Circle:-:Phulwari Sharif Book No. :- 1 Deed No. 4621

3 Deed No: 4621

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

This document was presented for registration on 22/05/2015 by Mahendra Kumar
A stamp duty of Rs. 141900/- and other fees of Rs. 25425/- 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. 4621 in Book No. 1 Volume No. 111 on pages from 241 to 256 and has been preserved in total 16 pages Fee D. No. 4577 Year 2015

बिहार सरकार
SCORE 3.0

Date: 22/05/2015 Token No: 5288 /2015

Signature with Date
(Prashant Kumar)
Registering Officer, Patna

DEVELOPMENT AGREEMENT

This Agreement is made and entered into at Patna on this the 22nd Day of May 2015

BETWEEN

1) SRI MAHENDRA KUMAR S/o LATE Dhanushdhari Pandit 2) SRI DEEPAK KUMAR S/o SRI MAHENDRA KUMAR and 3) RAHUL KUMAR [redacted] Son of SRI MAHENDRA KUMAR ~~represented by his~~ Father ~~and Natural Guardian~~ SRI MAHENDRA KUMAR all Permanent R/o Vill-Mehnawa, P.S. & P.O –Maner,- Patna and Present R/o Vill- Nohsa,P.s.-Phulwari Town and District – Patna

Shobha Kumari 22/5/15

वसन्ती देवी 22/5/15

Rahul Kumar 22/5/15

Scanned by CamScanner

District Registry Office,Patna

Token Number 5288 | Reg. Year 2015 | Serial Number 5183 | Deed Number 4621

Presentant Type	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Manish Anand (M. Dir.)						
Sig	22/5/15						
Executant	Ajit Kumar						
Sig.	22/5/2015						
Executant	Basanti Devi						
Sig.	बसन्ती देवी 22.05.2015						
Executant	Deepak Kumar						
Sig	Deepak Kumar 22/05/2015						
Presented By	Mahendra Kumar						
Sig	22.05.15						
Executant	Mahendra Kumar	N/A	N/A	N/A	N/A	N/A	N/A
Sig.	22.05.15						
Executant	Rahul Kumar						
Sig.	Rahul Kumar 22-05-15						
Executant	Sahab Pradhuman Kumar						
Sig	22.05.2015						

SCORE Ver.3.0 | Powered by InfoSystem and Solutions,Patna | Biometric Captured By 2800sop008

22-05-15

Scanned by CamScanner

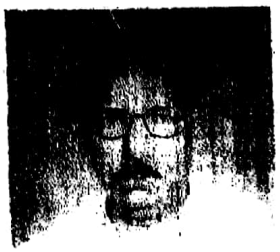
4)SMT. SOBHA KUMARI W/O RAJ KUMAR PANDIT R/o Mohalla-Chitkohra,Punjabi Colony, P.S.- Gardanibagh,P.O.- Anisabad, Town and District – Patna,5) Sri Sahab Pradhuman Kumar S/o Sri Churaman Ram R/o Vill + P.O.- Mahadewan,P.S.- Nasriganj,Dist.-Rohtas,at 6) SMT.BASANTI DEVI W/o Sri Lal Babu Pandit,R/o-Vill.-, Dakshin Akauna,P.S.+P.O-Udwant Nagar,Dist.-Bhojpur and 7) SRI AJIT KUMAR S/o Sri Bihari Pandit R/o Mohalla- Chitkohra P S - Gardanibagh,P.O.- Anisabad, Town and District – Patna, in the state of Bihar hereinafter referred to as the 'OWNERS' (which expression shall unless repugnant to the context or meaning there to mean and include their heir administrators executors, legal representatives, successors-in- interest and/or assigns) of the ONE PART.

AND

Anand Dwelling Private Limited having its registered office at 2nd Floor Grand Apartment, Above Snow White, Dak Bungalow Road Patna-800001. represented through its **Managing Director Manish Anand** R/o "Anand Villa" Opp. Udaigiri Apartment, Buddh Marg, Patna-800001 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 Owners NO.1, 2&3 were seized and possessed of and Were Owners of or otherwise were sufficiently entitled to the free hold Land measuring an area of Approx.25.15 Decimil (10,956)Sq.ft. Situated at present Mauza- Nohsa, P.S Code-089 P.S.–Phulwarisharif, Town and District – Patna. in the State of Bihar, Plot no. –110(P), Thana no.38, Khata No. 645,Tauzi no.5486 more fully described in schedule of the Land hereunder written, hereinafter referred to as the SAID PROPERTY.

AND WHEREAS, the aforesaid property of Schedule No 1 fully described at the foot of this deed is the ancestral property of the landowner which is allotted in the share of the land owner and they were in actual, physical, possession over the land.



