appointed arbitrator , shall jointly nominated a Third arbitrator who shall act as the chairman of the board of Arbitrators ,and the decision of the arbitrators shall be final biding on both the parties hereof .

21. It is further represented and declared by the Developer

(i) That in any event or any living member of the either party will be under obligation to fulfill the terms and conditions of this agreement.

(ii) That the developer shall firstly construct and complete the owner's share and shall hand over to the owners within stipulated period of time .Either after that or simultaneously, he will complete his own shares.

(iii) That the owners shall be at liberty to stop the use of substandard materials in construction any time and the builder shall replace the substandard materials by the Standard materials.

(iv) That the owners shall co-operate to the construction of the building but if the builder will be found of any discrepancy in construction and they will give suggestion in proper way and good manner to regulate the construction.

22. WHEREAS the owners are interested in getting a multistoried residential complex developed and constructed on said property and acquire built-up area in the shape of residential flats and Parking area etc. as consideration

(i) As a result of the negotiation between the parties here to and or the representative and declaration made by the owners as therein recorded and agreement for development of the said property by the aforesaid Developer has been arrived at between the parties there to upon terms and conditions herein after appearing .

(ii) That the Developer has to insure good quality of work as per agreed specification attached in schedule III and owners will have the right of inspection between 9 AM and 4.30PM during the construction of the building including fittings and fixtures and can verify the agreed specifications and quality of the construction with developer. However, if the owners find any deviation or variation with the specification as given by the Developer in schedule III the owner will have the right to point this out to the developer and Developer will be

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Managing Director

16. The Developer shall comply with the provisions of PRDA/PMC or competent authorities and all other permissible relevant laws /bye-laws and rules and regulations. Any extra work i.e. permissible deviations from sanctioned plan, standard specification (scheduled - III) and alteration within permissible limit will be borne by developer and owners both as per their respective shares. If there are any alternation/addition/reduction in the sanctioned plan by PMC, competent authority which effectuating the height/floors of the building is changed by sanctioning authority PMC, which will be also liable to effect this agreement with time extension in same proportionate share of land owners and developers.

17. Developer will provide all civil works including installation of over head tanks/provision of water supply /drainage /provision for lift / electric energy through PESU installation for power connection, Generator and car parking space, for all the flats of owner's share without any extra charges taken from the owners .The cost of maintenance of generator, other maintenance deposits and other miscellaneous expenses will borne by land owners and developer jointly in the said proportion and their respective shares.

18. Owners are agreed that if any levy is imposed by the PRDA/PMC or any other public body or bodies or the government for the development/betterment of the area in which the said property or the building thereon, then the same shall be paid by owners and developer jointly in the same proportion as their respective shares of built up area in the said building This clause shall be effective only with owner's share is handed over completely in all respect to the owners in terms of the agreement..

19. If any new interest is created, both parties' share will be on pro rata basis and on mutual understanding and any other and common area maintenance charges of lift, generator in also ratio divided by land share of the landowners.

20. And whereas in case of any differences arising out of or relating to the land or construction of the intended building there on covered by this agreement or relating to the interpretation of any one or more of the clause and conditions herein contained or relating to any matter whatsoever arising out of this development agreement such

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Managing Director

legally bound to execute the register conveyance to effective transfer of portion as design by developer to the extent of **50% (fifty percent)** of his share in the said building. As clearly explained in sub-para 14(v).

(viii) That the developer agrees to take sole responsibility and necessary safety measures which ever is required to construct the building. Developer will be only responsible for any type of accident/ casualty/hazards and lack of in safety measures/dispute during construction and completion of the project. Owners have absolutely nothing to do with such type of any above hazards during construction and completion of the project.

15. IT IS FURTHER REPRESENTED AND DECLARED BY THE LAND OWNERS : –

(i) That no notice or notification for requisition or acquisition under the salutes for the time being is in force has been received by the owners relating to the said property or any part thereof and owner entitle in develop and /or cause to develop the property

(ii) That there is no notice/ notification for acquisition /requisition under the any of the status of the past or presently in force has been received, served or passed by the PMC or any Govt./any other competent authorities, income tax Department or any government authority including notice under land ceiling and regulation act 1976 for acquisition or requisition of the said property or any part thereof .

