

भारतीय गैर न्यायिक INDIA NON JUDICIAL



रु.5000

पाँच हजार रुपये



Rs.5000

FIVE THOUSAND RUPEES

बिहार BIHAR

A 292055

A 292055

Serial No. 6292

कि. 2722

तिथि 24

मई 2016

5000/-

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क्र. का नाम व पता

श्री सतिश कुमार सिंह

सुप्रीम कोर्ट, नया दिल्ली

विकास विभाग, पटना

महानगरपालिका, पटना

महानगरपालिका, पटना

महानगरपालिका, पटना

गो. वि. बि. प्र. कार्यालय, पटना

District Registry Office, Patna

Summary of Endorsement

This document was presented for registration on **24/05/2016** by **Satish Kumar Singh**
 A Stamp Duty of Rs. **407200/-** 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. **5731** in Book No. **1**, Volume No. **135** on pages from **380**
 to **398** and has been preserved in total **19** pages in C.D. No. **20** / Year **2016**

24/5/16

Date: 24/05/2016

Token No: 6508 /2016

Signature with Date
(Dhananjay Kumar Rao)
 Registering Officer, Patna

(Development Agreement)

THIS DEVELOPMENT AGREEMENT made this **24th.**
 day of May, 2016.

BETWEEN

(i) Sri Satish Kumar Singh

Sign. of Executant

24.05.2016

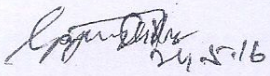
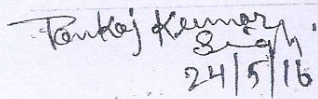
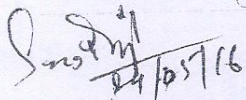
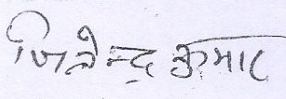
24.05.2016

SCANNED BY
Kumar Shekhar

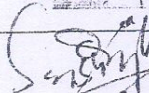
5/24/2016

District Registry Office, Patna

Token Number 6508 Reg. Year 2016 Serial Number 6292 Deed Number 5731

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Kumar Shekhar (Dir)						
Sig.	Kumar Shekhar 24/05/2016						
Executant	Gajendra Kumar						
Sig.	 24/5/16						
Executant	Pankaj Kumar Singh						
Sig.	 24/5/16						
Presented By	Satish Kumar Singh						
Sig.	 24/05/16						
Executant	Satish Kumar Singh	☒ Photo	☒ Thumb	☒ Index	☒ Middle	☒ Ring	☒ Little
Sig.							
Identified By	Jitendra Kumar						
Sig.	 24/05/16						




24/05/16

(2)

(ii) Sri Gajendra Kumar

(iii) ~~Sri Pankaj Kumar Singh~~ sons of Late Anjani Kumar Singh, all are resident of 303, Mangal Murti, Rajendra Nagar, Road No. 13/C, P.S.- Kadamkuan, District- Patna, (Bihar), permanent resident of Village-Mozafara, P.S.- Islampur, District- Nalanda, Indian Citizen, hereinafter referred to as "THE LAND OWNER" (which expression shall unless repugnant to the context, or meaning there to shall mean and include her Administrators, Legal Representatives, Heirs, Assigns or successors-in-interest) of the FIRST PART.

AND

M/s Akshat Dhriti Constructions Pvt. Ltd. having its Regd. Office at Shop -9, Ground Floor, Laxmi Palace, New Chitragupta Nagar, Kankarbagh, District - Patna- 800020, a Company incorporated under the Companies Act 1956, having it's Registration No. 70102BR2011PTC017447 represented through its Director Sri Kumar Shekhar S/o Late Ram Chandra Prasad, residing at- Laxmi Palace, New Chitragupta Nagar, Kankarbagh, District - Patna- 800020, hereinafter referred to as THE DEVELOPER (which expression shall unless it is repugnant to the context or meaning there to shall mean and include it's administrators, legal representatives, assigns and/or successor -in - interest) of the SECOND PART.

