Serial No. 3849 Book No. :- 1 Deed No. 3352

Serial No. 3849 Deed No. 3352

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

This document was presented for registration on 26/03/2014 by Manoj Kumar Singh
A stamp duty of Rs. 203520/- and other fees of Rs. 25375/- 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. 3352 in Book No. 1, Volume No. 77 on pages from 18 to 31 and has been preserved in total 14 pages in C.D. No. 12 / Year 2014

Date: 26/03/2014 Token No: 3956 /2014

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

3956/14 Manoj

DEVELOPMENT AGREEMENT

This Agreement is made and entered into at Patna on this the 25 Day of March 2014

BETWEEN

(1) SRI MANOJ KUMAR SINGH, S/O SRI NARAYAN SINGH R/o Vill.- Mahadewa Road ,Siwan, Thana+ P.O. +District-Siwan, hereinafter referred to as the 'OWNERS' (which expression shall unless repugnant to the context or meaning there to mean and include her heirs administrators executors, legal representatives, successors-in- interest and/or assigns) of the ONE PART.

AND

Manoj Kumar Singh
25-3-14

District Registry Office,Patna

Token Number 3956 Reg. Year 2014 Serial Number 3849 Deed Number 3352

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Presenter By	Manoj Kumar Singh						
Sig.	Manoj Kumar Singh 26-3-14						
Executant	Manoj Kumar Singh						
Sig.	Manoj Kumar Singh 26-3-14	N/A	N/A	N/A	N/A	N/A	N/A
Claimant	Dhruv Prasad Munarka (Prop.)						
Sig.	26-3-14						
Identified By	Deepak Kumar						
Sig.	26/3/2014						

SCORE Ver.3.0 Powered by InfoSystem and Solutions,Patna Biometric Captured By 2800sop009

SHREE SHYAM DISTRIBUTORS (CONST.DIV) Represented by its Proprietor Sri Dhruv Prasad Murarka S/o Late Durga Prasad Murarka Having its registered office at G-7,Shashi Complex, Exhibition Road, Patna hereinafter referred to as the "DEVELOPER" (which expression shall unless repugnant to the context or meaning there to mean and include its executors, administrators, legal representatives, successor/s in office and/or assigns) of the OTHER PART.

WHEREAS the aforesaid Owner is seized and possessed of and is Owner of or otherwise was and is sufficiently entitled to the free hold Land Situated in Mohalla-Ramjaipal Nagar, Mauza-Jalalpur Ramjaipalnagar, P.S Code-189, Pargana- Phulwari, bearing Tauzi no.5170, Khata no.4, Survey Plot no.174, Thana No.22, P.S.-Danapur, Distt.- Patna, Measuring about approx 4900 Sq. Ft. approx, fully described in schedule of the Land hereunder written, hereinafter referred to as the SAID PROPERTY.

AND WHEREAS, the property fully described in schedule-I of this Deed was acquired by the Late Late Kamla Prasad Singh (Father and Grand Father) and Late Chandra jyoti Devi (Mother and Grand Mother) of the Present owners through Registered Sale (1) Deed No.5803 and 5895 , Dated-18.7.92, (2) Deed no.5800 and 5892, Dated-18-7-1992 registered at Sub Registrar office, Danapur and after their Sad Demise the aforesaid Present Owners came in exclusive peaceful physical possession over the same as absolute owners through mutual Oral partition recorded vide Affidavit dt.6.5.13 before the Executive Magistrate ,Patna.

AND WHEREAS, the aforesaid owners are interested in getting a multistoried Residential Building developed and constructed on the said property through some reputed Developer, who can develop and construct Residential Building Complex at its own cost and to acquire built-up area in the said building complex in the shape of Flat and Car Parking space etc. as consideration for the value of the said property to be conveyed by the owner to the developer and/or its nominee/s.

AND WHERE AS, the aforesaid developer offered to develop and construct at the entire risk and liability of the owner and at its own cost a Residential Building Complex in the name of SHREE SHYAM "KAMLA VIHAR"(hereinafter referred to as the said Building) on the said property and the aforesaid owner agreed to acquire Flat and car Parking space/s in the

Hand] Kumar Singh
25-3-14

said building, as consideration for value of the said land to be conveyed by the owner to the developer or its nominee/s including a Co-Operative Housing Society, Firm, Association of persons, Body corporate e.t.c.

AND WHERE AS, as a result of the negotiations between the parties hereto, the aforesaid owner and aforesaid developer and on the representations and declarations made by the owner as herein recorded, an agreement for Development of the said property has been arrived at between the parties hereto upon the term and condition hereinafter appearing.

That it has been agreed between the parties that if the Developer acquires adjacent plots in addition to the land mentioned above, then he will amalgamate the total land and develop the project as one.

NOW THESE PRESENTS WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIERS HERE TO AS FOLLOWS :-

1. That the owners here by appoint the aforesaid Developer as the developer of the said property and irrevocably grants to the developer, who hereby accept from the owners the exclusive right, possession and license to develop the said property fully described in the schedule hereunder written in the manner and on the term, condition and stipulations hereinafter mentioned.

2. That the developer will construct the said building as per plan sanctioned by the Patna Regional Development Authority/PMC/Danapur Nagar Parishad or any other authority/concerned and/or as permissible under the building Bye-Laws of P.R.D.A. or any other Authority concerned and the owner shall have no objection in this regard. It is on that basis this agreement is being emered into by and between the parties hereto.

3. It is further agreed that any minor alteration or revision of the aforesaid plan within the parameters of the Patna Regional Development Authority/PMC/Danapur Nagar Parishad Building Rules and Regulation, which may become necessary shall not require any further approval of the owner and the Developer alone shall be entitled to make such alternation/revision which would be binding on the owner.

3.1 The owner simultaneously with the execution of this Development Agreement agree to grant vacant physical possession of the said property of the developer.

Hand] Kumar Singh
25-3-14

3.2 The 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 the various developmental works as stipulated in this Agreement.

4. The Developer will construct, complete and give to the owner of the First Part 49% of the entire Super built up area plus car parking space of the said building hereinafter called the OWNER'S AREA as consideration for the proportionate undivided share of said landed property to be conveyed/transferred by the owner to the Developer and or its nominee(s)/ assignee(s).

5. The balance of the total built-up area of the said building (after excluding the said Owner's area as stipulated in clause 4 above) i.e. 51% of the Built up area shall exclusively belong to the developer and hereinafter be called 'DEVELOPER AREA' to which the Developer alone shall be entitled having constructed the same at its own cost and expenses.

5.1 The owner's and her heirs/successors in interest and/or nominee/s shall solely and exclusively be entitled to the owner's area and shall have absolute right title and interest or shall be fully entitled to use and enjoy the same either themselves individually or collectively or shall be fully entitled to transfer convey, grant, otherwise alienate their interest, in any manner ass deemed fit by them to any person or persons, Association of persons, firm, Body corporate, Co-Operative societies, Government's Agencies etc. on such terms and conditions as may be deemed fit by the owner individually or collectively. -

5.2 The Developer and/or its nominee(s) shall solely and exclusively be entitled to the Developer's area and shall have absolute right, title and interest over the Developer's area and they shall be fully entitled to transfer, convey, grant otherwise alienate their interest, in any manner as deemed fit by them to any person or persons Association of persons. Firms, Body Corporate, co-operative societies, Government, agencies etc. on such term and condition as may be decided by the Developer or its nominee(s) individually or collectively.

