(20)

Serial No. 18711 Circle:-:Danapur Book No. :- 1 Deed No. 18454

Serial No. 18711 Deed No. 18454

Govt. of Bihar
Sub Registry Office ,Danapur
Summary of Endorsement

This document was presented for registration on **12/11/2022** by **Manish Kumar**
A stamp duty of Rs. **47000**/- and other fees of Rs. **21000**/- 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. **18454** in Book No. **1**, Volume No. **371** on pages from **326** to **348** and has been preserved in total **23** pages in C.D. No. **57** / Year **2022**

Signature with Date
(**Arpana**)
Registering Officer, **Danapur**

Date: 12/11/2022 Token No: 19117 /2022

MUNDESHWARI MULTICOMM PVT. LTD. Managing Director 12/11/2022

48
12/11/2022

Scanned by

DEVELOPMENT AGREEMENT

This Development Agreement made and entered into at Patna this 12 day of November of Christian year of 2022.

BETWEEN

Sri Manish Kumar, S/o Late Dhariya Nand Jha, aged 49 years, resident of Flat No. – 203, Maa Shambhawi Apartment, West Boring Canal Road, Near Panchmukhi Mandir, P.O. – G.P.O., P.S.- Sri Krishnapuri, Dist.- Patna (Bihar), Pin - 800001 hereinafter referred to as Land Owner which term or expression shall unless excluded by or repugnant to the subject or context, be deemed to include her heir executors, administrators, representatives and assigns of the **First Part.**

PAN No. – ACPPJ 3481 K, Aadhar – 7851 8393 2428.

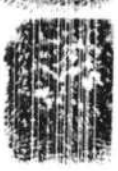
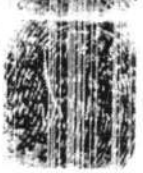
Mob. No.- .....

A N D

[1]

Sub District Registry Office,Danapur

Token Number 19117 | Reg. Year 2022 | Serial Number 18711 | Deed Number 18454

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Samrendra Singh (M.D.)						
Sig.	12/11/2022						
Presented By	Manish Kumar						
Sig.	Manish Kumar. 12-11-2022.						
Executant	Manish Kumar						
Sig.	Manish Kumar. 12-11-2022.	Photo	Thumb	Index	Middle	Ring	Little
Identified By	Manish Singh Dangi						
Sig.	12/11/2022						

SCORE Ver.4.0 | Powered by IL&FS Technologies Ltd. | Biometric Captured By 2802sop040



Manish Kumar.
12/11/2022

M/s Mundeshwari Multicon Pvt. Ltd., a company incorporated under the India Companies Act, 1956, having Corporate Identity No. – **U45201BR2007PTC13338**, having its registered office at **Bamhaur Palace, Main Road, Buddha Colony, P.O.- G.P.O., P.S.- Buddha Colony, District-Patna** through its **Managing Director, Sri Samrendra Singh** S/o Late Saryu Singh, resident of Flat No. – 501, Taluka Apartment, Buddha Colony, Patna – 800 001, hereinafter referred to as "The Builders/Developers" which expressions shall unless repugnant to the context shall mean their promoters, successors in office, administrators, executors, successors in interest, assigns, representatives and nominees of the **Second Part**.

PAN No. – AAFCM 3466 J, Mob. No.- 94310 11129.

AND Whereas the Owner is seized and possessed and have a absolute marketable title to the piece of land measuring **2 Kattha 10 Dhur**, equivalents to **7.8125 decimals** more or less situated in Mauza - **Sarari**, Paragna - Phulwary, Thana No. - 44, Halka – Sarari, Halka No. – 15, at present P.S.- Shahpur, Tauzi No.- Bihar Govt., Khata No. - 331, Survey Plot No.- 522, area – 3 Dhur equivalent to 0.46875 decimal and Khata No. - 331, Survey Plot No.- 525, area – 2 Kattha 7 Dhur equivalent to 7.34375 decimal, within the limits of Nagar Parishad Danapur Nizamat and under the jurisdiction of Sub Registry Office, Danapur and Distric Registry Office, Patna Sadar, more fully described in schedule appearing at the foot of this indenture and hereafter referred to as "The Land". The ground rent payable to Circle Office, Danapur is Rupees 20/- annually vide Bhag-15, Page No.- 6.

