Serial No. 5823 Circle:-:Patna (K): 2800 2019 05 240814 Book No. :- 1 Deed No. 5304

INDIA NON JUDICIAL
Government of Bihar
e-Stamp

Certificate No.	:	IN-BR03085389348786R
Certificate Issued Date	:	24-May-2019 12:23 PM
Account Reference	:	SHCIL (FI)/ brshcil01/ PATNA/ BR-PAT/ PTC
Unique Doc. Reference	:	SUBIN-BRBRSHCIL0103470321478414R
Purchased by	:	PATWARI PROJECTS
Description of Document	:	Not Applicable
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	Not Applicable
Second Party	:	PATWARI PROJECTS
Stamp Duty Paid By	:	PATWARI PROJECTS
Stamp Duty Paid (Rs.)	:	6,88,700(Six Lakh Eighty Eight Thousand Seven Hundred 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.)	:	7,09,700 (Seven Lakh Nine Thousand Seven Hundred only)

Serial No. 5823 Deed No. 5304

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

This document was presented for registration on **24/05/2019** by **Anand Kumar**
A Stamp Duty of Rs. **693700**/- and other Fees of Rs. **21000**/- has been paid in it.
The document was found admissible. The Names, Photographs, 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. **5304** in Book No. **1**, Volume No. **122** on pages from **403** to **426** and has been preserved in total **24** pages in C.D. No. **18** / Year **2019**

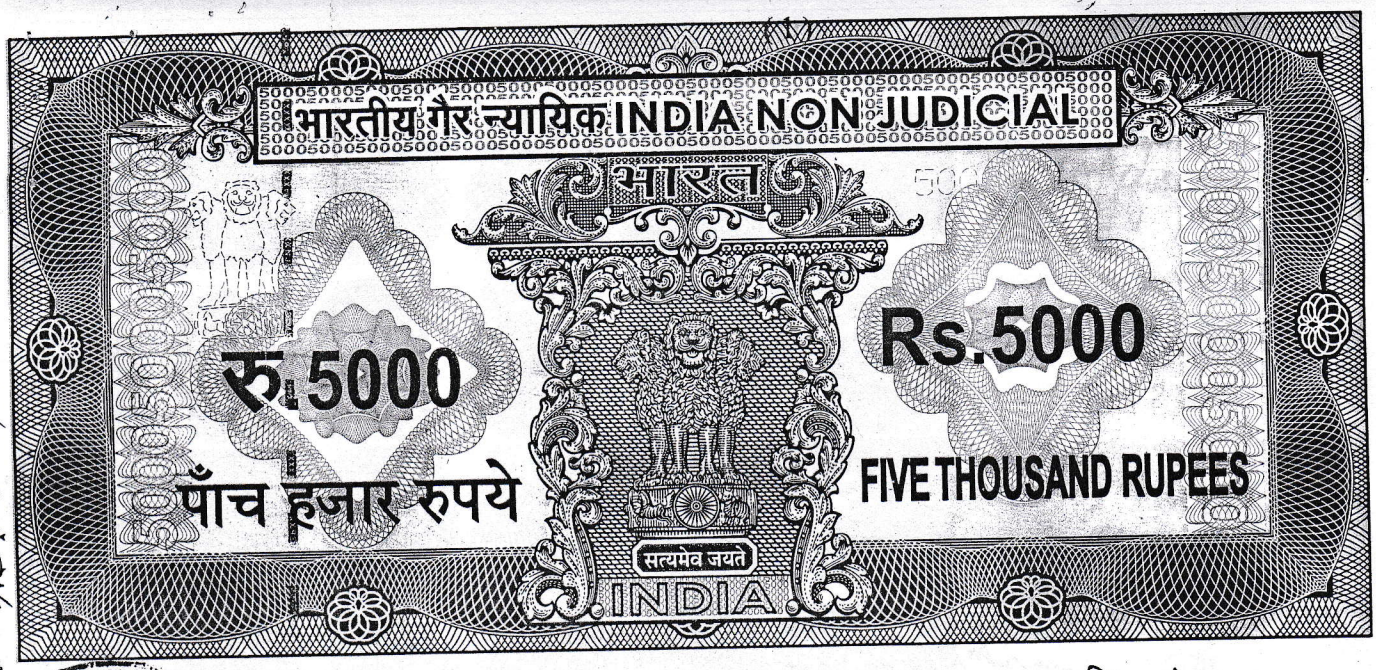
Signature with Date
(**Satya Narayan Choudhary**)
Date: 28/05/2019 Token No: 5897 /2019 Registering Officer, **Patna**

SCANNED BY

..... Do not write or type below this line .....

0008304157

Statutory Alert:
1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as



बिहार BIHAR

254771

क्र०.....तिथि.....मूल्य.....वास्ते.....प्लॉट सं०.

क्रेता का नाम एवं पता.....

ओम प्रकाश ग्रुप, मुद्रांक विक्रेता
ला० नं०-57/90 , समाहरणालय, पटना

24/5/19

24/5/19

24/5/19

स्टाम्प की जाँच कर ली गयी
एवं
में अंकित वर्णित विवरणी के अनुसार सही पाया।
24/5/19
जाँच लिपिक
(अंचल अधिकारी, पटना)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 22nd day of May 2019 of the Christian Era.

