Serial No. 10798 Circle:-Danapur Book No. :- 1 Deed No. 10593

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हज़ार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

बिहार BIHAR AA 074262

Serial No. 10798

Sub Registry Office, Danapur

Summary of Instrument

This document was presented for registration on 15/09/2017 by Ram Ashish Rai.
A Stamp Duty of Rs. 55400/- and other fees of Rs. 20500/- 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.
This document has been registered as Deed No. 10593 in Book No. 1, Volume No. 196 on page(s) from 333 to 370 and has been preserved in total 38 pages in CD, No. 31 / Year 2017

Date: 15/09/2017 Token No: 11574/2017

15/9/17
Signature with Date
(Vinay Kumar Prasad)
Registering Officer, Danapur



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and executed at Patna on 15th day of September

Sub District Registry Office,Danapur

Token Number 11374 Reg. Year 201 Serial Number 10798 Deed Number 1059

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Sandeep Chanchal						
Sig.							
Executant	Bhagwan Das						
Sig.							
Presented By	Ram Ashish Rai						
Sig.							
Executant	Ram Ashish Rai	✓ Photo	✓ Thumb	✗ Index	✗ Middle	✗ Ring	✗ Little
Sig.							
Identified By	Aman Kumar						

BETWEEN

1. SRI RAM ASHISH RAI, son of Late Hari Rai, resident of Kothwan, P.O. & P.S.- Khagaul, District – Patna, by Nationality Indian, Area 14 Katha 8 Dhurs.

PAN-AIRPR 2722F, Mobile No. 7488332851

2. SRI BHAGWAN DAS, son of Late Ram Ayodhya Singh, resident of Nagwan, P.O.- Bahpura, P.S.- Maner, District – Patna, by Nationality Indian, Area 7 Katha 18 Dhurs 16 Dhurkies.

PAN-BIZPD 2623N, Mobile No. 7488332851

hereinafter called the '**LAND OWNERS**' of the First Part, which term unless repugnant to the context shall include their heirs, assignees, representatives, executors, administrators & successors- in- interest.

AND

"**M/S LAND TO HOME INFRA DEVELOPERS PVT. LTD.**", registered under company Act 1956, bearing corporate indentity number of company U45309BR2017PTC035124, PAN-AADCL 3640B, Registered Office at Kanti Kunj, Kedar Nath Singh, M-37-Street No. 26, Shree Krishna Nagar, Patna, Bihar, Indian, Pin code-800001, represented through its Managing Director **SRI SANDEEP CHANCHAL**, son of Vishwa Deo Prasad Singh, resident of Kalla Ka Tola- Gadhiyapar, Town/Village- Preman Vigha, Anchal/Thana – Nagar Nausa, District – Nalanda (Bihar), Pin Code- 801305, including his office successors, directors, promoters, Partners, legal representatives, hereinafter called the **Builder/Developer** of the Second Part, which term unless repugnant to the context shall include its representatives, executors, administrators & successors-in-interest.

PAN-BEWPS 9733K, Mobile No. 9708844440

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RECITAL

WHEREAS the Land owner No. 1 Sri Ramashish Rai has been purchased the land through four deeds, bearing (1) Deed No. 9743, Token No. 12095, Serial No. 12060, Book No. 1, Volume No. 145, Page No. 168 to 177, C.D.- 23, registered at Danapur on 06.12.2010, Area 2 Katha 12 Dhurs, from Sri Sanjay Kumar son of Lalan Prasad Sharma, resident of House No. 99, CDA Colony, P.S.- Shastri Nagar, District- Patna, (2) Deed No. 9744, Token No. 12096, Serial No. 12061, Book No. 1, Volume No. 145, Page No. 178 to 187, C.D.- 23, registered at Danapur on 06.12.2010, Area 2 Katha 11 Dhurs, from Sri Bainath Tiwary son of Late Yugal Tiwary, resident of Shivpuri, P.S.- Shastri Nagar, District – Patna, (3) Deed No. 9745, Token No. 12097, Serial No. 12062, Book No. 1, Volume No. 145, Page No. 188 to 197, C.D.- 23, registered at Danapur on 06.12.2010, Area 2 Katha 11 Dhurs, from Sri Hari Narayan Singh son of Late Parmanand Singh, resident of Rukanpura, P.S.- Rupaspur, District – Patna and (4) Deed No. 9920, Token No. 12098, Serial No. 12267, Book No. 1, Volume No. 148, Page No. 169 to 178, C.D.- 23, registered at Danapur on 10.12.2010, Area 1 Katha 16 Dhurs, from Sri Subodh Kumar son of Late Parmanand Singh, resident of Rukanpura, P.S.- Rupaspur, District – Patna and other purchase Deed area 4 Katha 16 Dhurs, (5) Jamabandi No. 36/41, Khata No. 33, Plot No. 823, Area 4 Katha 16 Dhurs, from Rana Ashish Rai son of Hari Rai, resident of Kothwa, Khagaul Patna, Since then the Land owner No. 1 has been coming in peaceful possession of the land fully described in Schedule No. I and mutated his name in the Circle Office Danapur, vide Jamabandi No. 2091 and 36/41.