MUNDESHWARI MULTICON (P) LTD.
Authorised Signatory
12/11/2022

Definition

1. FAR=FLOOR AREA RATIO
2. Builtup Area=Total Land Area X FAR = total Builtup Area

HISTORY OF LAND

And whereas, land fully described in the schedule of this deed is the purchased property of the land owner Sri Manish Kumar through a registered deed of Absolute sale from Sri Lalji Prasad, S/o Late Ramanand Rai and Smt. Shakuntala Devi, D/o Late Lohari Bhagat & W/o Sri Hansdeo Prasad, both resident of Village – Sarari, P.O. – Khagaul, P.S. – Shahpur, Dist. – Patna through its Power of Attorney holder Sri Manish Singh Dangi, S/o Late Ram Ashish Singh, resident of Village – Sarari, P.O. – Khagaul, P.S. – Shahpur, Dist. – Patna and Sri Yogendra Rai, S/o Late Raghu Bhagat, resident of Village – Sarari, P.O. – Khagaul, P.S. – Shahpur, Dist. – Patna, which is Registered in the office of the Sub- Registration Office Danapur in Book No.-1, Volume No.-141, Pages 579 to 596, Token No. – 6948, Serial No. – 6715, CD No. – 22/2016 bearing Deed No.- 6598 on 09/06/2016, Since then he came in actual, physical possession over the land as absolute owner fully described in Schedule at the foot of this deed and mutated his name in the state serista and paying rent to the State of Bihar through Circle Office, Danapur.

That the land owner has assured that apart from the Land Owner himself none else is entitled to or has any share, right, title or interest in the said land or any part thereof either as partner or co-share in joint family and the land owner is not Benamidars or co-sharer in joint family, or trustees for any one in respect of the said land, the maintenance and upkeep therefore is not connected to anybody or the joint family or any nucleus thereof. The builders shall not be liable for any of the outgoing or outstanding dues over the said land relating to the period prior to the execution of this document and the same shall be the sole liability of the landowners only.

And whereas the Owner is interested in getting a multistoried residential complex developed by constructing a multistoried residential complex on the Scheduled land and to acquire proportionate area of residential built up area in the same as consideration/exchange for the full and final value of the land to be transferred to the Builders/Developers or their nominees.

AND WHEREAS the aforesaid developer offered to construct at its own cost a Project Building Complex on the

MUNDESHWARI MULTICON (P) LTD

12/11/2022

schedule land hereinafter referred to as "the building' and to give 50% FAR(approved map by RERA) of the total built-up area or total construction area whichever is higher alongwith 50% proportionate car parking space of the total parking area and other amenities to be constructed on the scheduled land belonging to the landowner as per the specifications detailed in Annexure I to the owner and one more extra flat over and above the 50% share as mentioned above , measuring 1760 sq ft with two car parking space will be given to the land owner, hereinafter referred to as "the owner's area" in line of the land as full final and adequate consideration for the value of 50% of the scheduled land which shall be conveyed by the owners in favour of the Developer and/or its nominee or nominees of building after completing the building and handing over of the owner's area by the developer to the owners and to retain the remaining 50% built-up area of the building hereinafter referred to as the "Developer's area" for its prospective buyers.

Apart from the aforesaid 50% conversion share between the land owner and the developer , the developer has also promised to give one more extra flat measuring 1760 sq ft with two car parking space , to the land owner .

Certain terms and conditions were agreed to by and between the owner and the developer with regard to the transfer of the said land by the owners to the developer and the construction of the said building complex by the developer and disposal of Flats, Parking spaces & other utility spaces there in of the developer's area. The parties hereto are desirous of recording into writing the terms of such agreement as hereunder :-

NOW THIS DEED WITNESSETH AND IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS :-

1. The owner above named hereby agrees to appoint the aforesaid developer as the developer of the aforesaid land and grant to the developer, who hereby accept from the owners the right to develop the aforesaid land more fully detailed in the schedule hereunder written in the manner

MUNDESHWARI MULTICON (P) LTD.
12/11/22

and on the terms, conditions and stipulations hereinafter appearing.

2. This Development Agreement is an agreement between the above mentioned developer i.e. **M/s Mundeshwari Multicon Pvt. Ltd.** and this Development agreement is not transferable neither the developer will have the right to sublet this work to any other agency or create any partnership without the written consent of the landowner.

3. The owner simultaneously with the execution of the indenture hereby agreed to entrust the right to take up preliminary works for development and construction of building's comprising Flats, Parking spaces and other utility spaces, to allot, enter into agreement for sale of developer's area of the same to its prospective buyers to the exclusion of the owner's area.

4. The Owner will convey, transfer and/or assign to the developer and/or its nominee/nominees as the developer may desire free from all encumbrance 50 % of the total land at/or for consideration simultaneously with completion and handing over of physical possession of the land owner's area to the land owner on the terms and conditions mentioned herein.

