

Serial No. 7254

Deed No. 6491



Govt. of Bihar
District Registry Office, Patna

Summary of Endorsement

This document was presented for registration on **14/06/2018** by **Sanjeet Singh**

A stamp duty of Rs. **209300/-** and other fees of Rs. **21500/-** 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. **6491** in Book No. **1**, Volume No. **170** on pages from **377** to **395** and has been preserved in total **19** pages in C.D. No. **26 / Year 2018**

Date: 14/06/2018

Token No: 740672018

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

संतावेज की जांच किया
एवं

संतावेज में अंकित बर्तित जानकारी के अनुसार जारी किया।

जांच लिपिक
(अरुण कुमार महामाज)

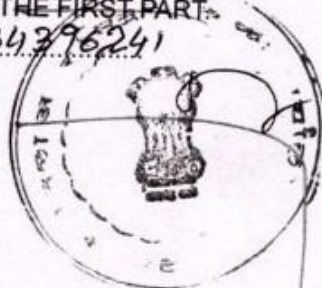
SCANNED BY

(DEVELOPMENT AGREEMENT)

THIS DEVELOPMENT AGREEMENT MADE AND ENTERED
INTO THIS 14th DAY OF JUNE 2018.

BETWEEN

1. **MR. SANJEET SINGH**, 2. **MR. SUJEET KUMAR SINGH**
BOTH SONS OF **SRI SATYA NARAYAN SINGH** RESIDENT OF
GANDHI MURTI COMPOUND, PATEL NAGAR SHASTRI NAGAR,
PATNA-800001, AND 3. **MR. SAMAR SINGH** SON OF **SRI NIHAL**
SINGH RESIDENT OF DHEERACHAK, ANISHABAD THANA NO 16,
GARDANI BAGH, PATNA 800002 HEREINAFTER COLLECTIVELY
CALLED AND/OR REFERRED TO AS THE OWNERS (WHICH
EXPRESSION SHALL UNLESS IT BE REPUGNANT TO THE
CONTEXT OR MEANING THERETO MEAN AND INCLUDE THEIR
AND EACH OF THEIR HEIRS. ADMINISTRATORS, EXECUTORS,
LEGAL REPRESENTATIVES AND/OR SUCCESSOR-IN-
INTEREST) OF THE FIRST PART.
MOB.NO. 9534396241



For Ashians Estates Pvt. Ltd.

Sanjeet Singh
Director
14.6.18

14.6.18

Sanjeet Singh
14/6/18

Sujeet Kumar Singh
14/6/18

Sanjeet Singh
14/6/18

04
Date
14/6/18

(2)

AND

ASHIANA ESTATES PVT. LTD., A COMPANY REGISTERED UNDER THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT 403, ASHIANA TOWER, EXHIBITION ROAD, PATNA 800001, THROUGH ONE OF ITS DIRECTOR **MR. INDRA JEET SINGH** SON OF LATE MADAN JEET SINGH, HEREINAFTER REFERRED TO AS "DEVELOPER" (WHICH TERM OR EXPRESSION SHALL, UNLESS IT BE REPUGNANT TO THE CONTEXT OR MEANING THEREOF, MEAN AND INCLUDE HIS SUCCESSORS-IN-INTEREST AND ASSIGNS) OF THE SECOND PART.

MOB. NO. 9431036283.

WHEREAS

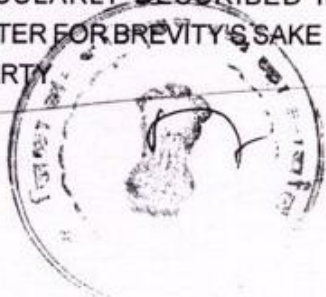
(A) THE OWNERS ARE SEIZED AND POSSESSED OF LAND AND LAND ACQUIRED BY MOTHER OF THE OWNER NO 1 & 2 LT. MEERA SINGH VIDE SALE DEED NO. 7318 DT 28.10.1986, which is Registered in the Office of the District Registration Office Patna in Book no. 1, Volume no. 125, pages 75 to 80 on 31.10.1986 & AFTER THE DEATH OF THEIR MOTHER LT MEERA SINGH THEY MUTATED THEIR NAME IN REGISTER II VIDE MUTATION ORDER NO. 646/3/2015-16 DT 15.12.2015 OF SADAR CIRCLE, PATNA AND PAYING RENT REGULARLY VIDE ZAMABANDI NO. 64 (NEW) AND ARE SUFFICIENTLY ENTITLED TO THE FREE HOLD LAND MEASURING APPROXIMATELY 1.5 KATHA APPROX AND SITUATED AT KHATA NO. 100 PLOT NO. 1795 (PART), AND OWNER NO 3 Mr. Samar Singh ACQUIRED THE LAND VIDE REGISTERED SALE DEED NO 7319 DT 28.10.1986, which is Registered in the Office of the District Registration Office Patna in Book no. 1, Volume no. 125, pages 81 to 86 REGISTERED AT SUB REGISTRY OFFICE PATNA AND HE MUTATED HIS NAME IN REGISTER II VIDE MUTATION ORDER NO. 116/3/95-96 DT. 25.09.1995 AND IS SUFFICIENTLY ENTITLED TO THE FREE HOLD LAND AND THE BUILDING THEREON MEASURING APPROXIMATELY 1.5 KATHA APPROX AND SITUATED AT KHATA NO. 421 PLOT NO. 1735 (PART), BOTH CIRCLE NO. 265, THANA NO. 16, P.S. GARDANI BAGH MAUZA- DHEERA CHAK, ANISHABAD, GARDANI BAGH, WITHIN THE LIMITS OF PATNA MUNICIPAL CORPORATION (P.M.C) AND WITHIN THE JURISDICTION OF DISTRICT AND SUB REGISTRAR OF PATNA IN THE TOWN AND DISTRICT OF PATNA DETAILS OF THE LAND OF LAND OWNERS ARE MORE PARTICULARLY DESCRIBED IN SCHEDULE WRITTEN HEREINAFTER FOR BREVITY'S SAKE REFERRED TO AS THE SAID PROPERTY.

Samar Singh
14/6/18

Sarjeet Singh
14/6/18

Syed Kumar Singh
14/6/18

Indra Jeet Singh
14.6.2018



(B) IT IS FURTHER REPRESENTED AND DECLARED BY THE OWNERS:-

(I) THAT THE SAID PROPERTY IS UNDER THEIR EXCLUSIVE POSSESSION WITH ABSOLUTE RIGHT, TITLE AND INTEREST, FREE FROM ALL ENCUMBRANCES, TO TRANSFER AND CONVEY ON THE BASIS OF SALE/LONG TERM LEASE THE WHOLE OR PART OF THE SAID PROPERTY, HAVING A FULLY MARKETABLE TITLE THEREBY.

(II) THAT THE OWNERS HAVE NOT CREATED ANY ENCUMBRANCE ON THE SAID PROPERTY OR ANY PART THEREOF BY WAY OF SALE, MORTGAGE, EXCHANGE, LEASE, TRUST, ASSESSMENT, RIGHTS, GIFTS, LIENS, LEAVE AND LICENCE, PERMISSION, RENT, POSSESSION, CHARGES, INHERITANCE OR ANY OTHER ENCUMBRANCE WHATSOEVER.

(III) THAT NO NOTICE OR NOTIFICATION FOR ACQUISITION/ REQUISITION UNDER ANY OF THE STATUTES OF THE PAST OR PRESENTLY IN FORCE, HAVE BEEN RECEIVED, SERVED OR PASSED BY THE P.M.C. INCOME TAX DEPARTMENT OR ANY OTHER GOVERNMENT AUTHORITIES INCLUDING NOTICE UNDER LAND CEILING & REGULATION ACT, 1976 FOR ACQUISITION OR REQUISITION OF THE SAID PROPERTY OR ANY PART THEREOF.

(IV) THAT THERE ARE NO ATTACHMENT, EITHER BEFORE OR AFTER JUDGEMENT AND THERE ARE NO CLAIMS, DEMANDS, SUITS, DECREES, INJUNCTIONS ORDERS, LISPENDENS, NOTICES, PETITIONS, OR ADJUDICATION ORDERS AFFECTING THE SAID PROPERTY OR ANY PART THEREOF.

(V) THAT APART FROM THE OWNERS, NONE ELSE IS ENTITLED TO OR HAS ANY SHARE, RIGHT, TITLE OR INTEREST, OVER AND IN RESPECT OF THE SAID PROPERTY OR ANY PART THEREOF AS A PARTNER OR PARTNERSHIP OR CO-PARTNER IN ANY JOINT FAMILY OR IN ANY OTHER MANNER HOWSOEVER.

(VI) THAT THE OWNERS ARE NOT BENAMIDAR OR TRUSTEE FOR ANY ONE IN RESPECT OF THE SAID PROPERTY OR ANY PART THEREOF.

(VII) THAT THE OWNERS HAVE NOT ENTERED IN THE PAST IN ANY AGREEMENT FOR SALE OR DEVELOPMENT OF THE SAID PROPERTY OR ANY PART THEREOF NOR HAS MADE ANY ARRANGEMENT WITH ANY ONE WHATSOEVER REGARDING THE SAID PROPERTY OR ANY PART THEREOF. IF ANY

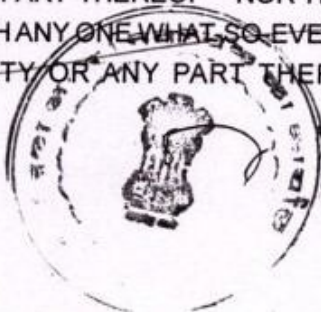
Sanjay Singh
14/6/18

Sanjay Singh
14/6/18

Sanjay Kumar Singh
14/6/18

For Authentic Estates Pvt. Ltd.

Sanjay Singh
14.6.18



AGREEMENT FOUND IN FUTURE THAT SHALL BE DECLARED NULL AND VOID.

AND WHEREAS THE OWNERS ARE INTERESTED IN GETTING A MULTI-STORIED RESIDENTIAL COMPLEX DEVELOPED AND CONSTRUCTED ON THE SAID PROPERTY AND ACQUIRE BUILT UP AREA IN THE SHAPE OF OFFICE, FLATS, PARKING AREA ETC. AS CONSIDERATION FOR THE VALUE OF LAND OF THE SAID PROPERTY WHEN CONVEYED BY THE OWNERS TO THE DEVELOPER.

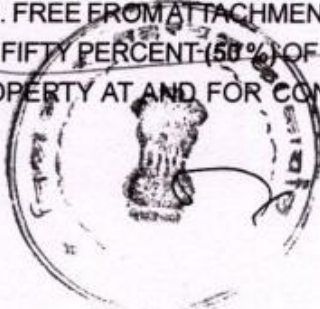
(C) THE AFORESAID DEVELOPER, OFFERED TO DEVELOP AND CONSTRUCT AT THEIR OWN COST, A MULTI-STORIED COMPLEX ON THE SAID PROPERTY OF THE OWNERS (HEREINAFTER REFERRED TO AS THE SAID BUILDING) AND THE OWNERS BEING DESIROUS WANTED AND AGREED TO ACQUIRE BUILT UP AREA OF THE SAID COMPLEX AS CONSIDERATION FOR PART OF THE SAID PROPERTY TO BE CONVEYED BY THE OWNERS TO THE DEVELOPER OR ITS NOMINEES INCLUDING A CO-OPERATIVE HOUSING SOCIETY, FIRM, ASSOCIATION OF PERSONS, BODY CORPORATE ETC.

(D) AS A RESULT OF THE NEGOTIATIONS BETWEEN THE PARTIES HERETO AND ON THE REPRESENTATION AND DECLARATIONS MADE BY THE OWNERS AS THEREIN RECORDED, AN AGREEMENT FOR DEVELOPMENT OF THE SAID PROPERTY BY THE AFORESAID DEVELOPER HAS BEEN ARRIVED AT BETWEEN THE PARTIES HERETO UPON TERMS AND CONDITIONS HEREINAFTER APPEARING.

