

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

बिहार BIHAR

Serial No. 1372

18 DEC 2016

Govt. of Bihar-2/82  
District Registry Office, Patna

Summary of Endorsement

This document was presented for registration on 29/01/2016 by Syed Nasim Ahmed  
A Stamp Duty of Rs. 298300/- and other Fees of Rs. 20575/- 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. 1268 in Book No. 1, Volume No. 30 on pages from 131 to  
153 and has been preserved in total 23 pages in C.D. No. 4 / Year 2016

Date: 29/01/2016

Token No: 1470/2016

Signature with Date  
(Prashant Kumar)  
Registering Officer, Patna

SCANNED BY

Challan No. 526 &amp; 509 dated 29.12.2015

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT IS  
MADE THIS THE 18<sup>th</sup> DAY OF JANUARY 2016, AT PATNA.

FOR KAMINI HOMES

PARTNER

29/1/16

प्रशान्त कुमार  
पंजीयन अधिकारी

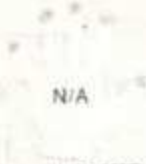
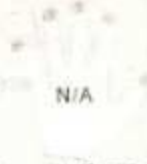
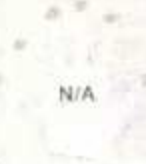
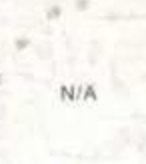
# District Registry Office, Patna

Token Number 1470

Reg. Year 2016

Serial Number 1372

Deed Number 1268

| PresType      | Name                              | Photo                                                                               | Thumb                                                                               | Index                                                                               | Middle                                                                               | Ring                                                                                  | Little                                                                                |
|---------------|-----------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Claimant      | Imran Khan (Partner)              |    |    |    |    |    |    |
| Sig.          | <i>Imran Khan</i><br>29/1/16      |                                                                                     |                                                                                     |                                                                                     |                                                                                      |                                                                                       |                                                                                       |
| Executant     | Bilquis Jahan                     |    |    |    |    |    |    |
| Sig.          | <i>Bilquis Jahan</i><br>29-1-16   |                                                                                     |                                                                                     |                                                                                     |                                                                                      |                                                                                       |                                                                                       |
| Executant     | Ghazanfar Ahmad                   |    |    |    |    |    |    |
| Sig.          | <i>Ghazanfar Ahmad</i><br>29/1/16 |                                                                                     |                                                                                     |                                                                                     |                                                                                      |                                                                                       |                                                                                       |
| Executant     | Syed Nasim Ahmed                  |    |    |    |    |    |    |
| Sig.          | <i>Syed Nasim Ahmed</i><br>N/A    |                                                                                     | N/A                                                                                 | N/A                                                                                 | N/A                                                                                  | N/A                                                                                   | N/A                                                                                   |
| Presented By  | Syed Nasim Ahmed                  |   |   |   |   |   |   |
| Sig.          | <i>Syed Nasim Ahmed</i>           |                                                                                     |                                                                                     |                                                                                     |                                                                                      |                                                                                       |                                                                                       |
| Executant     | Talat Perween                     |  |  |  |  |  |  |
| Sig.          | <i>Talat Perween</i>              |                                                                                     |                                                                                     |                                                                                     |                                                                                      |                                                                                       |                                                                                       |
| Identified By | Syed Mohammad Amanullah           |  |  |  |  |  |  |
| Sig.          | <i>S. A. Iqbal</i><br>29.1.16     |                                                                                     |                                                                                     |                                                                                     |                                                                                      |                                                                                       |                                                                                       |



*Syed Nasim Ahmed*

(2)

BETWEEN

1. Syed Nasim Ahmed son of Late Imdad Ahmad & Late Ghaus Bandi,
2. Bilquis Jahan wife of Late Zafar Ahmad
3. Mr. Ghazanfar Ahmad son of Late Sulaiman Ahmad
4. Talat Perween daughter of Late Sulaiman Ahmad, all residents of "Ahmad Manzeel" New Damaria P.O. Anisabad, P.S Gardanibagh District Patna by Nationality-Indian, hereinafter referred to "OWNERS" (which term unless excluded by or repugnant to the context shall mean and include their heirs, executors, administrators, legal representatives, successors and assigns) of the One part.