WHEREAS the Land owner No. 2 Sri Bhagwan Das has been purchased the land through two sale deeds, bearing (1) Deed No. 231, Token No. 335, Serial No. 209, Book No. 1, Volume No. 4, Page No. 341 to 349, C.D.- 1, registered at Danapur on 12.01.2011, Area 2 Katha 18 Dhurs in Dhankol, from Sri Hari Narayan Singh, son of Late Parmanand Singh, resident of Rukanpura, P.S.- Rupaspur, District –

Patna, (2) Deed No. 172, Token No. 235, Serial No. 215, Book No. 1, Volume No. 3, Page No. 426 to 433, C.D.- 1, registered at Danapur on 08.01.2011, Area 5 Katha from Sri Sanjay Kumar, Son of Sri Lalan Prasad Singh, resident of House No. 99, CDA Colony, P.S.- Shashtri Nagar, District – Patna. . Since then the Land owner No. 2 has been coming in peaceful possession of the land fully described in Schedule No. I and mutated his name in the Circle Office Danapur, vide Jamabandi No. 1774, which is more fully described in the Schedule No. I of the deed.

AND WHEREAS, the said Developer of the Second Part, is in construction business, therefore, approached and negotiated with the Land owners for development of the said land and as a result of negotiations at length between the aforesaid parties hereto and on the representation and declaration made by the Land owners of their perfect and valid right, title and interest over the aforesaid land.

This development agreement witnesseth as follows:-

1. The Land owners above named have agreed to appoint the second part as the Developer/Builder of the said land morefully described in the Schedule No. I of this Development Agreement and to intrust the right of development. The developer or their nominees have agreed to undertake the development of the said land, prepares building plan and sanction the plan, construct the building and sell the flats, parking spaces, tenements etc. to the extent of their share only.

2. That the Land owners will convey and assign to the developer or their nominees free from all encumbrances of the said land for the purpose of construction of multistoried building.

3. That it will be the duty and responsibility of the Land owners to furnish all required papers and documents to prove their right and title on the said land to the satisfaction of the authorities.

4. That the developer will proceed expediously with the site development preperation of building plan on said land.

FOR SHUBHKAMNA LAND TO HOUSE DEVELOPERS PVT. LTD.

5. That as consideration for the value of the Schedule-I land to be conveyed and assigned by the Land owners to the developer or their nominee/nominees for the construction of multi storied building, the Developer agree to construct, complete and deliver possession to the Land owners 50% (Fifty percent) of total new construction over the Schedule-I land in the shape of super built up area including the basement and parking space in all the constructed floor.

6. That it is further agree and undertake by the Developer that the Land owners will have full right, title, Land ownership, interest over the built-up area allotted to the share of the Land owners i.e. 50% of the built up area to be constructed by the builder in accordance with the plan approved by the competent Authority/Authorities/ Municipal Corporation and the Land owners will be entitled to enjoy the 50% of the super built up area either themselves or will be entitled to transfer convey, grant, otherwise alienate or transfer their interest in any manner as deemed fit by the Land owners to any person or association of person, firms, companies, body corporate, co-operative societies, Govt. agencies etc. on such terms and conditions as may be decided upon by the Land owners.

7. That the developer shall have right to mortgage, developer's share of the built up area with the Bank and/or financial institution to obtain loan/working capital/short term loan to finance their aforesaid project and also to obtain loan for the purchasers of the flats.

7A. That all cost of construction of the aforesaid Land owners's area will be borne and paid by the developer alone.

8. That the project will be completed within the period of **3 years** from the date of Map Approval from concern authority. The Land owners agree to allow a grace period of **6 (Six) months** over and above the said period.

9. That it shall be sole responsibility of the Developer to provide and arrange for finance required for construction and the Land owners

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shall in no case be responsible to provide fund or to finance the project or to bear any cost.

10. That the developer shall be entitled to make additions/alterations in the interior finishing specification in accordance with sanctioned plan and Bye laws framed under the Act. The Builder/ Developer shall provide Electrical connection and also provide Generator for alternative supply of Energy during power shut down/disconnection of Electrical connection and shall provide and construct water storage tank for continuous water supply to the Apartment/Flats Land owners and shall also provide separate motor to lift water to the storage tank.