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

1. THE OWNERS HEREBY APPOINT THE AFORESAID DEVELOPER AS THE DEVELOPER OF THE SAID PROPERTY AND GRANT TO THE DEVELOPER, WHO HEREBY ACCEPTS FROM THE OWNERS, THE RIGHT AND LICENCE TO DEVELOP THE SAID PROPERTY IN THE SCHEDULE HEREUNDER WRITTEN IN THE MANNER AND ON THE TERMS, CONDITIONS AND STIPULATIONS HEREINAFTER MENTIONED.

2. THE OWNERS AGREE TO CONVEY, TRANSFER AND/OR ASSIGN ON THE BASIS OF SALE TO THE DEVELOPER AND/OR ITS NOMINEE(S) INCLUDING A CO-OPERATIVE HOUSING SOCIETY. ASSOCIATION OF PERSONS, FIRM. BODY CORPORATE ETC. FREE FROM ATTACHMENTS, CHARGES AND ENCUMBRANCES FIFTY PERCENT (50%) OF UNDIVIDED SHARE IN THE SAID PROPERTY AT AND FOR CONSIDERATION AND



Samy K
14/6/18

Sanjay Singh
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Sujeet Kumar Singh
14/6/18

Indra Jit Singh
14.6.18

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ON THE TERMS AND CONDITIONS MENTIONED HEREINAFTER.

3. AS CONSIDERATION FOR FIFTY PERCENT (50%) OF UNDIVIDED SHARE IN THE SAID PROPERTY TO BE CONVEYED / TRANSFERRED BY THE OWNERS TO THE DEVELOPER OR ITS NOMINEE(S) IN TERMS OF CLAUSE 2 ABOVE, THE DEVELOPER AGREES TO DELIVER AND GIVE POSSESSION TO THE OWNERS OF FIFTY (50 %) OF THE TOTAL BUILT UP AREA INCLUDING ALL CONSTRUCTIONS AS WELL AS Three (3) COVERED PARKING SPACE ON GROUND FLOOR AFTER PROVIDING SPACE FOR SERVICES ETC. OF THE SAID BUILDING TO BE CONSTRUCTED BY THE DEVELOPER AT ITS OWN COST ON THE SAID PROPERTY HEREINAFTER CALLED THE OWNERS'S AREA AGAINST THEIR LAND SHARE THE BALANCE FIFTY PERCENT (50%) OF THE TOTAL BUILT UP AREA SHALL BELONG TO THE DEVELOPER AND SHALL HERE AFTER BE CALLED THE DEVELOPER'S AREA. ALL TERRACE OR TERRACES SHALL REMAIN COMMON AREA FOR USE AS TERRACE ONLY.

3.1. THE PLAN IS DULY SANCTIONED / APPROVED BY P.M.C. VIDE PLAN CASE NO. P/DHIRACHAK/PRN/G+4/297/2016 DT 07.07.2017 AND BOTH THE PARTIES DEMARCATED THE OWNERS'S AND DEVELOPER'S SHARE OF BUILT-UP AREA IN THE BUILDING AS PER SCHEDULE "B" OF THIS DEVELOPMENT AGREEMENT FOR ALLOTMENT OF FLATS CLEARLY.

4. IT IS FURTHER AGREED THAT ANY ALTERATIONS OR REVISION OF THE AFORESAID PLANS WITHIN THE PARAMETERS OF THE PMC BUILDING RULES AND REGULATIONS, WHICH MAY BECOME NECESSARY, SHALL REQUIRE FURTHER APPROVAL OF THE OWNERS ALSO.

5. OWNERS AND THEIR NOMINEES SHALL SOLELY AND EXCLUSIVELY BE ENTITLED TO THE OWNERS'S AREA AND THEY SHALL HAVE ABSOLUTE RIGHT, TITLE AND INTEREST OVER THE OWNERS'S AREA AND SHALL BE 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, CO-OPERATIVE SOCIETY, GOVERNMENT AGENCIES, ETC. ON SUCH TERMS AND CONDITIONS AS MAY BE DECIDED BY THE OWNERS Individually OR COLLECTIVELY.



Sanjeev Singh
14/6/18

Sanjeev Singh
14/6/18
Sujeet Kumar Singh
14/6/18

Indrajit Singh
14/6/18

6. THE DEVELOPER AND/OR ITS NOMINEES SHALL SOLELY AND EXCLUSIVELY BE ENTITLED TO THE DEVELOPER'S AREA, AND THEY 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, ASSOCIATION OF PERSONS, FIRMS, BODY CORPORATE, COOPERATIVE SOCIETIES, GOVERNMENT AGENCIES ETC., ON SUCH TERMS AND CONDITIONS AS MAY BE DECIDED BY THE DEVELOPER OR ITS NOMINEES INDIVIDUALLY OR COLLECTIVELY.

7. THAT IT SHALL TAKE **TWO YEARS** WITH A GRACE PERIOD OF SIX MONTHS FROM THE ZERO DATE TO COMPLETE THE CONSTRUCTION OF BOTH OWNERS'S AS WELL AS DEVELOPER'S SHARE OF BUILT UP AREA PROVIDED THAT IF ANY TIME IS LOST TO THE DEVELOPER BY SUCH HAPPENINGS AS IS BEYOND THE CONTROL OF THE DEVELOPER INCLUDING FORCE MAJEURE, FIRE, TEMPEST, OR OTHER INEVITABLE CAUSES OF ACCIDENT OR FROM ANY STRIKE OR LOCKOUT-AFFECTING WORK OR BY REASONS OF CIVIL COMMOTION OR DISTURBANCES OR BY REASONS OF ANY EXCEPTIONALLY INCLEMENT WEATHER AND ANY OTHER ACT OF GOD OR ANY CIVIL OR CRIMINAL LITIGATION THEN SO MUCH OF THE TIME AS IS SO LOST WILL BE FURTHER ADDED TO THE PERIOD OF TWO YEARS SIX MONTHS.

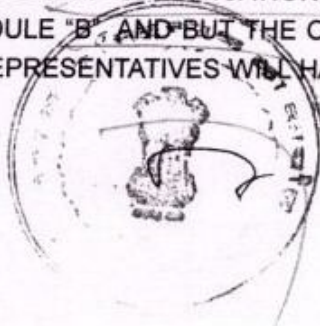
7.1 THE ZERO DATE SHALL BE THE DATE WHEN VACANT PHYSICAL POSSESSION IS TAKEN BY THE DEVELOPER AFTER THE PLANS ARE APPROVED BY THE PATNA MUNICIPAL CORPORATION.

7.2 THAT IN THE EVENT THE DEVELOPER FAILS TO COMPLETE THE CONSTRUCTIONS AS PER PLAN, WITHIN THE TIME FRAME AS STIPULATED ABOVE, THE OWNERS SHALL BE ENTITLED TO AND THE DEVELOPER SHALL BE LIABLE TO PAY TO THE OWNERS COMPENSATION @ RS. 15,000 (RUPEES FIFTEEN THOUSAND) PER MONTH FOR ENTIRE SHARE OF LAND OWNERS AREA IF THE SAME IS UNCONSECRATED AND NOT HANDED OVER. THE COMPENSATION WILL BE REDUCED IN DIRECT PROPORTION TO THE LAND OWNER'S SHARE COMPLETED AND HANDED OVER.

7.3 THE DEVELOPER HAS TO ENSURE GOOD QUALITY OF WORK, AS PER AGREED SPECIFICATIONS ATTACHED HERE WITH AS SCHEDULE "B" AND BUT THE OWNERS OR THEIR AUTHORIZED REPRESENTATIVES WILL HAVE THE RIGHT OF

Sanjat Singh
14/6/18
Sandeep Kumar Singh
14/6/18

Indrajit Singh.
14.6.18



(7)

INSPECTION BETWEEN 9.00 A.M & 4.30 P.M. DURING THE CONSTRUCTION OF THE BUILDINGS INCLUDING FITTINGS AND FIXTURES AND CAN VERIFY THE AGREED SPECIFICATIONS AND QUALITY OF CONSTRUCTION WITH THE DEVELOPER. HOWEVER, IF THE OWNERS FINDS ANY DEVIATION OR VARIANCE WITH THE SPECIFICATIONS AS GIVEN BY THE DEVELOPER (SCHEDULE-C), THE OWNERS WILL HAVE THE RIGHT TO POINT THIS OUT TO THE DEVELOPER FOR RECTIFICATION AND FURTHER CONSTRUCTION WORK WILL PROCEED ONLY AFTER THE DEVIATION OR OTHERWISE IS RECTIFIED. IF ANY FINE, PENALTY ETC. IS LEVIED FOR DEVIATION FROM THE SANCTIONED PLAN THE DEVELOPER SHALL ALONE BE LIABLE FOR THE PAYMENT OF THE SAME.

8. IT IS HEREBY EXPRESSLY, IRREVOCABLY AND IRRETRIEVABLY, AGREED AND DECLARED BY THE OWNERS THAT DELIVERY OF POSSESSING OF 50 % (FIFTY PERCENT) OF THE TOTAL BUILT UP AREA OF THE SAID BUILDING IN THE MANNER PROVIDED HEREIN SHALL FORM AND ALWAYS BE DEEMED TO FORM FAIR, REASONABLE, AND ADEQUATE CONSIDERATION IN LIEU OF 50 % (FIFTY PERCENT) OF THE UNDIVIDED SHARE IN THE AFORESAID PROPERTY AGREED TO BE CONVEYED AS HEREIN ABOVE BY THE OWNERS TO THE DEVELOPER AND/OR ITS NOMINEES.

8.1 THE OWNERS SHALL AT NO TIME DEMAND FURTHER SUM OR PREMIUM OR ANY INTEREST IN ANY DEALINGS REGARDING SALE OF DEVELOPER'S AREA AND THE OWNERS SHALL EXECUTE ALL SUCH DEEDS AND DOCUMENTS AS MAY BE REQUIRED BY THE DEVELOPER IN THIS REGARD AS CONFIRMING PARTY AND VICE VERSA.

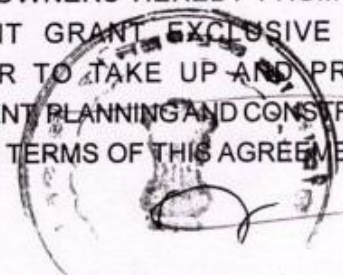
8.2 THIS AGREEMENT SHALL NOT EVER BE DEEMED TO CONSTITUTE A PARTNERSHIP OF ANY SORT BETWEEN THE PARTIES HERETO.

8.3 THE OWNERS AND THEIR NOMINEES AND THE DEVELOPER AND ITS NOMINEES SHALL JOINTLY HAVE UNDIVIDED RIGHT, TITLE AND INTEREST OVER THE TOTAL LAND OF THE SAID PROPERTY IN THEIR RESPECTIVE SHARES OF 50 % (FIFTY PERCENT) OF THE OWNERS AND 50 % (FIFTY PERCENT) OF THE DEVELOPER.

9. THE OWNERS HEREBY FROM THE DATE OF THIS AGREEMENT GRANT EXCLUSIVE LICENCE TO THE DEVELOPER TO TAKE UP AND PROCEED WITH THE DEVELOPMENT PLANNING AND CONSTRUCTION OF THE SAID BUILDING IN TERMS OF THIS AGREEMENT, AND HAND OVER

Sunil Singh 14/6/18
Sujee Kumar Singh 14/6/18

For Ashiana Estates Pvt. Ltd.
Indra Jast Singh



(8)

VACANT POSSESSION OF THE SAID PROPERTY FULLY DESCRIBED IN SCHEDULE - A HEREUNDER AFTER SANCTION OF PLAN BY THE COMPETENT AUTHORITY

9.1 IT IS AGREED THAT ANY AGREEMENT OR ARRANGEMENT MADE OR ENTERED INTO AT ANY TIME BY THE OWNERS OR DEVELOPER IN BREACH OF OR VIOLATION OF TERMS AND CONDITIONS OF THIS DEVELOPMENT AGREEMENT SHALL BE NULL AND VOID.