WHEREAS

The land owner is the owner in possession of a piece and parcel of land measuring area 18 Decimal (Eighteen Decimal) concerning to Survey plot no. 195 (One hundred ninety five), Tauzi no. 594 (Five hundred ninety four) under Khata no. 519 (Five hundred nineteen), Thana no. 12 (Twelve), situated in Mohalla- Bhagwat Nagar, Mauza- Kumhrar, Survey Thana- Patna City, at present P.S.- Agamkuan, Distt.- Patna, which is more fully and particularly described in schedule A. The sale deed dated 03.08.1979. Anjani Kumar Singh is seized and possessed of and is owner of or other wise was and is sufficiently entitled to the free hold to the schedule here in written (hereinafter for the sake of brevity referred to as the "said Property").

That the said property is under her exclusive possession with valid, clear and marketable, right, title and interest free from all encumbrances to the extent of 18 (eighteen) Decimals, and she is competent to transfer and convey the

For Akshat Dhriti Construction Pvt. Ltd.

Director

Kumar Shekhar

24/05/2016

Sign. of Executant

24/05/16

24/05/16

Pankaj Kumar Singh 24/5/16

Kumar Shekhar

(3)

whole or part of the said property.

That the said property is transferred by Sri Mangal Prasad Yadav son of Late Dhannu Yadav, Sri Kuldip Yadav son of Sri Magal Yadav and others, resident of Talab Baiskha, P.S.-Sultanganj, Distt.- Patna, through a deed of absolute sale dated 20.05.1979, which is registered in the office of Sub Registration Office Patna City in Book no. 1, Volume no. 39, pages 383 to 388, bearing deed no. 3596/1979. Since then Anjani Kumar Singh came in actual physical possession over the land of this deed and mutated his name in State Sirista and paying rent to the State of Bihar to Circle Office, Patna vide Zamabandi No. 887. After some time Anjani Kumar Singh died leaving behind his wife Smt. Devki Devi and three sons namely Satish Kumar Singh, Gajendra Kumar and Sri Pankaj Kumar Singh. After death of Anjani Kumar Singh all are came in actual physical possession over the land and mutated their names in the state serista and paying the rent regularly.

(A) It is further represented and declared by the Owner:-

(i) That the said property is under their exclusive possession with absolute right, title and Interest, free from all encumbrances to transfer land convey the whole or part of the said Property, having a fully marketable title thereby.

(ii) That the owners have not created any encumbrances on the said property, or any part thereof by way of sale, mortgage, exchange, lease, trust, assessment, rights, gifts, liens, leave land license permission, rent, possession, charges inheritance or any other encumbrances whatsoever.

(iii) That no notice or notification for acquisition/requisition under any of the statutes of the past or presently in force, have been received, served or passed by the P.R.D.A. (dissolved)/PMC, the PMC, Income Tax Department or any other government authorities, for acquisition or Requisition of the said property or any part thereof.

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

(v) That the owners have not entered in the past in any agreement for sale or development of the said property or any part thereof nor have made any arrangement with anyone whatsoever regarding the said property or any part thereof.

For Akshat Dhriti Construction Pvt. Ltd.

Kumar Shekhar

Director

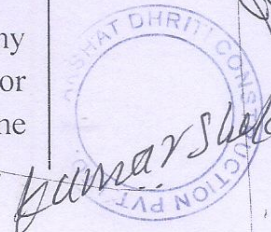
24/05/2016

Sign. of Executant

Satish Kumar Singh 24.05.16

Gajendra Kumar Singh 24.05.16

Pankaj Kumar Singh 24/5/16



(4)

AND WHEREAS, the owners are interested in getting constructed multi-storied residential flats on the said property and acquire super built up area in the shape of, residential flats, parking spaces, etc. as consideration for the value of the lands of the said property when conveyed by the owners to the Developers.

(B) The aforesaid developer, offered to develop and construct at its own cost, a multi-storied residential building on the said property of the owners (hereinafter referred to as the said building) and the owners wanted and agreed to acquire flats, and other built-up area of the said building as consideration for the part of the said property to be conveyed by the owners to the developer or its nominees etc.

(C) As a result of the negotiations between the parties hereto and on the representation and declarations made by the owners as herein recorded, an agreement for development of the said property by the aforesaid developer has been arrived at between the parties hereto upon terms and conditions hereinafter appearing.

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

(1) The aforesaid owners do hereby appoint the aforesaid Developer as the Developer of the said property and irrevocably grant to the Developer, who hereby accepts from the Owners the exclusive right, possession and license to develop the said property fully described in the Schedule-I hereunder written in the manner and on the terms, conditions and stipulation hereinafter mentioned.

