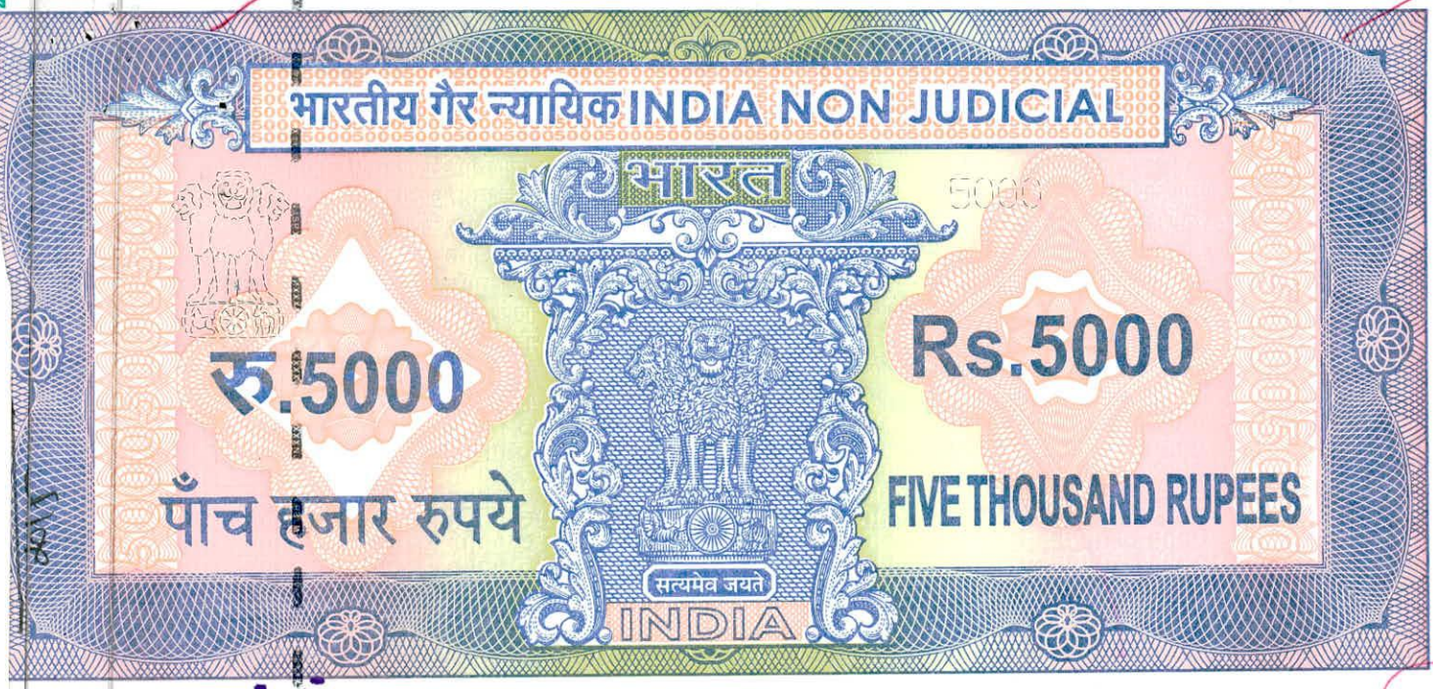
Serial No. 4641 Circle:-:Phulwari Sharif Book No. :- 1 Deed No. 4137



बिहार BIHAR A 496903 A 496903

Serial No. 4641 Deed No. 4137

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

This document was presented for registration on 08/05/2015 by Arun Kumar Sharma
A Stamp Duty of Rs. 846200/- and other Fees of Rs. 26575/- 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. 4137 in Book No. 1, Volume No. 100 on pages from 29 to 50 and has been preserved in total 22 pages in C.D. No. 16 / Year 2015

बिहार सरकार

Signature with Date
(Prashant Kumar)
Registering Officer, Patna

Date: 08/05/2015 **Token No: 4720 /2015**

SCORE 3.0

SCANNED

Development Agreement

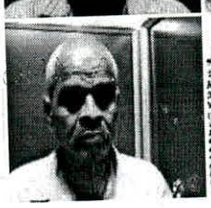
This Development Agreement made on the ……. Day of **May, 2015** at Patna.