11. The Builder/Developer shall follow Building Rules, Byelaws, framed by Authority and shall follow the same while constructing multistoried building and shall not violate the conditions of sanction of plan by the P.M.C.

12. That as stated above the Land owners share in RCC built up and constructed area shall be 50% and the Land owners, their heirs and legal representatives shall have right to use and enjoy common passages, staircase and things of common utility without any let or hindrance from any corner specially the purchasers from the Developer and while allotting 50% built up area, the builder shall keep in mind the compactness of the portions to be given and allotted to the Land owners and shall be amicably allotted as per choice of both the Land owners and the Developer.

13. That the Developer/Builder have absolute right to purchase all the materials/fixtures for construction work and that the land owner will not interfere in the same.

14. That the Land owners have already provided xerox copies of documents of their title and Land ownership to the Developer in relation to the plot in question for approval of the plan on the basis of the Xerox copies of title deeds of the Land owners. The Land owners have undertaken to show and produce original papers relating to their

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DIRECTOR

title as and when required to be shown to any authority or the State Government or the Municipal Corporation.

15. That at the time of the allotment of the buildings or area the Land owners shall be entitled for 50% share of the total built-up area.

16. That the building materials will be used by the Builder/Developer to the satisfaction of the Land owners/Engineer/Architect over the entire built up area. The developer shall use Ist Class quality materials in construction of the building, toilets, bathrooms, urinals, common passage, in common utility.

17. That the Land owners have already put the Developer/Builder in actual possession of the land in question to enable the Developer/Builder to construct/Develop a Multistoried building thereon and to sell the same to the extent of its share i.e. 50% only. The possession of the builder and title to 50% area shall pass finally only after execution and registration (if required) of the required sale deed and title to the remaining share of 50% shall remain vested with the landowners. The Land owners shall execute and register the sale deed or transfer deed in favour of the second party i.e. builder or its nominees with respect of 50% in total after completion of entire building in accordance with sanctioned plan.

18. The Developer shall be deemed to be in possession of the said land/property and shall be free to do in accordance with the terms and conditions mentioned in this Agreement except transfer of land to any body relating thereto at the Developer's own cost and expenses to the extent of its share.

19. That the Developer shall be entitled to develop the premises by constructing flats, building, car parking, tenements in accordance with sanctioned and approved plans and to sell, allot such flats, tenements in the building to be constructed on the said premises to any one as the Developer shall think fit and proper to the extent of 50% share in land & construction and to receive and realise the prices in respect of sale of the flats, tenements and parking space over 50% of the land after

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DIRECTOR

allotting and giving possession of flats, buildings, over remaining 50% area belonging to the Land owners.

20. That Developer shall appoint architect, surveyors, Engineers, contractors and other person or persons for the said job and shall be solely liable to pay the salary of the persons directly employed by the Developer. The Land owners shall not in any event be liable for payment of wages, salary to the persons employed by the Developers. The Developer shall take Electrical connection/water connection at their own cost.

21. The Developer shall accept service of any writ, summon, notices to be issued by any civil, criminal and Revenue courts, to appear personally or through any advocate in aforesaid courts, tribunals, Revenue courts, to file suits, take action or other proceedings in any court relating to cases filed, or to be filed against Builder/Developer with respect to said project. The Land owners shall not be liable to meet any expenses of litigation in any form. The developer shall all their own cost take all appropriate steps to protect the right, title and interest of the Land owners.

22. That the Land owners shall hold the Land owner's area on the same terms and conditions as the owners of other portions of the building according to this agreement. The Land owners shall become member of Association of persons or co-operative housing society which ever is found suitable by the developer and formed by them and the Land owners as well. The Land owners shall be entitled to use all common facilities in the building complex intended for the occupants of the building on the usual terms and conditions applicable to all for such utilisation. The Developer shall solely pay all levies, penalties to be imposed, consequent to deviation in construction from the sanctioned plan. The Developer shall also pay levies, betterment charges and other charges to be imposed by the P.M.C. and state Government for the betterment and development of the area in which the premises in question is located. The builder shall pay other charges

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levies, fees to be imposed just after construction of multistoried building to any authority and shall take all other steps to exonerate the Land owners from such liability or liabilities.

23. That in case of disputes and differences arising out of relating to this Development Agreement shall be settled by the Arbitrators to be appointed by both the parties.