9.2 THE OWNERS HEREBY IRREVOCABLY UNDERTAKE NOT TO SELL, DISPOSE OF, ALIENATE, CHARGE ENCUMBRANCE, LEASE OR OTHERWISE TRANSFER THE SAID PROPERTY OR ANY PART THEREOF DURING THE CURRENCY OF THIS AGREEMENT AND UNDERTAKE NOT TO DO ANY ACT, DEED, MATTER, OR THINGS, AS SHALL BE IN BREACH OF THE TERMS OF THIS AGREEMENT SAVE AND EXCEPT PUTTING THE DEVELOPER IN POSSESSION THEREOF FOR THE PURPOSE OR DEVELOPMENT PURSUANT TO THIS AGREEMENT AS STATED ABOVE. THE OWNERS SHALL AT NO POINT OF TIME DURING THE CURRENCY OF THIS AGREEMENT TRY TO DISPOSSESS THE DEVELOPER FROM THE SAID PROPERTY.

9.3 THE DEVELOPER SHALL DEVELOP THE SAID PROPERTY IN ITS OWN NAME AND ACCOUNT AND AT ITS OWN COST AND COMPLEX WILL BE NAMED AS "DEV KUNJ" AND DEVELOPER SHALL ALONE BE RESPONSIBLE FOR THE DEVELOPMENT OF THE SAID PROPERTY AND NEITHER OWNERS NOR 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 OWNERS AREA.

9.4 AS STATED ABOVE THE DEVELOPER SHALL BE DEEMED TO BE IN POSSESSION OF THE SAID PROPERTY AND SHALL BE FREE TO DO ALL ACTS, DEEDS AND THINGS REQUIRED FOR DEVELOPMENT AND CONSTRUCTION OF THE SAID BUILDING AT THE DEVELOPER'S OWN COST AND EXPENSES.

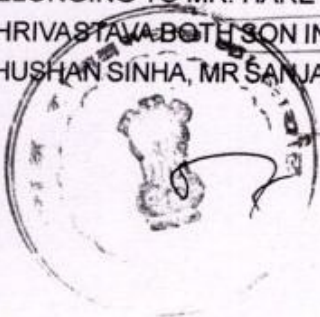
9.5 THE DEVELOPER SHALL BE ENTITLED TO DEVELOP THE SAID PROPERTY BY CONSTRUCTING THEREON ONE OR MORE BUILDINGS IN ACCORDANCE WITH BUILDING PLANS APPROVED AND SANCTIONED BY P.M.C. THE ADJACENT PLOT BELONGING TO MR. HARE KRISHNA SINHA AND MRS. MANJU SHRIVASTAVA BOTH SON IN LAW AND DAUGHTER OF LT. BRIJ BHUSHAN SINHA, MR SANJAY KUMAR SINHA, MR SUNIL KUMAR

Sanjay Singh
14/6/18

Sanjay Singh
14/6/18

Sujat Kumar Singh
14/6/18

For Ashwina Estates Pvt. Ltd.
Anshu Jais Singh
14.6.18



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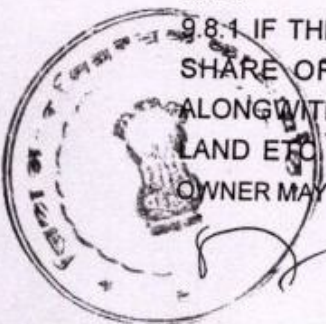
SINHA AND MR. UJJAWAL KUMAR SINHA ALL SONS OF LT. SHASHI BHUSHAN SINHA ABOUT 7.83 KATHA WILL BE ATTACHED WITH THE PLOT OF THE OWNER TO CONSTRUCT A COMMON BUILDING ON BOTH THE PLOTS.

9.6 THE DEVELOPER FURTHER UNDERTAKES TO START THE CONSTRUCTION DEFINITELY AFTER GETTING THE VACANT POSSESSION OF THE LAND.

9.7 THE DEVELOPER SHALL BE ENTITLED TO ENTER INTO AGREEMENT FOR SALE OR LEASE IN TERMS OF THIS AGREEMENT OR OTHERWISE ALLOT FLATS, PARKING SPACES AND OTHER TENEMENTS COMPRISED IN THE DEVELOPERS AREA IN THE SAID BUILDING WHICH IS 50 % (FIFTY PERCENT) OF THE TOTAL BUILT UP AREA AND WHICH DOES NOT FROM PART OF THE OWNERS'S AREA. WHENEVER REQUIRED BY THE DEVELOPER, THE DEVELOPER MAY ENTER INTO AND SHALL EXCLUSIVELY BE ENTITLED TO RELEASE ALL AMOUNTS RECEIVABLE UNDER SUCH AGREEMENTS, DEEDS OF ALLOTMENT ETC. FOR DEVELOPMENT AND CONSTRUCTION OF THE SAID BUILDING AND FOR ITS OWN USE, LEASE DEED OR SALE DEED WILL BE EXECUTED / REGISTERED TO VARIOUS FLAT OWNERS ONLY AFTER THE SHARE OF LAND OWNERS HAS BEEN HANDED OVER TO THE LAND OWNERS.

9.8 SIMILARLY THE OWNERS SHALL BE FULLY ENTITLED TO ENTER INTO AGREEMENTS FOR SALE BY WAY OF LEASE / SALE OR OTHERWISE ALLOT FLATS AND OTHER TENEMENTS COMPRISED IN THE OWNERS AREA IN THE SAID BUILDING WHICH IS 50% (FIFTY PERCENT) OF THE TOTAL BUILTUP AREA AND WHICH DOES NOT FORM PART OF THE DEVELOPER'S AREA. HOWEVER THE DEVELOPER SHALL HAVE THE FIRST RIGHT OF REFUSAL OVER THE OWNERS SHARE OF BUILT UP AREA WHEN EVER THE OWNERS WANT TO SELL/LEASE THEIR SHARE OF AREA. WHENEVER REQUIRED BY THE OWNERS, THAT THE OWNERS MAY ENTER INTO AND THE OWNERS SHALL EXCLUSIVELY BE ENTITLED TO REALISE ALL AMOUNT RECEIVABLE UNDER SUCH AGREEMENTS, SALE DEEDS, LEASE DEED DEEDS OF ALLOTMENT ETC. FOR THEIR OWN USE.

9.8.1 IF THE LAND OWNER WANTS TO DISPOSE OF THEIR SHARE OF BUILTUP AREA OR SUPER BUILT UP AREA ALONG WITH OTHER AMENITIES, PROPORTIONATE SHARE IN LAND ETC. WITH PARKING SPACES; ACCORDINGLY LAND OWNER MAY AUTHORIZED THE DEVELOPER TO DO THE SAME ON



Sayaj Singh 14/6/18
Suresh Kumar Singh 14/6/18

Indira Jit Singh
14.6.18

For Ashish Kumar Singh

THEIR BEHALF AND PAY THE PROCEEDS OF THE SALE TO THE LAND OWNERS.

10. THE DEVELOPER FURTHER UNDERTAKES THAT IT WILL NOT DO ANY ACT OF COMMISSION, Omission, EXPRESSLY OR IMMEDIATELY DIRECTLY OR INDIRECTLY BY WHICH THE OWNERS' 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 OWNERS' AREA TO THE OWNERS.

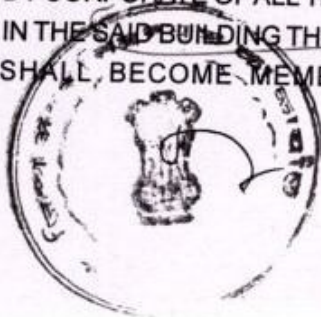
11. THE DEVELOPER SHALL BE ENTITLED TO EXAMINE ALL THE ORIGINAL DOCUMENTS [INCLUDING OWNERS'S TITLE DEEDS OF THE SAID PROPERTY. THE OWNERS SHALL RETAIN THE ORIGINAL DOCUMENTS AND HAND OVER CERTIFIED COPIES/PHOTOCOPY TO THE DEVELOPER FOR THE COMPLETE EXAMINATION. OWNERS FURTHER CONFIRM TO CO-OPERATE WITH THE DEVELOPER IN SUCH EXAMINATION OF THE OWNERS TITLE AND COMPLY WITH ALL REASONABLE REQUISITION THAT MAY BE MADE BY THE DEVELOPER. THE OWNERS FURTHER AGREE TO PRODUCE ALL ORIGINAL DOCUMENTS INCLUDING TITLE DEEDS OF THE SAID PROPERTY WHENEVER REQUIRED BY THE DEVELOPER FOR THE VERIFICATION BY AUTHORITIES AND DEVELOPER UNDERTAKES TO KEEP THE DOCUMENTS IN THEIR (DEVELOPER'S) SAFE CUSTODY, HARMLESS AND UNOBLIGATED DURING THE PERIOD IT IS IN THEIR CUSTODY, DEVELOPER FURTHER UNDERTAKES TO RETURN THE ORIGINAL DOCUMENTS BACK TO THE OWNERS IMMEDIATELY AFTER THE NECESSARY EXAMINATION/VERIFICATION IS OVER.]

12. IN CASE THERE BE ANY DEFECT IN THE TITLE OF THE OWNERS OR THERE BE ANY LIABILITY OR ANY ENCUMBRANCE, THEN IN SUCH EVENT, THE DEVELOPER SHALL BE ENTITLED TO HAVE SUCH DEFECTS CURED AND/OR LIABILITY CLEARED FOR AND ON BEHALF OF THE OWNERS AND AT THE OWNERS COST AND EXPENSES.

12.1 ANY LEVY OR TAXES IMPOSED BY THE CENTRAL GOVERNMENT OR STATE GOVERNMENT INCLUDING PROPERTY TAX, INCOME TAX, GST ETC. SHALL BE PAYABLE BY THE RESPECTIVE SHARE HOLDERS IN THE PROPERTY.

13. THE DEVELOPER SHALL FORM AS IT DEEMS BEST, A CO-OPERATIVE HOUSING SOCIETY/ASSOCIATION OF PERSONS/BODY CORPORATE OF ALL THE PERSONS OWNING TENEMENTS, IN THE SAID BUILDING THE OWNERS AND THEIR NOMINEES SHALL BECOME MEMBERS OF SUCH AN

Sanjay Singh 14/6/18
Sandeep Kumar Singh 14/6/18
Anshu Jais Singh 14.6.18



ORGANIZATION FORMED BY THE DEVELOPER AND THE OWNERS THEIR NOMINEES, RESPECTIVE AGENTS SERVANTS, TENANTS ETC. SHALL BE BOUND TO ABIDE BY THE RULES AND REGULATIONS AS BE FRAMED BY SUCH ORGANISATION FROM TIME TO TIME AND THEY SHALL BE BOUND TO CONTRIBUTE TOWARDS THE COST OF FORMATION OF SUCH ORGANISATION AS WELL AS TO PAY THE REGULAR MAINTENANCE CHARGES AS BE FIXED BY THE RESOLUTION OR THE GENERAL BODY OF OCCUPIERS FOR THE MAINTENANCE AND MANAGEMENT OF THE ENTIRE BUILDING COMPLEX.

14. THE NOMINEES OF THE DEVELOPER SHALL OWN AND HOLD PORTIONS OF THE BUILDING COMPRISED IN THE DEVELOPER'S AREA ACCORDING TO THE STANDARD AGREEMENT FINALIZED BY THE DEVELOPER. THE OWNERS AND THEIR NOMINEES SHALL BE BOUND TO HOLD AND OWN PORTIONS OF THE OWNERS AREA IN THE SAID BUILDING ON THE SAME TERMS AND CONDITIONS AS BE CONTAINED IN THE AFORESAID STANDARD AGREEMENT FINALIZED BY THE DEVELOPER AND THE OWNERS JOINTLY.

