



बिहार BIHAR

Summary of Endorsement

This document was presented for registration on 20/12/2009 by Ranjit Kumar Singh.

A stamp duty of Rs. 373960/- and other fees of Rs. 1404/- has been paid in it.

The document was found **admissible**. The names, photographs and 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. 24677 in Book No. 1, Volume No. 395 on pages from 380 to 399 and has been **preserved** in **total 20 pages** in C.D. No. 61 / Year 2009.

Date : 2211212009

Token No. : 2771212009

Signature with date -
(Ajay Krishna Mishra)
Registering Officer, Patna

DEVELOPMENT AGREEMENT

This development agreement is made and entered into at Patna on this the _____th day of December, 2009 of the Christian Era.

For NUTAN REALTORS (P) LTD.

For NUTAN REALTORS (P) LTD.

Ajay Kumar Singh

22/12/2009

Ajay Kumar Singh
22/12/2009

Director

Serial No : 27357
Token No : 27712
Type & Status
of Party

Deed No : *P-24677*
of 2009
Name of Party

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In Favour of *Sanjay Kr. Sinha (Dir.)*

In Favour of Signature of Party
Upnesh Kumar (Dir.)
Upnesh Kumar
31.12.09

					
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presented by Signature of Party
Self *Ranjit Kumar Singh*
22.11.09
7.12.09

					
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Executed by Signature of Party
Ranjit Kumar Singh
22.11.09
7.12.09

Executed by Signature of Party
Rajesh Kumar

Executed by Signature of Party
Ajay Kumar Singh
Ajay Kumar Singh
7/12/09

					
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identifier Signature of Party
Sanjay Kr. Pathak
Sanjay Kumar Pathak
7.12.09

	
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श्री - राजेश - कुमार
बि. नं. 29/87, सवाईराज, पटना

IN BETWEEN

1) Sri Ranjit Kumar Singh s/o Late Girija Nandan Singh and (2) Sri Ajay Kumar Singh and (3) **Rajesh Kumar**, both sons of Sri Ranjeet Kumar Singh, residents of Mohalla:- Mulchand Path, P.O.- Lohiyanagar, P.S.- Patrakarnagar in the town and district of Patna (Bihar), hereinafter jointly referred to as "the Landowners", the Party of the First Part, which expression, unless repugnant to the context or meaning thereof, shall mean and include their heirs, administrators, executors, legal representatives, successors-in-interest, assignees and/or nominee(s)

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Rajesh Kumar



Sanjay
7/12/09

Sanjay & —

Sanjay Kumar Singh

Sanjay Kumar Singh
07/12/2009

Serial No : 27357
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Photo

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Index

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In Favour of Sanjay Kr. Sinha (Dir.)

In Favour of Signature of Party
Upnesh Kumar (Dir.)

Presented by Self
Signature of Party
Ranjit Kumar Singh

Executed by Signature of Party
Ranjit Kumar Singh

Executed by Signature of Party
Ajay Kumar Singh

Executed by Signature of Party
Rajesh Kumar

Identifier
Signature of Party
Sanjay Kr. Pathak



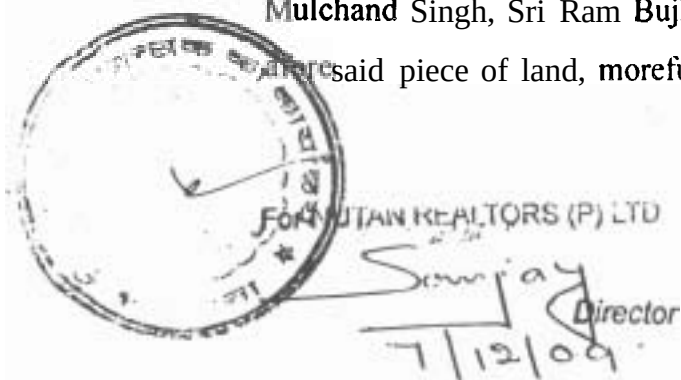
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AND