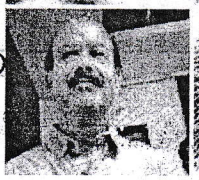
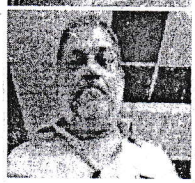
For PATWARI PROJECTS
Sangeeta Patwari
24/5/19
Partner

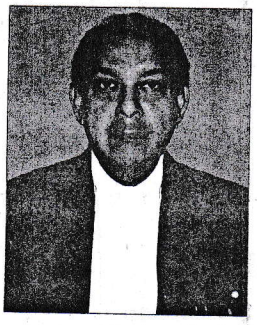
For PATWARI PROJECTS
Partner
24/5/19

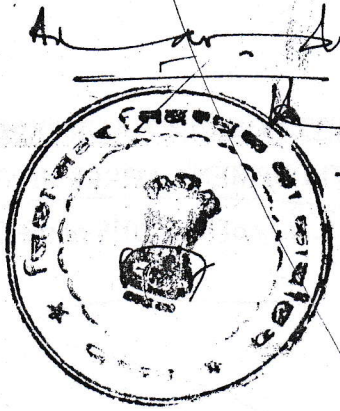
For PATWARI PROJECTS
Partner
24/5/19

District Registry Office,Patna

Token Number 5897	Reg. Year 2019	Serial Number 5823	Deed Number

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Ghanshayam Patwari (Partner)						
Sig.	Ghanshyam Patwari 24/5/19						
Claimant	Sangeeta Patwari						
Sig.	Sangeeta Patwari 24/5/19						
Claimant	Vedant Patwari						
Sig.	Vedant Patwari 24/5/19						
Presented By	Anand Kumar						
Sig.	24/5/19						
Executant	Anand Kumar	Photo	Thumb	Index	Middle	Ring	Little
Sig.	24/5/19						
Executant	Reeta Anand						
Sig.	Reeta 24/5/19						
Identified By	Satyendra Kumar Singh						
Sig.	Satyendra Kr Singh 24/5/19						





24/5/19

BETWEEN

1. **SRI ANAND KUMAR, (PAN-AHHPK 5929L),** son of Late Kedar Nath Brahamchari,
2. **SMT. REETA ANAND,** wife of Sri Anand Kumar, **(PAN – AITPA 5651J),**

Residents of Village – Warsaliganj Bazar, P.S. – Warsaliganj, P.O. – Warsaliganj, District – Nawada, Bihar and presently both residing at M.I.G. 156, Hanuman Nagar, Patna-800020, P.S. – Patrakar Nagar, P.O. – Kankarbagh, District – Patna, BiharIndian Citizen, Hereinafter called the **LAND OWNER**, (which expression shall unless repugnant to the context or meaning thereto shall mean and include their heirs, assignees, Legal representatives, Nominees and/or successors-in-interest), of the **FIRST PART**. Mob - +91 9431048010

AND

PATWARI PROJECTS, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at 4, Om Complex, S.P.Verma Road, Patna – 800001, **(PAN - AATFP9263B,** represented by its authorized Partner1. **MR. GHANSHYAM PATWARI** S/o Late Durga Dutta Patwari**(PAN - AGDPP5930B; AADHAR NO - 3985 6653 5592)& 2. SMT. SANGEETA PATWARI,** wife of Sri Ghanshyam Patwari and 3-VEDANT PATWARI, **(PAN–BZWPP3589H; AADHAR NO -7819 9333 0362)** son of Sri Ghanshyam Patwari, all residents of 401, Vishal Tilak Raj Apartment, Bank Road, Patna 800001, Indian Citizen hereinafter called **BUILDER / VENDOR / FIRM** which expression unless repugnant to the context shall mean and include its/their legal heirs, legal representatives, nominee/nominees, administrators, successors and assignees, of the SECOND PART.
Mob - +91 9431018896

RECITALS

WHEREAS, the owners above named have purchased by own funds a piece of land total measuring 16000 sq. ft. (Sixteen thousand Square feet) i.e. 36.7309 decimals, situated at Mauza – Digha, Pargana and Survey Thana – Phulwari, present P.S. – Digha, Sub Registry Office and Sadar Registry Office and District – Patna, bearing Thana

For PATWARI PROJECTS
Partner

For PATWARI PROJECTS
Partner

For PATWARI PROJECTS
Partner

For PATWARI PROJECTS
Partner

नोडिशाकुल पब्लिकेशन द्वारा प्रकाशित एवं विक्रय हेतु नाम का स्वामित्व किया गया दिया गया। दिया संख्या 1797 पंजीयन 1095, 1096, 1097, आदि = 16 16000 पंजीकृत अन्य विक्रेता दस्तावेज के अनुरूप पाया गया आवश्यक परते एवं दोषारोपण पर किया पाया,

नोट- पेपर पर ₹ 5 के स्टाम्प 13 05 को अंकित किया गया है।

सुरेन्द्र प्रसाद सिंह,
लिपिक, जिला निबंधक कार्यालय
27-5-2015

No. 1, Tauzi No. 5584, Khata No. – 1797, Survey Plot No. 1096 by nine registered Sale Deeds details mentioned belows:-