AND

Kamini Homes a Partnership Firm, having its Registration No. PT-82642, through its Partner Mr. Imran Khan son of Hasim Ali Khan resident of Gulshan Marzeena, Opposite West Point School Samanpura, Raja Bazar, Patna-800014, P.S Shastri Nagar, District Patna by Nationality-Indian, hereinafter referred to "DEVELOPER" (which term unless excluded by or repugnant to the context shall mean and include its/his heirs, executors, administrators, legal representatives, successors and assigns) of the OTHER PART.

RECITALS

WHEREAS, the properties find mentioned in schedule-A of this Deed particularly land measuring an area of Two Kathas Ten Dhoores bearing Plot No. 1388 (P) Under Khata No. 8, Tauzi No. 5118, Thana No. 17 belonged to and possessed by Jy Lal Pasi son of Hemant Pasi who died



FOR KAMINI HOMES

PARTNER 22/11/16

(1) Syed Nasim Ahmed  
(2) Bilquis Jahan 22/11/16  
(3) Ghazanfar Ahmad  
(4) Talat 22/11/16

(3)

leaving behind his brother Shiv Lal Pasi as his sole successor in interest and after his death his brother Shiv Lal Pasi came and had been continuing in possession with all right, title, and interest till he sold and transferred the same to Moulvi Syed Imdad Ahmad son of Syed Moulvi Farooque Hussain through and under registered sale deed dated 19-01-1931 vide Deed No. 243 in Book No. 1, Volume No. 10 Page No 168 to 170 and the purchaser came and continued in possession with right, title and interest.

AND WHEREAS, land measuring 7 ½ Decimals being part of Plot No. 1389 under Khata No. 4, Thana No. 17 Tauzi No. 5118/8494 belonged to owned and possessed by SK. Abdul Aziz and his brother S.K Abdul Quayum both sons of Late SK. Imam Ali who sold to Bibi Ghaus Bandi wife of said Imdad Ahmad and daughter of Late Syed Abdul Fatah under registered sale deed dated 02-06-1959 bearing Deed No. 3419 in Book No. 1 Volume No. 41 Page 371 to 375.

AND WHEREAS, said Two Kathas Ten Dhoors of Plot No. 1388 lies just adjacent east of Seven and Half Decimals of part of Plot No. 1389 and forms one Block.

AND WHEREAS, the said purchaser Moulvi Syed Imdad Ahmad and his wife Ghous Bandi acquired and held the property mentioned in schedule -A of this deed by virtue of their aforementioned sale deed and paid rent to the state of Bihar Vide Jamabandi No. 4/18493 and 18494.

AND WHEREAS, the said Syed Imdad Ahmad and his wife Ghaus Bandi died one after another leaving behind their four sons namely Sulaiman Ahmad, Zafar Ahmad, Mozaffar Ahmad, and Nasim Ahmad and one Daughter namely Saleha Khatoon became owners and possessors of the said property



① Syed Maam Ahmad  
② Badgami gedar  
22/11/16

③ Ghata  
④ Talak  
22/11/16

FOR KAMINI HOMES  
PARTNER  
22/11/16

(4)

AND WHEREAS, their daughter Humaira Khatoon Predeceased to her father and mother and subsequently Mozaffar Ahmad died unmarried, Zafar Ahmad also died issueless leaving behind his wife Bilquis Jahan, Sulaiman Ahmad also died leaving behind his one son Ghazanfar Ahmed and one daughter Talat Perween, and Saleha Khatoon also died unmarried and thus Syed Nasim Ahmed, Bilquis Jahan, Ghazanfar Ahmad and Talat Parween are the absolute and exclusive joint owners of the property covered under this deed with all right, title and interest and vide order dated 02-11-2013 passed in mutation case No. 615 of 2013-14 they have been paying rent to the state of Bihar under Jamabandi No. 4336 and thus the land owners are lawfully competent to deal the said property as they like.

AND WHEREAS, the Land Owners covenant that the aforesaid landed property is in their exclusive possession with absolute right, title and interest and the same is free from all encumbrances, debts, lien, charges and attachments and in marketable condition and have in themselves good right, full power and absolute authority and title to transfer in the whole or part of the said property owned and possessed by them and they came and remained in peaceful physical and exclusive possession over the same as absolute owner.

AND WHEREAS the aforesaid Developer offered to develop and construct the multistoried residential building consisting of Ground + Four Floors. In which the flats are planned at 1<sup>st</sup> to 4<sup>th</sup> Floor, Parking space, common toilet and visitor room at ground floor and no construction on the terrace area except provision for water tank or services shaft (Building Description) as per sanctioned plan as mutually agreed upon its own cost. The Multistoried Residential Building Complex namely **"AHMED RESIDENCY"** (hereinafter referred to as "the said Building") on the said property and the aforesaid Owner agreed to acquire 50% of the Super built up area in the form of flats/apartments and parking space in the said building complex as consideration for value of the said land to be conveyed by the Owner to the Developer.



