4489/17

15/4/17

Serial No. 4229

Deed No. 4136

Govt. of Bihar
Sub Registry Office ,Danapur

Summary of Endorsement

This document was presented for registration on **15/04/2017** by **Damodar Singh**
A stamp duty of Rs. **238000**/- and other fees of Rs. **2000**/- 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. **4136** in Book No. **1**, Volume No. **77** on pages from **31** to **57** and has been preserved in total **27** pages in C.D. No. **12** / Year **2017**

15/4/2017

Signature with Date
(**Dhananjay kumar Rao**)
Registering Officer, **Danapur**

Date: 15/04/2017 Token No: 4489 /2017

Ankit 15/4/17

Pratik 15/4/17

Sunanda Singh 15.4.2017

Bhawna 15/4/17

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made and entered into on this 15 day of April 2017.

BETWEEN

1. Sri Damodar Singh, Son of Sri Kapil Deo Singh
2. Smt. Sunanda Singh, wife of Shri Damodar Singh
3. Sri Pratik, Son of Sri Damodar Singh
4. Sri Ankit, Son of Sri Damodar Singh
5. Ms. Bhawna, Daughter of Sri Damodar Singh

All permanent Resident of village- ETWA, Police Station Shahpur, District- Bhojpur,

Ghanshyam Patwari 15/4/17

Sangeeta Patwari 15/04/2017

दामोदर सिंह
15/04/2017

Sub District Registry Office,Danapur

Token Number 4489 Reg. Year 2017 Serial Number 4229 Deed Number 4136

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant Sig.	Ghanshyam Patwari Ghanshyam Patwari 15/4/17						
Claimant Sig.	Sangeeta Patwari Sangeeta Patwari 15/4/17						
Executant Sig.	Ankit Ankit 15/4/17						
Executant Sig.	Bhawna Bhawna 15/4/17						
Executant Sig.	Damodar Singh	☒ Photo	☒ Thumb	☒ Index	☒ Middle	☒ Ring	☒ Little
Presented By Sig.	Damodar Singh दामोदर 15/4/17						
Executant Sig.	Pratik Pratik 15.4.17						
Executant Sig.	Sunanda Singh Sunanda Singh 15.4.17						

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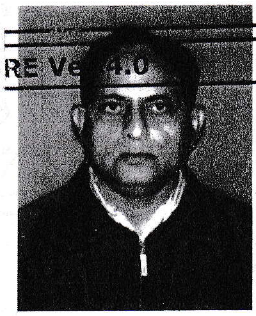

दामोदर

भारतीय स्टेट बैंक
हर भारतीय का बैंक
State Bank of India
THE BANKER TO EVERY INDIAN

SBI
SAMAHARTA SAH ADHYAKSH
DANAPUR

DATE : 15/04/2017 TIME : 10:18:56
MID : 075140125400026 TID : 04203950
BATCH NO: 000065 INVOICE NO : 000831

SALE
************1447

EXP DATE : **/**
CARD TYPE : MASTERCARD SWIPE DOMESTIC

SALE AMT	₹	1000.00
TOTAL	₹	1000.00

AUTHCODE : 009231 RRN : 710504481588

PIN VERIFIED OK
SIGNATURE NOT REQUIRED
MUKESH KUMAR /

I AGREE TO PAY THE ABOVE TOTAL AMOUNT
ACCORDING TO CARD ISSUER AGREEMENT

Merchant Copy ***
36(07/NOV/16)(VP)

764

बिहार सरकार

E-CHALLAN

Government of Bihar

BTC-4

Valid Upto	:	25/04/2017	Date	:	10/04/2017 01:03:37 PM
GRN	:	BHR201704001569M			
Department	:	Registration, Excise & Prohibition Department			
Office Name	:	Danapur	From	:	01/04/2017
Financial Year	:	2017-2018	To	:	31/03/2018
Treasury	:	Danapur			

ACCOUNT HEAD DETAILS	PAY AMOUNT
R0030021030001-75-49-STAMP DUTY ON IMPRESSING OF DOCUMENTS	238000.00
R0030031040001-75-49-FEES FOR REGISTERING DOCUMENTS	1000.00
R0029008000006-00-01-LANDLORD REVENUE AND PROCESSING FEES	0.00
Total Amount : Rupees Two Lac Thirty Nine Thousand Only	239000.00