(2) That the entire area of land given in Schedule -I of this agreement shall be handed over to the developer for construction of a multistoried residential building complex and the entire cost to be incurred for construction of the same shall be borne by the developer. The developer will construct the proposed building as per the sanctioned building plan of the PRDA (dissolved)/PMC.

(3) That the developer will be exclusively responsible for any accident or incident to be caused during the period of construction and they will be responsible and answerable before court of law for the same. The land Owners will not be responsible for the same in any way.

For Akshat Dhriti Construction Pvt. Ltd.

Kumar Shukla

Director

24/05/2016

Sign. of Executant

Singh

24.05.16

24.05.16

Pankaj Kumar Singh 24/5/16

Kumar Shukla



(5)

(4) That the entire multistoried building shall be constructed by the developer and the entire cost to be incurred for construction shall be borne by the developer including the cost of sewerage, drainage with all fittings, amenities, electric fittings, water connection, electrification, generator, lift, intercom etc. till the final finishing and completion of the entire building to make them habitable for the land Owners and other inmates of the building.

(5) The name of the proposed multistoried residential building complex shall be "**DEVKI APARTMENT**", or as mutually agreed upon by both the parties.

(6) That the developer agreed to hand over 50% (Fifty percent) of the total super-built-up area to the land Owner in consideration of the cost of land and building in shape undivided share with all right, title and interest in the said building. For the use and occupation of the land Owners as absolute Owners the all right and absolute title and possession over the same with an exclusive right to transfer, convey, sell grant lease or otherwise alienate their interest to any person or persons, association of person, firm, body corporate etc. on such terms and conditions as they may deem fit and proper. That the developer will hand over possession of the constructed owner's area to the owner with all amenities.

(7) In case Owner's 50% (Fifty percent) of the Super built-up area is not covered in the form of the complete flat taken, the developer will have to pay the equivalent Market Price to the Owners for the area.

(8) That similarly, the developer will retain 50% (Fifty percent) of the total super built-up area. In the shape of flats and car parking spaces in consideration of cost of construction with an absolute, right, title and interest and may transfer, convey, sell, grant lease of otherwise alienate their interest to any person or persons, association of person, firm, body corporate etc. on such terms and conditions as they may deem fit and proper. Both the land Owner and the developer will have absolute right, title and interest over their respective shares of super built-up area.

(9) That it is further agreed by the parties that any alteration in the approved building plan within the parameter of the PRDA (dissolved)/PMC building rules and regulation which may be deemed necessary during or after the sanction

For Akshat Dhriti Construction Pvt. Ltd.

Kumar Shekhar

Director

24/05/2016

Sign. of Executant

Sanjay

24.05.16

24.05.16

Anil Kumar Singh 24/5/16



(6)
of the building plan shall be done by the developer with the prior consent of the land Owners and the developer may alter such changes at its own risk and expenses. If any further construction will be made then the same shall be distributed between the land Owners and developer as per the above mentioned share. In case the entire building is required to demolish or is razed as a result of natural calamity and the building becomes inhabitable, all Owners, Developers and Purchasers, title holders to the building will have proportionate share of land. But no individual title holder is entitled to demolish his flat or building and demand share in the land.

(10) That the certificate of the architect regarding measurement of the super built-up area, built-up area and common service area will be final and binding on both the parties.

(11) The Owners shall, after the execution of this agreement allow every facility to the Developer, their staff, Engineers, Architects, workers etc. to enter upon the said property to enable the Developer to carry out various development works as stipulated in this agreement.

(12) That the builder will develop and construct the proposed building with all amenities therein on and thereon and give peaceful vacant possession of the Owner's area to the Owners within **36 months (Thirty six Months)** from the date of sanction of the building plan, with further grace period of **6 Months (Six months)**. This period will be subject to force majeure and such happenings as fire, tempest, accident exceptionally inclement weather, rioting etc. and any other act of God i.e. vis majeure.

(13) That the developer shall develop the said property themselves or through any agency, company etc. of their choice at their own cost and will be responsible for the development of the said land, but the Owners will have the right to inspect the development and construction of the said multistoried building. The developer will use the standard materials as specified in schedule-II.

(14) That the land Owners is entitled to verify and supervise the quality of materials to be used for construction of the building. If the land Owners find that the materials used for construction is not up to the marks and not of good quality

For Akshat Dhriti Construction Pvt. Ltd.