Between

Dr. (Sri) Arun Kumar Sharma Son of Late Ram Kumar Sharma, resident of Bari Badalpur, P.S.- Khagaul,

District Registry Office,Patna

Token Number 4720 | Reg. Year 2015 | Serial Number 4641 | Deed Number 4137

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Chandan Rungta(Dir)						
Sig.		8/5/15					
Executant	Arun Kumar Sharma	N/A	N/A	N/A	N/A	N/A	N/A
Sig.							
Presented By	Arun Kumar Sharma						
Sig.	Arun Kumar Sharma 8/5/15						
Identified By	Vijay Kumar Sharma						
Sig.	विजय कुमार शर्मा 8-5-2015						

SCORE Ver.3.0 Powered by InfoSystem and Solutions,Patna Biometric Captured By 2800sop001

Arun Kumar Sharma
8/5/15

District Patna, presently residing at House No. 206-C, Top Floor, Type-5, Sector 24-A, Chandigarh, hereinafter referred to as the **LAND OWNER,** (which expression shall unless excluded by or repugnant to the context or meaning thereto mean and include his heirs, successors, executors, administrators, legal representatives, nominees and assignees) of the **FIRST** PART,

AND

M/s Shivam Heights and Infra a partnership firm having its office at 407, Ashiana Plaza, Budha Marg, Patna-800001 though its partner **Mr. Chandan Rungta** son of Mr. Krishna Kumar Rungta, Resident of 303/304, Ambition Residency, Exhibition Road, Patna-800001, in the state of Bihar, Indian Citizen, hereinafter referred to as the Builder/ Developer (which expression shall unless excluded by or repugnant to the context mean and include its Successor-in-office, Executors, Administrators and assign) of the **SECOND PART.**

AND WHEREAS, the above named party to the first part is the absolute owner of 01 Acre 27-1/8 decimals of land mentioned in SCHEDULE-I who acquired the aforesaid land under a family partition. Subsequently, he got his name mutated in government records and is paying ground rent to the state of Bihar through Circle office and accordingly rent receipt is being issued in his name.

AND WHEREAS, the aforesaid land and some other land are the ancestral property of the first part. All together 3.41 acres land originally belonged to Late Bhonti Mistry alias Bhonti Barahi. The said Bhonti Mistry alias Bhonti Barahi acquired the aforesaid property under a registered deed of Patta dated 16/06/1942 vide deed No. 4195 from Sri Hakim Abdul Salam and others. Subsequently, the said Bhonti Mistry alias Bhonti Barahi took possession of the said land and became the absolute owner. The said Bhonti Mistry alias Bhonti Barahi died leaving behind his 02 (Two) sons namely Sri Ramchandra Sharma and Sri Ram Kumar Sharma as his only legal heirs. After the death of Bhonti Mistry alias Bhonti Barahi, his above named 02 (Two) sons inherited the aforesaid property by the



right of survivorship and inheritance. Subsequently, the said Ramchandra Sharma died issueless. After the death of Ramchandra Sharma his share devolved upon his and their brother Sri Ram Kumar Sharma. Subsequently, the said Ram Kumar Sharma also died leaving behind his 02 (Two) sons namely Sri Vijay Kumar Sharma and Sri Arun Kumar Sharma as his only legal heirs. After the death of Ram Kumar Sharma his above named 02 (Two) sons inherited the aforesaid property by the right of survivorship and inheritance. They also got their names mutated in government records and were paying ground rent to the state of Bihar through Circle office and accordingly rent receipt was issued in their joint names. After some time a family partition took place between the above named two sons of Ram Kumar Sharma and as per the said Khangi partition 01 Acre 27-1/8 decimals land fell into the share of Sri Arun Kumar Sharma, first part land owner. He took possession of the aforesaid land and also got his name mutated in government records and is paying ground rent to the state of Bihar through Circle office and accordingly rent receipt is being issued in his name. The Circle office also issued land Possession certificate in the name of first part by its memo No. 662 dated 22/10/2011.

AND WHEREAS, the first part presently residing in Chandigarh and is facing great difficulty to manage and maintain the aforesaid property. Hence, he decided to develop and construct a multistoried building complex over 11361 Sq.ft. of land through a developer on conversion basis, the details of which are clearly mentioned in Scheduled of this development agreement.