239000

PAYER DETAILS

Tax ID (if any) :

Unique Id : ( )

Name : GHANSHYAM PATWARI

Address : [illegible]LEX, S P VERMA ROAD, PS- GPO, PS- GANDHI MAID[illegible]IST- PATNA

PAYMENT DETAIL			FOR USE IN RECEIVING BANK			
BANK Name	:	[illegible]BI	CIN		REF No	CP81325563
Branch	:		Date & Time	:	10/04/2017 01:03:37 PM	
			Scroll No & Date	:		

presently all residing at Flat No. 21, Draupadi Apartment, Shashtri Nagar, Patna 800023, Police Station Shashtri Nagar, Post Office L.B.S Nagar, District Patna in the state of Bihar, herein after called and or referred to as the ***"OWNERS"*** (Which expression shall unless it be repugnant to the context or meaning there to mean and include their respective heirs, administrators, executors, assignees, legal representatives, nominees and/ or successors in interest) of the **FIRST PART**.

AND

M/S PATWARI PROJECTS Partnership firm through its partners Sri Ghanshyam Patwari Son of Late Durga Dutta Patwari & Smt. Sangeeta Patwari wife of Sri Ghanshyam Patwari both Resident of Flat No. 401, Vishal Tilak Raj Apartment, Bank Road, Patna 800001 Police Station Gandhi Maidan, Post Office G.P.O, District Patna, herein after referred to and or called as "DEVELOPER" (which terms or expression shall unless it be repugnant to the context or meaning there of mean and include their successors - in- interest and legal representatives, administrators assignees) of the ***SECOND PART***.

RECITALS

WHEREAS the owners above named being joint family members have jointly out of

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ken Number 4489 | Reg. Year 2017 | Serial Number 4229 | Deed Number 4136

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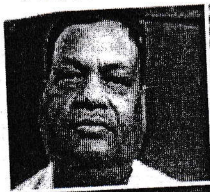
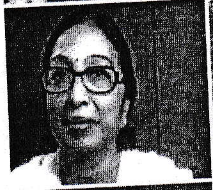
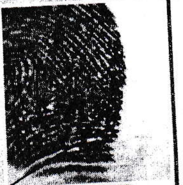
laimant ig.	Ghanshyam Patwari						
laimant ig.	Sangeeta Patwari						
xecutant ig.	Ankit						
Executant Sig.	Bhawna						
Executant Sig.	Damodar Singh	Photo	Thumb	Index	Middle	Ring	Little
Presented By Sig.	Damodar Singh						
Executant Sig.	Pratik						
Executant Sig.	Sunanda Singh						

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joint family fund purchased a piece of land total measuring 28 (Twenty eight) decimal situated at Mauza- Mustafapur, Police Station and Sub Registry office Danapur, Sadar Registry and District Patna bearing Tauzi No. 5276, Thana No. 36, Khata No. 201, Survey Plot No. 660 i.e. 14 decimals by each two Registered Sale deeds dated 8.9.89 and dated 29.12.89 executed by Munshi Sao, Son of Late Moti Sao of village- Kothawan, Police Station-Khagaul District- Patna in the name of Smt. Sunanda Singh the above named owner No.2. The said sale deeds has been respectively Registered vide deed No. 5989, Vol. No. I, Zild No. 93 Page No. 387 to 390 of the year 1989 on 8.12.1997, and deed No. 7921, vol. No. I, Zild No. 91, Page No. 268 to 271 of the year 1989 on 2.8.2000.

AND WHEREAS the aforesaid all the owners having absolute right, title and interest in the said land being the joint Hindu family members having equal shares in the said total land and they all are jointly coming in actual physical possession of the said land as its absolute owners although the name of owner No.2 has been mutated in Register II maintained by Anachal Adhikari Danapur and the rent receipts are being granted in her name vide Zamabandi No. 745/881.

AND WHEREAS aforesaid all the owners hereby declare and affirm that the properties referred to above are their exclusive properties having absolute right, title, interest and possession. The aforesaid all the owners are seized and possessed of and are owners of or otherwise were and are sufficiently entitled to the said total measuring 28 decimal of land the

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Kaushalya Patwari 15/4/2017

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PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Identified By	Mukesh Kumar						
Sig.	मुकेश कुमार 15/04/2017						

details of the said lands is more fully described in schedule-1 below of this Development Agreement and the said properties are free from encumbrances, lien, charge and attachment and is in marketable condition and the owners have full right and absolute authority and title to transfer the whole or in part of the said properties.