22/5/15

Rahul Kumar 22/5/15

Sobha Kumari

बसन्ती देवी 22/5/15

Scanned by CamScanner

And Whereas the Grandfather of Landowner no.1 and Great Grandfather of Landowner no.2 & 3 Late Dhunmun Pandit acquired the aforesaid Property from Babu Bijnandan Sahay S/o Babu Shyamnandan Sahay vide registered Deed of Settlement no. dt. 16.7.1953.

And whereas the legal heirs of said Late Dhunmun Pandit partitioned his Property amongst themselves on the basis of Mutual Family Partition/Arrangement and the aforesaid owners got his name recorded in Government Records and is paying the Land Rent to the Government of Bihar.

WHEREAS the Owners No.4,5,6 and 7 are seized and possessed of and are Owners of or otherwise were and are sufficiently entitled to the free hold Land measuring an area of Approx **15.6245 Decmil** Situated at present Mauza-Nohsa, P.S.–Phulwarisharif, Town and District – Patna, in the State of Bihar, Survey Plot no. –110(P) Thana no.38, Khata No. 645,Tauzi no.5486 more fully described in schedule of the Land hereunder written, hereinafter referred to as the SAID PROPERTY.

AND WHEREAS, the aforesaid Property is the Purchased property of the aforesaid landowners **No.4,** Shobha kumari vide Deed No.20891 dt.5.11.09 Measuring - 3.125 Decimil, **No.5**, Sri sahab Pradhuman kumar Deed No.20912 dt.12.8.10. Measuring - 4.6875 Decimil, **No.6** ,Smt. Basanti Devi Deed No.16850 dt.18.6.11.Measuring - 4.687 Decimil and **No.7**, Sri Ajit Kumar Deed No.26693 dt.11.11.11.Measuring - 3.125Decimil, from Mahendra Kumar (Landowner No.1} S/o Late Dhanushdhari Pandit out of the 25.15 decimal Land and they are in actual, physical, possession over the land.

AND WHEREAS, in present the Land owner no.1, 2&3 are in actual, physical Possession of the Land area (25.15 Decimil-15.6245) = 9.5255Decimil and Land owner no.1, 2&3 are only entitle for there share of the area9.5255 Decimil.only. Whereas the Land owner no.4, 5, 6&7 are entitle to the share as per this development agreement as per there Land in absolute sale deed .

The aforesaid owners being interested in getting a multistoried Residential Complex 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 cash and built-up area in the said building complex as

22/5/15

Shobha kumari

Rajni Kumar 22/5/2015

3

22/5/15

Scanned by CamScanner

consideration for the value of the said property to be conveyed by the owner to the developer and/or its nominee/s approached the developer.

AND WHERE AS, the aforesaid developer offered to develop and construct at the entire risk and liability and at its own cost a residential Building Complex namely **"Anand Greens"** (hereinafter referred to as the said Building) on the said property and the aforesaid owner agreed to acquire flat 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 terms and conditions hereinafter appearing.

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 owner the exclusive rights, 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 Municipal Corporation or any other authority concerned and/or as permissible under the building Bye-Laws of Patna. 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 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.

3.1 The owner agrees to grant vacant physical possession of the said property of the developer on signing of this Agreement.

22/5/15

Shobha Kumari

Rahul Kumar 22/05/2015

4

22/5/15

22/5/15

22/5/15

22/5/15

Scanned by CamScanner

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 40% of the total Built Up area of the said building with Parking 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)/ assingnee(s).

5. The balance of the total built-up area of the said building with Parking i.e.60% (after excluding the said Owners area as stipulated in clause 4 above) the remaining total area shall exclusively belong to the developer and hereinafter be called 'DEVELOPERS AREA' to which the Developer alone shall be entitled having constructed the same at its own cost and expenses.

5.2 The owner and their heirs/successors in interest and/or nominee/s shall solely and exclusively be entitled to the owner 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.

5.3 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 area to the owner within a period of 3 (Three) years from the date of approval of PRDA with a grace period of 6(six) months. However, the aforesaid completion period is subject to "Force Majur" the Developer will be entitled for extra time in the case

22/5/15
Shobha Kumari
Delhi

22/5/15

Rahul Kumar
22/01/2011

Scanned by CamScanner

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. In case of further delay the developer will pay Rs 5 per sq. ft.Per month till handover of flats to the Land owner.

7. The owner shall at no time demand any further sum of premium or any interest 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 born 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.

8.1 From the date of delivery of possession of owner area to owner, the owner and his 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.

9. 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 Agreement and this shall be a license as contemplated in section 60(b) of Indian Easement Act, 1982.

9.1 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.

9.2 The Owner here by irrevocably undertakes not to sale, 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 Development Agreement. The

22/5/15
Shobha Kumari

22/5/15

Rahul Kumar
22/05/2015

Scanned by CamScanner

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 .The owner will take written permission from the Developer in case he wants to dispose off the property.