Kumar Shekhar

Director

24/05/2016

Sign. of Executant

Sonali 24.05.16

24.05.16

Pankaj Kumar Singh 24/5/16

Kumar Shekhar

(7)

then he should intimate the same to the developer and suggest to use better quality materials.

(15) The Owners shall at no time demand further sum of premium or any interest in any dealing regarding sale of Developer's area and the Owners shall, if necessary execute all such deeds and documents as may be required by the developer in this regard, However, the stamp duty and all expenses towards registration shall be borne and paid by the purchasers only and in no case by the Owners.

(16) From the date of delivery of possession of Owner's area to the Owners, the and or its allottees and the Developer and /or its allottees shall jointly have or be deemed to have undivided right, title and interest over the total land of the said properties in the proportion of their respective share in the said building even without any further act, deed, matter done by the Owners in this regard.

(17) The Owners hereby undertake not to sell, dispose of, alienate, charge, encumber, sublease or otherwise transfer the said land and/or property or any part thereof and further undertakes not to do any act (s), deed (s) matter (s) or thing (s) as shall be in breach of terms of this Development agreement save and except putting the said Developers thereon for the purpose of development pursuant to this development agreement. The Owners shall at no point of time after the commencement of development activities of the said property as per the agreement try to dispossess the said developer directly or indirectly from the said property.

(18) The developer shall be entitled to enter into agreement for sale, or otherwise allot units in the Developer's area in the said building and which does not form part of the Owners's area whenever required by the Developer.

(19) Similarly the Owners shall be fully entitled to enter into agreements for sale or otherwise allot UNITS comprised in the Owner's area in the said building and which does not form part of the Developer's area. Whenever required by the Owner.

(20) A separate list of detailed specifications for the said building in schedule II is part of this Development Agreement.

(21) AND WHEREAS after the Registration of this Development Agreement in Registry Office, the Owner and

For Akshat Dhriti Construction Pvt. Ltd.

Kumar Shekhar

Director

24/05/2016

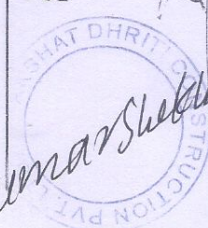
Sign. of Executant

Singh 24.05.16

24.05.16

Hanraj Kumar Singh 24/5/16

Kumar Shekhar



(8)

Developers shall be entitled to sell or enter into agreement for sale or other agreement or mortgage their shares directly to its prospective buyers or any financial Institutions.

(22) That after the completion of the construction of the building project developer/promoter/land owner shall be absolute owners of their respective shares and they will be entitled to sell/transfer as per Provisions of Bihar Apartment Ownership Act, 2006 u/s 5 (1) & 5 (2) and others.

(i) That the final /deed of the flat along with common areas and common facilities i.e. common verandah and balconies, lifts, common staircase, lawns, garden lands, setback areas, boundary wall, common parking areas, generators, fire fighting equipments, electrical installations in common areas, pipes fittings, all other fittings and fixtures meant for common areas, shall be executed and registered by the developer/promoter or the land owner, as the case may be, as per sub-section (1) in favour of the prospective apartment purchasers.

THE DEVELOPER FURTHER UNDERTAKES:-

(A) That they will not do any act of commission, omission, expressly or impliedly, directly or indirectly by which the Owner's right, title and interest over the said property may in any manner be adversely affected until the developer has given delivery of possession of the Owner's area to the Owners,

(B) To indemnify the owners and always keep them indemnified and harmless in respect of all claims, damages, compensation or expenses payable in consequences of any injury or accident sustained by any workman, artisan or invitees or other person 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.

(C) The Owners and the developer hereby agree that in case in future, at any time, due to relaxation in the building bye-laws if it is possible to construct any extra built-up area beyond the area already sanctioned by the Patna Regional development authority, shall be distributed between the Owners and developer in the same proportion, as mentioned herein above.

(D) The Owners will deliver to the developer and/or its duly authorized representative, certified copies/photo copies of all original title deeds documents and papers relating to the said property for complete examination of the Owner's title thereto and the Owners agree to co-operate with the developer in such examination of the Owner's title and to

For Akshat Dhriti Construction Pvt. Ltd.