AND WHEREAS all the owners named above are interested in getting a multistoried Residential building complex developed and constructed through reputed Developer over their said land and to acquire Residential built up area in the same as against consideration in lieu and or exchange of the full and final consideration of 50% of their proportionate share in the land besides to acquire and to receive non refundable consideration money part in cash by cheques as well.

AND WHEREAS the aforesaid developer offered to construct at their own cost a multi storied residential complex on the said land of the owners and to give 50% of the total built-up area and 50% of the Parking space of the building to the owners in consideration for the proportionate value of the said land and to have 50% of the total built-up area and parking space of the building in their share as developers share with a right to sell their share of built-up area including the share in parking space of the building with proportionate right in the total land to the prospective buyers by the developers.

AND WHEREAS the owners further declare and assured that the owners have not created any encumbrances on the said property or any part there of by way of sale mortgage,

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exchange, lease, trust, assignment, gifts, liens, leave and license, permission, rent, possession charges, inheritance or any other encumbrances whatsoever.

(1) 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.W.D., Housing Board, P.M.C. or Danapur Municipality, Income Tax Department or any other Government Authorities for acquisition/requisition of the said property or any part thereof.

(2) That there are no attachments, either before or after judgment and there are no claims, demands, suits decrees injunctions, orders, lispendens, notices, petitions or adjudication orders affecting the said property or any part thereof.

(3) That apart from the owners none else is entitled to or has any share, right, title or interest and possession in respect of the said property or any part thereof as a partner or partnership or copartner of any joint family or in any other manner whatsoever.

(4) That the owners are not the benamidars or trustees for anyone in respect of the said property or any part thereof.

(5) The aforesaid Developer being approached by the owners to develop and construct at its own cost a multi storied residential building on the said plot of land of the owners hereinafter referred to as the said building and the owners being interested, agreed to acquire flats, Parking space and other built up area of the said building as consideration for proportionate area of the

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said property land to be conveyed by the owners to the Developer or its nominees, purchasers, including a Co-operative Housing Society, Firm, Association of persons, Body Corporate etc.

(6) As a result of the negotiations between the parties hereto and on the representations and declarations made by the owners and developer as here in recorded, the parties have enter into an Agreement for Development of the land vide Memorandum of Understanding executed on 20.3.2017 and now the details of the said agreement for development of the said property by the aforesaid developer has been arrived at between the parties here to upon the terms and conditions fully hereinafter appearing.

NOW THESE PRESENT WITNESSETH AND 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 the developer, who hereby accepts from the owners the right to develop the said plot of land details noted in Schedule-I of this deed, hereunder written in the manner and on the terms, conditions and stipulations hereinafter mentioned and for construction as per specification as appearing in Schedule - II. here in below.
2. The developer and the owners have agreed that they will share whatever built up area is sanctioned by the Danapur Municipality and finally constructed by the Developers at its own cost, in the ratio of 50% (fifty percent) and 50% (fifty percent) respectively i.e. the Developers will get 50% (fifty percent) and the

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owners will get 50% (fifty percent) built up area and 50% Parking as against consideration of the proportionate undivided share in the total land and it is on this basis that this agreement is being entered into by and between the parties. It is decided and agreed between the parties that the Developer will construct one Multi storied Residential building complex over the schedule-I land after obtaining the sanction Map from the Danapur Municipality.

3. The Developer and owners have also agreed that besides the said 50% (Fifty percent) share in the built up area as owners share, the Developer has agreed to pay Rs. 49,00,000/- (Rupees forty nine lacs) only to the owners. It has also been decided and agreed in between the owners and Developer that out of the said total amount of Rs. 49,00,000/- (Rupees forty nine lacs), Rs. 9,80,000/- (Rupees Nine lacs eighty thousand) only shall be paid by the Developer in equal share to all the five owners separately by cheques which amount shall be non adjustable and non refundable and shall be deemed to as against consideration money of the proportionate share in the land.
4. That Developer out of the said total payable amount of Rs. 49,00,000/- (Rupees Forty Nine lacs) has paid total Rs. 20,00,000/- (Rupees Twenty lacs) only to the owners i.e. Rs. 4,00,000/- (Rupees Four lacks) only to each five owners separately vide Cheque No. 000786 dated 20.3.2017 for Rs. 4,00,000/- in the name of Damodar Singh payable at ICICI Bank, Cheque No. 047521 dated 20.3.2017 for Rs. 4,00,000/- in the name of Sunanda Singh payable at Central Bank of India, Cheque No.