① Syed Nasim Ahmed  
② Bilquis Jahan

22/11/16

③ Ghazal  
④ Talat

22/11/16

FOR KAMINI HOMES  
Partner  
22/11/16

(5)

**NOW THESES PRESENCE WITNESSETH AS FOLLOW:-**

1. That the DEVELOPER Other party has agreed to develop and construct at its own account multistoried residential building on the said property fully described in schedule-A below at their own account and expenses and with their own resources after obtaining all the requisites clearance, permission, sanction and approvals.

2. That immediately after the execution of this development agreement, the DEVELOPER shall expeditiously get a plan prepared in order to obtain maximum benefit for both the OWNER and the DEVELOPER.

3. That the OWNERS shall have no objection if the aforesaid building plans are submitted to the local authority in the name of the OWNERS or any other permissions, approvals are obtained in her name and agreed to sign all such papers that may be deemed necessary by the OWNERS and DEVELOPER for the same. However all fees, cost, charges and expenses relating to such approvals / sanctions shall be borne by the DEVELOPER of its/his account.

4. That it is further agreed any alteration or revision of the aforesaid plans within the parameters of Dissolved Patna Municipal Corporation Patna/Competent Authority and if there is an increase in F.A.R., during the period of the construction or before, the share of the constructed area of the OWNER shall be proportionately increased.

5. That the OWNERS shall put the DEVELOPER in actual peaceful possession of the said property described in Schedule-A after sanction of building plan by the competent authority within 30 days herein to enable the DEVELOPER to take up and proceed with the development, planning, and construction of the said building in terms of this agreement and the sanctioned plan and any other terms agreed upon.



① Byed Nasim ahmad  
② Badayon Jordan

22/11/16

③ Chakraborty  
④ Talat

22/11/16

FOR KAMINI HOMES  
Partner  
22/11/16

(6)

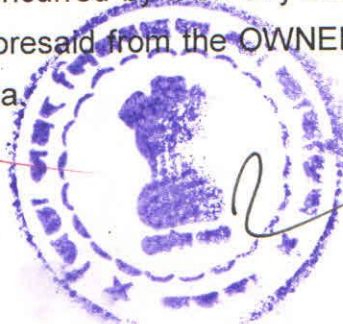
6. That the Developer shall strictly comply with the provision of PMC or any other concerned agency for the development of the plan and the Developer shall be fully responsible for any claims and demands whatsoever which may arise due to deviations of law relating to the construction of the indented building complex.

7. The Owner shall have the right to examine the construction and raise objections of the said building complex from time to time himself or through his agent, engineer or architect.

8. That it has been agreed between the parties that the Other party DEVELOPER shall complete the construction work within a period of Three Years plus Six Months grace period from the date of Registered Development Agreement from the competent authority.

9. That the proportionate share of the LAND OWNERS and DEVELOPER in the built up area of the Project shall be in the ratio of 50% and 50%, that is to say the share of the land OWNER shall be 50% of the built-up area distributed in several floor of multi-storied building and the rest 50% of the built up area shall be of Developer's share.

10. That the DEVELOPER agrees to deliver and give possession to the OWNERS 50% of the total built-up area of the said building to be constructed by the DEVELOPER at its own account on the said property hereinafter called the OWNER Area. The balance of 50% of the total built-up area shall belong to the DEVELOPER and shall hereafter be called the Developer's area to which it alone shall be entitled to, for having constructed the entire building at its own cost and expenses. The DEVELOPER shall not to get any amount or expenses incurred by it on any account or in the construction of the aforesaid from the OWNER in lieu of the aforesaid Owner's area.



① Syed Nadeem Ahmad  
② Bilqis Jahan  
22/11/16

③ Ghahar  
④ Talat  
22/11/16

FOR KAMINI HOMES

u  
PARTNER  
22/11/16

(7)

11. That the OWNERS and their nominees shall solely and exclusively be entitled to the Owner's area and they shall have absolute right, title and interest over the Owner's area and shall be fully entitled to USE AND ENJOY the same either themselves, individually or collectively or shall be fully entitled to transfer, convey, grant, otherwise, alienate its/his interest, in any manner as deemed fit by them to any person. Associations of persons, firms, Body corporate, Co-operative society, Government agencies etc. on such terms and conditions as may be decided by the OWNER individually or collectively.