AND WHEREAS, when the second part came to know the desire of the first part; **Mr. Chandan Rungta,** one of the partners of **M/s Shivam Heights and Infra** approached the first part and showed his willingness to develop his aforesaid land After negotiation between the parties, the Land Owner agreed to hand over 11361 Sq.ft land, as mentioned in Schedule-1, to the second part for its development on conversion basis.

AND WHEREAS, the property hereby to be developed, fully described in Schedule-I of this Development Agreement measuring an area about 11361 Sq.ft. equivalent to 26.08 decimals of land, little more or less, pertaining to Part of Survey Plot No 297, Khata No.145, under Thana No.38, Tauji No. 5439, situated in Mauza Nohsa, Pargana Phulwari, P.S.- Phulwari, Sub Registry office Phulwari, Sadar Registry office and District Patna.

AND WHEREAS, the above named land owner is seized and possessed of land or otherwise sufficiently entitled to transfer or enter into an agreement for Development with the developer for construction of one or more multistoried building complex over the Scheduled land.

AND WHEREAS, the land Owner and the Developer entered into a negotiation and on representation and declaration made by the Owner as hereinafter recorded and agreed upon between the parties hereto upon the terms and conditions hereinafter appearing.

IT IS REPRESENTED & DECLARED BY THE LANDOWNER:—

i) That the land fully mentioned in Schedule-1 of this Development agreement is under his exclusive possession with absolute right, title & interest and is free from all encumbrances and have full right and absolute authority and title to transfer and convey the whole or part of the said property, having full marketable title therein.

ii) That there is no attachment either before or after the judgment and there is no claims, demands, suits, decrees, injunctions, orders, lispendance, notices, petition or adjudication order affecting the said property or any part thereof.

iii) That the Landowner has not created any charge or encumbrances on the said property or any part thereof by way of sate, mortgage, exchange, lease, trust gift, assessment, rights, liens, agreement for leave and license, permission, rent, possession, charges, inheritance or any other encumbrance whatsoever.

08/05/15

Arun Kumar 8/5/15

iv) That no notice or notification for acquisition/requisition under any statute of the past or presently enforce, have been received, served or passed by the Patna Regional Development Authority (Dissolved), the Patna Municipal Corporation, Income Tax Department or any other government authorities for acquisitions or requisitions of the said land or any part thereof.

v) That except the above named land Owner and his its successors (Smt. Sanyukta, wife of Sri Arun Kumar Sharma, Sri Ashwarya Rajwardan & Aruneema, son & daughter of Sri Arun Kumar Sharma respectively) none else is entitled to or have any share, right, title and/or any interest over in respect of the said property or any part thereof in any manner whatsoever.

vi) That the Landowner is neither a benamidar nor a Trustee for anyone in respect of the said property or part thereof.

vii) The Land Owner declare and agree that any problem, litigation, claim arising due to any agreement made in the past or during the pendency of this agreement or any claim arising thereof has to be sorted out by the land owner himself and the developer in no case will be responsible to sort out the said problem, in this regard any loss monitory or otherwise arising due to above reasons the builder will be kept totally indemnified by the Land Owner.

2. AND WHEREAS, after negotiation, the aforesaid Developer offered and showed their willingness to construct one or more multistoried building complex over the scheduled land at its own cost and expenses, hereinafter referred to as the "building/ COMPLEX", and agreed to give and hand over 50% (Fifty percent) of the total super built-up area to the land owner/ First part in the proposed multistoried building complex in consideration for the value of the said property and the remaining area i.e. 50% (Fifty percent) of the total super built up area would be retained by the developer as developer's share in consideration of the cost of construction and both the parties will have absolute right, title and interest over their respective shares of the builtup area including parking space, roof top, basement, saleable and non-saleable areas.

2A. After the sanction of the plan the parties will mutually prepare a document reflecting therein allocation of the different portion of the built up area pursuant to the 50% of the respective parties which will be signed by the parties and authenticated by a notary public and the same shall be deemed to have formed part of this agreement, and will be the basis for the purpose of sale and registration deeds to be executed in favor of the buyers of the respective parties, i.e. Landowners and Developers area.

3. As a result of negotiation between the parties hereto and on the representation and declaration made by the owner as herein above recorded an agreement for development of the said property has been arrived at between the parties hereto upon the terms and conditions hereinafter appearing.