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047522 dated 24.3.2017 for Rs. 4,00,000/- in the name of Mr. Pratik payable at Central Bank of India, Cheque No. 043926 dated 24.3.2017 for Rs. 4,00,000/- in the name of Mr. Ankit payable at Central Bank of India, Cheque No. 047523 for Rs. 2,00,000/- dated 24.3.3017 payable at Central Bank of India in the name of Bhawna and Cheque No. 000787 for Rs. 2,00,000/- dated 24.3.2017 payable at ICICI Bank in the name of Ms. Bhawna separately in the name of respective owners at the time of signing of the Memorandum of understanding on 20.3.2017. The balance amount shall be paid by the Developer to the owners in the following manner:-

(i) Rs. 5,00,000/- (Rupees Five lacs) only shall be paid by the Developer up to 6th May to 10th May 2017 all by cheques in the name of all the five owners separately divided in five equal parts.

(ii) Remaining balance amount of Rs. 24,00,000/- (Rupees Twenty four lacs) shall be paid by the Developers to the owners within 10 days from the date of the sanction map only by cheques separately in the name of all the five owners in equal parts.

5. The owners shall have no objection if the aforesaid plans are submitted to the local authority(ies) in the name of the owners or developer by the developer for permissions, approvals and the owners agree to sign all such papers which will be required for the same. However all fees, cost, charges and expenses relating to such approvals/sanctions, shall be borne by the Developer alone. Before submitting the final plan of the project for the

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approval of Danapur Municipality the developer will consult the owners and submit the plan with mutual consent. Immediately after the execution of this development agreement, the developer shall proceed with preparation of the plans and drawings for the said building. The Building including Parking space to be built up as per sanctioned map over the said plot shall be shared amongst the owners and developer in the Ratio 50% each.

6. The owners agree to sell, convey, transfer and/or assign their respective undivided share of 50% of the total land in favour of the developer and/or its nominees(s) purchasers including a Co-operative Housing Society, Association of persons, firm, body corporate etc. free from attachments, charges and encumbrances for consideration and on the terms and conditions mentioned hereinafter.
7. As consideration for 50% (fifty percent) of the undivided share in the said total land to be conveyed/transferred by the owners to the developer or its purchasers, nominee(s) in terms of this Development Agreement, the developer agrees to deliver and give possession to the owners 50% (fifty percents) of the total built up area of the said building to be constructed by the developer at its own cost i.e.. 50% (fifty percent) built up area hereinafter called as the owners area. The balance 50% (fifty percent) of the total saleable built up area as mentioned above shall belong to the developer and shall hereinafter be called the developers area on completion of building and its proportionate share of handing over to the owners only.

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8. The allocation of the shares of the owners area indicating the portion falling in the share of the owners area and the developers area shall be clearly demarcated after passing of the plan by Danapur Municipality.
9. Owners and their nominees shall solely and exclusively be entitled to the owner's area and they shall have absolute right, title and interest over the same 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, in any manner as deemed fit by them to any person, association of persons, firms, body corporate, co-operative society, government agencies etc. on such terms and conditions as may be decided by the ~~developer~~ ~~and~~ owners for its nominees individually or collectively.
10. Developers and their nominees shall solely and exclusively be entitled to the developer's area and they shall have absolute right, title and interest over the same and shall be fully entitled to use and enjoy the same either themselves, individually or collectively and or 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, co-operative society, government agencies etc. on such terms and conditions as may be decided by the developer/ for its nominees individually or collectively on completion of building and handing over of 50% share to the owners.
11. The developer agrees to construct and give possession of the owners area to the owners

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Patwari
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within a period of Two years from the date of handing over of vacant possession of the said property by the owners to the developer, or from the date of sanction of the plan by the Danapur Municipality, which ever is later with a further grace period of six months, failing which the developer shall pay 12% per Annum over the left out constructions cost of owners share till the built up area is handed over to the owners. It is made clear that the land given for development is mentioned in Schedule-I of this deed. The period if any is taken or extended due to any stay order from any court or otherwise, or due to obstructions if any made in construction or due to force measure clause, then in that case the said period should be excluded.