24. That in case, at any time in future additional built up area above proposed on the said premises is permitted or sanctioned or constructed by the Developer, the same will be shared by both Developer and the Land owners on same terms and conditions of this agreement and 50% percent thereof shall be retained by Builder and balance 50% shall be Land owners.

25. That terms Land owners means their heirs, legal representatives, assigns and successors-in-interest and shall have same powers, right, title and interest to use, enjoy all the common areas, stair case, common parking spaces, common passage, pool area, lobbies etc. as the develop and or their nominees.

26. That developer has paid non refundable amount of Rs. 5,00,000/- (Rupees Five lakh) only vide Cheque No. 013215 dated 15.09.2017 of IDBI Bank, to the land owners at the time of execution of this Development Agreement and the land owners have acknowledged the same. And the remaining 1.02 Cr will be paid through Cheque in the name of land owner, within 31 December 2017.

SCHEDULE - I

All that piece and parcel of land admeasuring about 1 Bigha 2 Katha 6 Dhurs 16 Dhurkies equivalent to 69.12187 decimals, Situated at Mauza – Mustafapur, Pargana – Phulwari Sharif, Survey Thana and Sub Registry Office Danapur, Sadar Registry Office and District – Patna, bearing Thana No. 36 (Thirty six), Tauzi No. 5241, within the jurisdiction of the Danapur Nizamat Palika.

Khata No.	Plot No.	Area
74	829	9 Katha 12 Dhurs
31	823	4 Katha 16 Dhurs
31	830	7 Katha 18 Dhurs 16 dhurkies

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c) Fittings – standard quality with ISI Marks.

d) Sanitary ware – standard quality with ISI Marks.

07. ELECTRIC :- a) All internal wiring in copper conductors using concealed PVC conduit.

b) One T.V. Point & one Telephone point (not connection provided in each flat)

c) All electrical switches and accessories of standard make. Fans and other fixtures not included.

d) Adequate lighting/power point, sockets, outlets provided in each flat.

e) Generator of adequate capacity, will be provided for flats as well as common area lighting and deep tube well pump.

08. INTERNAL WALL :- ALL internal walls shall be finished with P.P.O. finish.

09. EXTERNAL WALL :- ALL external walls shall be painted with two coats of super snoweem.

10. WATER :- 24 hours water supply from own deep tube-well.

11. SEWARAGE :- Suitable arrangements for rain and waste water disposal shall be provided as per the design of P.H. Consultants.

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-:: BOUNDARY ::-

North :- Prathiva Hights Apartment
South :- 10' wide Road.
East :- 10' wide Road.
West :- 20' wide Road.

Value of the said Land is Rs. 2370000/- only.

SCHEDULE - II

STANDARD SPECIFICATIONS

01. STRUCTURE :- R.C.C. framed structure with brick work in cement mortar as per design & specification of structural consultant.

02. DOORS :- (a) Door frames (Choukhatas) of hard wood.
(b) 32 mm thick Flush/Panel Door Shutters of 151 mark, painted with 2 coat of synthetic enamel paint on a coat of primer.

03. WINDOWS :- Aluminunium frame with glass and slider.

04. FLOORING :- (a) Vitrified Tiles.

05. KITCHEN :- (a) Flooring - Vitrified tiles.
(b) Working platform mosaic//Marble titles/polished granite flooring.
(c) Dado – 18" high ceramic Tiles above working platform.

06. BATHROOMS :- a) Marble flooring.
b) Dado – upto 6 feet tiles.

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IN WITNESSES whereof both the aforesaid parties have executed this deed of development agreement on the day, month and year aforesaid mentioned in presence of witnesses, who have attested as such.

WITNESSES :-

1. अजय कुमार
पिता श्री रामदयाल राय
ग्राम कौवाडीह
थाना रजौली
जिला पटना
दि. 15/9/2014

Signature of Land owners

1. [illegible]
2. [illegible]

2. अमित कुमार
पिता - [illegible]
ग्राम - [illegible]
थाना - फुलवारीशरीफ
जिला - पटना
दि. 15/9/2017