Kumar Sudekhar

Director

24/05/2016

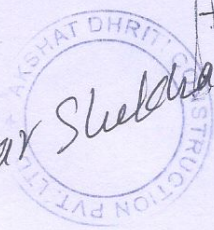
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S. Sudekhar
24.5.16

24.5.16

Pankaj Kumar Singh 24/5/16

Kumar Sudekhar



(9)

answer and/or comply with all reasonable requisitions that may be made by the developer and/or its representative in this regard to establish a marketable title to the said property.

(E) The developer shall be entitled to retain only photocopies/ Certified copies of the original documents pertaining to the said property including title deeds etc. however, the original documents will be produced by the Owners for inspection and photocopies will be given whenever required by the developer. However finally all the original documents shall be handed over to the Owner's society/association of Owners/ allottees of UNITS.

(F) The construction of the said building will be deluxe quality and the detailed specification is to be attached and part of the agreement and if the developers manage to construct any additional area (within the approved norms) more than the mentioned total area, the Owners and the developers will share the additional area in said ratio i.e. 50% (Fifty percent) in the residential constructed area to the land owner and 50% (Fifty percent) in the residential constructed area to the developers.

(G) The developer may form as it deems proper, a Co-operative housing society/association of persons, and body corporate etc. for maintenance of common services of the building. And in due course, the unit Owners and their nominee(s) shall become members of such an organization formed by the developer and the unit Owners, their nominees, respective agents, servants, licenses, tenant etc. shall be bounded to abide by the rule and regulation as be formed by the developer or the organization from time to time, and they shall be bound to contribute towards the costs of formation of such organization as well as to pay the regular maintenance charges as may be fixed and revised from time to time by the developer for the maintenance and management of the entire building complex.

(H) The nominee/s of the developer shall own and hold possession of the building comprised in the developer's area according to the standard agreement finalized by the developer, the Owners and its nominees(s) shall be bound to hold and own possession 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 agreement.

(I) The common area shall jointly be owned by all the Unit Owners of the said building with equal entitlements to use all

For Akshat Dhriti Construction Pvt. Ltd.

Kumar Sukumar

Director

24/05/2016

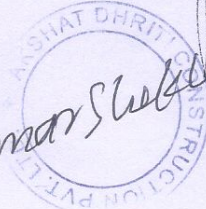
Sign. of Executant

Sankar Singh

24/05/16

Pankaj Kumar Singh 24/5/16

Kumar Sukumar



(10)

common areas and facilities extended for utilization by the occupants of the said building on the said terms and conditions applicable to all, for such utilization. No unit Owners/s of any part of the said building will have any exclusive right, title and interest over the common areas and common facilities except the right of common use.

(J) The Owners agree that if any levy is imposed by Patna Regional development authority PMC or any other public body or bodies or the government for the development/ betterment of the area in which the said property is located or any other levy becomes applicable on the said land or the building thereon then the same shall be paid by the Owners and the developer (or its allottees) jointly in the same proportion as their respective shares of super built-up area in the said building.

(K) The Owners agree that in case any fine or penalty/ fee/fine to be imposed on the said building for any alleged deviation from the sanctioned plan, resulting in any excess construction of the super built-up area of change within the bye-laws then the same shall be borne and paid by the developers.

(L) That it is agreed that in all transfer/conveyance of land and/or built-up area, the purchasers(s)/transferee(s) shall bear the cost of stamp duty, registration fee and other registration charges/expenses etc.

(M) That the Owners agree and undertake that in case of any dispute or litigation by person(s) claiming to be the co-sharer or contained in the schedule-I property or claiming his/their right title or interest though the Owners(s) relating to the right, title and interest regarding the Schedule-I property, the ongoing construction and development activities shall not be stopped or affected in any manner and the same shall be matter of the Owner's and the Owners shall keep the developer indemnified and development activities shall be free from all hindrances(s) so that the project may be completed in time.

(N) That the entire cost to be incurred for registration of this development agreement shall borne by the developer and the land Owner will have no concern with that.

(O) That in case of any dispute or differences between the parties arising out of relating to this development

For Akshat Dhriti Construction Pvt. Ltd.

Kumar Shekhar

Director

24/05/2016

Sign. of Executant

S. Singh

24/05/16

24/05/16

Ranjay Kumar Singh 24/5/16



(11)

agreement, the same shall be settled by reference of the dispute or differences to the arbitrator appointed by mutual consent of both the parties and such arbitration shall be conducted under the provisions of the arbitration & conciliation Act, 1996 as amended from time to time at Patna.