14.1 THE COMMON AREAS SHALL JOINTLY BE OWNED BY ALL THE OWNERS OF ALL THE PORTIONS OF THE SAID BUILDING WITH EQUAL ENTITLEMENT TO USE ALL COMMON AREAS AND FACILITIES INTENDED FOR UTILIZATION BY OCCUPANTS OF THE SAID BUILDING ON THE SAME TERMS AND CONDITIONS APPLICABLE TO ALL FOR SUCH UTILIZATIONS. NO 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 USE.

15. IT IS AGREED THAT IN ALL TRANSFER/CONVEYANCE OF LAND AND/OR BUILT UP AREA, THE PURCHASER/ TRANSFEREE(S) SHALL BEAR THE COST OF STAMP DUTY, COURT FEES AND OTHER REGISTRATION CHARGES.

16. THE OWNERS HEREBY AUTHORISE THE DEVELOPER TO DO IF REQUIRED ALL ACTS, DEEDS, MATTERS, THINGS AND PARTICULARS FOR THE FURTHERANCE AND EXECUTION OF THE SCHEME AS PER SANCTIONED PLANS

16.1. TO ACCEPT SERVICE OF ANY WRIT. SUMMONS OR OTHER LEGAL NOTICES AND TO APPEAR AND REPRESENT THE OWNERS IN ANY COURT, JUDICIAL TRIBUNALS AND OTHER STATUTORY AUTHORITIES OR BOARD IN CONNECTION WITH THE SAID DEVELOPMENT WORK AND TO COMMENCE OR FILE

Sanjit Singh
14/6/18

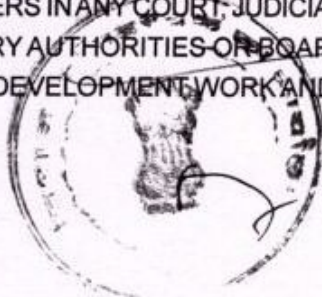
Sanjit Singh
14/6/18

Sanjit Singh
14/6/18

TO: Ashish Engineering Pvt. Ltd.

Indrajit Singh

14.6.18



SUITS, ACTION/ACTIONS OR OTHER PROCEEDINGS IN ANY COURT OR BEFORE PUBLIC OFFICER OR TRIBUNAL RELATING TO THE SAID WORK OF DEVELOPMENT OVER THE SAID PROPERTY AND FOR ANY OF THE PURPOSES AFORESAID, TO SIGN, EXECUTE AND DELIVER OR FILE ALL NECESSARY VAKALATNAMAS, AFFIDAVITS, PLAINTS, ORDERS, APPLICATIONS AND OTHER DOCUMENTS, PAPERS AND WRITINGS ETC. SUBJECT TO THE TERMS OF THIS AGREEMENT.

16.2. AFTER THE REGISTRATION OF THIS DEVELOPMENT AGREEMENT, THE OWNERS AND DEVELOPERS SHALL BE ENTITLED TO SELL OR ENTER INTO AGREEMENTS FOR SALE OR OTHER AGREEMENTS OR MORTGAGE THEIR SHARE DIRECTLY TO ITS PROSPECTIVE BUYERS OR ANY FINANCIAL INSTITUTION. SALE DEED WILL BE EXECUTED BY THE BUILDER AFTER HANDING OVER OF OWNERS AREA.

16.3 AFTER THE COMPLETION OF CONSTRUCTION OF THE BUILDING/ PROJECT, THE LAND OWNERS AND DEVELOPERS SHALL BE ABSOLUTE OWNERS OF THEIR RESPECTIVE SHARES AND THEY WILL BE ENTITLED TO SELL/TRANSFER AS PER PROVISIONS OF BIHAR APARTMENT OWNERSHIP ACT, 2006 U/S 5 (1) & 5(2) AND OTHERS.

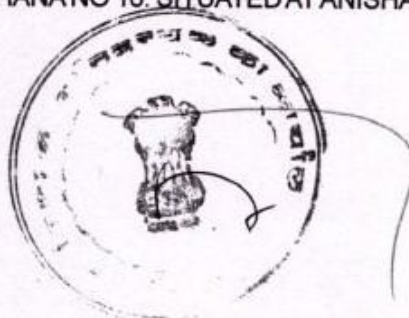
17. THAT IN CASE OF ANY DISPUTE OR DIFFERENCE BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO THIS DEVELOPMENT AGREEMENT. THE SAME SHALL BE SETTLED/DECIDED IN ACCORDANCE WITH THE ARBITRATION AND CONCILIATION ACT 1996.

18. IF THE AREA OF THE FLAT GIVEN TO THE LAND LORDS EXCEEDS THEIR 50% SHARE THEN THEY WILL COMPENSATE THE BUILDER AT THE MARKET RATE AND IF THE AREA GIVEN IN LESS THEN 50% THEN THE BUILDER WILL COMPENSATE THE LAND LORDS AT THE SAME TERMS.

19. IN CASE ANY FURTHER CONSTRUCTION IS ALLOWED BY THE PMC/COMPETENT AUTHORITY THEN THAT ALSO WILL BE GOVERNED BY THIS AGREEMENT.

SCHEDULE-A

ALL THAT PIECE AND PARCEL OF THE LAND MEASURING 3 KATHAS APPROX BEARING PLOT NO. 1795 & 1735 (P) KHATA NO. 100 AND 421 AND MAUZA DHEERA CHAK UNDER CIRCLE NO. 265, THANA NO 16. SITUATED AT ANISHABAD, P.S. GARDANI



Sujeet Singh
14/6/18
Sar
14/6/18
Sujeet Kumar Singh
14/6/18

Indra Singh
14.6.18

BAGH, TOWN & DISTT PATNA & THE SAME IS BOUNDED AS FOLLOWS:

NORTH : BRANCH ROAD.
 SOUTH : Plot of Sanjay Sinha and others.
 EAST : BRANCH ROAD.
 WEST : PART OF PLOT NO 1735

Note :- Govt. value is mentioned at **Code No. 100 & Zone - 3** of M.V.R. 2016-17.

which market value of above land is ₹ 1,04,13,000/- (Rupees one Crore four lakh thirteen thousand thousand) only, in which land value of Rs. **1,03,13,000/-** only and value of Boundary wall of Rs. 1,00,000/- only.

SCHEDULE "B"

THE TOTAL BUILTUP AREA OF THE BUILDING CONSTRUCTED ON THE LAND OF FIRST PARTY COMES TO 7990 SQ.FT. OUT OF WHICH 3985 SQ. FT. GIVEN TO LAND OWNERS ON DIFFERENT FLOOR OF THE BUILDING. SIMILARLY REST OF THE FLATS SHALL BELONG TO THE BUILDER, NOW LAND OWNERS WILL GET IN THE SHAPE OF FLAT ON DIFFERENT FLOOR AS UNDER:

FLAT BELONGING TO SAMAR SINGH

FLAT NO	AREA IN SQ.FT	FLOOR	EXCESS/LESS AREA
1E	1144	1ST	NIL

FLAT BELONGING TO SANJEET SINGH

FLAT NO	AREA IN SQ.FT	FLOOR	EXCESS/LESS AREA
1A	1596	1ST	EXCESS 71 SQ.FT

FLAT BELONGING TO SUJIT SINGH

FLAT NO	AREA IN SQ.FT	FLOOR	EXCESS/LESS AREA
3E	1316	3RD	NIL

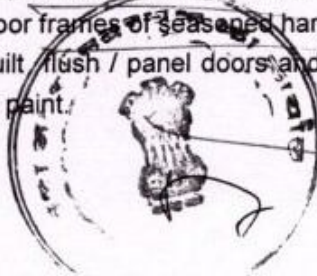
THE PERSONS OF THE FIRST PART GETTING EXCESS AREA SHALL PAY FOR IT TO THE BUILDER AT THE SELLING RATE.

SCHEDULE "C"

SPECIFICATIONS

Structure-R.C.C. frame structure with brick work in Cement Mortar as per design & specification of Architects / Consultants.

DOORS:- Door frames of seasoned hard wood. Door shutters will be factory built flush / panel doors and shall be painted with synthetic enamel paint.



For Ashiana Estates Pvt. Ltd.

Indrajit Singh
Director

Sanjay Singh
14/6/18

Sujeet Kumar Singh
14/6/18

Sanjay Singh
14/6/18

will be factory built flush / panel doors and shall be painted with synthetic enamel paint.

WINDOWS:- Wooden windows with chowkhats and grill painted with synthetic enamel paint.

FLOORING :- All covered area inside the flats will have vitrified tiles flooring. Kitchen and Bathrooms shall have Ceramic tiles flooring.

KITCHEN :- Shall have working platform with Marble top and Ceramic/Glazed tiles Dado up to 18" height above the platform. Stainless Steel sink & exhaust fan will be provided.

BATH ROOMS:- All C.P. fittings will be of standard make and Chromium plated. Cistern of fiberglass/acrylic. White glazed vitreous China Sanitary ware of standard make. Ceramic/Glaze tiles dado up to a height of six feet on the walls. Arrangement for fixing of Geyser and hot water supply in shower and wash basin shall be provided.

WALL FINISH:- All internal walls & ceiling to be finished with POP. External walls to be painted with cement based paint.

ELECTRICAL:- All internal wiring in Copper conductors using concealed PVC conduits. One T.V. point and two telephone point (no connection) shall be provided in each flat.

GENERATORS & POWER SUPPLY :- A stand-by generator of suitable capacity shall be provided to run the tube-well, lighting of common areas And 300 watts load inside each flat at extra cost. A separate room for keeping the Generator will be provided at developers cost. The cost of electric connection and generator shall be borne by all flat owners.

WATER:- Water supply from own deep tube-well through over head water tank.

SECURITY Intercom-All flats will be linked to the reception counter, at extra cost.

There shall be a separate room for security staff to be provided by the developer at their cost

LIFT :- One lift of good quality will be provided. However subsequent maintenance and servicing of the lift shall be done by the committee (Made up of residents) out of the maintenance fund.



For Ashiana Estates Pvt. Ltd.
 Sangeet Singh
 14/6/18
 Director
 Sujeeb Kumar Singh
 14/6/18
 Indira Jait Singh
 14.6.18

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN IN PRESENCE OF THE WITNESS.

WITNESS:-

1. *Sanjit Kumar*
S/O Lt S. D. Senapati
Mithapur
Patna - 800001
14.6.18

1. *Sanjeet Singh*
14/6/18
2. *Sujeet Kumar Singh*
14/6/18
3. *Sanjeet Singh*
14/6/18
SIGNATURE OF THE OWNERS.

2. *Mukund K. Sinha*
S/O - *Vijay Prakash Singh*
Surja Bhagawari Apart.
West Boring Canal Road
Patna - 800001
14.6.18

For Ashiana Estates Pvt. Ltd.

Indrajit Singh
Director
14.6.18
SIGNATURE OF THE DEVELOPER

Drafted as per instruction of the parties.

Printed By:-

Sanjeev Kumar Adv.
UDDYOGI'S CHAMBER,
Collectorate Bar Association
Patna.