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

1. The Owner hereby appoint the aforesaid developer as the developer of the said property and irrevocably grant permission to develop, the aforesaid Land. The Developer hereby accepts from the Owner exclusive right, possession and license to develop the said property, fully described in Schedule-I of this Development agreement, hereinafter written in the manner and on the term and conditions hereinafter mentioned.

2. That 50% (Fifty percent) of the Owner's share in terms of flats, Shops, offices and other tenements will be distributed on each floor equally on prorate basis, location of which will be mutually decided after sanction of the building plan of the proposed multistoried building complex by the competent authority and entered into a share agreement distribution of marked units dually notarized.

3. That if any other adjacent land owner/owners become interested to develop his or their land through the above named developer, then the developer in his sole discretion may decide to amalgamate the said land with the land of the first part and to construct one or more multistoried building complex over the entire amalgamated land, and the land owners / FIRST PART

shall have no objection in the same. And the land owner will not be entitled to demand any extra benefit from the developer for the amalgamated land.

In such eventuality the landowner's share will be determined by calculating the built-up area in proportion to the landowner's land out of the total land used in that project.

4. It is also agreed between the parties that immediately after execution and registration of this Development Agreement the Developer shall prepare a building plan or drawing, for the entire land through a approved architect for construction of the proposed multistoried building complex for getting clearance by appropriate Government Authority.

A. That it is agreed between the parties that the developer will be fully entitled to get the building plan approved in its own name and signature and all the papers to be required for approval of the said building plan shall be provided by the land Owner to the developer but before submitting the proposed building plan with the concerned authority. The expenditure to be incurred to obtain such approval shall be borne and paid by the developer. A copy of application and approval letter will also be given to the land owner as a matter of record

B. That it is further agreed by the parties that any alteration in the aforesaid plan which is in the parameter of Patna Municipal Corporation building-Rules & Regulation, which may permit necessary shall require no consent/ permission of the Owner by the developer and the developer alone shall be entitled to make such alteration or modification. There shall no alteration except within permissible limits to the map approved by the Patna Municipal Corporation or the competent authority. Any violation of building byelaws will be sole responsibility of the developer and not of the land owner.

C. That it is agreed between the parties that the Ground and first floor of the proposed multistoried building complex shall be used for commercial purpose and rest of the floors will be used for residential / office/ mixed use purpose, but before sanction of the proposed building plan by the competent authority the parties may mutually decide to change its usages.

5. That the Owner agreed to convey, transfer or assign to the Developer free from attachments, charges & encumbrances 50% of undivided share in the said property as mentioned in Schedule-1 of this development agreement at and for consideration and on the terms & conditions mentioned hereinafter.

6. The Developer and the Owner have jointly assessed that based on presently permissible FAR. as per the competent authority building bye-laws it shall be possible to construct total built-up area as approved by the competent authority on the said property, whose built-up area will be distributed over several floors of the said building and on that basis this agreement is being entered into by and between the parties. The parking space will also be on the same percentages i.e. Owner will have right of 50% (Fifty percent) parking spaces, rooftop, basement as the Owner's area in proportion of the land of landowner / FIRST PART.

7. That it is agreed between the parties that the Developer will hand over 50 % (Fifty percent) of the total super built-up area to the Land Owner in consideration for the value of the land and the Land Owner will be absolute Owner of the said 50% (Fifty percent) of the total super built-up area and will be free to transfer or sell the same to any intending or prospective buyers and in that case the builder will have no objection.

A. That the Developer second part is agreed to construct the proposed multistoried building complex at its own cost and expenses and in consideration of the cost of construction, the developer will get and retain 50% (Fifty percent) of the total super built-up area, in the proposed multistoried building complex as per allocation and the Developer will be free to transfer, sell or mortgage the aforesaid 50% (Fifty percent) of the Builder's area/share and for that the Land Owner will have no objection. However, the Developer shall take care to sell its share to those having no criminal records or proclaimed offender or financial Bankrupt in which the buyer has to give an affidavit.

B. The construction will be done as per the specification

mentioned in SCHEDULE II of this development agreement.