5. The developer, after execution of this development agreement shall proceed expeditiously with site development and preparation of building plans as agreed by the owners, and submit the same to the Patna Municipal Corporation/ Patna Metropolitan Area Authority / Enviournment / Danapur Nagar Parishad Nizamat / approval from RERA/ Share distribution or to the competent authority for sanction . After all approval and sanction of the plan by the competent authority ***An unregistered share distribution deed will be executed between the land owners and builder indicating land owners share and builder share alongwith parking and other amenities and then the builder*** shall start construction of the building and on completion of the entire construction and after obtaining certificate from

MUNDESHWARI MULTICON (P) LTD.

Competent Authority the developer shall hand over the land owner's area to the land owner as consideration for the conversion share of the 50% (Fifty Percent) of the aforesaid land to be transferred by the owners to the developer or its nominee/nominees. A deed of final settlement between land owner and builder will be executed before handing over the property to the Land owners as per registered development agreement and share distribution deed and other terms and conditions.

6. The owner hereby agree to transfer and convey only 50% of undivided share of the scheduled land to the developer or its nominee/nominees, simultaneously with taking over of the owner's area from the developer which shall be deemed to be considerations as full, final and adequate consideration of the land as aforesaid. The owner, thereafter, shall have no right, title or interest over the land conveyed as aforesaid.

7. It is further agreed and undertaken by the developer that the owner shall have full right, title, ownership interest over the owner's area referred to above and allotted to the owner as his share out of the total built-up area and the owner shall be fully entitled to enjoy the above built-up area including other amenities and club membership, Gym, Sports arena, Swimming pool etc. and other utility area without any extra cost and without membership fee. All cost of construction of the aforesaid owner area and incidental thereto shall be borne and paid by the developer.

8. That the developer has assured/ agreed to complete the project in 5 years (Five Years) from the date of RERA Registration / share distribution between land owner and developer duly, which shall be later subject to a further grace period of 9 (Nine) months to complete the construction of the building. In case the developer fails to complete the building even within the grace period, the landowner shall grant a further grace period of 12 months on payment of sum of Rs.6/- per Sq. Ft. per month (Rs.

MUNDESHWARI MULTICON (P) LTD.
12/11/2022

6/- per sq. ft. per month). If the building remain incomplete even in this grace period , land owner would take possession of owner's area in the existing condition and get it completed at the cost of and risk of builder. The estimate of the cost in completing it will be determined by the landowner to be paid by the builder to him. Else the landowner will adjust the cost from the value of share of the builder's area. Provided that if, due to any happening beyond the control of the developer including force-majour, fire, tempest or other inevitable causes, accidents etc. Time is the essence of the agreement . and if the developer fails to complete the building even within the extended period and the grace period the agreement shall stand terminated .

9. The owner hereby agree to put the developer in actual physical possession of the scheduled land after sanctioning of the plan by the Competent Authority to develop, plan and construct and enter into agreement to sale of 50% of the developer area in the proposed multistoried building. However the possession of the developer on the aforesaid land will be deemed to be final and conclusive and the title will pass only after payments of consideration amount in the shape of aforesaid agreed owner's area to the owner. The owner shall at no point of time try to dispossess the developer from the said land the developer shall be free to do all acts, deeds and things required for development and marketing relating thereto at the developer's own cost and expenses.

10. The developer shall be entitled to develop the aforesaid land by constructing thereon one or more building's comprising Flats, Parking spaces & Other utility spaces in accordance with the sanctioned building plans including RERA rules and regulation and to allot the developer's area in the building's to be constructed on the said land to such person or persons a the developer in its discretion think fit and to receive and realize the prices in respect of the allotment and agreement for sale of such Flats, Parking spaces & Other utility spaces and to appropriate the same

MUNDESHWARI MULTICON (P) LTD

12/11/2022

towards the construction cost. The developer will deliver the possession of the landowners area and the Developers area simultaneously .

11. That the developer may enter into separate development agreements with other neighboring land owner/owners in future by amalgamating all lands to give the project a bigger dimension, so that its common land infra structure such as park, playground etc. shall be shared by all the members of the society.

12. (a) That the Developer has assured the land owners that they will plan the building to achieve the maximum 3.5 FAR and as per Building By-laws.

(b) The builder has also assured that in case it become possible to achieve FAR more than 3.5 in that case the land owner share will also increase accordingly , on the scheduled land belonging to the landowner.

(c) That incase developers makes construction in excess of sanction area in that case the developer is bound and has agreed to get the excess construction regularized at his own exclusive cost, but owner will have 50% share in the excess area also

13. That the Developer shall act as an independent developer in constructing the said building's over the scheduled land and shall keep the owners indemnified from and against all third party claims as well as against all action taken by competent authorities including PMC/ Danapur Nagar Parishad Nizamat /Pollution control board / Patna Metropolitan Area Authority and RERA etc. arising out of any act or omissions against the development in or relating to design or construction of the said building.