Jay Anand
14.6.18
Chamber of (Dr. ANIL KUMAR SINHA "UDDYOGI") Advocate,
'Chamber', Collectorate Bar Association,
Patna

"वस्तावेज में वर्णित भू-सम्पत्ति का बाजार
मूल्य वर्तमान में प्रभावी MVR के अनुरूप
है। इसपर प्रभाव्य गुणांक निश्चय एवं
तुल्य सही-सही सुकाया गया है।"

जलान का सत्यापन



Sanjeev Kumar
Advocate
(अभिज्ञ)

Endorsement of Certificate of Admissibility

Admissible under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I-A, No. '05'. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act Rs. 208260/-
Addl. Stamp duty paid under Municipal Act Rs. 0/-

Amt. Paid By N.J Stamp Paper Rs. 0/-
Amt. paid through Bank Challan Rs. 230800/-

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	20000	J1	0	K2	0	Na	0
	B	0	H1a	0	J2	0	Li	0		
	TOTAL-									20000

LLR + Proc Fee	Service Charge
LLR	0
Proc. Fee	0
Total	500

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 20500

Registering Officer
Patna

Date: 14/06/2018

Endorsement under section 52

Presented for registration at Registration Office, Patna on Thursday, 14th June 2018 by Sanjeet Singh Satya Narayan Singh by profession Others. Status - Executant

Sanjeet Singh
14/6/18

Signature/L.T.I. of Presentant

Date: 14/06/2018

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Sanjib Kumar' age '57' Sex 'M', 'Satya Deo Gupta', resident of 'Dhrub Niketan, kannu Lal Road, mithapur, patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 14/06/2018

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 170 on pages on 377 -395, for the year 2018 and stored in CD volume No. CD-26 year 2018 .The document no. is printed on the Front Page of the document.

Registering Officer
Patna

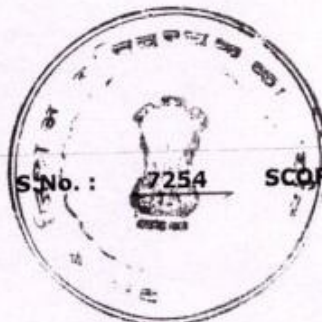
Date : 14/06/2018

Token No. : 7406 Year : 2018

S.No. : 7254

SCORE Ver.4.1

Deed No. : d No. : 6491





बिहार सरकार का निजीकरण विभाग
Bihar Government's Privatization Department

प्राइवाइजेशन विभाग
Privatization Department

Help

View GRN Details Live

Download e-Challan

GRN

BHR201806077014M

VIEW

DSRO CODE

2800

Party Name

Ashiana Estates Pvt Ltd

Stamp Duty-

209300

(R0030021030001)

Registration & Other

Fees-

21000

(R0030031040001)

LLR & Proc Fee-

0

(R00290080000006)

Challan Total Amount

230300

Status

Success

Payment Date

2018-06-13 15:45:25.0

CIN

null

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संजीव कुमार
Sanjib Kumar
जन्म तिथि/DOB: 24/04/1959
पुरुष/ MALE

7066 6888 0746

मेरा आधार, मेरी पहचान

भारत सरकार
Ministry of India

पता:
S/O Satya Deo Gupta, Dhrub
Niketan, Kannu Lal Road,
Mithapur, PATNA, Patna,
Bihar - 800001

7066 6888 0746

Identifier

Sanjib Kumar
14/6/12

Serial No. 9105 Deed No. 8243

Govt. of Bihar
District Registry Office, Patna

Summary of Endorsement

This document was presented for registration on **17/08/2017** by **Hare Krishna Sinha**.
A stamp duty of Rs. **581500/-** and other fees of Rs. **21500/-** 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. **8243** in Book No. **1**, Volume No. **186** on pages from **243**
to **261** and has been preserved in total **19** pages in C.D. No. **29** / Year **2017**.

Date: 17/08/2017 Token No: 9511/2017

Signature with Date
(Prashant Kumar)
Registering Officer, Patna

9511/17

जयदेव कुमार मंडासकर
जयदेव कुमार मंडासकर

SCANNED BY
Sevi
(SHASHI BHUSHAN PATHAK)
ONE ESTATE

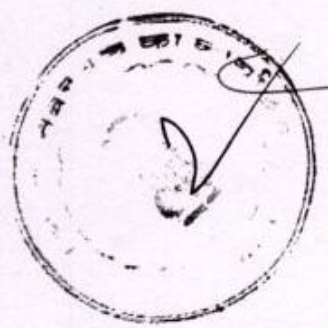
(Development Agreement)

THIS DEVELOPMENT AGREEMENT MADE AND ENTERED INTO
THIS 17th DAY OF AUGUST, 2017.

BETWEEN 3/0 Late Bhumeswar Prasad Sinha,
(1) MR. HARE KRISHNA SINHA HUSBAND OF LATE MRS. UMA SINHA
(2) MRS. MANJU SHRIVASTAVA BOTH DAUGHTER OF LT. BRIJ
BHUSHAN SINHA, (3) MR. SANJAY KUMAR SINHA, (4) MR. SUNIL KUMAR
SINHA AND (5) MR. UJJWAL KUMAR SINHA SONS OF LT. SHASHI
BHUSHAN SINHA AND ALL GRAND DAUGHTER AND GRAND SON OF
LATE BHAGWAT SINHA, ALL RESIDENT OF DHEERĀ CHAK, THANA NO
16, GARDANI BAGH, PATNA HEREINAFTER COLLECTIVELY CALLED AND/
OR REFERRED TO AS TWE OWNERS (WHICH EXPRESSION SHALL
UNLESS IT BE REPUGNANT TO THE CONTEXT OR MEANING THERETO

Hare Krishna Sinha
Bh Hare Krishna Sinha

For Ashiana Estates Pvt. Ltd.
Indra Jant Singh
Director 17/8/17



1 Hare Krishna Sinha
2 Shrivastava 17/8/17
3 Sanjay Kumar 17/8/17
4 Sunil Kumar 17/8/17
5 Ujjwal Kumar 17/8/17

(2)

MEAN AND INCLUDE THEIR AND EACH OF THEIR HEIRS, ADMINISTRATORS, EXECUTOR, LEGAL REPRESENTATIVES AND/OR SUCCESSORS-IN-INTEREST OF THE FIRST PART.

MOB. NO. 9810550937.

AND

ASHIANA ESTATES PVT. LTD., A COMPANY REGISTERED UNDER THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT 403, ASHIANA TOWER, EXHIBITION ROAD, PATNA 800001, THROUGH ONE OF ITS DIRECTOR MR. INDRA JEET SINGH SON OF LATE MADAN JEET SINGH, HEREINAFTER REFERRED TO AS "DEVELOPER" (WHICH TERM OR EXPRESSION SHALL, UNLESS IT BE REPUGNANT TO THE CONTEXT OR MEANING THEREOF, MEAN AND INCLUDE HIS SUCCESSORS-IN-INTEREST AND ASSIGNS) OF THE SECOND PART.

MOB. NO. 9431036283.

WHEREAS

(A) THE OWNERS ARE SEIZED AND POSSESSED OF AND ARE OWNERS AS PER THE SCHEDULE I A (1) OF FAMILY PARTITION DT. 01.03.1968 AND MUTATION ORDER NO.958/3/12-13 DT 23.01.2013 OF SADAR CIRCLE, PATNA AND ARE SUFFICIENTLY ENTITLED TO THE FREE HOLD LAND AND THE BUILDING THEREON MEASURING APPROXIMATELY 10.659 SO.FT (7.83) KATHA APPROX OUT OF WHICH THE SHARE OF MRS. UMA SINHA AND MRS. MANJU SRIVASTAVA IS 3553 SQ.FT AND THAT OF MR SANJAY KUMAR SINHA, MR SUNIL KUMAR SINHA AND MR UJJAWAL KUMAR SINHA IS 7106 SO FT AS PER MUTATION DATED 23.01.2013 AND SITUATED AT KHATA NO. 93 & 54 KHESHRA NO.1797 & 1799, THANA NO.16, PS. GARDANI BAGH MAUZA DHEERA CHAK, GARDANI BAGH, WITHIN THE LIMITS OF PATNA MUNICIPAL CORPORATION (P.M.C) WITHIN THE JURISDICTION OF DISTRICT AND SUB REGISTRAR OF PATNA IN THE TOWN AND DISTRICT OF PATNA DETAILS OF THE LAND OF LAND OWNERS ARE MORE PARTICULARLY DESCRIBED IN SCHEDULE WRITTEN HEREINAFTER FOR BREVITY'S SAKE REFERRED TO AS THE SAID PROPERTY.

(B) IT IS FURTHER REPRESENTED AND DECLARED BY THE OWNERS:-

(I) THAT THE SAID PROPERTY IS UNDER THEIR EXCLUSIVE POSSESSION WITH ABSOLUTE RIGHT, TITLE AND INTEREST, FREE FROM ALL ENCUMBRANCES, TO TRANSFER AND CONVEY ON THE BASIS OF SALE/LONG TERM LEASE THE WHOLE OR PART OF THE SAID PROPERTY, HAVING A FULLY MARKETABLE TITLE THEREBY.

(II) THAT THE OWNERS HAVE NOT CREATED ANY ENCUMBRANCE ON THE SAID PROPERTY OR ANY PART THEREOF BY WAY OF SALE,



For Ashiana Estates Pvt. Ltd.

Indra Jeet Singh
Director

Hare Krishna Singh
Prakash Singh 17/8/17
Sanjay Kumar Singh
Sunil Kumar Singh 17/8/17
Ujjawal Singh 17/8/17

(3)

MORTGAGE, EXCHANGE, LEASE, TRUST, ASSESSMENT, RIGHTS, GIFTS, LIENS, LEAVE AND LICENCE, PERMISSION, RENT, POSSESSION, CHARGES, INHERITANCE OR ANY OTHER ENCUMBRANCE WHAT-SO-EVER.

(III) THAT NO NOTICE OR NOTIFICATION FOR ACQUISITION/ REQUISITION UNDER ANY OF THE STATUTES OF THE PAST OR PRESENTLY IN FORCE, HAVE BEEN RECEIVED, SERVED OR PASSED BY THE P.M.C. INCOME TAX DEPARTMENT OR ANY OTHER GOVERNMENT AUTHORITIES INCLUDING NOTICE UNDER LAND CEILING & REGULATION ACT, 1976 FOR ACQUISITION OR REQUISITION OF THE SAID PROPERTY OR ANY PART THEREOF.

(IV) THAT THERE ARE NO ATTACHMENT, EITHER BEFORE OR AFTER JUDGEMENT AND THERE ARE NO CLAIMS, DEMANDS, SUITS, DECREES, INJUNCTIONS ORDERS, LISPENDENS, NOTICES, PETITIONS, OR ADJUDICATION ORDERS AFFECTING THE SAID PROPERTY OR ANY PART THEREOF.

(V) THAT APART FROM THE OWNERS, NONE ELSE IS ENTITLED TO OR HAS ANY SHARE, RIGHT, TITLE OR INTEREST, OVER AND IN RESPECT OF THE SAID PROPERTY OR ANY PART THEREOF AS A PARTNER OR PARTNERSHIP OR CO-PARTNER IN ANY JOINT FAMILY OR IN ANY OTHER MANNER HOWSOEVER.

(VI) THAT THE OWNERS ARE NOT BENAMIDAR OR TRUSTEE FOR ANY ONE IN RESPECT OF THE SAID PROPERTY OR ANY PART THEREOF.

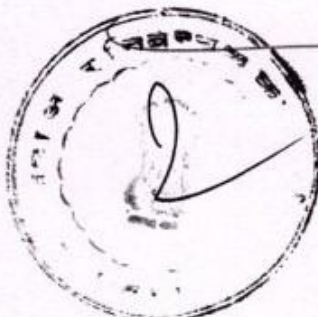
(VII) THAT THE OWNERS HAVE NOT ENTERED IN THE PAST IN ANY AGREEMENT FOR SALE OR DEVELOPMENT OF THE SAID PROPERTY OR ANY PART THEREOF NOR HAS MADE ANY ARRANGEMENT WITH ANY ONE WHAT-SO-EVER REGARDING THE SAID PROPERTY OR ANY PART THEREOF. IF ANY AGREEMENT FOUND IN FUTURE THAT SHALL BE DECLARED NULL AND VOID.

AND WHEREAS THE OWNERS ARE INTERESTED IN GETTING A MULTI-STORIED RESIDENTIAL COMPLEX DEVELOPED AND CONSTRUCTED ON THE SAID PROPERTY AND ACQUIRE BUILT UP AREA IN THE SHAPE OF OFFICE, FLATS, PARKING AREA ETC, AS CONSIDERATION FOR THE VALUE OF LAND OF THE SAID PROPERTY WHEN CONVEYED BY THE OWNERS TO THE DEVELOPER.