12. That the OWNERS will always keep the DEVELOPER indemnified against all claims arising out of all its/their actions committed in the past, present or future with regards to the said property over which the said Multi storied building complex proposed thereon.

13. That the DEVELOPER and/or nominee shall solely and exclusively be entitled to the Developer's area, and shall have absolute right, title and interest over the developed area to the extent of its share and they shall be fully entitled to transfer, convey, grant, otherwise alienate there interest, in any manner as deem fit by them to any person, Association of societies, Government Agencies, etc. on such terms and conditions as may be decided by the DEVELOPER or its nominees individually or collectively.

14. That the DEVELOPER agrees to construct, and give possession of the Owner's area to the OWNER after completing a period of Three Years plus Six Months grace from the date of Registered Development Agreement the total period of the construction shall be Three Years Six Months. It is reasonably expected that the DEVELOPER will be able to complete the entire construction of the aforesaid building within the stipulated period.

(2) 08/02/2016  
Nagimath

(3) Ghata

FOR KAMINI HOMES

22/1/16  
PARTNER

(4) Td at  
22/1/16



(8)

15. That the aforesaid Project schedule is subject to force major clause i.e. fire, tempest, floods, inclement or any other acts of God.

16. That it is hereby expressly, irrevocably and irretrievably agreed and declared by the OWNERS that delivery of possession of 50% of the total built-up area of the aforesaid building in manner provided herein shall from and always be deemed to form fair, reasonable, and adequate consideration for 50% or the undivided share in the aforesaid property agreed to be conveyed as herein above by the OWNER to the DEVELOPER and or its nominee.

17. That the OWNERS shall at no time demand any sum or premium or any interest in any dealing regarding sale of Developer's area and the OWNERS shall execute all such deeds and documents as may be required by the developer's in this regard.

18. That the OWNERS or their nominees will not interfere in the execution of the work nor put any hindrance in any of the activities of the DEVELOPER in development, construction and sale of the aforesaid project. The OWNERS and their nominees shall jointly have undivided right, title and interest over the total land of the said property in their respective shares of 50% of the OWNERS and 50% of the DEVELOPER after being conveyed as aforesaid subject to the provisions of the clause of the agreement.

19. That the OWNER hereby irrevocably undertake not to sell, dispose off alienate, encumbrance, lease or otherwise, transfer the said property or any part thereof during the continuation of this agreement and undertake not to do any act, deed matter, or things as shall be in breach of the terms of this agreement. The OWNER shall at no point of time during the continuation of this agreement dispossess the DEVELOPER from the said property.



(1) Syed Nazim Ahmad  
(2) Ridwan Jordin  
22/11/16

(3) Ghah  
(4) Tadi  
22/11/16

FOR KAMINI HOMES  
PARTNER  
22/11/16

(9)

20. That the DEVELOPER shall develop the said property at its own account and name and shall alone be responsible for the development of the said property and neither the OWNER nor any other persons claiming through the OWNER shall have any liability in the development of the said property and the DEVELOPER shall not deviate from the approved plan of Dissolved Patna Municipal Corporation Patna/Competent Authority.

21. That after taking possession of the said property the DEVELOPER shall be free to do all acts, deeds and things required for development and construction of the said building at the Developer's own account and expenses, as per sanctioned plan of the Dissolved Patna Municipal Corporation Patna / Competent Authority. Any deviation from the approved plan if made by the DEVELOPER, the DEVELOPER shall be solely responsible for the same.

22. That the DEVELOPER shall be entitled to develop the said property by construction thereon or more building consisting of dwelling units, flats, parking spaces and other structures in accordance with building plans approved in the name of OWNER and sanctioned by the Dissolved Patna Municipal Corporation Patna / Competent Authority/Local authorities as stated herein above.

23. That the DEVELOPER shall be entitled to enter into agreements for sale, or otherwise allot flats, parking spaces comprised in the Developer's area in the said building which is 50% of the total super built-up area which does not form part of the Owner's area. Whenever required by the DEVELOPER the OWNER will join as confirming party in all such agreements, sale deeds, deed of allotment etc. The DEVELOPER may enter into and shall exclusively be entitled to realize all amounts receivable under such agreement, sale deeds, deeds of allotments only of 50% of the developer for development and construction of the said building and for its all use.