9.3 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 and neither the owner nor any person(s) claiming through the owner shall have any right to interfere in the development of the said property.

9.4 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.

9.5 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 area. Whenever required by the Developer, the owner will join as confirming party in all such Agreements, sale Deeds or Allotment etc.

10. During the construction of the said building the developer may be required to create equitable or any legal mortgage of the said land of theirs Share as ie, 60% of the buildup area 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 only for the Builder Share 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.

11. 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

22/5/15
Shobha Kumari

22/5/15

22/5/15

22/5/15

22/5/15

22/5/15

22/5/15

22/5/15

Scanned by CamScanner

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.

11.1 In case there be any defect in the title of the owner or there be any liability or any encumbrances in such event the developer shall be entitled to have such defects cured and/or liability cleared for and on behalf of the owner and at the Developer's cost and expenses and which shall be re-imbursed by the owner.

11.2 In any event the owner without prejudice to foregoing declaration agree and undertake 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 ultimately vest the said landed property in the developer or its nominee/s free from all encumbrances and defects.

11.3 In case due to any defect in title of the owner and/or the said property or any part thereof or due to any other reason/s whatsoever, if it will not be possible for the developer to construct the said building or any part thereof then in that case the developer will be entitled to receive back the entire investment and expense made by the developer in respect of the aforesaid project proposed to be constructed on the said property along with interest 18% p.a and the owner will be liable to pay the same to the Developer.

11.4 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.

11.5 After delivery of possession of the owner's area to the owner all outgoings 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.

12. 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) proportionate undivided share in the land of said

22/5/15 Shobha Kumari

वसन्ती देवी 22/5/15

Rahul Kumar 22/05/2015

Manjeet Kaur 22/5/15

Ramesh Kumar 22/5/15

22.05.2015

Scanned by CamScanner

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 nominates and appoints **Manish Anand** R/o "Anand Villa" Opp. Udaigiri Apartment, Buddh Marg, Patna-800001 BIHAR, represented by its Managing Director **Anand Dwelling Private Limited** having its registered office at 2nd Floor, Grand Apartment, Above Snow White, Dak Bungalow Road, Patna-800001, BIHAR for the said purpose as his attorney.

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

14. 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.

15. The owner agrees that if any levy is imposed by the Patna Regional Development Authority 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

22/5/15 shobha kumari

9 22/5/15

Rahul Kumar 22/05/2015

Scanned by CamScanner

same proportion as per their respective shares of built-up-area in the said building.

17. 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.

18. 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.

19. That it is also agreed that If Map/plan of the further floors are sanctioned by the PRDA/PMC then the same will be Built by the developer and divided in the same Proportion as agreed above.

SCHEDULE OF PROPERTY

All that piece and parcel of Land measuring an area of Approx 25.**156 Decmil** Situated at present Mauza- Nohsa,P.S Code-089 P.S.–Phulwarisharif, Town and District – Patna, in the State of Bihar, Survey Plot no. –110(P) Thana no.38, Khata No. 645,Tauzi no.5486 and bounded as follows:-

BOUNDARY:-

NORTH: - Branch road & Part Plot no.110.

SOUTH: - Plot no.116.

EAST : - Plot no.111 [Anand Greens- Palm Block.]

WEST : - Part plot no.110 [Nalanda Biscuit Factory.]

TOTAL AREA-25.15 Decmil Approx.

VALUATION: - 70, 45,000/-

22/5/11

10

Shobha Kumari 22/5/11

22/05/11

Rahul Kumar 22/05/2011

Scanned by CamScanner

IN WITNESS WHEREOF the parties hereto have executed this Development Agreement at PATNA on the 22nd Day May 2015Year first above written.

(1) 22/5/15

(2) Deepak Kumar 22/5/15

(3) Rahul kumar 22/5/15

(4) Shobha kanwari 22/5/15

(5) 22.05.2015

(6) 22/5/15

(7) 22/5/2015

22/5/15

SIGNED SEALED & DELIVERED BY THE OWNERS IN THE PRESENCE OF

SIGNED, SEALED BY THE DEVELOPER IN PRESENCE OF

WITNESSES:-

1. लालबाबू पंडित
पिता - स्व सिरजा पंडित
लक्ष्मी अपार्टमेन्ट F.203
अगिशाबाद पटना - 2. 22/5/15