(p) That only courts of Patna shall have the exclusive jurisdiction over all the matters of dispute arising in respect of and from this agreement.

(q) That the developer may purchase or enter into development agreement for the land adjacent to the Schedule land for the construction of multistoried building with amalgamation of the adjacent land and Schedule land altogether and land owner/s will have no objection regarding the same in future.

(r) That the developer shall paid to the land owners of total Rs. 1,50,000/- only as non refundable amount before execution of this Development Agreement in which Rs. 50,000/- each owner by Ch. No. 011529, 011230 & 011531 dated 23.08.2015 issued by U.B.I., Pahari, Patna.

(s) That after handing over the possession of the flats of the land owner share by the developer, the land owner shall be liable for the taxes, rents, cess, duties etc. in respect of their share such as service tax, Municipal Tax, VAT, any other taxes as charged by the Govt. or competent authority.

SCHEDULE - A

SCHEDULE OF PROPERTY

All that piece and parcel of land measuring approximately measuring 18 Decimal (Eighteen Decimal) concerning to Survey plot no. 195 (One hundred ninety five), Tauzi no. 594 (Five hundred ninety four) under Khata no. 519 (Five hundred nineteen), Thana no. 12 (Twelve), situated in Mohalla- Bhagwat Nagar, Mauza- Kumhrar, Survey Thana- Patna City, at present P.S.- Agamkuan, Distt.- Patna, sub and sadar registry office Patna Sadar annual rent rupees 1/- only including cess, through Circle Officer Sadar Patna Bihar and bounded as under:-

BOUNDARY

North	-	Survey Plot no. 195 part Sri Badri Nath Verma.
South	-	Part Plot No. 195.
East	-	Branch Road.
West	-	Wahidul Khan.

For Akshat Dhriti Construction Pvt. Ltd.

16/05/2016

Director

24/05/2016

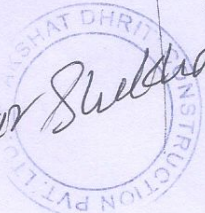
Sign. of Executant

24/05/16

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Bunar Shukla



(12)

Note :- Govt. value is mentioned at **Code No. 006 & Zone - 2 of M.V.R. 2016-17.**

Which Govt. value of above land is Rs. 2,01,60,000/- (Rupees Two Crore one lakh sixty thousand) only.

Share Distribution

Land owner share:-

1. Second floor (201-3BHK, 202-3BHK, 203-3BHK & 205-2BHK)
2. Third Floor (301-3BHK, 302-3BHK, 303-3BHK)
4. 7 (Seven) Car Parking spaces on Ground Floor.

Developer share:-

1. Entire First floor (101-3BHK, 102-3BHK, 103-3BHK, 104-2BHK & 105-2BHK)
2. Second Floor (204 2BHK)
3. Third Floor (304 2BHK & 305 2BHK)
4. 8 (eight) Car Parking spaces on Ground Floor.

Note:- Any extra area shall be compensate with the prevailing market value. Other than the car parking areas on the ground floor (107 sq.ft.) shall be developer share.

Annexure - 1

FEATURES AND SPECIFICATIONS OF RESIDENTIAL FLATS [Subject to consultant decision of Elevation of the said building]

A. FLOOR & FINISH:

1. The flooring in the living room, bed room, dinning area, Kitchen and balcony will be of cut size marble below 2 feet (drawing and dining halls will be given 24"x30" size marble) only three flats of land owners.
2. The Flooring in bath rooms, toilets will be of Mat finish ceramics antiskid tiles.
3. Ceramic/glazed tiles will be provided in toilets up to 6 feet ht. from finished floor level and in kitchen it will be up to 2.5'ht. from kitchen platform.

B. SANITARY WARE & FITTINGS:

1. All water closet and wash basins will be in white ceramic. With low level white cisterns made up of PVC of ISI mark.
2. All top fitting will be chromium plated brass of standard mark Jal Company 05 years warranty.
3. G.I. pipe should be of Tata or Jindal or I.S.I. approved make and all P.V.C. pipe to be of standard make with I.S.I. making.

C. KITCHEN PLATFORM & SINK:

For Akshat Dhriti Construction Pvt. Ltd.

Kumar Sudekha

Dir.