(C) THE AFORESAID DEVELOPER, OFFERED TO DEVELOP AND CONSTRUCT AT THEIR OWN COST, A MULTI-STORIED COMPLEX ON THE SAID PROPERTY OF THE OWNERS (HEREINAFTER REFERRED TO AS THE SAID BUILDING) AND THE OWNERS BEING DESIROUS WANTED AND AGREED TO ACQUIRE BUILT UP AREA OF THE SAID COMPLEX AS CONSIDERATION FOR PART OF THE SAID PROPERTY

For Ashiana Estates Pvt. Ltd.

Indira Jait Singh
Director 17/8/17



Hare Krishna Singh 17/8/17
Director 17/8/17
Lajay Kumar 17/8/17
Sunil Kumar 17/8/17
Yashwanth 17/8/17
17/8/17

(4)

TO BE CONVEYED BY THE OWNERS TO THE DEVELOPER OR ITS NOMINEES INCLUDING A CO-OPERATIVE HOUSING SOCIETY, FIRM, ASSOCIATION OF PERSONS. BODY CORPORATE ETC.

(D) AS A RESULT OF THE NEGOTIATIONS BETWEEN THE PARTIES HERETO AND ON THE REPRESENTATION AND DECLARATIONS MADE BY THE OWNERS AS THEREIN RECORDED, AN AGREEMENT FOR DEVELOPMENT OF THE SAID PROPERTY BY THE AFORESAID DEVELOPER HAS BEEN ARRIVED AT BETWEEN THE PARTIES HERETO UPON TERMS AND CONDITIONS HEREINAFTER APPEARING.

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

1. THE OWNERS HEREBY APPOINT THE AFORESAID DEVELOPER AS THE DEVELOPER OF THE SAID PROPERTY AND GRANT TO THE DEVELOPER, WHO HEREBY ACCEPTS FROM THE OWNERS, THE RIGHT AND LICENCE TO DEVELOP THE SAID PROPERTY IN THE SCHEDULE HEREUNDER WRITTEN IN THE MANNER AND ON THE TERMS, CONDITIONS AND STIPULATIONS HEREINAFTER MENTIONED.
2. THE OWNERS AGREE TO CONVEY, TRANSFER AND/OR ASSIGN ON THE BASIS OF SALE TO THE DEVELOPER AND/OR ITS NOMINEE(S) INCLUDING A CO-OPERATIVE HOUSING SOCIETY, ASSOCIATION OF PERSONS. FIRM, BODY CORPORATE ETC. FREE FROM ATTACHMENTS, CHARGES AND ENCUMBRANCES FIFTY PERCENT (50%) OF UNDIVIDED SHARE IN THE SAID PROPERTY AT AND FOR CONSIDERATION AND ON THE TERMS AND CONDITIONS MENTIONED HEREINAFTER.
3. AS CONSIDERATION FOR FIFTY PERCENT (50%) OF UNDIVIDED SHARE IN THE SAID PROPERTY TO BE CONVEYED / TRANSFERRED BY THE OWNERS TO THE DEVELOPER OR ITS NOMINEE(S) IN TERMS OF CLAUSE 2 ABOVE, THE DEVELOPER AGREES TO DELIVER AND GIVE POSSESSION TO THE OWNERS OF FIFTY PERCENT (50 %) OF THE TOTAL BUILT UP AREA ALONG WITH ONE PARKING SPACE FOR EACH FLAT ON GROUND FLOOR AFTER PROVIDING SPACE FOR SERVICES ETC OF THE SAID BUILDING TO BE CONSTRUCTED BY THE DEVELOPER AT ITS OWN COST ON THE SAID PROPERTY HEREINAFTER CALLED THE OWNERS'S AREA. THE BALANCE FIFTY PERCENT (50 %) OF THE TOTAL BUILT UP AREA SHALL BELONG TO THE DEVELOPER AND SHALL HERE AFTER BE CALLED THE DEVELOPER'S AREA. THE OWNERS WILL HAVE RIGHT TO THE CHOICE OF FLATS BUT NOT ON ONE FLOOR ONLY. ALL TERRACE OR TERRACES SHALL REMAIN COMMON AREA FOR USE AS TERRACE ONLY.



For Ashiana Estates Pvt. Ltd.

Indira Jait Singh
Director
17/8/17

Hame Krishna Singh 17/8/17
Praveen 17/8/17
Sanjay Kumar 17/8/17
Sunil K. Singh 17/8/17
Vijay Kumar 17/8/17

(6)

EXCEPTIONALLY INCLEMENT WEATHER AND ANY OTHER ACT OF GOD OR ANY CIVIL OR CRIMINAL LITIGATION THEN SO MUCH OF THE TIME AS IS SO LOST WILL BE FURTHER ADDED TO THE PERIOD OF TWO YEAR & SIX MONTHS.

7.1 THE ZERO DATE SHALL BE THE DATE WHEN VACANT PHYSICAL POSSESSION IS TAKEN

BY THE DEVELOPER AFTER THE PLANS ARE APPROVED BY THE PATNA MUNICIPAL CORPORATION.

7.2 THAT IN THE EVENT THE DEVELOPER FAILS TO COMPLETE THE CONSTRUCTIONS AS PER PLAN, WITHIN THE TIME FRAME AS STIPULATED ABOVE, THE OWNERS SHALL BE ENTITLED TO AND THE DEVELOPER SHALL BE LIABLE TO PAY TO THE OWNERS COMPENSATION @ RS. 15.000.00 (RUPEES FIFTEEN THOUSAND) PER MONTH FOR ENTIRE SHARE OF LAND OWNERS AREA IF THE SAME IS UNCONSTRUCTED AND NOT HANDED OVER. THE COMPENSATION WILL BE REDUCED IN DIRECT PROPORTION TO THE LAND OWNER'S SHARE COMPLETED AND HANDED OVER.

7.3 THE DEVELOPER HAS TO ENSURE GOOD QUALITY OF WORK, AS PER AGREED SPECIFICATIONS ATTACHED HERewith AS SCHEDULE "C", AND THE OWNERS AND THEIR AUTHORISED REPRESENTATIVES WILL HAVE NO RIGHT TO PUT ANY OBSTRUCTION IN CONSTRUCTION TILL THE COMPLETION OF THE COMPLEX BUT THE OWNERS OR THEIR AUTHORISED REPRESENTATIVES WILL HAVE THE RIGHT OF INSPECTION BETWEEN 9.00 A.M. & 4.30 P.M. DURING THE CONSTRUCTION OF THE BUILDINGS INCLUDING FITTINGS AND FIXTURES AND CAN VERIFY THE AGREED SPECIFICATIONS AND QUALITY OF CONSTRUCTION WITH THE DEVELOPER. HOWEVER, IF THE OWNERS FINDS ANY DEVIATION OR VARIANCE WITH THE SPECIFICATIONS AS GIVEN BY THE DEVELOPER (SCHEDULE-" C"), THE OWNERS WILL HAVE THE RIGHT TO POINT THIS OUT TO THE DEVELOPER FOR RECTIFICATION AND FURTHER CONSTRUCTION WORK WILL PROCEED ONLY AFTER THE DEVIATION OR OTHERWISE IS RECTIFIED. THE SAME RIGHT TO POINT OUT ANY DEVIATION FROM THE SANCTIONED PLAN SHALL REMAIN WITH OWNERS. IF ANY FINE, PENALTY ETC. IS LEVIED FOR DEVIATION FROM THE SANCTIONED PLAN THE DEVELOPER SHALL ALONE BE LIABLE FOR THE PAYMENT OF THE SAME.

8. IT IS HEREBY EXPRESSLY, IRREVOCABLY AND IRRETRIEVABLY, AGREED AND DECLARED BY THE OWNERS THAT DELIVERY OF POSSESSION OF 50 % (FIFTY PERCENT) OF THE TOTAL BUILT UP AREA OF THE SAID BUILDING IN THE MANNER PROVIDED HEREIN SHALL



For Ashiana Estates Pvt. Ltd.

Indira Jait Singh
Director
17/8/17

Harish Krishna Singh 17/8/17
Ajay Kumar Singh 17/8/17
Sunita Singh 17/8/17
Vijay Singh 17/8/17

(7)

FORM AND ALWAYS BE DEEMED TO FORM FAIR, REASONABLE, AND ADEQUATE CONSIDERATION IN LIEU OF 50 % (FIFTY PERCENT) OF THE UNDIVIDED SHARE IN THE AFORESAID PROPERTY AGREED TO BE CONVEYED AS HEREIN ABOVE BY THE OWNERS TO THE DEVELOPER AND/OR ITS NOMINEES.

8.1 THE OWNERS SHALL AT NO TIME DEMAND FURTHER SUM OR PREMIUM OR ANY INTEREST IN ANY DEALINGS REGARDING SALE OF DEVELOPER'S AREA AND THE OWNERS SHALL EXECUTE ALL SUCH DEEDS AND DOCUMENTS AS MAY BE REQUIRED BY THE DEVELOPER IN THIS REGARD AS CONFIRMING PARTY.

8.2 THIS AGREEMENT SHALL NOT EVER BE DEEMED TO CONSTITUTE A PARTNERSHIP OF ANY SORT BETWEEN THE PARTIES HERETO.

8.3 THE OWNERS AND THEIR NOMINEES AND THE DEVELOPER AND ITS NOMINEES SHALL JOINTLY HAVE UNDIVIDED RIGHT, TITLE AND INTEREST OVER THE TOTAL LAND OF THE SAID PROPERTY IN THEIR RESPECTIVE SHARES OF 50 % (FIFTY PERCENT) OF THE OWNERS AND 50 % (FIFTY PERCENT) OF THE DEVELOPER,

9. THE OWNERS HEREBY FROM THE DATE OF THIS AGREEMENT GRANT EXCLUSIVE LICENSE TO THE DEVELOPER TO TAKE UP AND PROCEED WITH THE DEVELOPMENT, PLANNING AND CONSTRUCTION OF THE SAID BUILDING IN TERMS OF THIS AGREEMENT, AND HAND OVER VACANT POSSESSION OF THE SAID PROPERTY FULLY DESCRIBED IN SCHEDULE-A HEREUNDER AFTER SANCTION OF PLAN BY THE COMPETENT AUTHORITY.

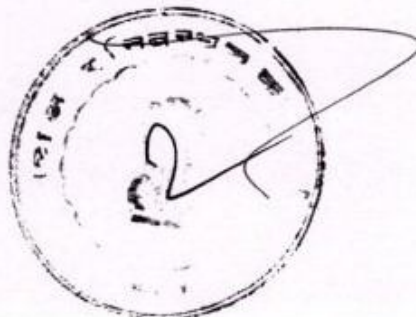
9.1 IT IS AGREED THAT ANY AGREEMENT OR ARRANGEMENT MADE OR ENTERED INTO AT ANY TIME BY THE OWNERS OR DEVELOPER IN BREACH OF OR VIOLATION OF TERMS AND CONDITIONS OF THIS DEVELOPMENT AGREEMENT SHALL BE NULL AND VOID.

9.2 THE OWNERS HEREBY IRREVOCABLY UNDERTAKE NOT TO SELL, DISPOSE OF, ALIENATE, CHARGE ENCUMBRANCE, LEASE OR OTHERWISE TRANSFER THE SAID PROPERTY OR ANY PART THEREOF DURING THE CURRENCY OF THIS AGREEMENT AND UNDERTAKE NOT TO DO ANY ACT, DEED, MATTER, OR THINGS, AS SHALL BE IN BREACH OF THE TERMS OF THIS AGREEMENT SAVE AND EXCEPT PUTTING THE DEVELOPER IN POSSESSION THEREOF FOR THE PURPOSE OF DEVELOPMENT PURSUANT TO THIS AGREEMENT AS STATED ABOVE. THE OWNERS SHALL AT NO POINT OF TIME DURING THE CURRENCY OF THIS AGREEMENT TRY TO DISPOSSESS THE DEVELOPER FROM THE SAID PROPERTY.