C. That the developer and or its nominees shall solely and exclusively be entitled to developer's area i.e. 50% (Fifty percent) of the total super built up area as per allocation and shall have absolute right, title and interest over the Developer's area and they shall be fully be entitled to transfer, convey, otherwise alienate their interest in any manner as they deem fit and proper 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 developer or its nominees individually or collectively and similar terms applied to Landowners Area.

D. That the name of the proposed Project shall be SHIVAM and as mutually decided by the parties.

E. That the Developer, its staffs, workers, Engineers, Architects and Agent etc. will have all the right to enter into the said property to enable the Developer to carry out the various pre-developmental works such as preparation of plans and sketches as stipulated in this agreement.

8. That due to relaxation in government rules and regulation in future or any extra FAR left by the developer, the second part in its sole discretion may construct any extra floor/ s to achieve the FAR over the scheduled land and the said extra construction as per adjustment will be distributed between the land owner and the developer in same proportion as mentioned above.

9. That developer agreed to construct the proposed multistoried building complex and handover the vacant possession of the Owner's share/ area to the Owner within a period of 36 (Thirty Six) months from the date of sanction of the building plan/ Map of the proposed multistoried building complex or from the date of handing over the vacant possession of the Scheduled land to the developer, which ever is later, with a further grace period of 06 month.

10. That in case the complex is not fully developed and fully constructed as per specification given in SCHEDULE II and in the manner detailed in this agreement and as per the sanctioned plan and possession is not given to the Owner's

area to the Owner within the said period as mentioned above in Para No. 09, even if the developer failed to complete the project within the stipulated time as mentioned, then in that case the developer is liable to pay a sum of Rs. 50,000/- (Rs. Fifty thousand) only per month as damage to the Land Owner.

11. If there may be any unavoidable delay due to unforeseen circumstances i.e. strike, natural calamities like floods, earthquake, war, and riots in or around the India or due to any legal proceeding affecting the construction work and any circumstances beyond the control of the developer, the period mentioned above shall be extended automatically till disturbances continued and normalcy is restored to start the work, it would be seen and judged.

12. That the land owner has already declared and affirm in the aforementioned para that there is no case pending in any court which relates to the scheduled property or any part thereof. If in future during construction of the proposed multistoried building complex due to any suit filed by the land owner or anybody else and due to any order in the aforesaid legal proceeding the construction work is stopped then the period mentioned above shall be extended automatically till the disposal of the suit.

13. The Land Owners declare and agree that any problem, litigation, claim or hindrance if arises or any claim by the third party during the pendency of this agreement then that shall be sorted out by the land owners themselves and the developer in no case will be responsible to sort out the said problem and will be kept indemnified by the landowners for any loss monitory or otherwise arising due to above reasons.

14. The Owner shall at no time demand any sum or premium or interest in any dealing regarding the sale of the Developer's Area but the developer will communicate the information of sale of developers area to the land owner every half yearly as per share agreement of marked area for purpose of issuing allotment letter to purchaser for sale proceeds.

15. This agreement shall not ever be deemed to constitute a partnership of any sort between the parties hereto.

16. The Owner and his nominee and the developer and its

nominee/ s shall jointly have undivided right, title and interest and share in the total land of the said property in their respective shares i.e. 50% of the Owner and 50% of the Developer.

17. The Owner hereby grant right for obtaining license to the developer to take up and proceed with the development planning and construction of the said complex in terms of this Development Agreement and will hand over vacant physical possession of the said property, more fully described in Schedule hereunder given to the developer. This right and license granted to the Developer by the Owner shall be license as contemplated as per provisions of Indian Easement Act, A copy of all papers related to licensing, building plan etc. will be handed over to Landowner also.

A. It is agreed that any agreement or arrangement made or entered into at any time before or during subsistence of this agreement-by the land Owner will be treated as breach or violation of the terms and conditions of this Development Agreement and the same should be null and void, and in this regard the developer will be kept indemnified.

B. That any charge, encumbrance, lease or otherwise made over the Scheduled Property or any part thereof by the land Owner during the subsistence of this agreement shall be treated as breach of the terms of this agreement.