6. The Developer agrees to construct and give possession of the owner's area to the owner within a period of 3 years from the date of approval of Plan Map from PRDA/DNP which may be extended with reasonable Cause for a further period of 1(one) year i.e. the total Construction period will not be exceed for more than

Haval Kumar Singh
25-3-14

four (4) Years. However, the aforesaid completion period is subject to "Force Majeu." the Developer will be entitled for extra time in the case of any litigation and such happening as are beyond the control of the Developer including fire, tempest, accident, strike, lock-out exceptionally inclement weather and any other Act of God.

7. The owner shall at no time demand any further sum of premium or any interest any dealing regarding sale of Developer's area and the owner shall if necessary, join in execution of all such deeds and documents as may be required by the Developer in this regards as confirming party . However the stamp duty and all expenses in this regard shall be borne and paid by the purchaser/s only.

8. This Agreement shall not ever be deemed to constitute partnership of any sort between the parties hereto.

9. From the date of delivery of possession of owner's area to owner, the owner and her heirs/successors and/or nominee/s and the Developer and its nominee(s) shall jointly have or be deemed to have undivided right, title and interest over the total land of the said property in the proportion of their respective share in the said building even without any further act. Matters or things done by the owner in the regard.

10. The owner hereby from the date of this agreement grant exclusive license to the Developer to enter upon the said landed property (more fully described in schedule written hereunder) and to take up and proceed with the development, planning and construction of the building in terms of this Development by the owner shall be a license as contemplated in section 60(b) of Indian Easement Act, 1982.

10.1. It is agreed that any Agreement or arrangement made or entered into at any time by the owner in breach of or violation of the terms and conditions of this Development shall be null and void.

11. The Owners here by irrevocably undertake not to sell dispose off, alienate, charge, encumber, lease or otherwise transfer the said landed property or any part thereof during the currency of this agreement and undertaken not to do any act/s deed/s matter/s or thing/s as shall be in breach of the terms of the Development Agreement save and except putting the said Developer thereon for the purpose of Development pursuant to this

Haval Kumar Singh
25-3-14

Development Agreement. The owner shall at no point of time during the currency of this Development Agreement try to dispose the said Developer from the said property or any part there of.

12. The Developer shall develop the said property in its own name and account and at its own cost and shall alone be responsible for the development and construction of the said building.

13. As after the date hereof the developer shall be fully entitled to do all acts, deeds and things required for development and construction of the said building at the developer's own cost and expense.

14. The Developer shall be entitled to enter into agreement for sale , or otherwise allot flats, parking spaces and other tenements in the Developer's area in the said building which comprise of the total built up area of the said building excluding the built-up-area forming part of the owner's area. Whenever required by the Developer, the owners will join as confirming party in all such Agreements, sale Deeds or Allotment etc.

15. During the construction of the said building the developer may be required to create equitable or any legal mortgage of the said land and the construction thereon either in full or in part for obtaining loan for the individual purchasers of flats and parking spaces etc. In such event the owner shall have no objection and they shall join the developer in creation of such mortgage on terms to be mutually agreed. However, the Developer affirm and under take all moneys obtained as loan by pledging/ hypothecating or mortgaging the said property or creating charges on the said building under construction shall be exclusively invested for construction and Development of the said building only.

16. The owner will deliver to the Developer and/or its duly authorized Advocate certified copies/photocopies of all original title deeds, documents, and other papers relating to the said land/property for complete examination of the owner's title thereto and the owner shall answer and/or comply with all reasonable requisitions that may be made by the Developer's and/or its Advocate in this regard to establish a marketable title to the said land/property.

16.1 In any event the owner without prejudice to foregoing declaration agrees and undertakes to remove all obstacles and clear all outstanding

Manoj Kumar Singh
25-3-14

doubts or defects, relating to the title of said the property save as herein above provided at its own cost so as to ultimately vest the said landed property in the developer or its nominee/s free from all encumbrances and defects.

16.2 All outgoing including Municipal taxes and any other charges in respect of the said landed property shall borne and paid by the owner till the date of handing over of vacant possession of the said landed property and thereafter the same shall be borne and paid by the developer till the delivery of possession of the owner's area to the owner.

16.3 After delivery of possession of the owner's area to the owner all outgoing in respect of the said landed property and the said building thereon shall be borne and paid by the owner and the developer and/or their nominee(s) proportionately in the proportion of their respective shares in the total built-up area in the said building.

17. Upon delivery of possession of the owner's area to the owner by the Developer and subject to the other terms and conditions contained herein before or at such earlier time as may be mutually agreed upon the owner shall execute and register conveyance(s) of proportionate undivided share in the land of said property in term of clause 4 herein above in favour of the developer or its nominee/nominees including a cooperative Housing societies or association of persons of Body corporate etc. In default of the owner executing such transfer/conveyance of such deed or deeds as may be deemed necessary by the developer, the Developer shall be entitled to take all steps as may be necessary for execution and registration of all such documents, transfer/conveyance and for this purpose the owner hereby nominate and appoint **SHREE SHYAM DISTRIBUTORS (CONST.DIV) Represented by its Proprietor** Sri Dhruv Prasad Murarka S/o Late Durga Prasad Murarka as their true and lawful attorney to act, apply for and obtain Income Tax clearance certificate, urban land Clearance and all other permissions and approvals as may be deemed necessary by the developer in this regard and for granting documents of title, Execute Sale deed etc. to the individual purchaser/or its nominee/s.

18. The Developer shall form as it deem best, a co operative Housing Society/Association of Persons/Body Corporate of all the persons owning tenants in the said building. The owner her nominee/s shall be come member of such an organization formed by the Developer and the owner, her

Manoj Kumar Singh
25-3-14

nominees, respective agents servants, licenses, tenants etc. shall be bound abide by the rules and regulations as may be framed by such organization time to time and they shall be bound to contribute towards the cost of formation such organization as well as to pay the regular maintenance charges as be fixed for the maintenance and management of the entire building complex.

19. The common area shall jointly be owned by all the owner's of all the portions of the said building with equal entitlement to use and enjoy all common area and facilities provided for utilization by the occupants of the said building on the same terms and conditions applicable to all for such utilization. No owner's 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 of common use and enjoyment.

20. The owner agreed that if any levy is imposed by the Patna Regional Development Authority/Danapur Nagar Parishad or any other public body or bodies or the Government for the Development/ betterment of the area in which the said landed property is located or any other levy becomes applicable on the said land or the building thereon then the same shall be paid by the owner and the Developer jointly in the same proportion as per their respective shares of built-up-area in the said building.

21. The owner agrees that in case any fine or penalty is imposed on the said building for any alleged deviation from the sanctioned plan, resulting, in any excess construction of the built-up-area then the same shall be borne and paid by the developer.