(iii) That land owners has assured that the premises of the schedule1 is free from any acquisition and notice for any government department such as PMC/PRDA and any others and free from all encumbrances, debts, lines, charges, dues, and attachments and in marketable condition and have in themselves full right, full power and absolute authority to title to transfer the whole and part of the said property and is free in all respect with their absolute right and in their exclusive possession and clear title and possession to be delivered to the developer for development . The owners have also assured that land does not affect the master plan of PMC/PRDA or competent authorities and there will be no obstacle in construction of the building on said land. Further are to say by the land owners that old taxes, all dues prior to the date of this agreement would be payable by the land owners.

16.1.2014

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Managing Director

in the light of said act, which will be fully applicable to this development agreement.

14. That under this development agreement the developer/builder is liable to do the following acts before /after completion of the building project as mentioned above and completing the clause 7 as per his share, is hereunder:-

(i) To execute sign on agreement for sale, deed of absolute sale or other document for effectuating the lawful transfer of the flats/parking area falling in the share of the Developer's area.

(ii) To present or title the above document/deeds before the registering authority for getting them registered.

(iii) To engage advocate, vakil, solicitor pretending to the proceeding and to sign vakalatnama, suit, plaint, written statement etc. And to compromise the same in respect to the transferring of the properties

(iv) To mortgage the developers share in the built up area with financial institution for enabling the purchasers of flats, parking space, tenements etc. to obtain loan against their flats, parking space tenements etc.

(v) To allot and sell directly developer's share as mentioned above to its prospective buyers and shall be entitled to execute sale deeds in their favour in respect of constructed area (according to their respective shares) as per schedule-II and received the payments from the buyers. It is here by cleared, in such above circumstances the builder/developer has to insure that land owner's share shall be completed in all respect and handed over to land owners.

(vi) As consideration of **50%(fifty percent)** of undivided share in the said property to be conveyed/transferred by the owner to the Developer or its nominees in term of clause 7 above, the Developer agrees to deliver and give possession to the owners of **50% (fifty percent)** of the total built up area as well as **50% (fifty percent)** of the parking space on the ground floor of the said building to be constructed by the developer at their own costs on the said property hereinafter called the owner's area .the balance **50% (fifty percent)** of the total build up area shall belong to the developer and shall hereinafter be called Developer's area. All terrace or terraces shall be common area for use as terrace only and the Owners and developer will have equal right on open space.

(vii) The Developer shall be entitled to allot the area of its own share to intending buyers and owners and owners of the said land will be

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9. That the Developer and Their nominees shall solely and exclusively be entitled to the Developer's share area they shall have absolute right, title and interest over the Developer's area and shall fully entitled to use and enjoy the same either themselves individually or collectively and shall be fully entitled to transfer convey, grant otherwise alienate their interest, if any, in any manner as deemed fit by them to any person, association of persons, firm, body, corporate, cooperative society, Government agencies etc. on such terms and conditions as may be decided by the Developer or its nominees, individually or collectively subject to clause 7 above conveying sale/long term lease etc.

10. That, however in pursuance of the **50% (fifty percent)** of the total saleable built up area in the proposed building of the Owner share in the total saleable built up area of the portion to be allotted and finally determined will be clearly earmarked in Schedule –II map attached and agreed as per mutual understanding.

11. That It is expressly and irrevocably agreed and declared by the owners, that the delivery and possession of the **50% (fifty percent)** of the total saleable super built up area in the proposed building of said building complex as mentioned above on the said property is given in the schedule II The by owners to the Developer.

1,00,000/-

12. That, in the event the Developer fails to complete the construction within the stipulated time frame as per clause- 6,the owners shall be entitle and developer shall be liable to pay to the owners a compensation @ Rs. 20,000.00(twenty thousand) per month for entire share of land owners for further six months after grace period, if the same is unconstructed and not handed over to owners , the meaning thereby the owners shall take possession of the constructed building within time along with law meaning there of, otherwise it will be breach of trust.