24/05/2016

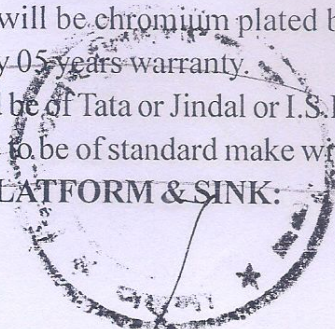
Sign. of Executant

Sudekha

Kumar Sudekha

24/05/16

Kumar Sudekha



(13)

Top of kitchen platform will be of green marble or orange marble with steel sink.

D. DOOR & WINDOW :

1. All Door frame will be made of locally available sal wood, door shutters will be of factory made 32 mm thick hard core water proof I.S.I. mark flush door shutters painted with two coats of synthetic enamel paint over a coat of primer.
2. Window frame and shutters will be of wood with 3 mm. pin headed glass. Frame and grills will be finished with enamel paints over primer.
3. The main door will be provided with a height latch, magic eye and an aldarop. All other door fittings will be of anodized aluminium. The doors of bedrooms will have aldarops. The other doors will be provided only with door bolts.

WALL AND OTHER CIVIL WORKS:

1. Interior walls will be decorated by plaster of Paris only.
2. Exterior wall will be finished with cement based snowcem/ permanent finish.
3. Brick work, R.C.C. outer & inner plaster as per P.W.D. specification and materials should be obtained from approved P.W.D. quarry.

PLUMBING AND WASTE WATER LINES:

1. All concealed plumbing for supply water will be of G.I. pipes of standard company and external soil or waste water lines will be PVC pipe/ Hume pipe in a two stack system.
2. Commode, Indian Pan, Wash Basin should be of standard make like Hindustan, Parry ware, Cream etc. but of white colour.

ELECTRICITY SUPPLY AND WIRING:

1. Wiring will be concealed and suitable for 3-phase supply. The actual supply may, be of single or 3-phase in accordance with rules and regulations of Bihar State Electricity Board in force at the time the complex is energized by them. If the Bihar State Electricity Board requires space within the compound to erect a transformer, the flat owners shall be deemed to have give permission to **Akshat Dhriti Construction Pvt. Ltd.**, For allotment of such space. Location of transformer and main board will be decided by the company and Bihar State Electricity Board. If three phase wiring is carried out inside flats, extra payment shall be made by the land owners to builder on actual basis.

For Akshat Dhriti Construction Pvt. Ltd.

Kumar Shekhar

Director

24/05/2016

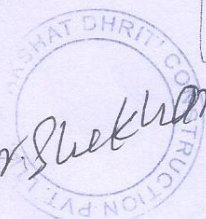
Sign. of Executant

24/05/16

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Pankaj Kumar Singh 24/5/16

Kumar Shekhar



(14)

2. Each flat will be provided with a separate meter located on the main electrical panel board. A separate meter (s) for common services will be provided on main electrical board.
3. All bed rooms, livings and dinning areas shall have I (one) plug point, 2(two) light points, 1(one fan point), 1-5 A plug point. In addition the master bed room, living and dining area shall have a 15A plug point. One 15A plug point will also be provided in kitchen and toilet of master bed room.

TELEPHONE AND T.V. CABLES:

1. Telephone cables will be provided from each flat upto common junction point (tag-block) at the gate or other suitable location. No wires will be drawn over this stretch.
2. Individual Television cables will be provided through concealed conduits for televisions connection from the terrace to each flat.

EXHAUST FAN OPENING:

If the structural design of complex permits, provision of a suitable opening for an exhaust fan shall be provided. But it is strictly dependent on consultant drawings and provisions.

AMENITIES

WATER:

A 24 hrs. water supply will be provided to all the flats or common area from own central boring systems as per the design of P.H. consultants.

SWERAGE:

Suitable arrangement for rain strom and soil water disposal shall be provided as per the design of P.H. consultants.

DRIVE WAY:

A paved drive way finished with chequered tiles or grey cement based mosaic tiles or simple grey based mosaic work will be provided and the campus will have its own compound wall with M.S. gate and security check post. If the exiting wall are in good condition company reserve rights to retain/rectify/modify them.

SERVANT ROOM/PARKING:

There is a provision of reserve parking space as per requirement of Patna Regional Development Authority some of them may be opened and some covered depending upon the availability of space.