(A) The Land owner No. 1 Sri Anand Kumar purchased the Land measuring 2000 sq.ft. i.e. 4.5920 Decimals situated at Mauza – Digha, District – Patna, bearing Thana No. 1, Tauzi No. 5584, Khata No. – 1797, Survey Plot No. 1096, purchased it by virtue of registered Sale Deed dated 09.02.2018 from Smt. Nilam Sharma, wife of Sri Thakur Binay Kumar Sharma, bearing Book No.1, Deed No. 1226 registered at District Registry office, Patna. Jamabandi No 19966 of 2012-13

(B) The Land owner No. 1 Sri Anand Kumar purchased the Land measuring 3000 sq.ft. i.e. 6.888 Decimals situated at Mauza – Digha, District – Patna, bearing Thana No. 1, Tauzi No. 5584, Khata No. – 1797, Survey Plot No. 1096, purchased it by virtue of registered Sale Deed dated 28-05-2018 from Smt. Sumita Singh, wife of Sri Ujjwal Singh, bearing Book No.1, Deed No. 6238 registered at District Registry office, Patna. Jamabandi No 20642 of 2013-14

(C) The Land owner No. 1 Sri Anand Kumar purchased the Land measuring 1000sq.ft. i.e. 2.295 Decimals situated at Mauza – Digha, District – Patna, bearing Thana No. 1, Tauzi No. 5584, Khata No. – 1797, Survey Plot No. 1095 measuring 1.6072 Decimal & Plot no. 1097 measuring 0.6888 decimals, purchased it by virtue of registered Sale Deed dated 05-04-2019 from Smt. Jai Kumari Devi, wife of Sri Rudal Pratap Singh, bearing Book No.1, Deed No. 3643 registered at District Registry office, Patna. Jamabandi No 22173 of 2018-16

(D) The Land owner No. 1 Sri Anand Kumar purchased the Land measuring 2000 sq.ft. i.e. 4.5920 Decimals situated at Mauza – Digha, District – Patna, bearing Thana No. 1, Tauzi No. 5584, Khata No. – 1797, Survey Plot No. 1096, purchased it by virtue of registered Sale Deed dated 14-12-2018 from Smt. Rekha Kumari, wife of Sri Rahul Kumar, bearing Book No.1, Deed No. 3653 registered at District Registry office, Patna. Jamabandi No 22090 of 2017-18

(E) The Land owner No. 2 Smt. Reeta Anand purchased the Land measuring 2000 sq.ft. i.e. 4.5920 Decimals situated at Mauza – Digha, District – Patna, bearing Thana No. 1, Tauzi No. 5584, Khata No. – 1797, Survey Plot No. 1095 & 1096, purchased it by virtue of registered Sale Deed dated 09.02.2018 from Smt. Usha Jha, wife of Sri

24/3/19

24/3/19

For PATWARI PROJECTS
Vedant Pathania
Partner
24/3/19

For PATWARI PROJECTS
Sangeeta Patwari
24/3/19 Partner

For PATWARI PROJECTS
Ghanshyam Patwari
Partner 24/3/19

Ashok Kumar Jha, bearing Book No.1, Deed No. 1223 registered at District Registry office, Patna. Jamabandi No 18997

(F) The Land owner No. 2 Smt. Reeta Anand purchased the Land measuring 2000 sq.ft. i.e. 4.5920 Decimals situated at Mauza – Digha, District – Patna, bearing Thana No. 1, Tauzi No. 5584, Khata No. – 1797, Survey Plot No. 1095 & 1096, purchased it by virtue of registered Sale Deed dated 09.02.2018 from Smt. Suman Sharma wife of Sri Suresh Chandra Sharma, bearing Book No.1, Deed No. 1224 registered at District Registry office, Patna. Jamabandi No 19732 of 2012-13

24/8/19

(G) The Land owner No. 2 Smt. Reeta Anand purchased the Land measuring 2000 sq.ft. i.e. 4.5920 Decimals situated at Mauza – Digha, District – Patna, bearing Thana No. 1, Tauzi No. 5584, Khata No. – 1797, Survey Plot No. 1095 & 1097, purchased it by virtue of registered Sale Deed dated 09.02.2018 from Smt. Urmidola Das, wife of Sri Ajit Kumar Das, bearing Book No.1, Deed No. 1225 registered at District Registry office, Patna. Jamabandi No 20600 of 2013-14

24/8/19

(H) The Land owner No. 2 Smt. Reeta Anand purchased the Land measuring 1000 sq.ft. i.e. 2.2960 Decimals situated at Mauza – Digha, District – Patna, bearing Thana No. 1, Tauzi No. 5584, Khata No. – 1797, Survey Plot No. 1097 & 1095, purchased it by virtue of registered Sale Deed dated 28-05-2018 from Sri Mahesh Prasad Singh, son of Sri Gorakh Singh, bearing Book No.1, Deed No. 6239 registered at District Registry office, Patna. Jamabandi No 128

(I) The Land owner No. 2 Smt. Reeta Anand purchased the Land measuring 1000 sq.ft. i.e. 2.2960 Decimals situated at Mauza – Digha, District – Patna, bearing Thana No. 1, Tauzi No. 5584, Khata No. – 1797, Survey Plot No. 1097 & 1095, purchased it by virtue of registered Sale Deed dated 28-05-2018 from Sri Mahesh Prasad Singh, son of Sri Gorakh Singh, bearing Book No.1, Deed No. 6240 registered at District Registry office, Patna. Jamabandi No 128

Thus the owners have purchased all together 16000 Sq.ft. of land by above mentioned registered sale deeds in one block and the owners being the purchasers have been coming in exclusive physical possession over their respective purchased lands and their names have been so mutated in the State sarista and the rent receipts are being granted in their names separately.