13. As per provisions of Bihar Apartment Act 2006 the Builder /DEVELOPER and LAND OWNER shall be absolute owners of their respective shares ,after completion of the construction of building project and they will be entitled to sell/transfer /lease/mortgage / gift/ to their respective shares . This development agreement is being done

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enable the Developer to carry out the various development works as stipulated in the agreement. Such facilities shall, however be allowed to execution of this agreement.

4. That the owners of the land have physically possessed total land area is 4 katha more or less.

5. That the developer after has already submitted of the aforesaid PMC plan with concerned of landowners and got approval of PMC map Vide plan case no **PMC/R-5/12/63/2012 dt. 27/3/12.**

6. That the except under forced major clauses the total time for construction shall be **3 (three) years with grace of 6 (six) month** for development and completing the project in all respect after the development agreement, that the total time for construction shall be calculated from the date of delivery of possession by the land owners to developers.

7. That the Developer shall, on construction of the intended building and development work over the said property, Deliver possession of the land Owner share **50% (fifty percent)** of the total saleable built up area with same percentage of total car parking area in around floor of the proposed building complex complete in all respect as per specification attached in **Schedule –III** herewith ,which shall form and be deemed to form always an adequate consideration for enable the owners to absolute transfer their right , title and interesting the balance **50% (fifty percent)** of the total saleable built up area to the Developer share which shall be deemed to be adequate consideration for the conveyance of right ,title ,and interest in the proportionate portion of said property of the owners .

8. That the Owners and their nominees shall solely and exclusively be entitled to the owner's share area they shall have absolute right, title and interest over the owners area and shall fully entitled to use and enjoy the same either themselves individually or collectively and shall be fully entitled to transfer convey, grant otherwise alienate their interest, if any, in any manner as deemed fit by them to any person, association of persons, firm, body, corporate, cooperative society ,Government agencies etc. on such terms and conditions as may be decided by the owners individually or collectively.

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construction of the residential multistoried building on the said property on the terms and conditions given hereunder.

AND WHEREAS the owners are interested in getting a multistoried residential building to developed and constructed on the scheduled property and acquired residential built-up area in the same.

WHEREAS after due negotiations between the aforesaid party, THE DEVELOPER has finally decided to take over the said property for development and has assured and guaranteed the LAND OWNERS, the joint owner of the plot, to develop the said property without putting the LAND OWNERS to any loss or damage and also immune and indemnify the LAND OWNERS or anybody after the execution of this agreement on the following terms and conditions.

AND as a result or the aforesaid development negotiation between the parties, agreement for development of the property by developer has been arrived at upon terms and conditions here after appearing.

NOW THIS AGREEMENT WITNESSTH AND IT IS HERE BY AGREED BY AND BETWEEN THE PARTIES HERE INTO AS FOLLOWS :-

1 THE owners of the land hereby grant to the developer and the developer hereby accepts from the LAND OWNERS the right to develop the said property more particularly mentioned in the Schedule-I of this agreement.

2 That the Developer appointed an Architect for drawing and prepared the plan, design drawing and elevation for the intended building complex to be constructed on the said property. The Developer has got approval with mutual concerned to the owners of the above plan, design, drawing by **PMC vide plan case no PMC/R-5/12/63/2012 dt.27/3/12.** It is further agreed and settled that the developer shall develop the said property ensuring the construction to the maximum permissible FAR and according the above said sanctioned development plan.

3. That the owners shall allow the Developer and his staff, workers, engineer, architect and agents etc. to enter in the said property to

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Son of Sri Kapil Dev Prasad, Resident of Village and Post-Chanpatiya, P.S.-Chanpatiya, Town and District-West Champran, in the State of Bihar. Thereafter, she came in actual, peaceful, physical possession over the same as its absolute owners. They have mutated her name in the Competent Authorities and the Land Rent Receipt is being issued in her name and the Land Rent is being paid by Jamabandi No.-8707 to the Circle Officer, Patna Sadar.