22. 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, court fees and other registration charges.

23. That in case of any dispute or difference between the parties arising out of relating to this development agreement the same shall be settled by the Arbitrators appointed by both the parties and such arbitration shall be conducted under the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended from time to time.

Manoj Kumar Singh
25-3-14

SCHEDULE OF PROPERTY

All that piece and parcel of Land Measuring about approx 4900 Sq.Ft more or less Situated in Mohalla-Ramjaipal Nagar Mauza-Jalalpur, P.s. Code-189,Pargana-Phulwari, bearing Tauzi no.5170, Khata no.4, Survey Plot no.174, Thana No.22, P.S.-Danapur, Distt.- Patna, and bounded as follows:-

BOUNDARY of Plot No.174:-

NORTH :-Plot No.174(P)
SOUTH :- Plot No.174(P)
EAST :- Plot No.174(P)
WEST :- Beanch Road.

VALUATION OF LAND

AREA Measuring approx 4900 Sq.Ft (11.25) Decmil.

VALUE 1,01,26,000/-

Manoj Kumar Singh
25-3-14

IN WITNESS WHEREOF the parties hereto have executed this Development Agreement at PATNA on the 25....Day, MARCH Month, ...2014.....Year first above written.

1.

Manoj Kumar Singh
25-3-14

SIGNED SEALED & DELIVERED BY THE OWNER IN THE PRESENCE OF

SIGNED, SEALED & DELIVERED BY THE DEVELOPER IN THE PRESENCE OF

WITNESSES::

1. Deepak Kumar
S/o Vijay Prasad
Boring Canal Road
Patna

2. Arvind Kumar
S/o Sri J.P. Singh
Gardanibagh
Patna.

AMIT SINGH
ADVOCATE
Patna High Court

Dhirendra Kumar Singh
S/o Sri Jai Narain Singh
Jyoti Kunj
Near Pani Tank
Ashok R. C. Rd.
Patna 800023.
25/03/2014

10

Endorsement of Certificate of Admissibility

...missible under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian ...amp 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. 203520/-	Amt.Paid By N.I Stamp Paper	Rs. 0/-
Addl Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 228895/-

Registration Fee

FEE PAID

A1	0	C		0	H1b	0	K1a	0	L1		0
A8	0	D		0	H2	0	K1b	0	L1c		0
A9	0	DD		0	I	5000	K1c	0	Mb		25
A10	0	E		20000	J1	0	K2	0	Ra		0
B	0	H1a		0	J2	0	L	0			
									TOTAL-		25025

LLR + Proc Fee		Service Charge
LLR	0	350
Proc.Fee	0	
Total	0	

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 25375

Date: 26/03/2014

Registering Officer
Patna

Endorsement under section 52

Presented for registration at Registration Office, Patna on Wednesday, 26th March 2014 by Manoj Kumar Singh S/O-Sri Narayan Singh by profession Others, Status - Executant.

Manoj Kumar Singh
26-3-14

Signature/L.T.I. of Presentant **Date:26/03/2014**

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Deepak Kumar' age '32' Sex 'M', 'S/O Vijay Prasad', resident of 'Boring Canal Road, Khatian House, Patna'), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 26/03/2014

Registering Officer
Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 27 on pages on 18 -31 , for the year 2014 and stored in CD volume No. CD-12 year 2014 .The document no. is provided on the Front Page of the document.

Date : 26/03/2014

Registering Officer
Patna

Token No. : 3956 **Year : 2014** **S.No. : 3849** **SCORE Ver.3.0** **Deed No . : 3353**

Serial No. 18223 Book No. :- 1 Deed No. 17626

Serial No. 18223 Deed No. 17626

01

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

This document was presented for registration on 21/05/2013 by Amrendra Kumar Singh
A stamp duty of Rs. 310240/- and other fees of Rs. 879/- 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. 17626 in Book No. 1, Volume No. 385 on pages from 104 to 117 and has been preserved in total 14 pages in C.D. No. 60 / Year 2013

Date: 21/05/2013 Token No: 18725 /2013

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

T 18725/2013

DEVELOPMENT AGREEMENT

This Agreement is made and entered into at Patna on this the ..... Day of .....2013(Two Thousand Thirteen)

BETWEEN

(1) SRI AMRENDRA KUMAR SINGH, (2) SRI MADHVENDRA SINGH both Sons of LATE RAMLOCHAN SINGH (3)JAI NARAYAN SINGH and (4) SRI NARAYAN SINGH both Sons of Late Kamla Prasad Singh all R/o Vill.- Mahadewa Road ,Siwan, Thana+ P.O. +District-Siwan, hereinafter referred to as the 'OWNERS' (which expression shall unless repugnant to the context or meaning there to mean and include her heirs administrators executors, legal representatives, successors-in- interest and/or assigns) of the ONE PART.

AND

1) Amrendra Singh - 21.05.13
2) M. Madhvendra Singh 21/5/13.
3) Jai Narain Singh. 21/5/13
4) Shree Narayan Singh 21/5/13

21-5-13

District Registry Office,Patna

Token Number 18725 Reg. Year 2013 Serial Number 18223 Deed Number 17626

PresType Name	Photo	Thumb	Index	Middle	Ring	Little
Presented By Amrendra Kumar Singh						
Sig. 21.05.13						
Executant Amrendra Kumar Singh						
Sig.	N/A	N/A	N/A	N/A	N/A	N/A
Executant Jai Narayan Singh						
Sig. 21-5-13						
Executant Madhvendra Singh						
Sig. 21/5/13.						
Executant Narayan Singh						
Sig. 21/5/13						
Identified By Pankaj Kothari						
Sig. 21/5/13						
Claimant Dhruv Prasad Murarka						
Sig. 21-5-13						

SHREE SHYAM DISTRIBUTORS (CONST.DIV) Represented by its Proprietor Sri Dhruv Prasad Murarka S/o Late Durga Prasad Murarka Having its registered office at G-7,Shashi Complex, Exhibition Road,Patna hereinafter referred to as the "DEVELOPER" (which expression shall unless repugnant to the context or meaning there to mean and include its executors, administrators, legal representatives successor/s in office and/or assigns) of the OTHER PART.

WHEREAS the aforesaid Owner is seized and possessed of and is Owner of or otherwise was and is sufficiently entitled to the free hold Land Situated in Mohalla-Ramjaipal Nagar, Mauza-Jalalpur, Pargana-Phulwari, bearing Tauzi no.5170, Khata no.4, Survey Plot no.174, Thana No.22, P.S.-Danapur, Distt.- Patna, Measuring about approx 5 Katha and 13 Dhur, fully described in schedule of the Land hereunder written, hereinafter referred to as the SAID PROPERTY.

AND WHEREAS, the property fully described in schedule-I of this Deed was acquired by the Late Late Kamla Prasad Singh (Father and Grand Father) and Late Chandra jyoti Devi (Mother and Grand Mother) of the Present owners through Registered Sale (1) Deed No.5803 and 5895 , Dated-18.7.92, (2) Deed no.5800 and 5892, Daned-18-7-1992 registered at Sub Registrar office, Danapur and after their Sad Demise the aforesaid Present Owners came in exclusive peaceful physical possession over the same as absolute owners through mutual Oral partition recorded vide Affidavit dt.6.5.13 before the Executive Magistrate ,Patna.