14. That this Development Agreement is being registered and will be guided by the different provisions of the **BIHAR**

MUNDESHWARI MULTICON (P) LTD

12 Jul 2022

APARTMENT OWNERSHIP ACT, 2006 / Bihar Building By-laws.

15. **THE OWNERS HEREBY AUTHORIZE THE DEVELOPER TO DO. IN ACCORDANCE WITH LAW IF REQUIRED, ALL ACTS DEEDS, MATTER, THING AND IN PARTICULAR SUBJECT TO OTHER PROVISIONS OF THIS AGREEMENT :-**

(i) To have plans of the proposed building buildings to be constructed on the aforesaid land prepared amended in accordance with rules and regulations of the concerned authorities and other statutory provisions and to submit the said plans to the Patna Municipal Corporation/ Patna Metropolitan Area Authority / Enviournmen / Danapur Nagar Parishad Nizamat / approval from RERA/ Share distribution and/or other competent authorities with the application for approval and sanction and to do and sign all writings and undertakings as may be necessary in connection with the approval and sanction of such plans the building's sanctioned by the Patna Municipal Corporation/ Patna Metropolitan Area Authority / Environment / Danapur Nagar Parishad Nizamat / approval from RERA/ Share distribution or amendments therein subject to their to their satisfaction. But all Cost for it will be borne by developer only.

(ii) Notwithstanding anything contained in this agreement, the owner or his authorized representative(s) hereby reserve his right to be consulted, supervise. However the owner or his representative shall not be entitled to have and hold any office for that purpose on the owner area during the period of construction. The owner secure the right to inspect the site as and when required and developer shall respect suggestions given to maintain the quality of construction in respect to the owners area .

(iii) To appoint architects, surveyors, engineers and contractors and other person or persons at developers cost.

MUNDESHWARI MULTICON (P) LTD

12/11/2022

(iv) To make application to the concerned authorities for obtaining electrical connections and permits or quota for cement, steel and other controlled building material if needed.

(v) That after completion of the construction work and after handing over the land owner's share the developer shall be absolute owner of their respective share and will be entitled to sell/transfer his share as per the provision of "BIHAR APARTMENT OWNERSHIP ACT 2006" / Bihar Building By-laws..

(vi) To accept service of any writ, summons or other legal process or notice and to appear and represent the owners in any court or before any magistrate, judicial tribunal and other tribunals or Income Tax or other authorities in connections with the development of the said property and to commence or file suits, actions or other proceedings in any court or before any public officer or tribunal relating to the development of the said land or part or parts thereof and for any of the purposes aforesaid to sign, execute and deliver or file necessary vakalatnama, claims, plaints, orders, applications, affidavits, petitions and other documents, papers and writings.

(a) To enter into agreements for sale of or otherwise allot flats in the aforesaid building/buildings to the purchasers in respect of the developer's area.

(b) The developer shall not be entitled to take any project loan by mortgaging land (Partially or fully) to any financial institute however, landowner has no objection if any purchaser seek personal house building loan from any financial institution on his individual capacity provided that the purchaser himself will be responsible to pay it back.

(c) To transfer the developer's area or part or parts thereof from time to time to one or more proposed co-operative societies or bodies corporate or association of persons to be formed of the purchaser of Flats, parking

MUNDESHWARI MULTICON (P) LTD
12/11/2022

spaces & other utility spaces in the aforesaid building. subject to the condition that the delivery of possession of the owner's area will be made to the owner

(d) To give on ownership basis or other basis the said developer's area after developing the Owner's area in the property and the Flats, Parking spaces & Other Utility spaces in the building's to be constructed on the aforesaid land and to receive and appropriate to their own account the sale price in respect thereof developer area only.

(e) And generally to do all acts deeds and things for developing the said property.

16. After completing the owner's share in all respect the developer will issue a possession/completion certificate by a competent Govt. Authority to the land owner, that his share is fully habitable and as per the terms and condition laid down in this development agreement.

17. Upon completion of the development work and delivery of the owner's share and subject to such terms and conditions contained herein as may be desired by the developer, the owner shall make and execute in favor of the developers or his nominee(s) including co-operative housing society or association or person or a body corporate, a proper conveyance or such other deeds in writing as the developer may deem necessary for assuring or perfecting the title of the developer and/or their nominees to the aforesaid land. The developer will obtain completion certificate from the proper govt. authority, photocopy paper of completion certificate will be delivered to the land owner for records.