For PATWARI PROJECTS
Partner

For PATWARI PROJECTS
Partner

AND WHEREAS, the aforesaid both the owners having absolute right, title and interest in the said land being the joint members having equal shares in the said total land and they are jointly coming in actual physical possession of the said land as it absolute owners.

AND WHEREAS, the said land is declared to be the under the Jurisdiction of PMC/PMAA area. The area in which the said property is located has been designed as residential area and whereas the owners convenants that the aforesaid property is in the exclusive physical possession free from all the encumbrances, debts, charges and is in marketable condition, the owner has good rightful power and absolute authority and title to transfer the whole or part of the Schedule property.

AND WHEREAS, the owner is interested in getting a multistoried residential building complex and site developed and constructed as per prevailing Patna Regional Development Authority (Now Dissolved) PMC/norms on the Schedule property and acquiring constructed area in the said multi storied building complex.

AND WHEREAS, the developer interested in developing and construction a multi storied residential building complex on the said site as per the prevailing Patna Regional Development Authority (Now Dissolved) PMC/PMAA norms on the schedule property as mentioned in Schedule – A at their own cost and finance.

NOW THIS AGREEMENT WITNESS THE AS FOLLOWES:-

1. That "the owners" will mean the party to the first part of this agreement, named above and this terms or expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs executors, administrators, representatives and assigns.

1.1 That "the developer" will mean the developer above named and this term or expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors or assign.

1.2 That "The Multi storied Building complex" shall mean flats parking space, tenements common pool areas and other common utility space and items to make them functional in all respects. This shall also

For PATWARI PROJECTS
Partner

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Partner

include the development of the site and boundary wall with proper security arrangement.

1.3 That "the unit" shall mean flat with joint ownership of its floor, roof and common walls.

1.4 That "the plans" shall mean the plans design of the multistoried building complex to be constructed.

1.5 That "The parking space" shall mean the covered space reserved in the multistoried building complex for parking of two wheelers and four wheelers (light motor vehicle only).

1.6 That "The Architect" wall mean architect or Architects duly registered by the council of Architecture and holding a valid license issued by PATNA REGIONAL DEVELOPMENT AUTHORITY (NOW DISSOLVED) PMC/PMAA.

1.7 That covered area shall mean the covered area as defined in the bye-laws or regulation of Patna Regional Development Authority (Now dissolved) PMC/PMAA.

1.8 That the "Uncovered Area" shall mean all such spaces shall not fall under the category of covered area as mentioned in Para 1.7 of the agreement.

2. **OWNERS AND DEVELOPERS SHARE**

2.1 That the owners are seized and in possession of the schedule property. and with to develop the land by construction multistoried residential complex thereon and have offered the developer the said piece of land to develop it by constructing flats, parking space and other tenements, the developer shall not lower down the land than existing at present.

2.2 That the developer has accepted the offer to the multistoried residential building at their own cost following the norms of the Patna Regional Development Authority (Now Dissolved) PMC/PMAA in the multistoried residential building as per the prevailing Patna Regional Development Authority (Now Dissolved) PMC/norms on the schedule property of the owner herein referred to as "The multistoried building complex" as defined in Para 1 of this Agreement and give 50% (Fifty percent) of the permissible maximum total construction area of the multi storied building complex to the owners. The owners will have the absolute right over this share and there shall not be any kind of the

For PATWARI PROJECTS Partner 24/8/19

For PATWARI PROJECTS Sangeeta Patwari 24/8/19 Partner

For PATWARI PROJECTS Partner 24/8/19

interference or encumbrances by the Developer in the 50% (Fifty percent) share of the Land Owners.

2.3 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 Non refundable and non adjustable amount of Rs. 48,00,000/- (Rupees forty eight lac) only against royalty to the owner.It has also been decided and agreed in between the owners and Developer that out of the said total amount of Rs. 48,00,000/- (Rupees Forty eight lac), Rs. 24,00,000/- (Rupees twenty four lac) only shall be paid by the Developer in equal share to both owners separately by cheques which amount shall be deemed to as against consideration money of the proportionate share in the land.

2.4 That Developer out of the said total payable amount of Rs. 48,00,000/- (Rupees Forty eight lac) only has paid Rs. 24,00,000/- (Rupees Twenty four lac) only to each land owners as per details given below.

(i) Land Owner No. 1, Sri Anand Kumar by Cheque No. 001124 dated 10.05.2019 of ICICI, Fraser Road Patna amounting to Rs. 10,80,000/- (Rupees Ten Lac Eighty thousand) only.

(ii) Land Owner No.1 Sri Anand Kumar by Cheque No. 001126 dated 09.05.2019 of ICICI, Fraser Road Patna amounting to Rs. 10,80,000/- (Rupees Ten Lac Eighty thousand) only.

(iii) Land Owner No. 2, Smt. Reeta Anand by Cheque No. 001125 dated 10.05.2019 of ICICI, Fraser Road Patna amounting to Rs. 10,80,000/- (Rupees Ten Lac Eighty thousand) only.