9.3 THE DEVELOPER SHALL DEVELOP THE SAID PROPERTY IN ITS OWN NAME AND ACCOUNT AND AT ITS OWN COST AND COMPLEX

For Ashiana Estates Pvt. Ltd.

Andhra Jait Singh
Director 17/8/17



Harish Krishna
17/8/17
Srinivasan 17/8/17
Suday Kumar 17/8/17
Sunit Kr. 17/8/17
Vidul 17/8/17
17/8/17

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WILL BE NAMED AS "ASHIANA DEV KUNJ" AND DEVELOPER SHALL ALONE BE RESPONSIBLE FOR THE DEVELOPMENT OF THE SAID PROPERTY AND NEITHER OWNERS NOR 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 OWNERS AREA.

9.4 AS STATED ABOVE THE DEVELOPER SHALL BE DEEMED TO BE IN POSSESSION OF THE SAID PROPERTY AND SHALL BE FREE TO DO ALL ACTS, DEEDS AND THINGS REQUIRED FOR DEVELOPMENT AND CONSTRUCTION OF THE SAID BUILDING AT THE DEVELOPER'S OWN COST AND EXPENSES,

9.5 THE ADJACENT PLOT BELONGING TO MR SAMAR SINGH. MR. SUJIT SINGH & MR SANJEET SINGH MEASURING ABOUT 3 KATHA WILL BE ATTACHED WITH THE PLOT OF THE OWNER TO CONSTRUCT A COMMON BUILDING ON BOTH THE PLOTS. THE DEVELOPER SHALL BE ENTITLED TO DEVELOP THE SAID PROPERTY BY CONSTRUCTING THEREON ONE BUILDINGS IN ACCORDANCE WITH BUILDING PLANS APPROVED AND SANCTIONED BY P.M.C.

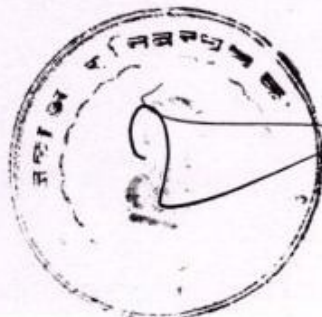
9.6 THE DEVELOPER UNDERTAKES TO START THE CONSTRUCTION DEFINITELY AFTER GETTING THE VACANT POSSESSION OF THE LAND.

9.7 THE DEVELOPER SHALL BE ENTITLED TO ENTER INTO AGREEMENT FOR SALE OR LEASE IN TERMS OF THIS AGREEMENT OR OTHERWISE ALLOT FLATS, PARKING SPACES AND OTHER TENEMENTS COMPRISED IN THE 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 OWNERS'S AREA. WHENEVER REQUIRED BY THE DEVELOPER, THE OWNERS WILL JOIN AS CONFIRMING PARTY IN ALL SUCH AGREEMENT, SALE DEED, LEASE DEED, DEED OF ALLOTMENT ETC. THAT THE DEVELOPER MAY ENTER INTO AND SHALL EXCLUSIVELY BE ENTITLED TO REALISE ALL AMOUNTS RECEIVABLE UNDER SUCH AGREEMENTS, DEEDS OF ALLOTMENT ETC. FOR DEVELOPMENT AND CONSTRUCTION OF THE SAID BUILDING AND FOR ITS OWN USE. LEASE DEED OR SALE DEED WILL BE EXECUTED / REGISTERED TO VARIOUS FLAT OWNERS ONLY AFTER THE SHARE OF LAND OWNERS HAS BEEN HANDED OVER TO THE LAND OWNERS.

9.8 SIMILARLY THE OWNERS SHALL BE FULLY ENTITLED TO ENTER INTO AGREEMENTS FOR SALE BY WAY OF LEASE / SALE OR OTHERWISE ALLOT FLATS AND OTHER TENEMENTS COMPRISED IN THE OWNERS AREA IN THE SAID BUILDING WHICH IS 50 % (FIFTY PERCENT) OF THE TOTAL BUILT UP AREA AND WHICH DOES NOT

For Ashiana Estates Pvt. Ltd.

Indra Jit Singh
Director 17/8/17



These Krishna Suresh
17/8/17
Dr. Praveen 17/8/17
Laloy Kumar 17/8/17
Sundar Kumar 17/8/17
17/8/17
17/8/17
17/8/17

(9)

FORM PART OF THE DEVELOPER'S AREA. HOWEVER THE DEVELOPER SHALL HAVE THE FIRST RIGHT OF REFUSAL OVER THE OWNERS SHARE OF BUILT UP AREA WHEN EVER THE OWNERS WANT TO SELL/LEASE THEIR SHARE OF AREA. WHENEVER REQUIRED BY THE OWNERS, THE DEVELOPER WILL JOIN AS CONFIRMING PARTY IN ALL SUCH AGREEMENTS, LEASE DEEDS, DEEDS OF ALLOTMENT, SALE DEED ETC. THAT THE OWNERS MAY ENTER INTO AND THE OWNERS SHALL EXCLUSIVELY BE ENTITLED TO REALISE ALL AMOUNT RECEIVABLE UNDER SUCH AGREEMENTS, SALE DEEDS, LEASE DEED, DEEDS OF ALLOTMENT ETC. FOR THEIR OWN USE.

10. THE DEVELOPER FURTHER UNDERTAKES THAT IT WILL NOT DO ANY ACT OF COMMISSION, OMISSION, EXPRESSLY OR IMMEDIATELY DIRECTLY OR INDIRECTLY BY WHICH THE OWNERS' 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 OWNERS' AREA TO THE OWNERS.

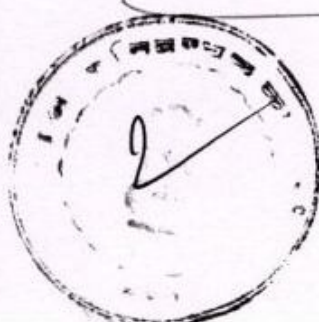
11. THE DEVELOPER SHALL BE ENTITLED TO EXAMINE ALL THE ORIGINAL DOCUMENTS INCLUDING OWNERS'S TITLE DEEDS OF THE SAID PROPERTY. THE OWNERS SHALL RETAIN THE ORIGINAL DOCUMENTS AND HANDOVER CERTIFIED COPIES/PHOTOCOPY TO THE DEVELOPER FOR THE COMPLETE EXAMINATION. OWNERS FURTHER CONFIRM TO CO-OPERATE WITH THE DEVELOPER IN SUCH EXAMINATION OF THE OWNERS TITLE AND COMPLY WITH ALL REASONABLE REQUISITION THAT MAY BE MADE BY THE DEVELOPER. THE OWNERS FURTHER AGREE TO PRODUCE ALL ORIGINAL DOCUMENTS INCLUDING TITLE DEEDS OF THE SAID PROPERTY WHENEVER REQUIRED BY THE DEVELOPER FOR THE VERIFICATION BY AUTHORITIES AND DEVELOPER UNDERTAKES, TO KEEP THE DOCUMENTS IN THEIR (DEVELOPER'S) SAFE CUSTODY, HARMLESS AND UNOBLITERATED DURING THE PERIOD IT IS IN THEIR CUSTODY. DEVELOPER FURTHER UNDERTAKES TO RETURN THE ORIGINAL DOCUMENTS BACK TO THE OWNERS IMMEDIATELY AFTER THE NECESSARY EXAMINATION/VERIFICATION IS OVER.

12. IN CASE THERE BE ANY DEFECT IN THE TITLE OF THE OWNERS OR THERE BE ANY LIABILITY OR ANY ENCUMBRANCE, THEN IN SUCH EVENT, THE DEVELOPER SHALL BE ENTITLED TO HAVE SUCH DEFECTS CURED AND/OR LIABILITY CLEARED FOR AND ON BEHALF OF THE OWNERS AND AT THE OWNERS COST AND EXPENSES.

12.1 ALL THE OUTGOING IN RESPECT OF THE SCHEDULE PROPERTY FROM THE DATE OF REAL POSSESSION TAKEN BY THE DEVELOPER SHALL BE BORNE AND PAID BY THE DEVELOPER WHO,

For Ashiana Estates Pvt. Ltd.

Indira Jait Singh
Director
17/8/17



Ashish Krishna Singh
17/8/17
Pravara
17/8/17
Suday Kumar Singh
17/8/17
Sunita Singh
17/8/17
17/8/17
17/8/17

(10)

HOWEVER, SHALL NOT BE LIABLE FOR ANY OF THE OUTGOING FOR THE PERIOD PRIOR TO THE REAL AND ACTUAL POSSESSION,

13. THE DEVELOPER SHALL FORM AS IT DEEMS BEST, A CO-OPERATIVE HOUSING SOCIETY/ASSOCIATION OF PERSONS/BODY CORPORATE OF ALL THE PERSONS OWNING TENEMENTS, IN THE SAID BUILDING. THE OWNERS AND THEIR NOMINEES SHALL BECOME MEMBERS OF SUCH AN ORGANISATION FORMED BY THE DEVELOPER AND THE OWNERS THEIR NOMINEES, RESPECTIVE AGENTS SERVANTS. TENANTS ETC. SHALL BE BOUND TO ABIDE BY THE RULES AND REGULATIONS AS BE FRAMED BY SUCH ORGANISATION FROM TIME TO TIME AND THEY SHALL BE BOUND TO CONTRIBUTE TOWARDS THE COST OF FORMATION OF SUCH ORGANISATION AS WELL AS TO PAY THE REGULAR MAINTENANCE CHARGES AS BE FIXED BY THE RESOLUTION OR THE GENERAL BODY OF OCCUPIERS FOR THE MAINTENANCE AND MANAGEMENT OF THE ENTIRE BUILDING COMPLEX.

14.1 THE NOMINEES OF THE DEVELOPER SHALL OWN AND HOLD PORTIONS OF THE BUILDING COMPRISED IN THE DEVELOPER'S AREA ACCORDING TO THE STANDARD AGREEMENT FINALIZED BY THE DEVELOPER. THE OWNERS AND THEIR NOMINEES SHALL BE BOUND TO HOLD AND OWN PORTIONS OF THE OWNERS AREA IN THE SAID BUILDING ON THE SAME TERMS AND CONDITIONS AS BE CONTAINED IN THE AFORESAID STANDARD AGREEMENT FINALIZED BY THE DEVELOPER AND THE OWNERS JOINTLY.

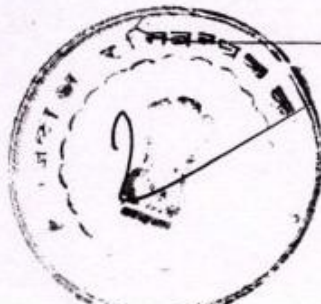
14.2 THE COMMON AREAS SHALL JOINTLY BE OWNED BY ALL THE OWNERS OF ALL THE PORTIONS OF THE SAID BUILDING WITH EQUAL ENTITLEMENT TO USE ALL COMMON AREAS AND FACILITIES INTENDED FOR UTILISATION BY OCCUPANTS OF THE SAID BUILDING ON THE SAME TERMS AND CONDITIONS APPLICABLE TO ALL FOR SUCH UTILISATION. NO 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 USE.

15. THE OWNERS AGREE THAT IF ANY LEVY OR TAX IS IMPOSED DURING OR AFTER THE CONSTRUCTION OF THE BUILDING BY THE P.M.C. OR ANY OTHER PUBLIC BODY OR BODIES OF THE GOVERNMENT OR ANY OTHER LEVY BECOMES APPLICABLE ON THE SAID PROPERTY AND THE BUILDING THEREON, THEN THE SAME SHALL BE PAID BY THE OWNERS IN THE SAME PROPORTION AS THEIR RESPECTIVE SHARES OF BUILT UP AREA IN THE SAID COMPLEX.