12. It is hereby expressly irrevocably and irretrievably agreed and declared by the owners that on payment of Rs. 49,00,000/- (Rupees Forty Nine lacs) only by the Developer to the owners in the manner stated above and on delivery of possession of 50% (fifty percent) of the saleable total built up area of the owners share in the said building in the manner provided herein shall form and always be deemed to form fair reasonable, and adequate consideration for 50% (fifty percent) of the undivided share in the aforesaid land agreed to be conveyed as herein above by the owners to the developer and/or its nominees.

13. The owners shall at no time demand any sum of premium or any interest in any dealing regarding sale of developers area and the owners shall execute all such deeds papers and documents, as may be required by the

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developers in this regard at the cost of developer or their nominees (purchasers).

14. The owners further agree that no hindrance or obstacle will be created by them in construction work done by the developers as per the sanctioned plan. But if the developer fails to construct the building as per the sanction plan then the owners shall have right to make objection in writing and the Developer will construct as per sanction plan.
15. The Owners and their nominees as well as the developer and its nominees shall jointly have undivided right, title and interest over the total land of the said property in proportionate to their respective shares, after being conveyed aforesaid and no one claim or make demand for partition and their right title and interest shall remain undivided.
16. The owners hereby on the day of execution of this development Agreement handed over vacant possession of the said property more fully described in Schedule-I, herein to the developer to enable the developer to take up and proceed with the work of development, planning and construction of the said building in terms of this agreement.
17. It is assured by the owners that they have not entered into any agreement either for sale and or for development with any other person as yet and further assured that they will not enter into any such agreement in future but however also agreed that any agreement or arrangement is made or entered into in future at any time by the owners in breach or violation of terms and conditions of this development agreement the latter shall be deemed to be null and void.

Sunanda singh 15.4.17
Ankit 15/4/17
Pratik 15/4/17
Bhawna 15/4/17
Saubhagyam Patwa 15/4/2017
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18. The owners hereby irrevocably undertake not to sell, dispose off, alienate, charge, encumber, lease or otherwise, transfer the said property noted in Schedule-1, 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 developer in possession thereof for the purpose of development pursuant to this agreement.
19. The developer shall develop the said property in its own name account and at its own cost from its own funds and shall alone be responsible for the development of the said property in all respect.
20. As after the date of handing over vacant possession of Schedule-1, properties hereof 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 developers own cost and expenses.
21. The developer shall be entitled to develop the said property by constructing there on the residential building consisting of residential flats, parking spaces and other structures in accordance with building plans approved by the owners and sanctioned by Danapur Municiplity as stated here in above.
22. The developer shall be entitled to enter into agreements for sale or otherwise allot flats, parking space and other tenements comprised in the developers area in the said building i.e. 50% (fifty percent) of the total built up saleable area and which does not form part of the "OWNERS AREA". Whenever required by the developer, the owners will join as

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confirming party in all such agreements, sale deeds, deeds of allotment etc. and the developer may with respect to their share which does not form part of owners area, enter into and shall exclusively be entitled to realise all amounts receivable under such agreements, sale deeds, deeds of allotment etc. for its own use.

23. Similarly the owners shall be fully entitled to enter into agreements for sale or otherwise allot flats, and other tenements comprise in the owner's area in the said building i.e. 50% (fifty percent) of the owners area in the total saleable built up area and which does not from part of the developer area. Whenever required by the owners, the developer will join as confirming party in all such agreements, sale deeds, deeds of allotment etc. and that the owners may enter into and the owners shall exclusively be entitled to realise all amounts receivable under such agreements, sale deeds, deeds of allotment etc. for their own use.