M/s **Nutan Realtors Pvt. Ltd.**, a company incorporated under the Companies Act, 1956, vide Registration No: **U45200BR2009PTC014620**, having its Registered Office situated at Opp. **Hariom Apartment**, ground floor, **Surya Prabha Mansion**, Exhibition Road, P.O: **G.P.O. & P.S. Gandhi Maidan** in the town & District Patna, represented by its Directors (1) Sri **Sanjay Kumar Sinha**, son of Sri Dharmendra Prasad Singh, resident of Flat No: 601, Radha **Krishna Complex**, R.K. Bhattacharya Road, P.S: **Gandhi Maidan** and (2) Sri **Upnesh Kumar** son of Sri Dharmendra Prasad Singh, resident of **Nutan Vihar Apartment**, Flat no: 401, Doctor's Colony, P.O: Lohiya Nagar, P.S: Kankarbagh, having been fully appointed as authorized representative of the company to act, sign, ~~execute any~~ legal documents or for transfer of title as well as other official documents on behalf of the company vide Board Resolution No: **2008-09/03** dated 04.12.2009, hereinafter referred to as "the Developer" which expression, unless repugnant to the context or meaning thereof, shall mean and include his heirs, administrators, executors ~~legal representatives~~, successors-in-interest, assignees **and/or nominee(s)** the party of the second part.

Whereas Sri **Mulchand Singh**, Sri Ram **Bujhawan Singh** and Sri **Prithwipal Singh**, all sons of **Sri Kishun Singh**, happened to be the joint Khatiyani Raiyats of a large chunk of land including the land measuring an area of 65 Decimals equivalent to approximately 20.80 Kathas, bearing Plot no. 395 to 407 & 409 appertaining to Khata No. 220, 191, 174, 237, 169 & 25, lying and situated at Mauza- Sadikpur Yogi under Revenue Survey Thana No. 09, **Tauzi** No. 227 in the Town & District of **Patna**, morefully described in the Schedule of Property written hereunder;

And whereas by virtue of intestate succession and two successive family partitions among the co-sharers of the entire immovable property of Sri **Mulchand Singh**, Sri Ram **Bujhawan Singh** and Sri **Prithwipal Singh**, the said piece of land, morefully described in the Schedule of Property,



For NUTAN REALTORS (P) LTD.

Upnesh Kumar
Managing Director

Rajesh Kumar

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fell in exclusive share of Sri Ranjeet Kumar Singh, Ajay Kumar Singh and Sri Rajesh Kumar who are the absolute owners of the same;

And whereas it has been -Represented and Declared by the Landowners:-

- 1) That the said land is under their exclusive possession with absolute right, title and interest, free from all encumbrances, charges or lien, capable of being transferred and conveyed in whole or in part, having a fully marketable title thereby.
- 2) That the Landowners have not created any encumbrance on the said land or any part thereof by way of sale, exchange, gift, mortgage, lease, trust, ~~assessment~~, lien, license, ~~permission~~, rent, possession, charge or in any other manner whatsoever.
- 3) That no notice or notification for any acquisition/requisition under any of the statute of the past or presently enforce has been received, served or passed by the Patna Municipal Corporation, Income tax Department or any other Government Authority for acquisition or requisition of the said land or any part thereof.
- 4) That apart from the Landowners, none else is entitled to have any share, right, title and/or interest in the said land or in any part thereof.

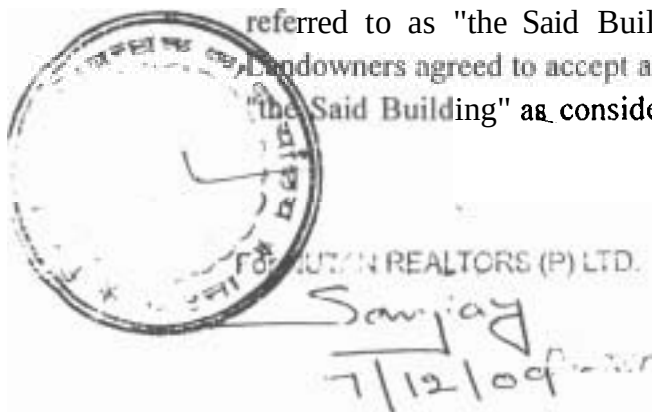
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And whereas the landowners of the First Part are desirous of raising their piece of land, morefully-described in the Schedule of Property, written hereunder, for the development and construction of a multistoried residential residential-cum-commercial building over there through a developer of repute who would develop and construct a residential residential-cum-commercial building at his own cost and allot, sale and give to them a share in built-up area of the said building complex in the shape of flats & car parking spaces etc. as consideration for the value of a share in the said land to be given by the Landowners to the Developer;