(2)

Bijoyi Jordan  
22/1/16

(1)

Gyef Nabin Ahmad

(3)

Chakraborty

(4)

Talapat  
22/1/16

FOR KAMINI HOMES

Partner  
22/1/16



(10)

24. That similarly the OWNERS shall be fully entitled to enter into agreement for sale or otherwise allot flats, parking spaces comprised of the Owner's area in the said building which is 50% of the total built-up area and which does not form part of the Developer's area. Whenever required by the Owner's the DEVELOPER will join as confirming party in all such agreements, sale deeds, deed of allotment etc. The OWNER may enter into and the OWNER shall exclusively be entitled to realize all amounts receivable under such agreement, sale deeds, deeds of allotments etc. for its/his all use.

25. The land OWNER agree and undertake that he shall execute Registered Development Agreement according to Bihar Ownership Apartment Act 2006, and Bihar Ownership Apartment Rules 2006, and in this Act there is further no need of Power of Attorney in favour of DEVELOPER and/or its nominee or nominees so that no hindrance or obstruction is caused to the DEVELOPER in carrying out and discharge its obligation under these present and thereby giving the DEVELOPER right and authority to have any enjoy peaceful possession of the said property for the purpose and to do all such acts, and/or things that may be necessary for the Development, planning, constructing of the said building and sale of the developer's area.

25(a). That the Developer hereby agrees and undertakes handover and deliver the possession 50% of the total built up area of the aforesaid for building to the land owner within completion of Three and Half Years from the date of execution from the date of execution of approval Map & possession of land to the land owner act it is also agreed by the Developer agreed by the developer that in case of delay in landing over the 50% built up area to the land owner with the period of Three and Half Years from the date of registered development agreement the developer shall pay rent of the same at the prevailing market rate to the land owner till the date of delivery of possession of the 50% built up area of the owners share to the land owner and the land owner shall be legally entitled to recover the said rent from the developer.

① Byes Naam ahmish  
22/11/16

③ Chakraborty

FOR KAMINI HOMES

22/11/16  
PARTNER

④ Talakhat  
22/11/16



(11)

25(b) The completion of the complex shall be the date when the Developer complete the complex in all respect including boundary wall, gate, all other civil works, all electrical works stairs, installation of lift, fire fighting systems, all electric works, all plumbing and sanitary works, installation of underground boring for water supply, overhead tanks, provision for 24 hrs. water supply with pumps, drainage, sewerage, internal roads, pucca passages for car parking electrical connection from Bihar State electricity Board and installation & commissioning of 20 or 25 KVA generator for power back up which includes AMF panels, allied wirings etc.

26. That the both party will enter into a share division agreement within 10 days from the date of sanction of plan case map by the competent authority and this divisions will be in accordance with the sanctioned map and during this period neither the land owner nor the developer will sale or agree to sale any part/portion of the proposed building to any one.

27. That the Developers shall pay a sum of Rs. 3,00,000/- Only as security amount to the land owner as non-adjustable & non-refundable amount in the following manner:

- i. A sum of Rs. 1,00,000/- Only through Cheque No. 015876, dated 03.03.2014 of Axis Bank.
- ii. A sum of Rs. 2,00,000/- Only through Cheque No. 015886 dated 20.08.2014 of Axis Bank.

28. That the land OWNER and developer also mutually decided to divide their shares which details are hereunder:-

**Land OWNER's share (Flat)**

50 % share of the land owner in each floor including car parking, roof/terrace and proportionate share of land under the campus of the building in lieu of land.

**Developer's share (Flat)**

50% share of the land owner in each floor including car parking, roof/terrace and proportionate share of land under the campus of the building in lieu of Development cost.



① Eyes Near in Ahmad  
22/11/16

③ Chakraborty  
④ Talak  
22/11/16

FOR KAMINI HOMES

Partner at 22/11/16  
PARTNER

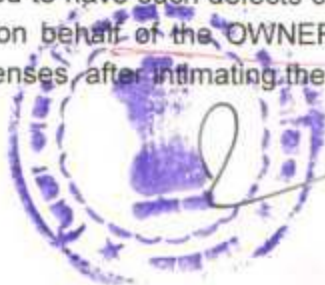
**THAT THE DEVELOPER FURTHER UNDERTAKES:-**

I. That it will not do any act of commission, omission, expressly or impliedly or directly or indirectly by which the OWNER 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 OWNER.

II. To indemnify the OWNER and always keep them indemnified and harmless in respect to all claims, damages, compensations or expenses payable in consequence of any injury or accident sustained by any workmen, artisan or other persons in the property whether in the employment of the DEVELOPER or not while in or upon the said property and during the period of construction of the said building thereon.