AND WHEREAS, the aforesaid owners are interested in getting a multistoried Residential Building developed and constructed on the said property through some reputed Developer, who can develop and construct Residential Building Complex at its own cost and to acquire built-up area in the said building complex in the shape of Flat and Car Parking space etc. as consideration for the value of the said property to be conveyed by the owner to the developer and/or its nominee/s.

AND WHERE AS, the aforesaid developer offered to develop and construct at the entire risk and liability of the owner and at its own cost a Residential Building Complex in the name of SHREE SHYAM "KAMLA

1) Jhanadhar Singh · 21.05.13 ·
2) Madhavendra Singh · 21/5/13
3) Jai narain S-S · 21/5/13
4) Shreenarayan 21/5/13

VIHAR"(hereinafter referred to as the said Building) on the said property and the aforesaid owner agreed to acquire Flat and car Parking space/s in the said building, as consideration for value of the said land to be conveyed by the owner to the developer or its nominee/s including a Co-Operative Housing Society, Firm, Association of persons, Body corporate e.t.c.

AND WHERE AS, as a result of the negotiations between the parties hereto, the aforesaid owner and aforesaid developer and on the representations and declarations made by the owner as herein recorded, an agreement for Development of the said property has been arrived at between the parties hereto upon the term and condition hereinafter appearing.

That it has been agreed between the parties that if the Developer acquires adjacent plots in addition to the land mentioned above, then he will amalgamate the total land and develop the project as one.

NOW THESE PRESENTS WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIERS HERE TO AS FOLLOWS :-

1. That the owners here by appoint the aforesaid Developer as the developer of the said property and irrevocably grants to the developer, who hereby accept from the owners the exclusive right, possession and license to develop the said property fully described in the schedule hereunder written in the manner and on the term, condition and stipulations hereinafter mentioned.

2. That the developer will construct the said building as per plan sanctioned by the Patna Regional Development Authority/PMC/Danapur Nagar Parishad or any other authority/concerned and/or as permissible under the building Bye-Laws of P.R.D.A. or any other Authority concerned and the owner shall have no objection in this regard. It is on that basis this agreement is being entered into by and between the parties hereto.

3. It is further agreed that any minor alteration or revision of the aforesaid plan within the parameters of the Patna Regional Development Authority/PMC/Danapur Nagar Parishad Building Rules and Regulation, which may become necessary shall not require any further approval of the owner and the Developer alone shall be entitled to make such alteration/revision which would be binding on the owner.

1) Jhanadhar Singh · 21.05.13 ·
2) Madhavendra Singh · 21/5/13 ·
3) Jai narain S-S · 21/5/13
4) Shreenarayan Singh 21/5/13

3.1 The owner simultaneously with the execution of this Development Agreement agree to grant vacant physical possession of the said property of the developer.

3.2 The 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 the various developmental works as stipulated in this Agreement.

4. The Developer will construct, complete and give to the owner of the First Part 49% of the entire Super built up area plus car parking space of the said building hereinafter called the OWNER'S AREA as consideration for the proportionate undivided share of said landed property to be conveyed/transferred by the owner to the Developer and or its nominee(s)/ assignee(s).

5. The balance of the total built-up area of the said building (after excluding the said Owner's area as stipulated in clause 4 above) i.e. 51% of the Built up area shall exclusively belong to the developer and hereinafter be called 'DEVELOPER AREA' to which the Developer alone shall be entitled having constructed the same at its own cost and expenses.

5.1 The owner's and her heirs/successors in interest and/or nominee/s shall solely and exclusively be entitled to the owner's area and shall have absolute right title and interest or shall be fully entitled to use and enjoy the same either themselves individually or collectively or shall be fully entitled to transfer convey, grant, otherwise alienate their interest, in any manner ass deemed fit by them to any person or persons, Association of persons, firm, Body corporate, Co-Operative societies, Government's Agencies etc. on such terms and conditions as may be deemed fit by the owner individually or collectively.

5.2 The Developer and/or its nominee(s) shall solely and exclusively be entitled to the Developer's area and shall have absolute right, title and interest over the Developer's area and they shall be fully entitled to transfer, convey, grant otherwise alienate their interest, in any manner as deemed fit by them to any person or persons Association of persons. Firms, Body Corporate, co-operative societies, Government, agencies etc. on such term and condition as may be decided by the Developer or its nominee(s) individually or collectively.

For P Ramaiah 21-5-13

1) Ghanashyam Singh · 21.05.13 .
2) Madhavendra Singh · 21/5/13
3) Srinivasa S.V. · 21/5/13
4) Shree Narayan Das 21/5/13

6. The Developer agrees to construct and give possession of the owner's area to the owner within a period of 3 years from the date of approval of Plan Map from PRDA/DNP which may be extended with reasonable Cause for a further period of 1(one) year i.e. the total Construction period will not be exceed for more than four (4) Years. However, the aforesaid completion period is subject to "Force Majur" the Developer will be entitled for extra time in the case of any litigation and such happening as are beyond the control of the Developer including fire, tempest, accident, strike, lock-out exceptionally inclement weather and any other Act of God.

7. The owner shall at no time demand any further sum of premium or any interest any dealing regarding sale of Developer's area and the owner shall if necessary, join in execution of all such deeds and documents as may be required by the Developer in this regards as confirming party . However the stamp duty and all expenses in this regard shall be borne and paid by the purchaser/s only.

8. This Agreement shall not ever be deemed to constitute partnership of any sort between the parties hereto.

9. From the date of delivery of possession of owner's area to owner, the owner and her heirs/successors and/or nominee/s and the Developer and its nominee(s) shall jointly have or be deemed to have undivided right, title and interest over the total land of the said property in the proportion of their respective share in the said building even without any further act. Matters or things done by the owner in the regard.

10. The owner hereby from the date of this agreement grant exclusive license to the Developer to enter upon the said landed property (more fully described in schedule written hereunder) and to take up and proceed with the development, planning and construction of the building in terms of this Development by the owner shall be a license as contemplated in section 60(b) of Indian Easement Act, 1982.

10.1. It is agreed that any Agreement or arrangement made or entered into at any time by the owner in breach of or violation of the terms and conditions of this Development shall be null and void.

For P Ramaiah 21-5-13

11. The Owners here by irrevocably undertake not to sell dispose off, alienate, charge, encumber, lease or otherwise transfer the said landed property or any part thereof during the currency of this agreement and

1) Ghanashyam Singh · 21.05.13 .
2) Madhavendra Singh · 21/5/13 .
3) Srinivasa S.V. · 21/5/13
4) Shree Narayan Das

undertaken not to do any act/s deed/s matter/s or thing/s as shall be in breach of the terms of the Development Agreement save and except putting the said Developer thereon for the purpose of Development pursuant to this Development Agreement. The owner shall at no point of time during the currency of this Development Agreement try to dispose the said Developer from the said property or any part there of .