C. The Land Owner shall be fully entitled to enter into an agreement for sate or otherwise allot flats / office space etc. and other tenements comprised in the Owner's area in the said building, which does not form the part of the Developer's area. Whenever required by the Owner, the developer will join as confirming party on all such agreement, sale deeds, deed of allotment etc. vice-versa. The Owner shall exclusively be entitled to realize all amount receivable under such agreement, sate deeds, deed of allotment etc. However, the Owner shall get 50% of the Parking Space as the rightful claimant including roof-top, basement, saleable and non-salable area of the building.

18. The land Owner do hereby nominate, constitute and engage **Mr. Chandan Rungta** son of Mr. Krishna Kumar

Rungta, Resident of 303/304, Ambition Residency, Exhibition Road, Patna-800001, in the state of Bihar, one of the Partner of **M/s Shivam Heights and Infra** a partnership firm having its office at 407, Ashiana Plaza, Budha Marg, Patna-800001 as his true and lawful attorney and to do, execute and perform in his name and on his behalf any of the following acts, matters, deeds or things as may be required in terms and conditions of this Development agreement in respect of the complex to be constructed thereon.

A. That after completion of the construction of the building/ project, the respective shares i.e. developer/promoter and the land Owner shall be absolute Owner of their respective shares and they will be entitled to sell/ transfer their respective shares as per the provisions of Bihar Apartment Ownership Act 2006 and complete the transaction including parking space, rooftop, basement, saleable and non-saleable common areas.

B. To enter into an agreement for sate/execute the sale deed or deeds, receive consideration money from their prospective buyer /s, appear before registrar or Sub. Registrar of Assurance and/or any other office of the Registrar and/or admit the execution of any documents, deeds, instruments, writing or other assurance executed by them in respect of 50% (Fifty percent) share of the Super built-up area of the developer and to do all other acts, deeds, matters and things in relation thereto which may be requisite, desirable or necessary in terms of this Development agreement.

C. To nominate and engage any authorities and agency / firm to execute and complete the construction works as per the development agreement from time to time is also authorized to revoke their appointments and pay their remunerations.

19. THE DEVELOPER FURTHER UNDERTAKES :—

A. To indemnify the Owner and always keep him indemnified and harmless in respect of all claims, damages compensation or expenses payable on account of harm, injury or accident sustained by any workman, artisan or other persons in the property, whether in the employment of the developer or not

within or upon the said property and during the period of construction, of the said building thereon.

B. That the developer may mortgage its share to any financial institution for obtaining project loan and the repayment of the said loan will be the personal liability/ responsibility of the developer and the land owner will have no concern with the same. However the individual purchaser of the flat and car parking space may obtain loan from any financial institution or any other authority concerned for purchasing the flat and car parking space by mortgaging the said unit to be purchased by the intending purchaser.

C. The developer will affirm and undertake all money / finance obtained as loan by pledging, hypothecation or mortgaging the said property shall be exclusively invested for the construction and development of the said building and such money will not be diverted or invested in. any other project or any other purpose by the developer. The land owner has to be informed in written by the developer in this context.

20. That soon after execution of this Development agreement, the land Owner will hand over all the attested photo copies of the relevant and necessary documents, which are required for the development of the land to the above named Developer. Whenever the original copy will be required by the developer, the same will be shown by the Owner and finally handed over to the Building Society / Owner' Association after completion and hand over the project.

A. Incase there be any defect in the title of the Land Owner or there be any liability or any encumbrances on the said property then in such event the land owner will be solely liable to get such defects cured and/or liability cleared at the land owner's cost and expenses. If the land Owner could not get the defects cured and on this score only, if the developer carry out development work then the land owner will compensate all expenses and cost incurred by the developer along with the interest and the compensation. The quantum of cost and expenses incurred by the developer shall be determined by a registered valuer.

B. All outgoings including municipal taxes and any other

charges in respect of the said property shall be borne and paid by the land Owner till the date of handing over the vacant possession of the Scheduled Land to the Developer and thereafter the same shall be borne and paid by the developer till the delivery of possession of the Land Owner's area/share to the Land Owner.

C. The land owner is liable to pay Service Tax to the concerned department as demanded by the competent authority as against the share of the land owners area. If in future, any levy is imposed by the Patna Municipal Corporation or any other public body or bodies or the government department with respect to the land owner's share the same shall be paid by the land owner.

If any tax or any amount needed to be paid during the construction period, it will be paid by the developer but at the time of handing over the landowner's share of the project Landowner will pay his share of tax or any amount on Landowner's share to the developer (if it has been paid by the developer).