(iv) Land Owner No.2 Smt. Reeta Anand by Cheque No. 001127 dated 09.05.2019 of ICICI, Fraser Road Patna amounting to Rs. 10,80,000/- (Rupees Ten Lac Eighty thousand) only.

These amounts has been paid after deducting 10% TDS on amounts to be paid in total.

2.5 That the owners has agreed and offered the developer to undertake the development of the said premises on the schedule land and to interest the right to sell, transfer and convey to the extent of the remaining 50 (fifty percent) of total constructed area of the building complex to the customers in accordance with above para and the developer has agreed to undertake the development of the flats parking space tenements and all such constructed area of the building complex

24/5/19

24/5/19

For PATWARI PROJECTS
Partner
24/5/19

For PATWARI PROJECTS
Partner
24/5/19

For PATWARI PROJECTS
24/5/19

to the customers in accordance with above para and the developer has agreed to undertake the development of the building complex on the schedule land and to sell the flats parking space tenements and all such constructed areas in accordance with Para 2.2 i.e. up to 50% (Fifty percent) of his Share only.

2.6 That the owners share mean and include flats, parking space tenements in all floors and all sides and all such constructed area in accordance with 2.2 and the remain 50% (fifty percent) shall be the exclusive share of the owners.

3. **ACCESS TO THE SITE:**

3.1 That the owner/owners hereby and from the date of the execution of this registered agreement empower the developer to develop the land and construct building complex on the schedule property after Sanction of the building Plan.

3.2 That all expenses in connection with the preparation of the building drawing or plan through the architect and the approval thereof by the PMC/PMAA competent authority shall be borne by the developer.

3.3 That the developer shall be solely liable for all liabilities and legal consequences arising out of or concern with the contravention of the plan approved or to be approved by the authorities and law and regulation governing its construction.

3.4 That the owner shall have not objection if the developer submits the building drawing or plans with the consent of land owner and the Owner shall Sign the Building plan.

3.5 That the developer shall hand over a copy of the approved drawing or maps or plans to the owners within one month of the approval of the same by the competent authority. The drawing or maps or plans shall includes complete details of development activities and demarcate the landlords share before construction in each floor from before.

4. **SPECIFICATION THE BUILDING COMPLEX AND THE DEVELOPED SITE**

4.1 That the specification of the building complex and the delivered site shall be as per Schedule – B.

For PATWARI PROJECTS
Partner

For PATWARI PROJECTS
Partner

For PATWARI PROJECTS

4.2 That there is no notice or order passed by the Patna Regional Development Authority PMC/PMAA or any other body or authority or set back or acquisition of the Schedule property or any thereof and there is no requisition of whatsoever nature by the Municipality or other body or authority concerning or affecting the Schedule property or any part thereof.

4.3 That there are no statutory claims, demands, attachment or prohibitory order made or issued by the taxation authorities revenue authorities, Municipal Authority or any Government or other local bodies or authorities concerning or affecting the Schedule property or any part thereof.

4.4 That there are no attachment either before or after judgment and there are no claims, demands suits, decree injunction, orders, insolvency notices, partition or adjudication order made or issued by or at any instance or any part thereof.

4.5 That the owner hereby irrevocably undertake not to sell dispose alienate the schedule land or any part thereof save except putting developer in possession not any deed, matters or things shall be in contravention of the declaration made in the preceding Paras.

4.6 That all the outgoing in respect of the schedule property from the date of signing of this agreement hereunder shall be borne and paid by the developer, who however shall not be liable or any of the outgoing of the property relating to the period prior to this date, which shall be the liability of the owner lone.

4.7 That the possession of the site to the developer as the agents of the owner is only for the purposes of executing this agreement and under no circumstance the developer will be entitled to do any act or deed, beyond the scope of this agreement.

4.8 That the developer has not been convicted by any court of law.

4.9 That the developer has sufficient financial resources, man power technical men and equipment and managerial personals to executed this agreement.

4.10 That the developer has not been debarred by any competent, court of government or any local body from carrying out activities undertaken in this agreement or anylike activities.

24/8/19

24/8/19

24/8/19

For PATWARI PROJECTS
Vedant Pathania
Partner
24/8/19

For PATWARI PROJECTS
Sangeeta Patwari
24/8/19
Partner

For PATWARI PROJECTS
Ghanshyam Patwari
24/8/19
Partner

4.11 That the developer shall not carry out any unlawful or illegal activities on the site ~~nor shall keep~~ any unlawful materials or articles at the site and if any act, activities against the law of material/article illegal are found at the site then only the developer shall be soley responsible for the same. At the same time the developer shall be required to do all such ~~things which are mandatory~~ under the prevailing law. The developer shall also be responsible for consequence or all such activities and act, omission and commission and any tings or act which is unlawful or wrong in the eye of law and there shall be no liabilities or responsibility of the owner. The developer categorically indemnifies the owner if for any omission or omission or activities or happening or incident at the site or in relation the activities to be carried out pursuant to this agreement for penalty or compensation or charge payable or punishment provided under the law.

4.12 That if the buyers wants to obtain loan/project finance from any financial Institution for the purpose of flats in order to help the buyers, the Developer may stand as their Guarantors and may mortgage his 50% share of the concerned Building after construction of the proposed building as security for the said loans but this mortgage shall be called of after the final sale deed is executed with regards to the flat/flats in favour of the buyers by the Developer. "For repayment of the loans in such conditions only buyers and Developer shall be liable. The Owners and their property in no case shall be liable for repayment of the such loan procured by the buyers.