18. Simultaneously on the completion of the building and handing over of the owner area to the owner, if needed, the owners shall execute or join in the execution of all documents necessary for giving the flats to buyers in respect of legal title to his respective flats including their undivided proportionate share and rights in the land.

19. That the owners hereby declare :-

MUNDESHWARI MULTICON (P) LTD.

(a) That the area of the aforesaid land **2 Kattha, 10 Dhur** equivalents to **7.812 decimals**.

(b) That the property is a free-hold and the owners have title to the same free from all enclumbrances.

(c) That the said land is in their exclusive possession with absolute rights, title and interest and the same is free from any encumbrances, debts, liens, charges and attachments and is in marketable condition and the owners, have not created any encumbrances on the said property or any part thereof by way of sale, mortgage, exchange, lease, trust, assessment, gift, right, lien, leave, license, permission, rent, possession, charge, inheritance or any other encumbrances whatsoever.

(d) That no notice or notification for acquisition or acquisitions under the statutes for the time being in force has been received, served or issued affecting the said land or any part thereof and the owners are entitled to developing and/or causing to be developed the said entire land.

(e) That there is no notice or order passed by the Patna Municipal Corporation or any other body or authority for acquisition of the said property or any part thereof and there is no requisition of whatsoever nature by the municipality or other body or authority concerning or affecting the said property or any part thereof.

(f) That there are no statutory claims, demands, attachments or prohibitory order made or issued by the taxation authorities, revenue authorities, Municipal authorities or any government or other local bodies or authorities concerning or affecting the said property or any part thereof.

(g) That there are no attachments either before or after judgment and there are no claims, demands, suits, decrees, injunctions orders Pending notices, insolvency notice,

MUNDESHWARI MULTICON (P) Ltd.

12/11/2022

petitions or adjudication orders made or issued by or at the instance of any part thereof.

(h) That apart from the owners none else is entitled to or has any share, right, title or interest in the said property or any part thereof either as a partner in any partnership or coparcener in any joint family or otherwise and that the owners are not Benamidars or trustees for any one in respect of the aforesaid land the maintenance and upkeep thereof any funds of the joint family or any nucleus thereof.

20. The land owner hereby irrevocably undertake not to sell, dispose of or alienate the said property or any part thereof save and except putting the developer in possession thereof for the purpose of development pursuant to this agreement with the ultimate object of granting, conveying and transferring the property as developed as aforesaid to the developer or person or persons nominated by the developer including a society or societies or an incorporated body or limited company as hereinabove stated and further irrevocably undertake not to do any act, deed, matter or thing as shall be in contravention of the declarations made by him in the present clauses.

21. For the purpose of verifying the correctness of the declaration hereinabove made by the owners and in particular the declarations made above regarding the absolute ownership of the said land and their title hereto being marketable, free from all encumbrances and also their undertaking not to encumber the said property or otherwise alienate or dispose of or deals with the same or any part thereof save and except as hereinabove provided, the developer shall be entitled to obtain copies of all documents including there of title relating to the land for the purpose of the verification as aforesaid including investigation of the owner's title to the property. The owners undertake to show all such relevant papers in original as and when required by the developer or its representative including financial institution.

MUNDESHWARI MUTTCON (P) LTD.

12/11/2022

22. The development of the said land shall be for and on account of the developer and neither the owners nor any other person or persons through the owners shall have any right or interest in the development of the said land. The developer shall develop the said land at their own cost and shall alone be responsible for the development of the said land.

23. All the outgoings in respect of the aforesaid land from the date of signing of this agreement shall be borne and paid by the developer, however, shall not be liable for any of the outgoings of the aforesaid land relating to the period prior to such possession, which shall be the liability of the owners alone.

24. That the owners shall have no objection if the developer submit the building plans in the name of the owners to the Patna Municipal Corporation/ Patna Metropolitan Area Authority / Enviournment / Danapur Nagar Parishad Nizamat / approval from RERA/ Share distribution /Local authorities or apply to any other authorities for sanctions, permissions or approvals and have agreed to sign all the necessary papers, affidavits, documents etc. for the purpose subject to their satisfaction. It is clearly understood that all fees and costs relating to approvals, permissions clearances and sanctions right from the preparatory stage till final handover of Owner's portion including titles etc. shall be totally borne by the developer.

25. That this agreement shall not ever be deemed to constitute a partnership of any sort between the parties hereto.

26. The owners shall hold the owner's area on the same terms and conditions as the buyers of the other portions of the building according to the standard agreement of the flat owners resident welfare association of "Project Name" which may be mutually formed by the owners as well as the purchasers of the developers area and purchasers if any of Owner's area due consent and approval of the developer. The owners and the purchasers of the developer's area and their nominees, respective agents,

MUNDESHWARI MULTICON PVT. LTD.