12. The Developer shall develop the said property in its own name and account and at its own cost and shall alone be responsible for the development and construction of the said building.

13. As after the date hereof the developer shall be fully entitled to do all acts, deeds and things required for development and construction of the said building at the developer's own cost and expense.

14. The Developer shall be entitled to enter into agreement for sale , or otherwise allot flats, parking spaces and other tenements in the Developer's area in the said building which comprise of the total built up area of the said building excluding the built-up-area forming part of the owner's area. Whenever required by the Developer, the owners will join as confirming party in all such Agreements, sale Deeds or Allotment etc.

15. During the construction of the said building the developer may be required to create equitable or any legal mortgage of the said land and the construction thereon either in full or in part for obtaining loan for the individual purchasers of flats and parking spaces etc. In such event the owner shall have no objection and they shall join the developer in creation of such mortgage on terms to be mutually agreed. However, the Developer affirm and under take all moneys obtained as loan by pledging/ hypothecating or mortgaging the said property or creating charges on the said building under construction shall be exclusively invested for construction and Development of the said building only.

16. The owner will deliver to the Developer and/or its duly authorized Advocate certified copies/photocopies of all original title deeds, documents, and other papers relating to the said land/property for complete examination of the owner's title thereto and the owner shall answer and/or comply with all reasonable requisitions that may be made by the Developer's and/or its

1) Dhirendra Singh - 21.05.13.
2) Madhavendra Singh 21/5/13.
3) Jai Narain Sah - 21/5/13
4) Shree Narayan Sah 21.5.13

P. Murarka 21-5-13

Advocate in this regard to establish a marketable title to the said land/property.

16.1 In any event the owner without prejudice to foregoing declaration agrees and undertakes to remove all obstacles and clear all outstanding doubts or defects, relating to the title of said the property save as herein above provided at its own cost so as to ultimately vest the said landed property in the developer or its nominee/s free from all encumbrances and defects.

16.2 All outgoing including Municipal taxes and any other charges in respect of the said landed property shall borne and paid by the owner till the date of handing over of vacant possession of the said landed property and thereafter the same shall be borne and paid by the developer till the delivery of possession of the owner's area to the owner.

16.3 After delivery of possession of the owner's area to the owner all outgoing in respect of the said landed property and the said building thereon shall be borne and paid by the owner and the developer and/or their nominee(s) proportionately in the proportion of their respective shares in the total built-up area in the said building.

17. Upon delivery of possession of the owner's area to the owner by the Developer and subject to the other terms and conditions contained herein before or at such earlier time as may be mutually agreed upon the owner shall execute and register conveyance(s) of proportionate undivided share in the land of said property in term of clause 4 herein above in favour of the developer or its nominee/nominees including a cooperative Housing societies or association of persons of Body corporate etc. In default of the owner executing such transfer/conveyance of such deed or deeds as may be deemed necessary by the developer, the Developer shall be entitled to take all steps as may be necessary for execution and registration of all such documents, transfer/conveyance and for this purpose the owner hereby nominate and appoint **SHREE SHYAM DISTRIBUTORS (CONST.DIV) Represented by its Proprietor** Sri Dhruv Prasad Murarka S/o Late Durga Prasad Murarka as their true and lawful attorney to act, apply for and obtain Income Tax clearance certificate, urban land Clearance and all other permissions and approvals as may be deemed necessary by the developer in this regard and for granting documents of title, Execute Sale deed etc. to the individual purchaser/or its nominee/s.

P. Murarka 21-5-13

1) Dhirendra Singh - 21.05.13.
2) Madhavendra Singh 21/5/13.
3) Jai Narain Sah 21/5/13
4) Shree Narayan Sah

18. The Developer shall form as it deem best, a co operative Housing Society/Association of Persons/Body Corporate of all the persons owning tenants in the said building. The owner her nominee/s shall be come member of such an organization formed by the Developer and the owner, her nominees, respective agents servants, licenses, tenants etc. shall be bound abide by the rules and regulations as may be framed by such organization time to time and they shall be bound to contribute towards the cost of formation such organization as well as to pay the regular maintenance charges as be fixed for the maintenance and management of the entire building complex.

19. The common area shall jointly be owned by all the owner's of all the portions of the said building with equal entitlement to use and enjoy all common area and facilities provided for utilization by the occupants of the said building on the same terms and conditions applicable to all for such utilization. No owner's 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 of common use and enjoyment.

20. The owner agreed that if any levy is imposed by the Patna Regional Development Authority/Danapur Nagar Parishad or any other public body or bodies or the Government for the Development/ betterment of the area in which the said landed property is located or any other levy becomes applicable on the said land or the building thereon then the same shall be paid by the owner and the Developer jointly in the same proportion as per their respective shares of built-up-area in the said building.

21. The owner agrees that in case any fine or penalty is imposed on the said building for any alleged deviation from the sanctioned plan, resulting, in any excess construction of the built-up-area then the same shall be borne and paid by the developer.

22. 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, court fees and other registration charges.

23. That in case of any dispute or difference between the parties arising out of relating to this development agreement the same shall be settled by the Arbitrators appointed by both the parties and such arbitration shall be

1) Dhanendra Singh. 21.05.13.
2) Madhvendra Singh. 21/5/13.
3) Parmanand Sah 21/5/13
4) Shree Narayan Sah

conducted under the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended from time to time.

SCHEDULE OF PROPERTY

All that piece and parcel of Land Measuring about approx 19 Katha 7 Dhur more or less Situated in Mohalla-Ramjaipal Nagar Mauza-Jalalpur, P.s. Code-.....Pargana-Phulwari, bearing Tauzi no.5170, Khata no.4, Survey Plot no.174, Thana No.22, P.S.-Danapur, Distt.- Patna, and bounded as follows:-

BOUNDARY of Plot No.174:-
NORTH :-Plot No.174(P)
SOUTH :- Plot No.174(P)
EAST :- Plot No.174(P)
WEST :- Branch Road.

VALUATION OF LAND

AREA Measuring approx 5 Katha 13 Dhur more or less equal to16.275 decmil.

VALUE 1,54,62,000/-

1) Dhanendra Singh. 21.05.13.
2) Madhvendra Singh. 21/5/13.
3) Parmanand Sah 21/5/13
4) Shree Narayan Sah 21/5/13

IN WITNESS WHEREOF the parties hereto have executed this Development Agreement at PATNA on the .....Day, ...Month, ...Year first above written.