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And whereas the aforesaid Developer offered to develop and construct at its own cost a residential residential-cum-commercial building (hereinafter referred to as "the Said Building") on the said land and the aforesaid Landowners agreed to accept and acquire flats and car parking spaces etc in "the Said Building" as consideration for the value of a share in "the Said

Ajay Kumar Singh
07/12/2009



For NUTAN REALTORS (P) LTD.:

Upmasi Kumar
Managing Director

Land" to be conveyed by the Landowners to the Developer or its **nominee/s** including a cooperative housing society, **fim**, association of persons, a body corporate etc.;

And whereas on account of negotiations between the parties hereto, the aforesaid Landowners, the **party** of the First Part,, and the aforesaid Developer, the party of the Second Part, and upon representations and declarations made by the parties, a Development Agreement is entered into between the parties hereto upon the terms and conditions hereinafter appearing.

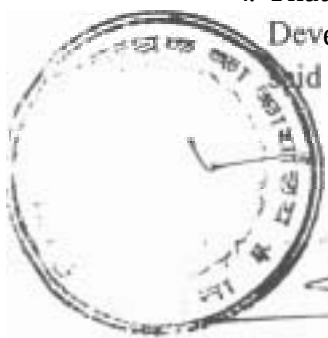
NOW THESE PRESENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. That the terms of this agreement become enforceable with immediate effect and shall remain enforceable till discharge of this agreement by performance and for all acts, deeds or things done in pursuant to the terms and conditions of this agreement.
2. That the Landowners appoint the aforesaid developer as the Developer of "the Said Land" and grant to the developer, who has accepted from them the said Land, described in Schedule of Property hereunder written, in the manner and on the terms and conditions and stipulations hereinafter mentioned.
3. That the Developer and the Landowners have irrevocably agreed that the Developer will construct entirely at his own cost, without any pecuniary contribution **from** the landowners, the said building complex **as per Specification** attached and as per plan mutually agreed upon by the developer and the **Landowners** and as sanctioned by the Patna Municipal Corporation or any other authority competent in the said regard for "the Said Land" and the said building shall be distributed over several floors.
4. That it has been mutually agreed upon between the parties that the Developer would construct a multistoried building complex upon the said piece of land measuring 65 decimals (approx.) or **20.80** Kathas

Rajesh Kumar

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Kumar, G. P.
20/11/2009



Sanjay
7/12/09

FOR NOTARY REALTORS (P) LTD.

Upendra Kumar
Managing Director

equivalent to **28,308.80** sq. ft (approx.) subject to approval of the map sanctioning authority and adherence to the law, rules and regulation applicable in the said regard which shall be binding upon both the parties.

5. That the said building complex shall be named and displayed as "BHAGYA-GIRI APARTMENTS".

6. That the aforesaid Developer has agreed to construct at its own cost the said multistoried residential/residential-cum commercial building on the said Land of the Landowners and has also agreed to give **50%** (Fifty percent) of the total built-up area of the building and parking space to the landowners (with undivided proportionate share in the land to be retained by the landowners) in consideration for the value of **50%** (Fifty percent) of the built-up area and parking spaces to be retained by the developer together with undivided proportionate share in the land who may use the same in any manner or sell the same to the prospective buyer(s) who may form an association of buyers or a new cooperative housing society or join as an existing co-operative society for the purpose of buying and owning flats in the said building complex whichever is found most suitable by the Developer.