12/11/2022

servants, licenses shall abide by the rules and regulations of the terms of agreement/by laws of the said owners association or as per guidelines provided in Bihar Apartment Owners Act and others.

27. The Owner's and/or their authorized representatives and purchasers of the developer's area and Owner's area shall pay monthly common utilities maintenance charges such as lift, common electrical bill, cctv maintenance ,salary for guard sweeper, mali etc. to the association/society on no loss no profit basis as per prevailing norm and be entitled to use all common facilities in the building complex intended for the utilization.

28. The Developer has assured and undertaken that the design of the said building will be inconformity with the sound structural engineering and relevant Indian standards and specifications and the building shall be constructed as per the sanctioned plan by observing all rules, regulations and bye Laws with regard to building constructed framed/issued by the concerned body and/or authorities (such as municipal corporation and real estate regularly authorities etc.). In case of any deviation, permissible to be legalize by lawful condonation the developer shall get the deviation condone by making payment of the entire cost, fine, levi etc as may be found to be payable as per law, but no such construction shall be made which is not permissible by law being beyond the permissible condonation.

29. That on completion of construction of the multistoried building as per the terms of the development agreement the Developer shall hand over possession of the land owner's share to the land owner and after that the Developer would be entitled to deliver possession to his proposed buyer. However the Developer shall be entitled to enter into agreement for sale with regard to Developer's share in the said building, but in no case he will be entitled to deliver possession of any portion to his buyer/buyers

MUNDESHWARI MULTICON (P) LTD.

prior to delivering possession of the entire land owner's share to the land owner completed in all respect.

30. It is agreed that after the execution of the deed, the developer or their nominee's including a co-operative society shall be entitled to construct godowns and put up signboards and hoardings on the said land and, if desired, fence the entire premises according to their requirements.

31. It is agreed between both the parties that only the developer or his nominees/ purchaser will share the construction cost of all kind in the project such as club house/community hall, all security devices installed in the campus, cost for development of Garden/ landscaping, swimming pool, fountain or water park development of play ground.

32. Further it has also been agreed between both parties that in all flats of landowner share developer will provide 5 KVA electric meter connection and its cost including transformer (if required) will be borne by the developer.

33. It is agreed that in all transfer/ conveyance of land and/or built up area, the purchasers/ transferees shall bear the cost of stamp duty, court fees and other registration charges.

34. That in case of any dispute and differences either before commencement of the work or during the work or after completion of the work in connection with or arising out of this Development Agreement including sufficiency of land owner's share and also its workmanship and quality of construction, fitting and fixtures shall be referred to the arbitration of a sole arbitrator for whom the parties may agreed mutually in writing or who is appointed by the Court in case of disagreement between the parties in terms of the provisions of Arbitration and conciliationAct'1996 or as amended time to time.

35. Courts of Patna shall have jurisdiction over all matters of disputes including the arbitration matter.

MAHENDRESHWARI MULTICON (P) LTD.

12/11/2022

SCHEDULE

All that piece and parcel of residential vacant land measuring **2 Kattha 10 Dhur**, equivalents to **7.8125 decimals** more or less situated in Mauza - **Sarari**, Paragna - Phulwary, Thana No. - 44, Halka – Sarari, Halka No. – 15, at present P.S.- Shahpur, Tauzi No.- Bihar Govt., Khata No. - 331, Survey Plot No.- 522, area – 3 Dhur / 0.46875 decimal and Khata No. - 331, Survey Plot No.- 525, area – 2 Katha 7 Dhur/7.34375 decimal, within the limits of Nizamat Nagarpalika Danapur and under the jurisdiction of Sub Registry Office, Danapr and Sadar Registry Office Patna, having following Boundary:-

Plot No.– 522, Area - 3 Dhur / 0.46875 decimal as follows :-

North - Sunita Singh & others

South - Land of Samrendra Singh

East - Plot No. - 525

West - Part Plot Nij.

Plot No.–525 area–2 Katha 7 Dhur/7.34375 decimal being as follows :-

North - Land of Samrendra Singh

South - Mundeshwari Multicon (P) Ltd.

East - Land of Samrendra Singh

West - Plot No. - 522

Land value of **Rs.23,44,000/-** (Rupees Twenty three Lac Forty four Thousand) Only.