1. Amarendra Singh. 21.05.13.
2. Manikarendra Singh. 21/5/13.
3. Jai narain Sah 21/5/13
4. Shree Narayan Sha 21/5/13

D P Mukherjee 21-5-13

SIGNED SEALED & DELIVERED BY THE OWNER IN THE PRESENCE OF THE

SIGNED, SEALED & DELIVERED BY THE DEVELOPER IN PRESENCE OF

WITNESSES:-

1. Pankaj Kothari S/o Sri Suresh Kothari B 40 c Kautilya Bhawan Rajender Nagar Patna

2. [illegible] (C.A K.D. JALAN) 20b, Narayan Place Beli Road Patna (Bihar)

AMIT SINGH
ADVOCATE
Patna High Court

3. हिरेन्द्र कुमार सिंह 21/5/13

4. Satyendra Singh 21/5/13 Satyendra Singh 21/5/13

Endorsement of Certificate of Admissibility

...missible under Rule 5 : duty Stamped (or exempted from or does not require stamp duty) under the ...rdian 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. 310340/-	Amt Paid By N.J Stamp Paper	Rs. 0/-
Addl Stamp duty paid under Municipal Act	Rs. 0/-	Amt paid through Bank Challan	Rs. 311110/-

Registration Fee

FEE PAID										
	A1	0	C	0	H1b	0	K1a	0	La	0
	A8	0	D	0	H2	0	K1b	0	Lb	0
	A9	0	DD	0	I	150	K1c	0	Mb	25
	A10	0	E	250	J1	0	K2	0	Na	54
	B	0	H1a	0	J2	0	Li	0		
									TOTAL-	479

LLR + Proc Fee		Service Charge
LLR	0	400
Proc.Fee	0	
Total	0	

Total amount paid (Reg. fee+LLR, Proc+Service Charge in Rs. - 879

Date: 21/05/2013

Registering Officer Patna

Endorsement under section 52

Presented for registration at Registration Office, Patna on Tuesday, 21st May 2013 by Amrendra Kumar Singh S/O-Late Ramlochen Singh by profession Others. Status : Ex cutant

Amarendra Singh. 21.05.13.

Signature/L.T.I. of Presentant **Date:21/05/2013**

Registering Officer Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Pankaj Kothari' age '48' Sex 'M', 'S/O-Suresh Kothari', resident of 'B/40B,kaushiya Estate,patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 21/05/2013

Registering Officer Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 385 on pages on 104 -117 , for the year 2013 and stored in CD volume No. CD-60 year 2013 .The document no. is printed on the Front Page of the document.

Date : 21/05/2013

Registering Officer Patna

Token No. : 18729 Year : 2013 S.No. : 18223 SCORE Ver.3.0 Deed No. : 17626

Serial No. 18225 Book No. :- 1 Deed No. 17628

Serial No. 18225 Deed No. 17628

01

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

This document was presented for registration on 21/05/2013 by Satyendra Kumar Singh
A stamp duty of Rs. 951000/- and other fees of Rs. 920/- 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. 17628 in Book No. 1, Volume No. 385 on pages from 128 to 141 and has been preserved in total 14 pages in C.D. No. 60 / Year 2013.

Date: 21/05/2013 Token No: 18721 /2013

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

DEVELOPMENT AGREEMENT

This Agreement is made and entered into at Patna on this the 21 Day of MAY 2013(Two Thousand Thirteen).

BETWEEN

(1) SRI SATYENDRA KUMAR SINGH, (2) SRI DEVENDRA KUMAR SINGH both Sons of SRI JAI NARAIN SINGH (3) SRI AMRENDRA KUMAR SINGH, (4) SRI MADHVENDRA SINGH both Sons of & LATE RAMLOCHAN SINGH, all R/o Vill.-Mahadewa Road Siwan, Thana+P.O.+District-Siwan, hereinafter referred to as the 'OWNERS' (which expression shall unless repugnant to the context or meaning there to

1) Satyendra Singh 21/5/13
2) देवेन्द्र कुमार सिंह 21/5/13
(3) Amarendra Singh 21-5-13
(4) Madhvendra Singh 21.05.13. 21/5/13

District Registry Office,Patna

Token Number 18721 Reg. Year 2013 Serial Number 18225 Deed Number 17628

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Executant	Devendra Kumar Singh						
Sig.	देवेन्द्र कुमार सिंह 21/5/13						
Presented By	Satyendra Kumar Singh						
Sig.	Satyendra Singh 21/5/13						
Executant	Amrendra Kumar Singh						
Sig.	Amarendra Singh 21.05.13.						
Executant	Satyendra Kumar Singh						
Sig.		N/A	N/A	N/A	N/A	N/A	N/A
Executant	Madhvendra Singh						
Sig.	Madhvendra Singh 21/5/13.						
Identified By	Pankaj Kothari						
Sig.							
Claimant	Dhruv Prasad Murarka						
Sig.	DP murarka 21-5-13						

mean and include her heirs administrators executors, legal representatives, successors-in- interest and/or assigns) of the ONE PART.

AND

SHREE SHYAM DISTRIBUTORS (CONST.DIV) Represented by its Proprietor Sri Dhruv Prasad Murarka S/o Late Durga Prasad Murarka Having its registered office at G-7,Shashi Complex, Exhibition Road,Patna hereinafter referred to as the "DEVELOPER" (which expression shall unless repugnant to the context or meaning there to mean and include its executors, administrators, legal representatives successor/s in office and/or assigns) of the OTHER PART.

WHEREAS the aforesaid Owner is seized and possessed of and is Owner of or otherwise was and is sufficiently entitled to the free hold Land Situated in Mohalla-Ramjaipal Nagar, Mauza-Jalalpur, Pargana-Phulwari, bearing Tauzi no.5170, Khata no.4, Survey Plot no.131,135,136,174,176, Thana No.22, P.S.-Danapur, Distt.- Patna, Measuring about approx 16 Katha fully described in schedule of the Land hereunder written, hereinafter referred to as the SAID PROPERTY.

AND WHEREAS, the property fully described in schedule-I of this Deed was acquired by the owners through Registered Sale (1) Deed No.1323 Dated- 27.2.92, (2) Deed no.1324, Dated-27-2-1992, (3) Deed no.5802, Dated-18-7-1992, (4) Deed no.1325, Dated-27-2-1992 registered at Sub Registrar office, Danapur and since then above named persons separately came in exclusive peaceful physical possession over the same as absolute owners. The Land owners also mutated their name separately in the state sarista (Register-II) and paying the Land Rent to the Government of Bihar through the Circle Officer, Danapur.

AND WHEREAS, the aforesaid owners are interested in getting a multistoried Residential Building developed and constructed on the said property through some reputed Developer, who can develop and construct Residential Building Complex at its own cost and to acquire built-up area in the said building complex in the shape of Flat and Car Parking space etc. as consideration for the value of the said property to be conveyed by the owner to the developer and/or its nominee/s.

(1) Satyendra Singh 21/5/13
(2) दिनेश कुमार पिंटू
(3) Dhananjay Singh 21/5/13
21.05.13.
4 Maddhumeha Singh 21/5/13

D P Murarka 21-5-13

AND WHERE AS, the aforesaid developer offered to develop and construct at the entire risk and liability of the owner and at its own cost a Residential Building Complex in the name of SHREE SHYAM "KAMLA VIHAR"(hereinafter referred to as the said Building) on the said property and the aforesaid owner agreed to acquire Flat and car Parking space/s in the said building, as consideration for value of the said land to be conveyed by the owner to the developer or its nominee/s including a Co-Operative Housing Society, Firm, Association of persons, Body corporate e.t.c.