OTHER CHARGES AND DEPOSITS: FOR RESIDENTIAL FLATS:

- (i) Electric connection: As per B.S.E.B. requirement.

For Akshat Dhriti Construction Pvt. Ltd.

Cummar S. S. S. S. S.
24/05/2016

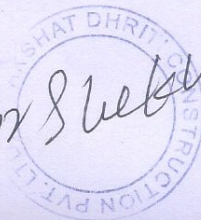
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S. S. S. S. S.
24/05/16

24/05/16

Pankaj Kumar Singh 24/5/16

Cummar S. S. S. S. S.



(15)

(ii) Generator as per flat connection for providing 300 watts emergency power supply from Generator cost shall be borne by developer.

(iii) Proposed cooperative membership fee and other formation charge: As required.

(iv) Maintenance deposit shall be made @ Rs. 10/- per sq. ft. owner's area.

(v) Lift : Lift per flat as per installation amount shall be borne by land owner and developer equally.

(vi) Intercom and Fire installation cost shall be borne by land owner and developer equally.

IN WITNESS WHEREOF the Land Owners and Developers set their hands to this deed of Development Agreement with their free will and sound mind on the day, month and the year first above mentioned in the presence of the following witnesses.

WITNESSES :-

1. रामेश्वर कुमार
पिता श्री जयदेव प्रसाद
आशुतोष पन्ना भुरली चक्र
हनुमानपुरा

पटना 14

24/5/16

Sankar
24/05/16

Sanjay Kumar Singh 24.05.16

Sanjay Kumar Singh 24/5/16

Signature of the Land Owner

For Akshat Dhriti Construction Pvt. Ltd.

2. सुनील कुमार
पिता श्री जयदेव प्रसाद
आशुतोष पन्ना भुरली चक्र
हनुमानपुरा

पटना

पटना

24/05/16

Kumar Shekhar
24/05/2016

Director

Signature of the Developer

Drafted on the format provided by the Govt. of Bihar, Department of Registration website www.registration.bih.nic.in and as per instructions by the parties :-

Printed:-

(SANJEEV KUMAR)

Advocate

UDDYOGJI'S CHAMBER,
 Collectorate Bar Association,
 Patna

(Dr. ANIL KUMAR SINHA, "UDDYOGI")

Advocate

'Chamber', Collectorate Bar Association
 Patna

Jay Prasad
24/05/2016

Advocate

Kumar Shekhar

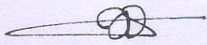
Endorsement of Certificate of Admissibility

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. 407200/-
Addl. Stamp duty paid under Municipal Act Rs. 0/-

Amt. Paid By N.J Stamp Paper	Rs. 5000/-
Amt. paid through Bank Challan	Rs. 428775/-

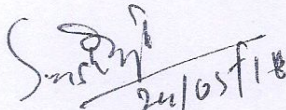
Registration Fee										LLR + Proc Fee	Service Charge
FEE PAID	A1	21000	C	0	H1b	0	K1a	0	Lii	0	550
	A8	0	D	0	H2	0	K1b	0	Liii	0	
	A9	0	DD	0	I	5000	K1c	0	Mb	25	
	A10	0	E	0	J1	0	K2	0	Na	0	
	B	0	H1a	0	J2	0	Li	0			
	TOTAL-									26025	
Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. -										26575	


Registering Officer
Patna

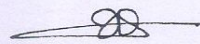
Date: 24/05/2016

Endorsement under section 52

Presented for registration at Registration Office, Patna on Tuesday, 24th May 2016 by Satish Kumar Singh Late Anjanai Kumar Singh by profession Others. Status - Executant


Signature/L.T.I. of Presentant

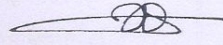
Date: 24/05/2016


Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Jitendra Kumar ' age '41' Sex 'M', 'Bijendra Prasad ', resident of 'Jagdevpath Murlichak, patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

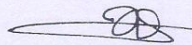
Date : 24/05/2016


Registering Officer
Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1, Volume No. 135 on pages on 380 -398 , for the year 2016 and stored in CD volume No. CD-20 year 2016 .The document no. is printed on the Front Page of the document.

Date : 24/05/2016


Registering Officer
Patna

Token No. : 6508

Year : 2016

S.No. :

6292

SCORE Ver.4.0

Deed No. : 5731

Gumar Subbar