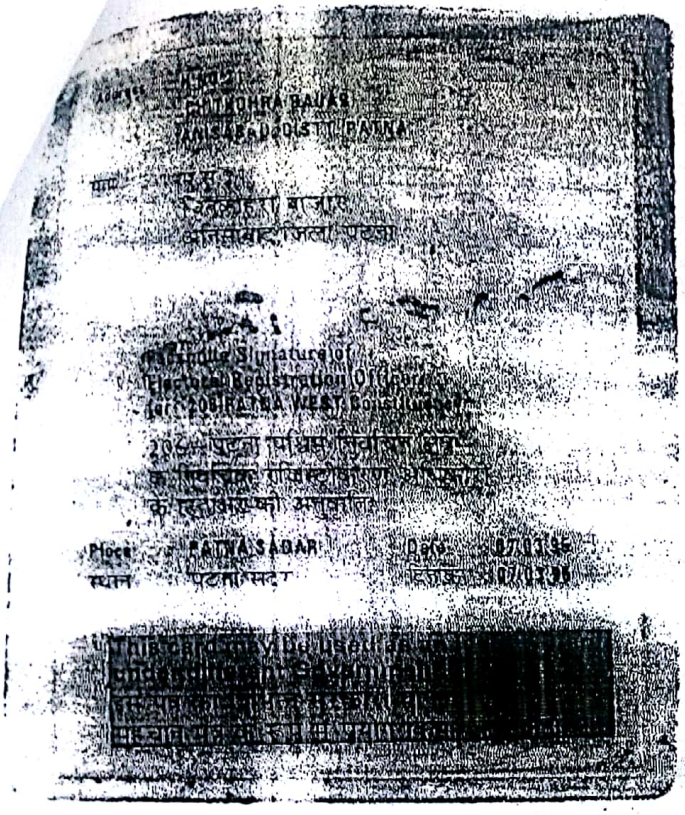
2 Sajeev kr. Rakhiyar
S/o Sri Mahendra P. of Rakhiyar
Budha colony
Patna 22/5/15

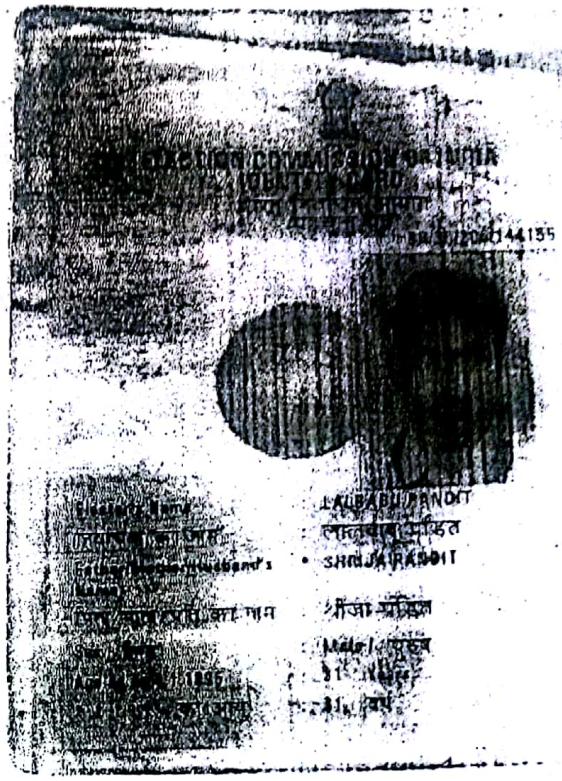
Advocate
Pat. Hi. Court
22/5/15

22/5/15

22/5/15

Scanned by CamScanner





Lalbabu Pandit

Scanned by CamScanner

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. 141900/-	Amt.Paid By N.J Stamp Paper	Rs. 0/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 167325/-

Registration Fee

FEE PAID

A1	0	C	0	H1b	0	K1a	0	LII	0
A8	0	D	0	H2	0	K1b	0	LIII	0
A9	0	DD	0	I	5000	K1c	0	Mb	25
A10	0	E	20000	J1	0	K2	0	Na	0
B	0	H1a	0	J2	0	LI	0		

TOTAL- 25025

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

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 25425

Registering Officer
Patna

Date: 22/05/2015

Endorsement under section 52

Presented for registration at Registration Office, Patna on Friday, 22nd May 2015 by Mahendra Kumar S/O-Late Dhanushdhari Pandit by profession Others. Status - Executant

Registering Officer
Patna

Signature/L.T.I. of Presentant mahendra Kumar 22-05-15 Date:22/05/2015

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Lal Babu Pandit' age '51' Sex 'M', 'S/O-Shrija Pandit', resident of 'House No.-21, Chitkohra Bazar, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 22/05/2015

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 111 on pages on 241 -256 , for the year 2015 and stored in CD volume No. CD-17 year 2015. The document no. is printed on the Front Page of the document.

Registering Officer
Patna

Date : 22/05/2015

Token No. : 5288 Year : 2015 S.No. : 5183 SCORE Ver.3.0 Deed No . : 4621

Scanned by CamScanner