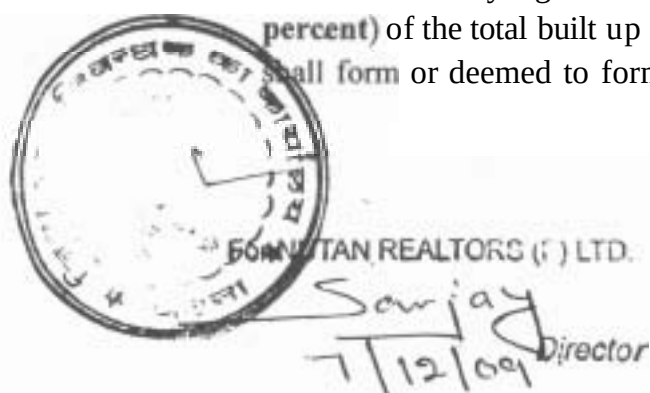
7. That as consideration for **50%** (Fifty percent) of the undivided share in the said land conveyed/transferred by the Landowners to the developer or its nominees, the developer agrees to give to the Landowners of the First Part **50 %** (Fifty percent) of the total built-up area in the shape of flats and reserved car parking spaces in the said building to be constructed on the said land by the developer hereinafter referred to as "the Landowner's area". This is by way of final settlement and either the Landowners or any person or body claiming through them will not demand any further sum of premium or any interest except his **50%** (Fifty percent) share in the built-up area in course of any dealing regarding developer's area.

8. That it is hereby agreed that delivery of possession of **50%** (Fifty percent) of the total built up area in finished condition and parking space shall form or deemed to form always an adequate consideration for the

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Umesh Kumar
Managing Director
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land area aforementioned **conveyed**/to be conveyed by the Landowners to the developer. The landowners, therefore, will have no right, title or interest over the remaining 50% (Fifty percent) of the undivided total land conveyed as aforesaid to the developer except the proportionate share of 50% (Fifty percent) of the **undivided** total land to be retained by the Landowners and **/or** his nominees.

9. That the Landowners and their **heirs**/ successors and **/or** nominees shall solely and exclusively be entitled to the Landowners' area and they will have absolute right, title and interest over their respective area and will be fully entitled to transfer, convey, grant and **otherwise** alienate their interest in any manner as deemed fit by them to any **person(s)**, association of persons, Firm, body corporate, co-operative societies, **govt.** agencies etc. on such terms and conditions as may be decided by the Landowners or any person claiming through or under them by way of sale, gift, exchange and mortgage etc.
10. That the Developer **and/or** his nominees shall solely and exclusively be entitled to the Developer's area and shall have absolute right, title and interest over the Developer's area and he shall be fully entitled to transfer, sale, deed execution, **convey**, grant or otherwise alienate to any person (s), association of persons, firm, body corporate, co-operative societies as **may** be decided by the developer or his **nominees(s)** or any person claiming through or under him by way of sale, gift, exchange and mortgage etc.
11. That within one month from the execution of this development agreement, the party of the First Part. agrees to hand over and the Developer agrees to take over the vacant, peaceful and unencumbered possession of the said Land for the purpose of implementation of the terms of this agreement.
12. That the developer agrees to **construct** the building complex within a period of 3 ½ years **form** the date of sanction of the Building plan by the Patna Municipal Corporation and / or other competent authority with a **grace** period of 9 months subject to force **majure** and such happenings beyond the control of the developer e.g. fire, tempest, accident,

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UPMESH KUMAR
Managing Director

strike, lock out, earthquake, exceptionally inclement weather and for any other Acts of God.

13. That the parties to this agreement shall have no objection in signing any necessary **paper(s)** required for obtaining approval of the Patna Municipal Corporation and or from any other authority or body. However, all fees, charges, costs and expenses relating to such approvals/sanctions, shall be **borne** by the Developer.

14. That it is further agreed ~~that~~ there may be alterations or revision of the aforesaid plan within ~~the~~ parameters of the Rules and Regulations framed under Patna Municipal Corporation Laws, which may become necessary, but the same shall not require any **further** approval of the Landowners but the Developer alone shall be entitled to make such **alterations/revisions** which would be binding on other parties.

15. That the Landowners will, after the execution of this agreement, allow every facility to **the Developer**, his staff, engineers, architects and workers etc. to enter upon the said land to enable the developer to carry out the various development works as stipulated in this agreement.