4.13 That the Developer will entitled to allot and sell their 50% share of premises and relies the sale proceeds thereof for development and construction of the buildings and for their own use while remaining 50% of the built up area shall always remain in possession of the owners in their absolute title and possession over the same.

4.14 That if any dispute arises during the construction period relating with the title of the land, and time lapsed in solving the dispute shall not be included with time schedule specified in the development agreement.

For PATWARI PROJECTS
Partner

For PATWARI PROJECTS
Partner

For PATWARI PROJECTS
Partner

5. **DEVELOPMENT**

5.1 That the owner hereby authorized the developer to do all acts, deed or matters, things and in particulars subject to the other provision of this agreement.

5.2 To have the plans of the proposed building complex to be constructed on the schedule property amended in accordance with rules and regulations of the concerned competent authorities with applications for approval and sanction and to do and sign all writings and undertaking as may be necessary in connection with approval and sanctioned of such plans.

5.3 To appoint architects, surveyor, engineers and constructor and other person of persons.

5.4 To make application to the concerned authorities for permit or permit or quota or quotas of cement, steel and other controlled building materials.

5.5 To obtain electric connection or connections in the name of the developer for the purpose of executing this agreement.

5.6 To accept service of any writs. Summons, suits or any other legal process of notices and to appear and present in any court or before any Magistrate Judicial tribunal and other tribunals in connection with the development of the building complex and site and to commence or file suits, actions, or proceedings in any court or before any public officer or tribunal and for any of the purposes aforesaid, to sign, execute and deliver or file necessary Vakalatnama claims plaints order application, affidavits, petitions all measure at its own cost and reasonable advice of the owner in this regard shall be obtained by the developer at all times.

5.7 That In case of any legal proceeding in any court of law or any problem arises in any case against the right, title and interest of the owners, the owner shall take all measures to solve the matters in his own cost.

5.8 That during the development of the building complex and site the developer shall not do any thing violation of the existing law and regulation.

5.9 That the developer shall develop the building complex and site as per the approved plans.

For PATWARI PROJECTS
Partner

For PATWARI PROJECTS
Partner

For PATWARI PROJECTS
Partner

5.10 That the developer shall not employ child labour.

5.11 That the developer shall maintain high standard of qualities of constructions and use all the fittings of ISI mark materials and provide lift and boring.

5.12 That the developer shall ensure close monitoring and supervision of all the work in order to ensure quality.

5.13 That the developer shall incorporate the specifications mentioned in Schedule –B strictly while developing the building complex site.

5.14 That the developer shall take the electricity connection in his own name and on completion of the building will hand over the possession of the building the develo0per shall transfer or cause to be transferred all electricity connection to the common pool area in favour of the maintenance committee.

5.15 That the developer shall submit the plan to the Patna Regional Development Authority ~~(Now dissolved) PMC/within one~~ months of this agreement and get passed the plan from Patna Regional Development Authority (Now Dissolved) PMC/PMAA within six months from the date of agreement by any unavoidable reason, if not the agreement shall be cancelled by mutual consent.

5.16 It is agreed that in all transfer/conveyance for land and/or built up area thereon the purchaser/transferee shall bear the cost of stamp duty, court, fees, and other registration charges.

5.17 The Developer further undertake as under:-

5.18 That it will not do any act of commission, omission, expressly or impliedly, directly or indirectly by which the owners right, title and interest over the said property may in any manner be adversely affected until the Developer has given delivery of possession of the Owner's area to the owners.

5.19 That they will indemnify the owners and always keep them indemnified and harmless in respect of all ~~claims, damage~~, compensation or expense payable in consequence of any injury or accident sustained by any workmen, artisan or invitees ~~or other~~ persons in the property whether in the employment of the Developer or not, in or upon the said property and during the period of construction of the

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said Building thereon, only the Developer/Builder will be responsible to face all consequences regarding it.

5.20 That in case and fine or penalty is imposed on the said building for any alleged deviations from the sanctioned plan, then the same shall be borne and paid by the Developer and of the said Building.

5.21 That the said owners area/share and the developers area/share shall be clearly demarcated within one month after passing of map or before the construction starts with the mutual consent of both the parties.

5.22 That Owners and their nominees shall solely and exclusively be entitled to the Owners area and they shall have absolute right, possession and interest over Owner area and shall be fully entitled to use and enjoy the same either themselves, individually or collectively shall be fully entitled to transfer, convey, grant otherwise allenate their interest, in any manner as deemed fit by them, to any person, Association of persons, firm body corporate, co-operative societies, Government agencies etc. on such terms and conditions as may be decided by the Owners individually or collectively.

5.23 That the owners and other nominees and the Developer their nominees shall jointly have undivided right title and interest over the total constructed building upon the land of the said property in their respective area of 50% (fifty percent) of owners and 50% (Fifty percent) of the Developer after being conveyed as aforesaid.

5.24 Similarly the Owners shall be fully entitled to enter into agreement for sale or otherwise allot flats, parking spaces and other tenement comprised in the Owners area in the said building which is 50% (fifty percent) of the total built up area and which does not form part of the Developer area and the Owners shall exclusively be entitled to realize all amount receivable under such agreements, sale deeds, deeds of allotment etc. for their own use.