D. After the delivery the Owner's area to the land Owner all out going in respect of the said property and the said building thereon shall be borne and paid by the Owner and the developers and its nominees separately and proportionately in the proportion to their respective shares in the total super built-up area.

E. The word proportionately with all its cognates, variations whenever used in these presents shall mean the proportion in which the parties thereto and/or their nominees acquiring portions of the building are entitled to in the covered area in the building.

F. That it is agreed by the second part that the construction of the proposed multistoried building will be done as per the quality control and under proper supervision and guidance of the developer.

21. That after competition and handing over the flats and car parking space to the respective buyers including the land Owner, all inmates of the building with their joint efforts will form an Owners' Association or Management Committee and

shall be bound to abide by the Rules and Regulations as may be framed by such organization from time to time and they shall be bound to contribute towards the cost of formation of Owners' Association or Management Committee and maintenance charge for maintenance of the building.

22. The nominees of the developer shall own and hold portion of the building comprised in the Developer's area according to the standard agreement finalized by the Developer in consultation with the Land Owner. The Owner and his nominees shall be bound to hold and own portion of the Owner's area in the said building on the same terms and conditions as contained in the aforesaid standard agreement and to execute similar Agreements but not against the building plan passed by the Patna Municipal Corporation.

A. The common area shall be jointly owned by all the Owner of all the portion of the said building with equal and co-extensive entitlements to use all common area and facilities intended for utilization by occupants of the said building on the same terms and conditions applicable to all such utilization. No Owner of any part of the said building will have any exclusive right, title and interest over the common area and common facilities except the right to common use.

23. Both the Owner and the Developer will jointly be entitled to all permissible future and/or horizontal development/ exploitation of the said property and the said complex thereof, in accordance with the Bye-laws, Rule and Regulations, as applicable. The construction, share owing and selling of all such additional built up area will be done in the same proportions and on the same terms and conditions in this Development Agreement.

24. The Owner hereby agree that the developer may construct the proposed multistoried building complex in phase wise and in separate blocks but the Owner will get the proportionate share in respective blocks as soon as it gets completed.

25. That the Developer will bear all the costs related to water supply arrangement, sewerage connection, but rest other charges like Electricity security deposit transformer charges,

clubhouse charges, Maintenance deposit will be borne by the user / buyers of the land owner's area. An electric connection of 02 KVA per 1000 Sq.ft. of super built-up area will be provided by the developer, any cost incurred in further increment or change will be borne by the user / buyers as fixed by the developer.

26. The Owner agree that if any levy is imposed by the Patna Municipal Corporation / competent authority or any other public body or bodies or the government for the development/ betterment of the areas, in which the said property is located or the complex is built or any other statutory/ levy becomes applicable on the said property or the building thereon, then the same shall be paid by the Developer, Land Owner and or their respective nominees jointly in the same proportion as their respective shares of built-up area in the said building after completion of the project.

27. The Developer agrees that in case any fine or penalty is imposed on the said building for any alleged deviation from the sanctioned plan resulting many excess construction of the built-up area then the same will borne and paid only by the developer, unless it is done with the mutual consent of both the parties. The developer will not violate any building bylaws.

28. That in case of any dispute or difference between the parties arising out of relating to this Development Agreement the same shall be settled by reference of the dispute or difference to the Arbitrator appointed by the parties to this Development Agreement. If the parties so agree, Such Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. If the parties do not agree for reference to Arbitration, then the Dispute shall be settled by recourse to competent Civil Court.

29. That both the parties and their respective legal heirs / successor-in-interest will maintain the secrecy and will not disclose the financial matter involved in above transaction to any one in execution and registration of the proposed Development Agreement, sale of constructed built-up area except as and required by the relevant Government authority.

30. That after construction and completion of the proposed multistoried building complex, the land owner and the developer will be the absolute owners of their respective shares and will be fully entitled to sell, transfer or otherwise their respective shares as per the existing Government Rules.

31. That both the parties would have absolute right, title, and interest over their respective shares of super built up area including parking space, rooftop, basement, saleable and non-saleable areas.