16. That this agreement shall not **even** be deemed to constitute a partnership of any sort between the parties hereto.

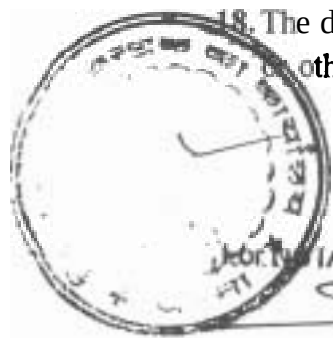
17. That the landowners hereby from the date of this agreement grant exclusive license to the developer to enter upon the said land and to take up and proceed with the development, planning and construction of the said building in terms of this agreement. The license granted to the developer by the landowners shall be a license as contemplated **under** section 60 (b) of the Indian Easement Act, 1982. It is **agreed** that any agreement or arrangement **made** or entered into at any time by the landowners either prior to execution of this agreement or thereafter in breach of or in violation to the **terms and conditions of this development** agreement, shall be null and void.

18. The developer shall have unfettered right to enter **into** agreement to sale **otherwise** allot flats, parking spaces and other tenement of his area in

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ANAND REALTORS (P) LTD.

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Upendra Kumar
Managing Director

the said building whenever required and the Landowners shall join as consenting parties in all such agreement, sale or allotment etc. made by the developer, if need be.

19. The Landowners shall be fully entitled to enter into agreement or otherwise allot flats, parking spaces and other tenements comprised in his area in the said building whenever required and the landowners and the developer ~~will join as consenting~~ party in all such agreement, sale or allotment etc. made by the Landowners, if need be.

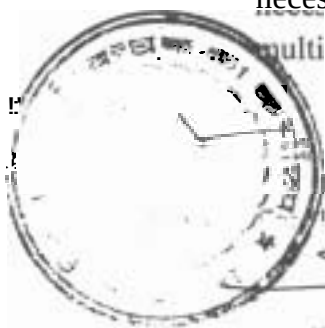
20. The parties to this agreement agree to be a member of the society, if any, framed jointly by the Land owners, developers ~~and/or~~ other allottees of the said building complex for the administration and maintenance of the building complex, its common areas and facilities and further agree to sign and execute all papers, documents and applications, Bye Laws, rules and regulations as may be necessary or required for formation and/or registration of such society and further agree to abide by the rules and regulations and bye laws of such ~~society/maintenance~~ committee to be framed for the upkeep and maintenance of the said building.

21. That for the purpose aforesaid and for purposes ancillary and incidental thereto, the landowners ~~have appointed, constituted and nominated~~ Sri **Upnesh Kumar** son of Sri Dharmendra Prasad Singh, resident Nutan Vihar Apartment, Flat no:401, ~~doctor's~~ Colony, P.O: Lohiya nagar, P.S: Kankarbagh in the town and District of Patna, their ~~lawful~~ and authorized "Attorney" to do ~~and~~ execute, all or any of the following acts, deeds, ~~and/or~~ things in their names ~~and/or~~ on their behalf:-- ,

a) To carry out, comply with and do every act, deed ~~and/or~~ thing as may be required under the provisions of this development agreement.

b) To make and prepare ~~and/or~~ cause to be made all such plans, estimates, specifications and designs ~~and/or~~ any alteration / modification of the said plans, designs or specification as may be necessary and advisable. for the purpose of construction of

ied building complex on the said land and for obtaining



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approval and/or sanction of the Patna Municipal Corporation and/or Local bodies, Town Planning Authority and to engage the services of any Architects, contractor, Engineer and other persons or parties for the said purpose and to sign all or any of such contract of such engagements as may be necessary.