III. During the construction of the said building the DEVELOPER may be required to create equitable or any legal mortgage of the construction thereon in part (Developer's Area) for obtaining loan either for itself for expediting construction or for the individual purchaser of flats etc. In such an event the OWNER if required shall join the DEVELOPER in creation of such mortgage on the terms to be mutually agreed. However, the DEVELOPER affirms and undertake that all moneys obtained as loan by pledging, hypothecating or mortgaging the said property or crating charge on the said property (building under construction) shall be exclusively invested for construction and development of the said building only and such money shall not be diverted to/ invested in any other project work or purpose of the DEVELOPER and the developer shall be exclusively liable to pay back the loan to the mortgager and in any case the land owner shall not be held liable to pay back the amount of loan.

29. That in case there be any defect in the lease hold title right of the OWNER or thereby any liability or any encumbrances, then in such event, the DEVELOPER shall be entitled to have such defects cured and/or liability cleared for and on behalf of the OWNER and at the Owner's cost and expenses after intimating the OWNER in writing.



FOR KAMINI HOMES

PARTNERED 2/1/16

(3) Ghazal

(4) Talaf

(1) Syed Naeem Ahmad

(2) Brijesh Jagan

22/1/16

22/1/16

(13)

30. That all-out going viz., rates, rents, taxes, duties etc. on respect of said property and any existing buildings thereon, till the date of this agreement shall be borne and paid by the OWNER and the outgoing after the date of this agreement till the delivery of possession of the Owner's area shall be borne and paid by the DEVELOPER.

31. That in any event the OWNER without prejudice to foregoing declarations agree and undertake to remove all the doubts and defects in lease hold right if any and clear all outstanding save or otherwise provided above at their own cost so that ultimately the said property is delivered to DEVELOPER to its/his nominees free from all encumbrances and defects.

32. That after delivery of the Owner's area to the OWNER all out goings in respect of said property and the said building thereon shall be born and paid by the OWNER and the DEVELOPER and its/his nominees proportionately in the proportion of its/his respective shares in the total built-up. The word proportionately with all its cognate variation whenever used in the presents shall mean the proportion in which the parties hereto or its/their nominees acquiring portions of the building are entitled to the covered area in building/buildings.

33. That when delivery of possession of the Owner's area to the OWNER by the DEVELOPER and subject to the other terms and conditions contained herein before or at such earlier time as may be mutually agreed upon, the OWNER may execute and register conveyance of 50% undivided share in the said property either in favour of the DEVELOPER to its nominees/assignees including a co-operative Housing Society or association of person or Body corporate etc. In default of the OWNER executing such transfer/ conveyance or such other deeds as may be deemed necessary by the DEVELOPER in spite of service notice in writing 15 days, the DEVELOPER shall be entitled to take all steps as may be necessary/ conveyance.



① Byet Nasim ahmad  
22/11/16

② Byet Nasim ahmad  
22/11/16

③ Ghahat

FOR KAMINI HOMES

Partner 22/11/16

(14)

34. That after the construction and completion of the project the respective share OWNER i.e. DEVELOPER/promoter and the land OWNER, shall be the absolute OWNER of his share and he will be entitled to sell/Transfer his share and as per the Bihar Apartment Ownership Act. 2006 and Bihar Apartment Ownership Rules in section 5(1) clearly declared his shares as absolute OWNER and in the light of Bihar Apartment Ownership Act. 2006.

**SCHEDULE-A**

ALL THAT, piece and parcel of land measuring an area of Four Katha Eighteen Dhors equivalent to 6677 Sq. Ft.=15.33 Dec Situated at Mohalla Chak Damariya, Survey Mauza Chitkohara, Pargana Phulwari, Survey, P.S. Gardanibagh, District Patna, bearing Plot Nos.1388 &1389, Khata Nos. 08 and 04, Tauzi Nos. 5118/8494, under revenue Thana No. 17, Zone-3, Government land valuation List Serial No. 134, within the Jurisdiction of Sub Registry Office and Sadar Registry Office Patna, which is under Patna Municipal Corporation, Patna and the same is bounded as follows :-

| <u>Khata No.</u> | <u>Plot No.</u> | <u>Area</u>      |
|------------------|-----------------|------------------|
| 08               | 1388            | 2 Katha 10 Dhurs |
| 04               | 1389            | 7 ½ Deci.        |