5.25 That in case of dispute and difference arising out of or relating to this development agreement, the same shall be settled by reference of the dispute or difference to the arbitrators, appointed by both the parties under the provisions of the Indian Arbitration Act, 1997 (as amended from time to time)

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5.26 That in case, at any time in future, additional built up area on the said premises is permitted or sanctioned or constructed by the developer, this will be shared mutually with the same terms as contained in this Agreement and from this additional built up area 50% (fifty percent) will be owned by owners and balance 50% (fifty percent) will be owned by Developer.

6. **INSPECTIONS**

6.1 That the owners or their duly authorized representative or duly authorized technical personnel or worker may inspect the development work with a view assessing quality of works and the conformity to the terms and conditions land down in this agreement. The developer or his men or site shall facilitate such inspection by providing desired information and data and by showing the ongoing constructions activities, materials, being used and quality control measure any day during working in progress.

7. **NAME OF THE APARTMENT/BUILDING**

7.1 That thename of the apartment will be "ANAND RESIDENCY" and it can be changed by mutual agreed between the owner and the developer.

8. **POSSESSION BY THE DEVELOPEER TO THE OWNERS SHARE**

8.1. That the owner shall take possession of his share only after the completion of the development in accordance with the specification laid down, complete in all respect and without any defect therein and the completion of the structural and common facilities fully functional mentioned in this agreement.

8.2 That the owner and or his nominees and/or his/her Legal heirs shall have same right, title and interest to use and enjoy all common passage, lobbies etc. as occupier of the developer shall will have.

9. **TRANSFER OF PROPERTY**

9.1 That the completion of the building complex and handing over the owners share of the constructed area to the owners, in terms of this development agreement will remain with him and will be dispose off according to the sweet will of the Land Owners.

9.2 That the developer shall be entitled to allot and agree to sell their 50% (fifty percent) share of the constructed area as mentioned in this agreement.

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9.3 That the owner agrees and undertake that he shall execute and give an irrevocable power of attorney in favour of the developer for developer's area.

10. RESOLUTION OF THE DISPUTES.

10.1 That the owners and developer shall make every effort to resolve amicably by direct information negotiation and disagreement of differences or disputes arising between them under or in connection with this development or effects thereof and conditions with this development or effects thereof and conditions and implication thereof.

10.2 That if after 90 (ninety) days from the commencement of informal negotiations or even earlier incase of emergency, the owner or the developer have been unable to resolve amicably the disagreement or dispute either party may required that disagreement or difference or dispute referred for resulting to formal mechanism mentioned hereunder.

10.3 That in case of a dispute or difference or disagreement arising between the owner and the developer relating to an y matter arising out of or connected with this agreement, such dispute or disagreement shall be referred to whom both the parties have accepted as the sole arbitrator to decide all the disputes or disagreement Act 1940 as amended on time to time and his decision shall be final and binding on the both parties.

11. COMPLETION

11.1 That the developer shall complete the development of the building complex and site in all respects strictly as per specification agreed upon within any defect within the stipulated time period of three years from the date sanction of map by PMC or RERA approved whichever is Late with grace period of 6 months

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Partner

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Partner

15. That henceforth, with respect to the said property both parties, builder/developer and land owners are bind with all the provision of the Bihar Apartment Ownership Act, 2006.

16. That through this deed land owners gives all the power to the aforesaid Builder/ Developer to sale his own share in the building according to the Bihar Apartment Ownership Act, 2006

SCHEDULE - I

DESCRIPTION OF TOTAL LAND

All the piece and parcel of land measuring **16000 Square feet** more or less equals to 36.7309 Decimal situated at Mauza – **Digha**, Mohalla Nirala Nagar **(M.V.R. – 010 Zone code – 3)**Pargana and Survey Thana – Phulwari, present P.S. – Digha, Sub Registry Office and Sadar Registry Office and District – Patna, bearing **Thana No. 1** (One), **Tauzi No. 5584** (Five thousand five hundred eighty four), **Khata No. – 1797** (One thousand seven hundred ninety seven), **Survey Plot No. 1096, 1095 & 1097** (one thousand ninety six, one thousand ninety five & one thousand ninety seven) within the limit of Patna Municipal Corporation and the annual rent Rs. 10/- under Zamabandi (Demand) No. ....0..... of the year ...0..... payable to the Govt. of Bihar through the Circle Office, Patna Sadar in the name of Land Owner No. 1 and 2 and the same is bounded as follows:-

BOUNDARY

NORTH:- Part Plot No. 1095 & 1096

SOUTH:- Hari Narayan Singh

EAST:- Approach Road.

WEST :- Smt. Lalita Devi or Railway Hunder

VALUATION OF THE SAID PROPERTY IS RS 2,98,85,000/- AS PER GOVT.VALUE i.e Land Value of Rs. 2,93,85,000/- and Value of Boundary Wall of Rs. 5,00,000/- only

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SCHEDULE - II

SPECIFICATION OF MULTISTORIED BUILDING TO BE CONSTRUCTED AND TO BE NAMED AS ANAND RESIDENCY Over the lands details noted in Schedule –I to this development Agreement

(1) Structure : R.C.C. 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.