- c) To sign plans etc. including ~~correction/endorsement~~ thereof, if any, for getting the same **approved** by the Patna Municipal Corporation and/or any other ~~Authority~~ or Authorities and to swear affidavits and file undertakings and/or other **papers/documents** as may be required by the Patna ~~Municipal~~ Corporation and/or any other Authority or Authorities for sanctioning the said plan **and/or** condoning deviations, if any, from the sanctioned plans **and/or** for representing for sanction of extra built-up-area due to relaxation in the building Bye-laws or due to any other reasons **and/or** against repayment of extra or penal fee etc.
- d) To ~~apply for~~ and to **obtain sanction or revision** of plan prepared with alteration, addition and modification and also to apply for and to obtain the occupancy certificate **and/or** completion certificate in respect of the building constructed or to be constructed on the said land.
- e) For any of the purposes mentioned hereinabove, to sign all applications, papers, **undertakings**, terms ~~and conditions etc.~~ as may, from time to time, be **advisable and** required.
- f) To commence, carry out and complete **and/or** cause to be commenced, carried out and completed construction work on the said land in accordance with the sanctioned plans and specification **and/or** with deviation as may be advised by the architects.
- g) To deal with and **carry on correspondence** on behalf of the landowners with all concerned Central **and/or** State Government authorities, local bodies and Patna Municipal Corporation in connection with or relating to the construction on the said Land.

Rajesh Kumar

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FOR NUTAN REALTORS (P) LTD.

Sanjay
Director
7/12/09

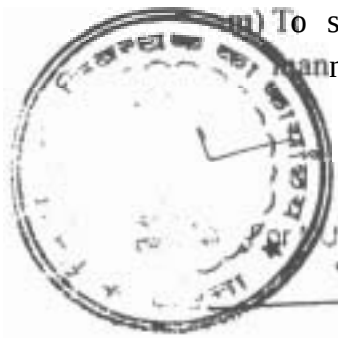
FOR NUTAN REALTORS (P) LTD.

Upendra Kumar
Managing Director
7/12/09

- h) To appear on behalf of ~~and~~ represent the ~~landowners~~ before any concerned ~~authority/authorities~~ and ~~party/parties~~ as may be necessary or advisable for or in connection with the development of the said land and to make agreements and arrive at such arrangement as the said attorney likes.
- i) To appear on ~~behalf of~~ and represent the landowners before any judicial or ~~quasi judicial~~ authority, court or tribunal as may be necessary or advisable for or in connection with any legal proceeding including commencement, conduct or compromise of any suit or case ~~relating~~ to the said land and its development under the present agreement and to sign and execute vakalatnama, file ~~petitions/affidavit~~ etc. ~~and~~ to make agreements and arrive at such arrangement as the said attorney likes.
- j) To ask, demand, sue for, enforce payment of and recover and receive from any person or persons rents and compensation and profit ~~and/or~~ deposit in respect of ~~the construction, other than reserved~~ for the land owners under ~~the said development agreement~~, which now or at any time hereinafter may become due and payable.
- k) To demolish and remove the existing structure on the said land and to display ~~its* own~~ signboard over the said land and in order to mobilize funds ~~from~~ its prospective buyers, publish and advertise the proposal of Housing Scheme in its own name as the ~~Developer/Builder~~ by ~~means~~ of paper publication or through any other means and to ~~book and allot developer's share in the land and building.~~
- l) To enter into and sign agreement to sale, on ownership basis, ~~flat/apartment~~ to its ~~allottees~~ on such terms and conditions as the developer may deem fit and proper and to receive and appropriate all money whether received ~~on account of such allotment as member contribution or as loan from any financial institution/bank.~~
- m) To sale, gift, exchange, mortgage or ~~otherwise~~ transfer in any manner, the entire constructions ~~relating to the developer's share~~

Rajesh Kumar

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For NUTAN REALTORS (P) LTD.

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Managing Director

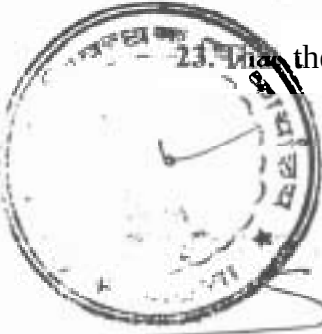
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(50%) **as** also **proportionate** share in the land to anyone as may be desired by the developer **and** for the purpose **aforesaid** to execute deed/document of transfer.