24. That the owners hereby authorize the developer to do all acts, deeds, matter, things as per the terms and conditions of this Agreement required as under:-

    i. To have the plans of the proposed buildings of Residential to be constructed on the aforesaid land on approval of the owners prepared/ amended in accordance with the Rules and Regulations of the concerned authorities and other statutory provisions and get the same approved/ sanctioned from the competent authority. However, on behalf of the owners, all the owners

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hereby authorized Sri Damodar Singh the owner No.1 to sign all the necessary plans, specifications declarations, affidavits and other legal and statutory papers for getting the plan of the building sanctioned from the competent authority and or revised or amended, if necessary, in future.

ii. To appoint, architect, surveyors, engineers and contractors and other persons for the purpose of construction and security.

iii. To make applications to the concerned authorities for obtaining electrical connections and permits or quota for cement, steel and other controlled building materials.

iv. To accept service of any case, suit, Appeal, writ, summons or other legal process or notice and to appear and represent the owners, in any court or before any magistrate, judicial tribunals or other tribunals in connection 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 or for any of the purposes aforesaid to sign, execute and deliver or file necessary vakalatnama, claims, plaints, written statement, Appeal, orders, applications, affidavits, petitions and

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other documents, papers and writings.

v. To enter into agreements for sale or otherwise allot flats, parking spaces etc in the aforesaid building with the intending purchasers and to receive the consideration money from the intending purchasers in respect of the developer's area but the developer will not execute the sale deed or deeds or put in possession of the flats, car parking spaces to its purchasers unless the owner's share is completed and handed over to the owners.

vi. The developer at their own risk and responsibility can mortgage only to the extent of the share of developer's built up area with bank/ and or financial institution for obtaining loan/ working capital/ short terms loan finance and also to obtain loan for their intending purchasers of flats, and parking spaces and the said developer will use the said loan amount only for development purpose of this project and not to divert or invest for any other project or for any other purpose. The loan if any taken by the developer from any financial institution will be the sole liability and responsibility of the developer.

vii. To execute the sale deed or deeds and or transfer the developer's area or part or parts thereof time to time to the intending purchaser or

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purchasers of flats, car parking spaces in the aforesaid building subject to the condition that the delivery of possession to such purchasers will be made by the Developer only after the owner's area is delivered to the owners in the manner stated in this Development Agreement.

viii. To give ownership basis or other basis the said developer's area in the property and the flats, and car parking spaces in the building to be constructed on the aforesaid land and to receive and appropriate to their own account the sale price in respect thereof.

ix. The owners here by nominate Sri Ghanshyam Patwari Son of Late Durga Dutta Patwari as their lawful and true Attorney to act and to apply for all other permission and approvals if required or may be necessary for and on behalf of and in the name of the owners and also to execute, present and admit the execution of the said documents of transfer/ conveyance before the Registering authority and to do all acts, deeds as may be deemed necessary by the Developer in this regard for executing such documents of transfer of title in favour of the Developer and/ or its nominees/ allottees/ purchaser to the extent of Developers share.

Sunanda Singh
15.4.17

Pratik 15/4/17

Ankit
15/4/17

Bhawna
15/4/17

Sangeeta Patwari

15/04/2017

Ghanshyam Patwari
15/4/2017

x. And generally to do all acts, deeds and things for developing the said property.

25. That the owners agreed and undertake that whenever required by the developer, the owners or their duly authorized representative will join as the confirming party in any agreement that the developer may enter into with any person or persons who desire to acquire flats, car parking spaces or portions falls in the developer's area of the building on owner ship basis.

26. Upon completion of the development work and after handing over the owners area to the owners as per the terms and conditions contained herein, if desired by developer, the owners shall make and execute in favour of the developers or their nominee(s) purchasers including co-operative housing society or association or persons 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 with respect to the developers share.

27. Simultaneously on the completion of the building and handing over of the owner's area to the owners, the owners shall execute or join in the execution of all documents necessary for giving the flats shops car parking space to the buyers of the developers share at the request of the developer in respect of transferring legal title to their respective purchasers including their undivided proportionate share and rights in the land.

Sunanda Singh 15.4.17
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Sangeeta Patwari
Bhawani 15/4/17
Ghanshyam Patwari 15/4/2017
Gyan Tarne 15/04/2017

28. The developer will use standard materials as per rules and regulations for construction of the building and get the work supervised by certified engineers. The Developer will remain vigilant about the construction work and will be Responsible to the owners.