SCHEDULE-I OF THE DEVELOPMENT AGREEMENT Details of land Owned by the above named land owner

All that piece and parcel of vacant land measuring an area about 11361 Sq.ft. equivalent to 26.08 decimals, little more or less, pertaining to Part of Survey Plot No 297, Khata No. 145, under Thana No. 38, Tauji No. 5439, situated in Mauza Nohsa, Pargana Phulwari, P.S. Phulwari, Sub. Registry office Phulwari, Sadar Registry office and District Patna. Within the limit of Patna Municipal Corporation, which is bounded and butted as follows :—

BOUNDARY

North:- N.H.-98
South:- Shri. Jawahar Rai
East:- Nohsa Road.
West:- M/s Shivam Heights and Infra

Note :- Govt. value is mentioned at **Code No. 089 & Zone - 2** of M.V.R. 2014 (w.e.f. 10.10.2015).

which market value of above land is Rs. 4,22,60,000/- (Rupees Four crore twenty two lac Sixty thousand) only.

SCHEDULE-II

OF THE DEVELOPMENT AGREEMENT AS SPECIFICATION SETOUT

FOUNDATION: Earthquake Resistance Foundation as per structure design.

STRUCTURAL: Earthquake Resistance R.C.C framed structure as per structure design.

FINISHING : All walls and ceilings internally will be

finished with P.O.P. and distemper Paint & external walls will be cemented plastered with santex paint or similar. PAINT BRAND : Asian, Berger, Nerolac Or Similar Green, Century, Kitply or Similar.

WINDOW: Aluminum window / wooden frame as required

FLOORING: Vitrified tiles and granite / kota stones as per the requirement. Vitrified tiles Brand : Kajaria, Somany Or similar.

KITCHEN: Working platform of granite top with steel sink. Glazed tiles upto 1'6" height from the working platform and above the sink.

LIFTS : OTIS / KONE or similar.

TOILETS: Fittings: Jaguar, Hardware, Parryware or simikr Tiles upto 5'-6" on wall and floor.

IN WITNESS WHEREOF; both the parties put their respective signature on the day month and year first above mentioned in presence of under signed witnesses.

Witneses:-

1. विनय कुमार शर्मा
पिता राम कुमार शर्मा
पत्नी श्रीमती
पो० - रजौली
जिला - पटना
8-5-2015

Arun Kumar Singh 8/5/15
Signature of Land owner.

2. Navdeep Kumar Patna 8-5-15

Kunal 08/05/2015
Signature of Developers.

Drafted as per instructions of the parties.

Printed By:-

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

(Dr. ANIL KUMAR SINHA, "UDDYOGI"
Advocate,
'Chamber', Collectorate Bar Association
Patna

बैंक स्कौल से चालान मिलान
एवं सत्यापित किया।
प्रभारी लिपिक
8/5/15

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. 846200/-	Amt.Paid By N.J Stamp Paper	Rs 5000/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs 867775/-

Registration Fee

FEE PAID

A1	1000	C	0	H1b	0	K1a	0	Lii	0		
A8	0	D	0	H2	0	K1b	0	Liii	0		
A9	0	DD	0	I	5000	K1c	0	Mb	25		
A10	0	E	20000	J1	0	K2	0	Na	0		
B	0	H1a	0	J2	0	Li	0				
								TOTAL-	26025		

LLR + Proc Fee

LLR	0
Proc.Fee	0
Total	0

Service Charge

550

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 26575

Registering Officer
Patna

Date: 08/05/2015

Endorsement under section 52

Presented for registration at Registration Office, Patna on Friday, 08th May 2015 by Arun Kumar Sharma S/O Late Ram Kumar Sharma by profession Others. Status - Executant

Arun kumar Sharma 8/5/15

Registering Officer
Patna

Signature/L.T.I. of Presentant **Date:08/05/2015**

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Vijay Kumar Sharma' age '68' Sex 'M', 'Late Ram Kumar Sharma', resident of 'Devi Mandir,skylark Office,khagaul,patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 08/05/2015

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 100 on pages on 29 -50 , for the year 2015 and stored in CD Volume No. CD-16 year 2015 .The document no. is printed on the Front Page of the document.

Registering Officer
Patna

Date : 08/05/2015

Token No. : 4720 **Year : 2015** **S.No. : 4641** **SCORE Ver.3.0** **Deed No . : 4137**