AND WHERE AS, as a result of the negotiations between the parties hereto, the aforesaid owner and aforesaid developer and on the representations and declarations made by the owner as herein recorded, an agreement for Development of the said property has been arrived at between the parties hereto upon the term and condition hereinafter appearing.

That it has been agreed between the parties that if the Developer acquires adjacent plots in addition to the land mentioned above, then he will amalgamate the total land and develop the project as one.

NOW THESE PRESENTS WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIERS HERE TO AS FOLLOWS :-

1. That the owners here by appoint the aforesaid Developer as the developer of the said property and irrevocably grants to the developer, who hereby accept from the owners the exclusive right, possession and license to develop the said property fully described in the schedule hereunder written in the manner and on the term, condition and stipulations hereinafter mentioned.

2. That the developer will construct the said building as per plan sanctioned by the Patna Regional Development Authority/PMC/Danapur Nagar Parishad or any other authority/concerned and/or as permissible under the building Bye-Laws of P.R.D.A. or any other Authority concerned and the owner shall have no objection in this regard. It is on that basis this agreement is being entered into by and between the parties hereto.

3. It is further agreed that any minor alteration or revision of the aforesaid plan within the parameters of the Patna Regional Development Authority/PMC/Danapur Nagar Parishad Building Rules and Regulation, which may become necessary shall not require any further approval of the

D P Murarka 21-5-13

(1) Satyendra Singh 21/5/13
(2) दिनेश कुमार पिंटू
(3) Dhananjay Singh 21/5/13
21.05.13.
4 Maddhumeha Singh 21/5/13

owner and the Developer alone shall be entitled to make such alternation/revision which would be binding on the owner.

3.1 The owner simultaneously with the execution of this Development Agreement agree to grant vacant physical possession of the said property of the developer.

3.2 The 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 the various developmental works as stipulated in this Agreement.

4. The Developer will construct, complete and give to the owner of the First Part 49% of the entire Super built up area plus car parking space of the said building hereinafter called the OWNER'S AREA as consideration for the proportionate undivided share of said landed property to be conveyed/transferred by the owner to the Developer and or its nominee(s)/ assignee(s).

5. The balance of the total built-up area of the said building (after excluding the said Owner's area as stipulated in clause 4 above) i.e. 51% of the Built up area shall exclusively belong to the developer and hereinafter be called 'DEVELOPER AREA' to which the Developer alone shall be entitled having constructed the same at its own cost and expenses.

5.1 The owner's and her heirs/successors in interest and/or nominee/s shall solely and exclusively be entitled to the owner's area and shall have absolute right title and interest or shall be fully entitled to use and enjoy the same either themselves individually or collectively or shall be fully entitled to transfer convey, grant, otherwise alienate their interest, in any manner ass deemed fit by them to any person or persons, Association of persons, firm, Body corporate, Co-Operative societies, Government's Agencies etc. on such terms and conditions as may be deemed fit by the owner individually or collectively.

5.2 The Developer and/or its nominee(s) shall solely and exclusively be entitled to the Developer's area and shall have absolute right, title and interest over the Developer's area and they shall be fully entitled to transfer, convey, grant otherwise alienate their interest, in any manner as deemed fit by them to any person or persons Association of persons. Firms, Body Corporate, co-operative societies, Government, agencies etc. on such term and condition as may be decided by the Developer or its nominee(s) individually or collectively.

(1) Satyendra Singh 21/5/13
(2) देवेन्द्र कुमार सिंह
(3) Dharender Singh 21/5/13
4. Kailash Nandan Singh 21/5/13

6. The Developer agrees to construct and give possession of the owner's area to the owner within a period of 3 years from the date of approval of Plan Map from PRDA/DNP which may be extended with reasonable Cause for a further period of 1(one) year i.e. the total Construction period will not be exceed for more than four (4) Years. However, the aforesaid completion period is subject to "Force Majur" the Developer will be entitled for extra time in the case of any litigation and such happening as are beyond the control of the Developer including fire, tempest, accident, strike, lock-out exceptionally inclement weather and any other Act of God.

7. The owner shall at no time demand any further sum of premium or any interest any dealing regarding sale of Developer's area and the owner shall if necessary, join in execution of all such deeds and documents as may be required by the Developer in this regards as confirming party . However the stamp duty and all expenses in this regard shall be borne and paid by the purchaser/s only.

8. This Agreement shall not ever be deemed to constitute partnership of any sort between the parties hereto.

9. From the date of delivery of possession of owner's area to owner, the owner and her heirs/successors and/or nominee/s and the Developer and its nominee(s) shall jointly have or be deemed to have undivided right, title and interest over the total land of the said property in the proportion of their respective share in the said building even without any further act. Matters or things done by the owner in the regard.

10. The owner hereby from the date of this agreement grant exclusive license to the Developer to enter upon the said landed property (more fully described in schedule written hereunder) and to take up and proceed with the development, planning and construction of the building in terms of this Development by the owner shall be a license as contemplated in section 60(b) of Indian Easement Act, 1982.

10.1. It is agreed that any Agreement or arrangement made or entered into at any time by the owner in breach of or violation of the terms and conditions of this Development shall be null and void.

11. The Owners here by irrevocably undertake not to sell dispose off, alienate, charge, encumber, lease or otherwise transfer the said landed

(1) Satyendra Singh 21/5/13
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4. Kailash Nandan Singh 21/5/13

property or any part thereof during the currency of this agreement and undertaken not to do any act/s deed/s matter/s or thing/s as shall be in breach of the terms of the Development Agreement save and except putting the said Developer thereon for the purpose of Development pursuant to this Development Agreement. The owner shall at no point of time during the currency of this Development Agreement try to dispose the said Developer from the said property or any part there of .

12. The Developer shall develop the said property in its own name and account and at its own cost and shall alone be responsible for the development and construction of the said building.

13. As after the date hereof the developer shall be fully entitled to do all acts, deeds and things required for development and construction of the said building at the developer's own cost and expense.

14. The Developer shall be entitled to enter into agreement for sale , or otherwise allot flats, parking spaces and other tenements in the Developer's area in the said building which comprise of the total built up area of the said building excluding the built-up-area forming part of the owner's area. Whenever required by the Developer, the owners will join as confirming party in all such Agreements, sale Deeds or Allotment etc.

15. During the construction of the said building the developer may be required to create equitable or any legal mortgage of the said land and the construction thereon either in full or in part for obtaining loan for the individual purchasers of flats and parking spaces etc. In such event the owner shall have no objection and they shall join the developer in creation of such mortgage on terms to be mutually agreed. However, the Developer affirm and under take all moneys obtained as loan by pledging/ hypothecating or mortgaging the said property or creating charges on the said building under construction shall be exclusively invested for construction and Development of the said building only.

16. The owner will deliver to the Developer and/or its duly authorized Advocate certified copies/photocopies of all original title deeds, documents, and other papers relating to the said land/property for complete examination of the owner's title thereto and the owner shall answer and/or comply with all reasonable requisitions that may be made by the Developer's and/or its

(1) Satyendra Singh 21/5/13
(2) [illegible] 21/5/13
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Advocate in this regard to establish a marketable title to the said land/property.