(2) Chwkhats : Door frames of sal Wood.

(3) Main Door : 32 mm flush door with both side polish over venner.

(4) Other Door : 30 mm thick ISI mark flush door

(5) Window : Two track aluminum window with aluminum grill or UPVC frames with glazed shutters.

(6) Flooring : Vitrified flooring of 600 x600 size in floor

(7) Kitchen : (a) flooring – Vitrified tiles matt finish (Anti skid)

(b) working platform – Granite slab.

(c) Dado – 24" high tiles

(d) Sink - steel sink of Jayna/Iaurati or equivalent.

(e) Aqua Guard point provision

(8) Dining space : Provision of one wash basis

(9) Bathroom : **(a)** Flooring Tiles Matt finish (Anti Skid)

(b) Walls Glazed tiles upto 7' height in 600 x 300 size or 450 x300

(c) Sanitary – white Glazed vitreous sanitary ware of ISI mark Hindware/Kohler equivalent

(d) fitting Chromium plated fitting of Kohler/Ceramics or equivalent.

(e) Cistern – Concealed Cistern/ Flush Valve

(f) Washing machine point with inlet & outlet provision

(g) Hot & Cold water connection points for geezer.

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10) 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./Crabtree/Havells make or equivalent.

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

(12) Cable : Connection for DTH Antena on Top. Two cable point provided in the drawing room and master bed room / & provision for internet point.

(13) Ceiling : Cornice in drawing room.

(14) Railing : Stainless steel railing in staircase.

(15) Internal wall: All internal wall shall be finished with plaster of paris or lime putty.

(16) 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.

(17) Parking : 1' x 1' Digital floor tiles of Pavit, Excel/Endura or equivalent.

(18) Toilet : Double coat ofofTechnoxy treatment of Sika or equivalent.

(19) Boring : Boring & Tube well of adequate capacity by direct/.reverse circulation machine with adequate capacity KSB or equivalent make submersible pump.

(20) Parking : Ample Car Parking Space through its well driveway.

21) Common toilet: Common toilet for servants in ground floor.

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

(23) Generator : Generator of adequate capacity of Cummins/kirloskar made for stand by Power supply.

(24) Intercom : Intercom facilities provided in each flat.

(25) Terrace : Cool roof tiles of Pavit or equivalent tiles.

(26) Fire Fighting : As per approved drawing by Patna Municipal Corporation.

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For PATWARI PROJECTS
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IN WITNESS WHEREOF, the aforesaid land owners and the Developer executed this Deed of Development Agreement in favour of each other in their good health and mind after having read and understood the contents of this Deed on the day, month and year aforementioned on the first in presence of the witnesses.

WITNESSES:

1.
Satyendra Kr Singh
S/o Chandra Hadhiva Singh
B5, C-D-A Colony
North Shastri nagar
Patna - 23
24/5/19

GNATURE OF THE LAND OWNERS

1. 24/5/19

2. 24/5/19

2. Ashok Kumar
49, Kaki Ramanath Path
Boring Road
Patna 800001
24/5/19

SIGNATURE OF THE DEVELOPER

1. For PATWARI PROJECTS
Gaurav Patwari 24/5/19
Partner

2- For PATWARI PROJECTS
Sangeeta Patwari 24/5/19
Partner

3. For PATWARI PROJECTS
Vedant Patwari 24/5/19
Partner

सभी प्रकार के रोक से मुक्त पाया
24/5/19
जाँच लिपिक

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. 693700/-	Amt.Paid By N.J Stamp Paper	Rs. 5000/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 709700/-

Registration Fee

FEE PAID												
	A1	0	C	0	H1b	0	K1a	0	Lii	0		
	A8	0	D	0	H2	0	K1b	0	Liii	0		
	A9	0	DD	0	I	0	K1c	0	Mb	0		
	A10	0	E	20000	J1	0	K2	0	Na	0		
	B	0	H1a	0	J2	0	Li	0				
									TOTAL-	20000		

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

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

Date: 24/05/2019

Registering Officer
Patna

Endorsement under section 52

Presented for registration at Registration Office, Patna on Friday, 24th May 2019 by Anand Kumar Late Kedar Nath Brahmachari by profession Others. Status - Executant

24/5/19

Signature/L.T.I. of Presentant **Date:24/05/2019**

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Satyendra Kumar Singh' age '55' Sex 'M', 'Chandra Madho Singh', resident of '85 C.D.A. Colony, North Shastri Nagar, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 24/05/2019

Registering Officer
Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office, Patna in Book No. 1 Volume No. 122 on page no. 403 to 426 for the year 2019 and stored in CD Volume No. 18 , year 2019. The document no. is printed on the front Page of the document.

Token No. : 5897 **Year : 2019** **S.No. : 5823** **SCORE Ver.4.1**

Date : 28/05/2019

Registering Officer
Deed No. : 1 No.
Patna

DEED NO: 5304

Token no 5823
Serial - 5897
Date 24/5/19



2 कट्ठा = 1600 वर्गफीट
आवासीय, पटना एवं स्टेशन
रोड पर स्थित पाया
पोर्ट पर पाउचड़ी कार्ड है
रजिस्ट्री किया हुआ जमीन है।

सुरेन्द्र प्रसाद सिंह,
लिपिक, जिला निबंधन कार्यालय पटना
27-5-2019