16. IT IS AGREED THAT IN ALL TRANSFER/CONVEYANCE OF LAND AND/OR BUILT UP AREA, THE PURCHASER/TRANSFeree(S) SHALL

For Ashiana Estates Pvt. Ltd.

Indira Jast Singh
Director 17/8/17



Hare Krishna Ludo
17/8/17
Divya Singh
17/8/17
Jay Kumar
17/8/17
Sant Kumar
17/8/17
WTD
17/8/17
17/8/17

(11)

BEAR THE COST OF STAMP DUTY, COURT FEES AND OTHER REGISTRATION CHARGES.

17. THE OWNERS HEREBY AUTHORISE THE DEVELOPER TO DO IF REQUIRED ALL ACTS, DEEDS, MATTERS, THINGS AND PARTICULARS FOR THE FURTHERANCE AND EXECUTION OF THE SCHEME AS PER SANCTIONED PLANS

17.1. TO ACCEPT SERVICE OF ANY WRIT, SUMMONS OR OTHER LEGAL NOTICES AND TO APPEAR AND REPRESENT THE OWNERS IN ANY COURT, JUDICIAL TRIBUNALS AND OTHER STATUTORY AUTHORITIES OR BOARD IN CONNECTION WITH THE SAID DEVELOPMENT WORK AND TO COMMENCE OR FILE SUITS ACTION/ ACTIONS OR OTHER PROCEEDINGS IN ANY COURT OR BEFORE PUBLIC OFFICER OR TRIBUNAL RELATING TO THE SAID WORK OF DEVELOPMENT OVER THE SAID PROPERTY AND FOR ANY OF THE PURPOSES AFORESAID, TO SIGN, EXECUTE AND DELIVER OR FILE ALL NECESSARY VAKALATNAMAS, AFFIDAVITS, PLAINTS, ORDERS, APPLICATIONS AND OTHER DOCUMENTS, PAPERS AND WRITINGS ETC. SUBJECT TO THE TERMS OF THIS AGREEMENT.

17.2. AFTER THE REGISTRATION OF THIS DEVELOPMENT AGREEMENT, THE OWNERS AND DEVELOPERS SHALL BE ENTITLED TO SELL OR ENTER INTO AGREEMENTS FOR SALE OR OTHER AGREEMENTS OR MORTGAGE THEIR SHARE DIRECTLY TO ITS PROSPECTIVE BUYERS OR ANY FINANCIAL INSTITUTION.

17.3. AFTER THE COMPLETION OF CONSTRUCTION OF THE BUILDING/ PROJECT, THE LAND OWNERS AND DEVELOPERS SHALL BE ABSOLUTE OWNERS OF THEIR RESPECTIVE SHARES AND THEY WILL BE ENTITLED TO SELL/TRANSFER AS PER PROVISIONS OF BIHAR APARTMENT OWNERSHIP ACT, 2006 U/S 5 (1) & 5(2) AND OTHERS.

18. THAT IN CASE OF ANY DISPUTE OR DIFFERENCE BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO THIS DEVELOPMENT AGREEMENT, THE SAME SHALL BE SETTLED/DECIDED IN ACCORDANCE WITH THE ARBITRATION AND CONCILIATION ACT 1996.

19. THE DEVELOPER PROMISE TO HELP IN FINDING BUYERS OF THREE FLATS FOR THE OWNER'S SHARE, IF REQUIRED.

20. ANY SHORTFALL OR INCREASE IN THE AREA TO BE GIVEN TO THE LAND OWNERS SHARE OF 50 % OF THE BUILT-UP AREA SHALL BE COMPENSATED LIKE WISE.

21. IN CASE ANY FURTHER CONSTRUCTION IS ALLOWED BY THE PMC/COMPETENT AUTHORITY THEN THAT ALSO WILL BE GOVERNED BY THIS AGREEMENT.



For Ashiana Estates Pvt. Ltd.

Indira Jait Singh
Director 17/8/17

Hase Krishna Singh 17/8/17
Pravara Singh 17/8/17
Satyam Kumar Singh 17/8/17
Sunil Kumar Singh 17/8/17
Ujjwal Kumar Singh 17/8/17

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SCHEDULE "A"

ALL THAT PIECE AND PARCEL OF THE ACTUAL LAND MEASURING 9527 SQ.FT. (7.00) KATHAS OR 21.875 DECIMALS APPROX, WITH DOUBLE STORIED DILAPIDATED BUILDING HAVING GROUND FLOOR 1500 SQ.FT. AND FIRST FLOOR 500 SQ.FT. I.E. TOTAL CONSTRUCTED AREA 1500 SQ.FT. SITUATED AT MAUZA- DHEERACHAK, P.S.-GARDANI BAGH, DISTRICT- PATNA & MUTATION DATED 23.01.2013, BEARING THANA NO. 16, TAUZI NO. 5140, KHATA NO. 54 & 93, KHESHRA NO 1797 & 1799, HOLDING NO. 172A, UNDER CIRCLE NO. 265, WITHIN LIMIT OF PATNA MUNICIPAL CORPORATION, SUB REGISTRATION OFFICE AND DISTRICT REGISTRATION AND TOWN & DISTT PATNA, THE SAME IS BOUNDED AS FOLLWOS:

BOUNDED AS FOLLWOS:

NORTH : PLOT OF MR SANJEET SINGH & OTHER
SOUTH : PLOT NO.1799 & ROAD
EAST : PLOT NO 1797 & 1798
WEST : HOUSE OF SASHI KUMAR

Note :- Govt. value is mentioned at Code No. 100 & Zone - 3 of M.V.R. 2016-17.

which market value of above land is ₹ 2,80,22,000/- (Rupees Two Crore eighty lakh twenty two thousand) only.

Valuation Chart

Value of Constructed area	20,00,000/-
Depreciation (45%)	9,00,000/-
Net value of Constructed area	11,00,000/-
Value of land	2,69,22,000/-

Total value of Rs. 2,80,22,000/-

SCHEDULE "B"

THE TOTAL BUILTUP AREA OF THE BUILDING CONSTRUCTED ON THE LAND OF FIRST PARTY COMES TO 18595 SQ.FT. OUT OF WHICH 9297 SQ.FT GIVEN TO LAND OWNERS ON DIFFERENT FLOOR OF THE BUILDING. SIMILLARY REST OF THE FLATS SHALL BELONG TO THE BUILDER, NOW LAND OWNERS WILL GET IN-THE SHAPE OF FLAT ON DIFFERENT FLOOR AS UNDER:

FLAT BELONGING TO MR. HARE KRISHNA SINHA

FLAT NO	AREA IN SQ.FT	FLOOR	EXCESS/LESS AREA
2D	1014	2ND	LESS 535 SQ.FT

FLAT BELONGING TO MRS MANJU SRIVASTAVA

FLAT NO	AREA IN SQ.FT	FLOOR	EXCESS/LESS AREA
2A	1596	2ND	EXCESS 47 SQ.FT



For Ashiana Estates Pvt. Ltd.

Indra Jyoti Singh
Director
17/8/17

Hare Krishna Sinha
17/8/17
Manju Srivastava
17/8/17
Sushy Kumar
17/8/17
Bunil K. Singh
17/8/17
Vijay Verma
17/8/17

(13)

FLAT BELONGING TO MR. SANJAY KUMR SINHA

FLAT NO	AREA IN SQ.FT	FLOOR	EXCESS/LESS AREA
3C	1219	3RD	
3D	1014	3RD	EXCESS 167 SQ.FT

FLAT BELONGING TO MR SUNIL KUMAR SINHA

FLAT NO	AREA IN SQ.FT	FLOOR	EXCESS/LESS AREA
4D	1014	4TH	
4C	1219	4TH	EXCESS 167 SQ.FT

FLAT MR. UJJWAL KUMAR SINHA

FLAT NO	AREA IN SQ.FT	FLOOR	EXCESS/LESS AREA
1C	1219	1ST	
1D	811	1ST	LESS 36 SQ.FT

THE PERSONS OF THE FIRST PART GETTING LESS AREA SHALL BE COMPENSATED BY THE BUILDER AND THOSE GETTING EXCESS AREA SHALL PAY FOR IT TO THE BUILDER AT THE SELLING RATE.

SCHEDULE " C " OF SPECIFICATIONS

STRUCTURE :- R.C.C. frame structure with brick work in Cement Mortar as per design & specification of Architects / Consultants.

DOORS :- Door frames of seasoned hard wood. Door shutters will be factory built flush / panel doors and shall be painted with synthetic enamel paint.

WINDOWS :- Wooden windows with chowkhats and grill / aluminium window painted with synthetic enamel paint.

FLOORING :- All covered area inside the flats will have vitrified tiles flooring. Kitchen and Bathrooms shall have Ceramic tiles flooring.

KITCHEN :- Shall have working platform with Marble top and Ceramic/Glazed tiles Dado up to 18" height above the platform. Stainless Steel sink & exhaust fan will be provided.

BATH ROOMS:- All C.P. fittings will be of standard make and Chromium plated. Cistern of fiberglass/acrylic. White glazed vitreous China Sanitary ware of standard make. Ceramic/Glaze tiles dado up to a height of six feet on the walls. Arrangement for fixing of Geyser and hot water supply in shower and wash basin shall be provided.

WALL FINISH :- All internal walls & ceiling to be finished with POP. External walls to be painted with cement based paint.

ELECTRICAL :- All internal wiring in Copper conductors using concealed PVC conduits.

One T.V. point and two telephone point (no connection) shall be provided in each flat.

GENERATORS & SUPPLY POWER:- A stand-by generator of suitable capacity shall be provided to run the tube-well, lighting of common areas



For Ashiana Estates Pvt. Ltd.

Indira Jait Singh
Director 17/8/17

Shree Krishna Singh
Pravara 17/8/17
Sanjay Kumar Singh
Suail for San 17/8/17
Yash T.V. Singh 17/8/17

(14)

And 300 watts load inside each flat at extra cost. A separate room for keeping the Generator will be provided at developers cost. The cost of electric connection and generator shall be some by all flat owners.

WATER:- Water supply from own deep tube-well through over head water tank.

SECURITY INTERCOM:- All flats will be linked to the reception counter, at extra cost. There shall be a separate room for security staff to be provided by the developer at their cost.

LIFT:- One lift of good quality will be provided. However subsequent maintenance and servicing of the lift shall be done by the committee (Made up of residents) out of the maintenance fund

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN IN PRESENCE OF THE WITNESS.

WITNESS:-

1. Sanjay Kumar
S/O Lt. S. D. Gadda

Mithapur
Patna - 800001
17/8/17

2. Raj Kumar Singh
S/O Late J. N. Singh.

VILLAGE - KANJAN
DIST - Patna -
State - Bihar
PIN - 803211
17/8/17

1. Hare Krishna Singh
17/8/17 AGPPS 3100A

2. Dr. Anil Kumar
17/8/17 PAN - BEOPS0443A

3. Deepay Kumar GRC DANN - AGAPS486A
17/8/17

4. Sunil Kumar Singh Pann - APUPS - 45891
17/8/17

5. Ujjwal Kumar Singh P.L. No - DDPS 4490N
17/8/17

SIGNATURE OF THE OWNERS

For Ashiana Estates Pvt. Ltd.

Indra Jeet Singh
Director 17/8/17

SIGNATURE OF THE DEVELOPER

Printed By:-

Sanjeev Kumar
(Sanjeev Kumar), Advocate
UDDYOGIJI'S CHAMBER,
Collectorate Bar Association
Patna.

Drafted as per instructions of the parties,

Jay Prakash
Chamber of 17/08/2017 Advocate
(Dr. ANIL KUMAR SINHA, "UDDYOGI")
Advocate
'Chamber', Collectorate Bar Association
Patna



सभी प्रकार के रोक से मुक्त पत्र

Sanjeev Kumar
(Sanjeev Kumar)