16.1 In any event the owner without prejudice to foregoing declaration agrees and undertakes to remove all obstacles and clear all outstanding doubts or defects, relating to the title of said the property save as herein above provided at its own cost so as to ultimately vest the said landed property in the developer or its nominee/s free from all encumbrances and defects.

16.2 All outgoing including Municipal taxes and any other charges in respect of the said landed property shall borne and paid by the owner till the date of handing over of vacant possession of the said landed property and thereafter the same shall be borne and paid by the developer till the delivery of possession of the owner's area to the owner.

16.3 After delivery of possession of the owner's area to the owner all outgoing in respect of the said landed property and the said building thereon shall be borne and paid by the owner and the developer and/or their nominee(s) proportionately in the proportion of their respective shares in the total built-up area in the said building.

17. Upon delivery of possession of the owner's area to the owner by the Developer and subject to the other terms and conditions contained herein before or at such earlier time as may be mutually agreed upon the owner shall execute and register conveyance(s) of proportionate undivided share in the land of said property in term of clause 4 herein above in favour of the developer or its nominee/nominees including a cooperative Housing societies or association of persons of Body corporate etc. In default of the owner executing such transfer/conveyance of such deed or deeds as may be deemed necessary by the developer, the Developer shall be entitled to take all steps as may be necessary for execution and registration of all such documents, transfer/conveyance and for this purpose the owner hereby nominate and appoint **SHREE SHYAM DISTRIBUTORS (CONST.DIV) Represented by its Proprietor** Sri Dhruv Prasad Murarka S/o Late Durga Prasad Murarka as their true and lawful attorney to act, apply for and obtain Income Tax clearance certificate, urban land Clearance and all other permissions and approvals as may be deemed necessary by the developer in this regard and for granting documents of title, Execute Sale deed etc. to the individual purchaser/or its nominee/s.

(1) Satyendra Singh 21/5/13
(2) [illegible] 21/5/13
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18. The Developer shall form as it deem best, a co operative Housing Society/Association of Persons/Body Corporate of all the persons owning tenants in the said building. The owner her nominee/s shall be come member of such an organization formed by the Developer and the owner, her nominees, respective agents servants, licensee, tenants etc. shall be bound abide by the rules and regulations as may be framed by such organization time to time and they shall be bound to contribute towards the cost of formation such organization as well as to pay the regular maintenance charges as be fixed for the maintenance and management of the entire building complex.

19. The common area shall jointly be owned by all the owner's of all the portions of the said building with equal entitlement to use and enjoy all common area and facilities provided for utilization by the occupants of the said building on the same terms and conditions applicable to all for such utilization. No owner's 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 of common use and enjoyment.

20. The owner agreed that if any levy is imposed by the Patna Regional Development Authority/Danapur Nagar Parishad or any other public body or bodies or the Government for the Development/ betterment of the area in which the said landed property is located or any other levy becomes applicable on the said land or the building thereon then the same shall be paid by the owner and the Developer jointly in the same proportion as per their respective shares of built-up-area in the said building.

21. The owner agrees that in case any fine or penalty is imposed on the said building for any alleged deviation from the sanctioned plan, resulting, in any excess construction of the built-up-area then the same shall be borne and paid by the developer.

22. 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, court fees and other registration charges.

23. That in case of any dispute or difference between the parties arising out of relating to this development agreement the same shall be settled by the Arbitrators appointed by both the parties and such arbitration shall be

1. Satyendra Singh 21/6/13
2. [illegible] 21/6/13
3. [illegible] 21.6.13.
4. [illegible] 21/6/13

conducted under the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended from time to time.

SCHEDULE OF PROPERTY

All that piece and parcel of Land Measuring about approx 16 Katha more or less Situated in Mohalla-Ramjaipal Nagar Mauza-Jalalpur,P.s.Code-..... Pargana-Phulwari, bearing Tauzi no.5170, Khata no.4, Survey Plot no.131,135,136,174,176, Thana No.22, P.S.-Danapur, Distt.- Patna, and bounded as follows:-

BOUNDARY of Plot No.174:
NORTH :-Plot No.174(P)
SOUTH :- Plot No.174(P)
EAST :- Plot No.174(P)
WEST :- Branch Road.

VALUATION OF LAND

AREA Measuring approx 16 Katha more or less equal to 50 Decmil.

VALUE 4,75,00,000/-

(1) Satyendra singh 21/5/13
(2) [illegible] 21/5/13.
(3) Jitendra Singh. 21/05/13.
4. Maddurendra Singh. 21/5/13.

IN WITNESS WHEREOF the parties hereto have executed this Development Agreement at PATNA on the 21...Day, MAY.....Month, ...2013.....Year first above written.

1. Satyendra Singh 21/5/13
2. [illegible] 21/5/13
3. Jitendra Singh 21.05.13.
4. Maddurendra Singh. 21/5/13.

SIGNED SEALED & DELIVERED BY THE OWNER IN THE PRESENCE OF

SIGNED, SEALED & DELIVERED BY THE DEVELOPER IN THE PRESENCE OF

WITNESSES:-

1. Pawan Kumar
S/o Sunil Kumar
R-106 Kautilya Nagar
Boring Road Patna

2. K.D. Jalan
(CA K.D. JALAN)
206, Narayan Plaza
Saiyadiyam Road
Patna (Bihar)

AMIT SINGH
ADVOCATE
Patna High Court

3. Shree Narayan Dutt
21/5/13

4. Jai Narain Saw
21/5/13

Endorsement of Certificate of Admissibility

... rolls. under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the ...an Stamp Act, 1899, Schedule 1 or 1-A, No. '05'. Also admissible under section 28(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act	Rs. 951000/-	Amt.Paid By N.I Stamp Paper	Rs. 0/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 951929/-

Registration Fee

FEE PAID										
A1	0	C	0	H1b	0	K1a	0	L1	0
A8	0	D	0	H2	0	K1b	0	L1i	0
A9	0	DD	0	I	100	K1c	0	Mb	25
A10	0	E	350	J1	0	K2	0	Na	54
B	0	H1a	0	J2	0	Li	0		
								TOTAL:-	479

LLR + Proc Fee		Service Charge
LLR	0	450
Proc.Fee	0	
Total	0	

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 929

Date: 21/05/2013

Registering Officer
Patna

Endorsement under section 52

Presented for registration at Registration Office, Patna on Tuesday, 21st May 2013 by Satyendra Kumar Singh S/O-Sri Jai Narain Singh by profession Others. Status - Executant

Satyendra Singh 21/5/13

Signature/L.T.I. of Presentant Date:21/05/2013

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Pankaj Kothari' age '48' Sex 'M', 'S/O-Suresh Kothari', resident of 'B/406,kasaliya Estate,patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 21/05/2013

Registering Officer
Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 305 on pages on 128 -141 , for the year 2013 and stored in CD volume No. CD-60 year 2013 .The document no. is printed on the Front Page of the document.

Date : 21/05/2013

Registering Officer
Patna

Token No. : 18721 Year : 2013 S.No. : 18225 SCORE Ver.3.0 Deed No. : 17628