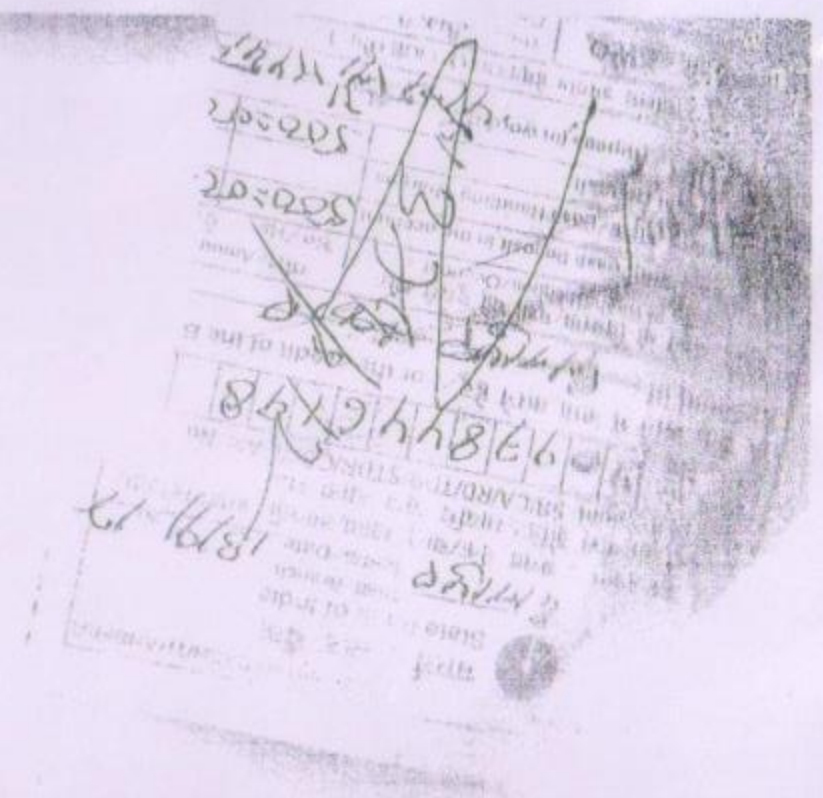
Signature of Developer

LAND TO HOME INFRADEVELOPERS PVT. LTD.
DIRECTOR
15/9/17

सावधारी
[illegible]
जगह 235/09 दि. 15-9-17
हस्ताक्षर

दस्तावेज जाचाँ





E-CHALLAN
Government of Bihar
BTC-4

Valid Upto	: 28/09/2017	Date	: 13/09/2017 02:31:27 PM
GRN	: BHR2017090209759M		
Department	: Registration, Excise & Prohibition Department		
Office Name	: Danapur	From	
Financial Year	: 2017-2018	To	
Treasury	: Danapur		

ACCOUNT HEAD DETAILS	PAY AMO
R0030021030001-75-49-STAMP DUTY ON IMPRESSING OF DOCUMENTS	5
R0030031040001-75-49-FEES FOR REGISTERING DOCUMENTS	
R0029008000006-00-01-LANDLORD REVENUE AND PROCESSING FEES	
Total Amount : Rupees Six Lac Thirteen Thousand Only	6

PAYER DETAILS	
Tax ID (If any)	
Unique Id	
Name	SANDEEP CHANDRAL
Address	KAILA KA TOLA , GADHIYAPAR, PS- NAGARNAUSA, DIST- NALANDA

PAYMENT DETAIL		FOR USE IN RECEIVING BANK			
BANK Name	: SBI	CIN	null	REF No	CP96561
Branch	:	Date & Time	: 13/09/2017 02:38:39 PM		
		Scroll No & Date	:		

Endorsement of Certificate of Admissibility

sible under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian mp 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. 594000/-	Amt.Paid By N.J Stamp Paper	Rs. 1000/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 613500/-

Registration Fee

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

LLR + Proc Fee		Service Charge
LLR	0	500
Proc.Fee	0	
Total	0	

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 20500

Registering Offic
Danapu

Date: 15/09/2017

Endorsement under section 52

Presented for registration at Registration Office, Danapur on Friday, 15th September 2017 by Ram Ashish Rai S/O La Hari Rai by profession Others. Status Executant

Registering Offic
Danap

Signature/L.T.I. of Presentant

Date:15/09/2017

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Aman Kumar' age '23' Sex 'M', 'S/O Anand Sharma', resident of 'Kurjee, Digha Patna',), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Offic
Danap

Date : 15/09/2017

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Danapur in Book 1 Volume No. 196 on pages on 373 -386, for the year 2017 a stored in CD volume No. CD-31 year 2017 The document no. is printed on the Front Page of the document.

Registering Offi
Dana

Date : 15/09/2017

Token No. : 11374 Year : 2017 S.No. : 10798 SCORE Ver.4.1 Deed No . :d No . : 105

Scanned by

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भारत सरकार
Government of India



6756 0359 5217

- आम आदमी का अधिकार

Unique Identification Authority of India

Address
S/O Anand Sharma, Near AIIMS,
Kori Muhammadpur Kori, Patna,
Kori Md. Pur, Bihar, 801105

6756 0359 5217

www

15.09.17