Lot-2 (SMT. NEELAM TIWARI)

WHEREAS, the Land Measuring an area 1 Katha 15 Dhoors as per deed more fully described in Schedule-I of this deed, was purchased by LAND OWNER, SMT. NEELAM TIWARI Wife of Sri Mani Bhushan Tiwari, Resident of Village- Mednimal(katra), P.S.HajipurTown,, District –Vaishali,,in the State of Bihar, by virtue of a Registered Sale Deed vide Deed No.6381, Book No.I, year 1994, Pages ..... to ....., Volume No....., Registered at District Registration Office, Patna on dated 07.10.1994 from Sri Apurv Narayan Prasad Son of Sri Kapil Dev Prasad, Resident of Village and Post-Chanpatiya, P.S.-Chanpatiya, Town & District-West Champran, in the State of Bihar, Thereafter, she came in actual, peaceful, physical possession over the same as its absolute owners. They have mutated her name in the Competent Authorities and the Land Rent Receipt is being issued in her names and the Land Rent is being paid by Jamabandi No.-8708 to the Circle Officer, Patna Sadar.

AND WHEREAS the owners decided to develop the said property more fully described in Schedule-I of this deed, through a reputed and experienced developer, and on being approached by the developer, the owners decided and represented to the developer that the owners/first part is the absolute owners of the said property and the same is in their peaceful possession and the said property is free from all encumbrances, liens, charges, attachments, litigations, whatsoever, that there is no notice of requisition or acquisition from the government authority or authorities in respect to the said property and the owners has got the right to transfer and convey the whole or part of the said property and after negotiation between the parties, the owners are agreeable to give the said property to the developer for developing for construction of multistoried residential building and the developer is agreeable to take up the development and

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(2) **SMT. NEELAM TIWARI** Wife of Sri Mani Bhushan Tiwari, Resident of Village-Mednimal, (katra) P.S.-Hajipur Town, District-Vaishali, in the State of Bihar,

Owner of the land measuring 1 Katha 15 Dhoors.

Hereinafter called the **"LAND OWNERS"** - which expression unless repugnant to the context shall mean and include their heirs, executors, administrators, legal representatives assigns, and successors-in-interest of the **FIRST PART.**

AND

SATYAJA BUILDCON PVT. LTD., a Company, incorporated under the Company's Act, 1956, vide Registration No.-U45200BR-2013 PTC21312 having its registered office at A1 Durga Vihar (1st floor) S.P.Verma Road, Patna-800001, through its Managing Director, **SMT. SHASHI PRABHA** Wife of Sri Birendra Kumar, Resident of Flat No.-402, Sarvadaya Kamla Apartment, 32-A.N. Path, North S.K.Puri, Patna-13, in the State of Bihar, Indian Citizen. Hereinafter called the **DEVELOPER**, which expression unless repugnant to the context shall mean and include its heirs, executors, administrators, legal representatives, assignees and successors-in-interest of the **SECOND PART.**

PAN.-AATCS 8167 J.

WHEREAS the First Part/LAND OWNERS are the absolute owners of the property more fully described in Schedule-I of this deed, and are coming in peaceful, physical possession over the same and She/he has all right title and possession over the said property.

Lot-1 (SMT. SAROJ SINGH)

WHEREAS, the Land Measuring an area **2 Katha 5 Dhoors** as per deed more fully described in Schedule-I of this deed, was purchased by LAND OWNER, SMT. SAROJ SINGH Wife of Late Rajendra Prasad Singh, Resident of Village-Ibrahimpur, P.S.-Baniyapur, District-Chapra (Saran) in the State of Bihar, by virtue of a registered sale deed vide Deed No.6379, Book No.I, year 1994, Pages 475 to 492, Volume No.532, Registered at District Registration Office, Patna on dated 07.10.1994 from Sri Apurv Narayan Prasad

SATYAJA BUILDCON PVT. LTD.
Managing Director