**BOUNDARY**

NORTH : Vacant Land  
SOUTH : House of Late Bhuneshwar Prasad  
EAST : Gali  
WEST : Branch Road

**SCHEDULE - II**

**SPECIFICATION SUPER DELUXE RESIDENTIAL FLAT**  
**APPLICABLE FOR THE CONSTRUCTION OF THE**  
**BUILDING (STRUCTURE/ FINISHING/ FITTINGS AND**  
**FIXTURE)**



① Byed Naganahimad  
② Bilgini Gharan  
③ Ghad  
④ Talat  
FOR KAMINI HOMES  
PARTNER  
22/11/16

(15)

1. **FOUNDATION** : R.C.C. Pile Foundation as per the structural consultant
2. **STRUCTURE** : Earthquake resistant R.C.C. Framed Structure
3. **ROOF** : RCC. With W.P. Treatment
4. **All Building materials** will be A-1 quality like Bricks, Cement (Birls Gold or large, 53 Grade Cement) Stone Chips (Oderma Black Stone) sand, Steel (GISCO)
5. **CHOUKHAT**
  - a. Entrance Door Fram (Choukhat) of Malaysia Shkhua Wood, Size 5"X2.5"
  - b. Other Door Frame (Choukhat) of Malaysia Shkhua Wood, Size 4"X2.5"
  - c. All external door opening frame should have double sided.
6. **DOORS**
  - a. Entrance door 32 MM Panel Door (Alpro) screen Door, Provision of Godrej Lock, Stopper, Magic Eye, Safety Chain and back beautiful handle.
  - b. Other Doors 30 MM Alpro (20 Yrs. Guarantee) Flush Door.
  - c. All bathroom door should be C.P.V.C.
7. **WINDOW**
  - a. Aluminum Glazing with Tinted Glass with M/S Grill with Painted
  - b. The window frame shall be designed to have provision of Air conditioner fitment in future.
8. **FLOORING**

Marbonite Flooring in all areas of the flat (Minimum size 2' X1.6")
9. **KITCHEN**
  - a. Working Platform of Granite for Kitchen (Black)
  - b. One Aqua Guard/Water Purifier Point and an other for Gyser in the Kitchen shall be provided
  - c. Dado 24" high glazed tiles finish dado above working platform.

FOR KAMINI HOMES

PARTNER 22/11/16



(16)

- d. Staomess Steel Sink (24"X18") for kitchen with mixture.
- e. Kitchen Floor Marbonite
- f. Exhaust fan fixing provision

10. TOILETS

Out of 2 or more toilets as per design of the flat, minimum 1 toilet will have Western style & 1 toilet will have Indian style.

- a. Flooring : Spartak Tiles Flooring Antiskid)
- b. Glazed Tile up to 7" (Coloured Printed)
- c. Sanitary ware White Sanitary Ware (Parryware or Hindware)
- d. Fittings: Bath Fittings Steel Hot & Cold Water in each bathroom (with Geezer Point) company (Mark or Essco something special)
- e. Two Basins with mixture in each flat (Parryware or Hindware)
- f. Exhaust fan fixing provision

11. ELECTRICAL

- a. All internal wiring in copper conductor using concealed conduits. Wires to be finolex or Anchor standard of quality.
- b. One T.V. Points & one Telephone Point only for drawing room) provides in each flat and also in Master Bed Room.
- c. All Electrical switches and accessories of standard Anchor ISI marked. Fans and other fixtures not included.
- d. Power Back up facility Silent Generator (300 Watts) only for flat of adequate capacity will be provided to run Pump. Common area lighting etc. Mahendra or Kirlosker (Silent Generator)

12. INTERNAL WALL FINISH

All internal walls shall be finished with Birla Putty

13. DECORATIVE

The Building Elevation to be highly decorative in nature with high quality finishing work manship and material as per design



FOR KAMINI HOMES

PARTNER

22/11/16

① Syed Naam Ahwaj  
② Syed Naam Ahwaj  
③ Chaudhary  
④ Talat  
22/11/16

(17)

14. EXTERNAL WALL FINISH

All external walls shall be finished with JK Putty or Birla Putty only painted with 2 coats of weather coat paint (Asian) Colour paint.

15. EXCLUSIVE FACILITY

- a. One Lift (Good Quality)
- b. Submersible pump water supply each flat.
- c. An Indian Style toilet for Maintenance Staffs, Servant & Drivers use at Ground Floor.
- d. CCTV Security Camera Facility connection.
- e. intercom facility connection each flat with reception
- f. Stairs & Terrace specifications, Fire fighting specification

16. EXTRA CHARGES & DEPOSITS FOR PERIPHERAL SERVICES TO BORNE BY LAND OWNER & BUYERS

The Society Security Deposit at the time of handing over the flat by the rule of association.