TOTAL CONSIDERATION FOR FINAL TRANSFER OF LAND BY THE LAND OWNER/S IN FAVOUR OF THE DEVELOPER

The total (full and final) consideration for the said piece of land to the Land Owner/s by the Developer shall be 50% (**Fifty Percent**) of Built Up Area comprising along with proportionate car parking

MUNDESHWARI MULTICON (P) LTD.

area and other amenities as per plan sanctioned by P.R.D.A./ Nizamat Nagarpalika Danapur his 'share of flats as first choice and the rest shall be allotted by the Developer as soon as the plan is sanctioned by P.R.D.A./Nizamat Nagarpalika Danapur.

ANNEXURE-1

Brief of Architectural and Structural Specifications as of the Owner's area :-

Foundation : Providing RCC foundation of suitable type from any of this viz-short board undreamed group piles or isolated/combined footings or raft foundation shall be provided as per the design suggested by the structural consultants.

Super Structure :- Providing RCC framed structure with partition walls of Brickwork in cement mortar as per working drawings.

Electrical Work : Providing concealed PVC conduit. Electrical wiring using copper conductors with good quality electrical accessories as per drawing specifications of electrical consultants including telephone outlet point and wiring for Air Conditioner excluding fans, bulbs, tubes & other electrical fittings/ appliances with three phase electricity connections. Electrical fittings to be done of the best standard .

Floor & Finish : (Kajaria/RAK)

1. The flooring in the living room, bedroom, dining area, and balcony will be good quality vetrified floor tiles of standard company.

2. Then flooring in bathrooms, toilets and kitchen will be of Ceramic flooring.

3. Good quality Ceramic / glazed tiles will be provided in toilets up to 7 feet height from finished floor level and in kitchen it will be up to ht.20" from kitchen plat form.

Sanitary ware & Fittings : (Jaquar Make)

MUNDESHWARI MULTICON (P) LTD

Providing white glazed vitreous sanitary ware in European Type wall hing W/c with flushing system.

Kitchen Platform & Sink : (Nirali)

Providing Granite-working top on cooking Platform and steel sink along with glazed ceramic tiles above working top .Modular kitchen to be provided by the developer in each and every flat which falls in the 50% share of the FAR of the scheduled land belonging to the landowner and the extra 1760 sqft flat as well.

Doors & Windows :

1. All doorframes will be made of locally available Sal Wood, door shutters will be of factory made 32mm thick hard core water proof I.S.I. mark flush shutters painted with two coats of synthetic enamel paint over a coat of primer within built locking arrangement.

2. Window frame and shutters will be of Upvc with 6mm toughen Glass designed to take care of high wind pressure.

Walls and Other Civil Works :-

1 Interior walls will be decorated by J.K. Wall Care Putty only and will have washable distemper paint on it.

2. Exterior wall will be finished with all weather two coats of exterior emulsion paint over a coat of primer.

3. Brickwork. R.C.C., Outer & Inner Plaster as per P.W.D. / National building code provision and specification.

Electricity :-

Electricity supply to be taken from BSEB and all flats will have separate individual meter connection along with one/two common electrical Meter connection for common use. The cost of land owner share will be borne by developer.

AMENITIES

Water Supply :-

MUNDESHWARI MULTICON (P) L.
Managing Director
5/11/2022

Providing a deep tube well boring with motor and pump as per the suggestion of the consultant and as shown in approval map. O/H tank of designed make to be provided at the top of mumpty room.

Concealed water supply arrangements with C.P. fittings of be provide in each flat as per drawings and specifications of the consultants.

Sewerage :-

Suitable arrangement for rainstorm and soil water disposal shall be provided as per the design of P.H. Consultants.

Drive Way :

A paved drive way finished with chequred tiles or Grey cement based mosaic tiles or simple Grey based mosaic work will be provided and the campus will have its own compound wall with M.S. gate and security check post. If the existing wall are in good condition company reserve rights to retain / rectify/ modify them.

Lift KONE/OTIS.

Fire Fighting Equipments As per suggestion and approval from State Fire Office.

MUNDESHWARI MULTICON (P) LTD.
Director
12/11/2022

Other Miscellaneous Provision

Developer will construct a guard rooms, Common toilets, Electrical Pannel Space/Room, Generator Room etc. in ground floor of the building and this area will not be added in built up area and it will be used by all flat owners.

NOTE :- The specifications contained herein are subject to change depending upon the availability of building materials, changes in specifications due to latest design developments and in case of prices of particular material fluctuating arbitrarily.

And whereas the first party examined this development agreement in respect of the aforesaid land and hands it over to the second party after fully understanding the implications of it and

in full sense and out of his free will and consent and without any coercion, threat and pressure from anybody and the second party also bind themselves to the terms and conditions laid down above and this document may be used whenever and wherever so required.