29. The owners will show to the developer and / or its duly authorized Advocate all original title, deeds documents and papers relating to the said property for complete examination of the owners title there to and the owners agree to co-operate with the developer in such examination of the owners title and to answer and/or comply with all reasonable requisitions that may be made by the developer and or its Advocate in this regard.

30. In case after possession there is any defect is found in the title of the owners or there by any liability or any encumbrances, 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.

31. The developer shall be entitled to get from the owners all necessary documents of the said property in original and in such an event the developer undertakes to keep the said deeds, safe, harmless and unoblitrated and will grant receipt for retaining the same and return when demanded by the owners.

32. All outstanding dues if any in respect of the said property thereon, till the date of this agreement shall be borne and paid by the owners and the said out going after the date of this agreement till the delivery of possession of the owners developed area given to the owners shall be borne and paid by the developer.

Surendra Singh 15.4.17

Pratik Ankit 15/4/17

Sangeeta Patwari

15/04/2017

Bhawna 15/4/17

Ghanshyam Patwari 15/4/2017

33. After delivery of possession free from all short of encumbrances of the owners area to the owners all outgoings in respect of the said property from the date of delivery of owners portion in the said building there on shall be borne and paid by the owners and the developer and or their nominees proportionately in the proportion of their respective shares in the total built up area. Whenever used in these presents shall mean the proportion in which the parties here to and/or their nominees acquiring portions of the building are entitled to the saleable built up area in the building.

34. The owners hereby agree that if at any time in future the developer is dispossessed from the entire or part of the property due to lack of right, title, interest, possession in that case the developer will be entitled to realise the cost in the form of total existing construction at the relevant time, i.e. total amount of cost of construction with interest thereon @ 12% per Annum with monthly rest as well as other expenses incurred by the developer in respect of the development of the said property besides the cost of litigation and damages.

35. That the owners further agree that if the construction work is obstructed or stopped in any way or due to lack of title or by any court order but not due to negligence of the developer then in that case the said time period will be deemed to be extended in completion of work accordingly.

36. The owners agree that if any tax or levy is imposed by the Danapur Muncipality or any other public body or bodies or the Government for the development/ betterment of the area in

Sunanda Singh 15.4.17

Pratik Aulat 15/4/17

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Sangeeta Patwari

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Patwari

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which the said property is located or any other tax or levy becomes applicable on the said property or the building thereon then the same shall be paid by the owners and the developer jointly in the same proportion as their respective share of built up area in the said building after development. But the service tax if any will be paid by the owners for the owners area.

37. This Development Agreement is being executed between both land owners and Developers in accordance with the provision made in **BIHAR APARTMENT OWNERSHIP ACT 2006** in which after completion of construction of building both the Land owners and Developers shall be absolute owner of their respective shares i.e. owner's of share 50% (fifty percent) built up area and Developers share 50% (fifty percent) of built up area.

38. The name of the building shall be **"KAPIL NAGINA APARTMENT"** as per the mutual agreement of the land owners and builder.

SCHEDULE - I

All that peace and parcel of land measuring an area of total measuring 28 (Twenty eight) decimal situated at Mauza- Mustafapur, Police Station and Sub Registry office Danapur, Sadar Registry and District Patna being Tauzi No. 5276, Thana No. 36, Khata No. 201, Survey Plot No. 660 i.e. 14 decimals by each two Registered Sale deeds dated 8.9.89 and dated 29.12.89 executed by Munshi Sao, Son of Late Moti Sao of village- Kothawan, Police Station- Khagaul District- Patna in the name Smt. Sunanda Singh the above named owner No.1 which is bounded as follows:-

Sunanda Singh 15.4.17

Ankit 15/4/17

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Ghanshyam Patwari 15/4/2017

North:- Global School
South:- Radiant Plot
East:- Radiant Plot
West:- Pain (Ahar)

SCHEDULE-II

SPECIFICATION OF MULTISTORIED BUILDING TO BE CONSTRUCTED AND TO BE NAMED AS "KAPIL NAGINA APARTMENT" over the lands details noted in Schedule-I to this Development Agreement.

STRUCTURE: R.C.C. frame structure with brick work in Cement mortar as per design and specification of the structure consultants. All the Internal walls shall be of 5" thick.

CHOWKHATS: Door frames of sal wood.

MAIN DOOR: 32 mm flush door with both side polish over veneer.