- n) To raise loans on the security of the said land and to mortgage the developer's area to any Bank / Financial Institution for the purpose of raising loans as may be required for the construction of the proposed multistoried building **complex or for any other purpose** and to sign **and execute for the purpose aforesaid any** deed, document or papers **as may be necessary**. However, the landowners owe no responsibility to **repay** the loan amount.
- o) To arrange for the execution and registration of flats and parking spaces in favour of prospective **buyer(s)** of developer's share and to execute and sign deeds / documents for transfer of flats and parking spaces with proportionate share in the land on his behalf.
- p) To apply for and **obtain income tax clearance certificate, urban** land clearance and all **other permissions and approvals**, **as** may be necessary for transfer/ conveyance of developer's share, for and on behalf of the landowners and also to present and admit execution of the said documents of transfer¹ conveyance before the registration authority **and** to do all acts, deeds and things which may be necessary and incidental in the said regard for granting such documents of title to the developer **and/or** his nominees.
- q) To do in general all **or any of the acts, deeds or things ancillary and incidental to the construction, management and transfer of** multistoried building complex subject to the terms and conditions of this development agreement.

22. The landowners hereby declare that all acts, **deeds** and things **lawfully** done by their attorney shall be construed to be acts, deeds and things done by them and on their behalf which they undertake to ratify.

That the landowners will deliver to the developer and / or its duly

 **Rajesh Kumar**
7/12/09

UPNASH KUMAR
Managing Director-12/09

UPNASH KUMAR
7/12/09

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- p) To apply for and obtain income tax clearance ~~certificate~~, urban land clearance and all ~~other permissions and approvals~~, **as** may be necessary for transfer1 conveyance of developer's share, for and on behalf of the landowners and also to present and admit execution of the said documents of transfer1 **conveyance** before the registration authority and- to do all acts, deeds and things which may be necessary and incidental in the said regard for granting such documents of title to the developer **and/or** his nominees.
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23. That the landowners will deliver to the developer and / or its duly

TO THE DIRECTORS (P) LTD.

Umesh Kumar

Managing Director 7/12/09

Rajesh Kumar

23/12/09 7/12/09

Kumari Singh
7/12/09

authorized attorney certified copies/photocopies of all original title deeds/documents and papers relating to the said property for complete examination of the owners title thereto and landowners agree to give full co-operation to the developer in such examination of the owners title and to answer and/or to comply with all reasonable requisition that may be made by the developer and/or its attorney in this regard to establish a marketable title to the said land.

24. That if, and any, litigation is found to exist with respect to the said land and the right, title or interest of the developer is affected by such litigation and/or the developer is dispossessed from the said land subsequent to execution of this agreement or subsequent to the commencement of developmental and construction work, the developer shall be entitled to be compensated for all the losses he would suffer which will include refund, within 30 days from the date of knowledge, of the premium amount, construction cost and any other cost already incurred in terms of developments of the said land together with the prevalent bank rate of interest over such amount payable to developer.

25. That in case there be any defect in title of the landowners or there be any liability or any encumbrance which might be cured and discharged then in such an event the developer shall be entitled to have such defect cured and/or liability cleaned for and on behalf of the landowners and at the owner's cost and expenses.

26. That the developer shall be entitled to retain the original documents pertaining to the said land including title deeds etc., however, the original documents/deed shall be produced by the developer for inspection as and when required by the landowners.

27. That all outgoings including municipal taxes and other charges in respect of the said land shall be borne and paid by the landowners till the date of handing over the vacant possession of the said land.

That after delivery of possession of the Landowners' area to them free from all encumbrance, all outgoings in respect of the said land

For NITAN REALTORS (P) LTD.
Sanjay
Director
7/12/09

For NITAN REALTORS (P) LTD.

Omprakash Kumar
Managing Director
7/12/09

Rajesh Kumar

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11/12/09

and the said building thereon shall be borne and paid by the Landowners and the developer and/or their nominees proportionately to their respective shares in the total built-up area..