In witness whereof the parties hereto have set their respective hands to this Agreement made on the day month and year as 1st. written above in the presence of the attesting witnesses after having been read over and explained its contents and being understood by both parties thereto.

Witnesses with Address :-

1.

Nihar Ranjan Pandit
S/O- Late Bhaichar Pandit
Vill + P.O- Dopdeori
Dist- Bankura
Pin - 722160
12/11/2021

Signature of Land Owner

MUNDESHWARI MULTICON (P) L...
Managing Director
12/11/2022

Manjushree Mukherjee
12/11/22

2.

Signature of Builder/Developer

मानिक सिंह पांडा
पिता राम अवतार सिंह
दर सारारी
आसा खाबपुर
12/11/2022

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. 47000/-	Amt.Paid By N.J Stamp Paper	Rs. 0/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 68000/-

Registration Fee

FEE PAID

A1	20000	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	0	J1	0	K2	0	Na	0		
B	0	H1a	0	J2	0	Li	0				
								TOTAL-	20000		

LLR + Proc Fee		Service Charge
LLR	0	1000
Proc.Fee	0	
Total	0	

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 21000

Date: 12/11/2022

Registering Officer
Danapur

Endorsement under section 52

Presented for registration at Registration Office, Danapur on Saturday, 12th November 2022 by Manish Kumar Late Dhariya Nand Jha by profession Others. Status - Executant

Manish Kumar.

Signature/L.T.I. of Presentant

12-11-2022.

Date:12/11/2022

Registering Officer
Danapur

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Manish Singh Dangi' age '30' Sex 'M', 'Ramashish Singh', resident of 'Sarari Ps-Shahpur,patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 12/11/2022

Registering Officer
Danapur

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Danapur in Book 1 Volume No. 371 on pages on 326 -348, for the year 2022 and stored in CD volume No. CD-57 year 2022 .The document no. is printed on the Front Page of the document.

Date : 12/11/2022

Registering Officer
Danapur

Token No. : 19117 Year : 2022 S.No. : 18711 SCORE Ver.4.1 Deed No . :d No . : 18454

INDIA NON JUDICIAL
Government of Bihar
e-Stamp

Certificate No.	:	IN-BR44839072400113U
Certificate Issued Date	:	10-Nov-2022 01:52 PM
Account Reference	:	NONACC (CB)/ brpccbk09/ DANAPUR/ BR-PAT/ DNP
Unique Doc. Reference	:	SUBIN-BRBRPCCBK09723466287475900
Purchased by	:	MUNDESHWARI MULTICON PVT LTD
Description of Document	:	Not Applicable
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	Not Applicable
Second Party	:	MUNDESHWARI MULTICON PVT LTD
Stamp Duty Paid By	:	MUNDESHWARI MULTICON PVT LTD
Stamp Duty Paid (Rs.)	:	47,000(Forty Seven Thousand only)
Reg. fee (Rs.)	:	20,000 (Twenty Thousand only)
LLR & P Fee (Rs.)	:	0 (Zero)
Miscellaneous Fee (Rs.)	:	0 (Zero)
Discore SC (Rs.)	:	1,000 (One Thousand only)
Total Amount (Rs.)	:	68,000 (Sixty Eight Thousand only)

PATLIPUTRA CENTRAL CO-OPERATIVE BANK LTD. DANAPUR

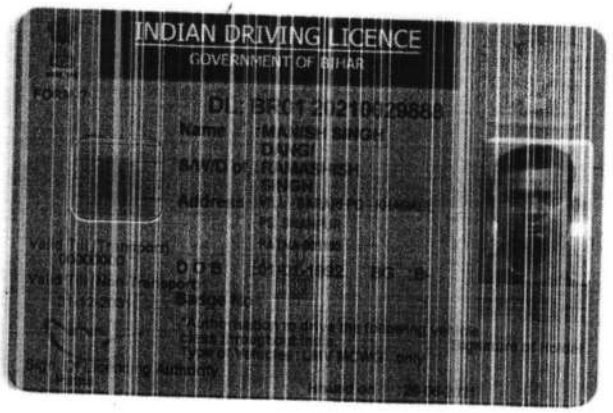
Munishwary. 12-11-2022.

e19117

Do not write anything below this line

0018404220

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at "www.shcilestamp.com" or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



DL: BR01 2021002988 8

Original LA : BR01
Old DL No :

Date of Issue : 26-06-2021

BR10DL03627749

Class of Vehicles

Vehicle Class	Issue Date
LMV	26-06-2021
MCWG	26-06-2021

12/11/2022