OTHER DOOR: 30 MM thick ISI mark flush door.

WINDOW: Two track aluminum window with aluminum grill or UPVC frames with glazed shutters.

FLOORING: Vitrified flooring 800 x 800 or 800 x 1200 sixe in drawing, dinning & 600 x 600 in Room.

KITCHEN: (a) Flooring- Vitrified tiles Matt Finish (Anti skid)
(b) working platform- Granite Slab of black.
(c) Dado- 24" high tiles.
(d) Sink steel sink of JAYNA/ Iauri 1 or equivalent.
(e) Aqua Guard point provision
(f) Modular Kitchen below kitchen counter

DINING SPACE: provision of one wash basin or vanity of 600 mm size.

BATHROOM: (a) Flooring- Floor Tiles Matt finish (Anti Skid)
(b) Walls Glazed tiles up to 7' height in 600 x 300 size.
(c) Sanitary- White Glazed vitreous sanitary ware of ISI mark Hindware or equivalent.

Surendra Singh 15.4.17
Ankit 15/4/17
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Ghanshyam Patwari 15/4/2017
Sangeeta Patwari 15/4/2017
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Anand 15/4/17

(d) Fittings- Chromium plated fitting of Grobe/ Ceramics or equivalent.

(e) Cistern- Concealo Cistern

(f) washing machine point with inlet & outlet provision

(g) Rain shower in Master toilet of 600 x 600 size.

(h) Hot & cold water connection points for geezer.

ELECTRICAL: (a) All internal wiring in concealed conduits with copper wires of ISI mark.

(b) All electrical switches and accessories of L & T/ G.M./ Carabratree/ Havels make or equivalent.

T.V./ TELIPHONE: Two T.V. point and two telephone plug point provided in the Drawing room and master bed room.

CABLE: connection for D.T.H. Antena on Top. Two cable point provided in the drawing room and master bed room/ & provision for internet point.

CEILING: cornice in living, dinning & bed rooms.

RAILING: Stainless steel railing in staircase.

INTERNAL WALL: All internal wall shall be finished with plaster of paris or lime putty.

EXTERNAL WALL: All external wall shall be painted with weather coat after laying of Birla Putty/ Brick Tiles/ Texture or As per Architect's decision.

PARKING: 1' x1' Digital floor tiles of Pavit, Excel/ Endura or equivalent.

TOILET: Double coat of Techoxy treatment of Sika or equivalent.

BORING: Boring & Tube well of adequate capacity by direct/ reverse circulation machine with adequate capacity KSB or equivalent make submerisible pump.

PARKING: Ample Car parking spaces through its well driveway.

COMMON TOILET: common toilet for servants in ground floor.

Sunanda Singh
15.4.17

Prateek
15/4/17

Ankur
15/4/17

Bhawna
15/4/17

Sangeeta Patwari
15/04/2017

Ghanshyam Patwari
15/4/2017

LIFT: Elevator of a standard company like kone/ otis of eight passenger capacity will be installed.

GENERATOR: Generator of adequate capacity of Cummins/ Kirloskar made for stand by Power supply.

INTERCOM: Intercom facilities provided in each flat.

TERRACE: Cool roof tiles of Pavit or equivalent.

FIRE FIGHTING: As per approved drawing by Danapur Municipality.

IN WITNESS WHEREOF the parties here to have executed and deliver these presents at Patna on day, month and year first above written, signed and delivered after reading over and explained to all of us.

Witness: - **Signature of the Land owners**

1

Mukesh Kumar s/o
Late Ram Lakhan Roy
Sultanpur Danapur Patna
15/04/2017

2

सुधीर कुमार
पिता श्री - [illegible]
ग्राम - मठहरी, थाना मनेर
जिला - पटना
15/4/2017

1 [illegible] 15/04/2017

2 Sunanda Singh 15.4.17

3 Pratik 15.4.17

दस्तावेज जांचें

4 Ankit 15.4.17 15.4.17

हस्ताक्षर

5 Bhanu 15/4/17

[illegible] अधिवक्ता ने पाया। 15/4/17

Drafted by

Mukesh Kumar
Danapur, Patna
Lic No 260/02

Signature of Developer

Sangeeta Patwari

Ghanshyam Patwari
15/4/2017