**NOTES:** All specification, sizes and layout etc, are subject to such variations, addition, alteration and modification as decided by the Developer/Land Owner/ Architects/Society or by competent Authority.

FULL DETAILS OF VALUATION

1. Total Area of vacant land 6677 Sq. Ft. = 15.33 Dec.
2. Total cost of Land value comes to Rs. 1,45,65,000/- Only @ 9,50,000/-per Decimals
3. Stamp Duty is according paid a sum of Rs. 2,92,300/- only @ 2% of the Total land valuation amount + Rs. 1000/- Only. And Rs. 6,000/-only for Security Deposit
4. Registration Fee 40,000/- plus Scanning Fees also paid through Bank Challan



① Kay + J Madam Ahm 2/11/16  
② Bilgini Jahan 22/11/16  
③ Chal-1  
④ Talab 22/11/16

FOR KAMINI HOMES

Partner 22/11/16

(18)

IN WITNESSES WHEREOF the Parties, have put their signature in presence of the witnesses on this day month and year mentioned above.

Syed Nasim Ahmed  
(Syed Nasim Ahmed) 22/1/16

Bilquis Jahan  
(Bilquis Jahan) 22/1/16

Ghazanfar Ahmad  
(Ghazanfar Ahmad) 22/1/16

Talat Perween  
(Talat Perween) 22/1/16  
SIGNATURE OF THE LAND OWNERS

**FOR KAMINI HOMES**

(Imran Khan)  
Partner

For:- Kamini Homes

INCOME TAX PAN : AANFK6831E

SIGNATURE OF THE DEVELOPER

WITNESSES



As per statement of the land owners and developer I have drafted the Deed of Development Agreement document in 18 pages.



Anwar Alam  
(ANWAR ALAM)  
Advocate,  
D.B.A, Patna  
22/01/2016

Mr. Naulkha  
Khair Mallick  
Shobhi Paragat Khair  
Samer Khan  
Raja Buzar  
Patna-800016  
22/01/2016

S.M. Amanullah Feroze  
4 Late Mol. Musa  
1 Chajapura  
B.V. College  
Patna-14 22/01/2016

## 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. 298300/-  
Addl. Stamp duty paid under Municipal Act Rs. 0/-

|                                |              |
|--------------------------------|--------------|
| Amt. Paid By N.J Stamp Paper   | Rs. 5000/-   |
| Amt. paid through Bank Challan | Rs. 313875/- |

|                                                               |        |   |     |       |     |   |     |   |      |                |                                |                |       |
|---------------------------------------------------------------|--------|---|-----|-------|-----|---|-----|---|------|----------------|--------------------------------|----------------|-------|
| Registration Fee                                              |        |   |     |       |     |   |     |   |      | LLR + Proc Fee |                                | Service Charge |       |
| FEE PAID                                                      | A1     | 0 | C   | 0     | H1b | 0 | K1a | 0 | Lii  | 0              | LLR 0<br>Proc.Fee 0<br>Total 0 | 575            |       |
|                                                               | 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 |      | 0              |                                |                |       |
|                                                               | TOTAL- |   |     |       |     |   |     |   |      |                |                                |                | 20000 |
| Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - |        |   |     |       |     |   |     |   |      |                |                                | 20575          |       |

Date: 29/01/2016

Registering Officer  
Patna

## Endorsement under section 52

Presented for registration at Registration Office, Patna on Friday, 29th January 2016 by Syed Nasim Ahmed S/O-Late Imdad Ahmad by profession Others. Status - Executant

Signature/L.T.I. of Presentant

Date: 29/01/2016

Registering Officer  
Patna

## Endorsement under section 58

Execution is admitted by those Executants and Identified by the person ( Identified by 'Syed Mohammad Amanullah Feroze' age '56' Sex 'M', 'S/O-Mohammad Musa', resident of 'Khajpura, B.V.College, Patna'. ), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 29/01/2016

Registering Officer  
Patna

## Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 30 on pages on 131 -153 , for the year 2016 and stored in CD volume No. CD-4 year 2016 .The document no. is printed on the Front Page of the document.

Date : 29/01/2016

Token No. : 1470

Year : 2016 S.No. : 1372

SCORE Ver.3.0

Registering Officer  
Patna

Deed No. : 1268