29. That upon delivery of possession of the Landowners' area by the developer and subject to the terms and conditions contained herein or at such earliest time as may be mutually agreed upon, the landowners as the Confirming Party may be required to execute and register conveyance(s) of developer's share in the built-up area and undivided share in the said land in favour of the developer himself or its nominee(s)/purchasers including a cooperative housing society or association of persons or body corporate etc. In default of the landowners executing such transfer / conveyance or such other deed as may be deemed necessary, the developer shall be entitled to take such steps as may be necessary for execution and registration of all such documents of transfer /conveyance and for this purpose, the landowners hereby appoint Sri Upnesh Kumar son of Sri Dharmendra Prasad Singh, resident Nutan Vihar Apartment, Flat no:401, doctor's Colony, P.O: Lohiya nagar, P.S: kankarbagh in the town and District of Patna, as their true and lawful attorney to act jointly and/or severally.

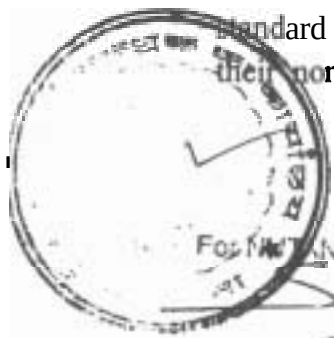
Rajesh Kumar

30. That the developer may form, as he may deem fit and proper, a cooperative housing society, association of persons or a body corporate of all the persons owning tenements in the said building. The Landowners and his nominee shall become members of such an organization. All members forming such a body shall abide by the rules and regulations as framed by such an organization from time to time and they shall be bound to contribute towards the cost of formation of such an organization as well as to pay regular maintenance charges as may be fixed for the maintenance and management of entire building complex.

22/11/14 g.m. Rte
7.12.09

31. That the nominees(s) of the developer shall own and hold portion of the building comprised in the developer's area according to the standard agreement finalized by the developer. The Landowners and their nominee(s) shall be bound to hold and own portions of the

22/11/14 g.m. Rte
7.12.09



FORTNIGHT REALTORS (P) LTD.

Sanjay
7/12/09

FORTNIGHT REALTORS (P) LTD.

Upnesh Kumar

Managing Director

Landowners' area in the said building .on the same terms and conditions as contained in the aforesaid standard agreement and to execute similar agreements.

32. That the common areas shall jointly be owned by all the owners of the portions of the said building with equal entitlement to use all common areas and facilities ~~extended for utilization by the occupants of the said building on the same terms and conditions applicable to all for such utilization.~~ No owner of any part of the said building will have exclusive right, title and interest over the common areas and common facilities **accept** the right to common use.

33. That it is agreed that if any levy is imposed by the Patna Municipal Corporation or any other public body or the Govt. for the development¹ 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 Landowners and the developer ~~and / or their nominees/ allottees jointly~~ in the same proportion as their shares of built-up area in the said Building.

34. That it is agreed that in all transfer / conveyance of land **and/or** built-up area, the **purchaser(s) / transferee(s)** shall bear the cost of stamp duty, court *fees and other registration charges including miscellaneous expenses.

35. That in case of any ~~dispute arising between the parties relating to this development agreement~~, the same shall be settled by reference to the dispute or provision of the Arbitration Act 1996, **as** amended from time to time, or by the appropriate Court of Law having jurisdiction in the matter.

36. The general specification for **construction** of Super Structure & **fixture/fittings** to be ~~used for the~~ above named **residential/residential** cum commercial building shall be **as** follows:-



For NULAN REALTORS (P) LTD.

Upmash Kumar
Managing Dire 7/12/09

Rajish Kumar

22/11/12 G.M. R. R.
7.12.09

Ajay Kumar Singh
07/12/2009

GENERAL SPECIFICATION OF "BHAGYA-GIRI APARTMENTS"STRUCTURE

- ❖ RCC Frame Structure with brick Filler Walls

FLOORING

- ❖ Vitrified Tiles inside the flat.

DOORS & WINDOWS

- ❖ Main Door – Decorative Panel door polished on the front side. Other doors will be Flush Doors painted with two coats of enamel paint.
- ❖ Sal wood door and window frame.
- ❖ Fully glazed windows, paneled with Gamhar wood.

KITCHEN

- ❖ Slabs of well Finished **Granite** Stone with Stainless Steel Sink and Drain Board; Glazed Tiles dado wall up to 2' height over counter.
- ❖ Two Power plug will be provided for microwave & geyser in Kitchen.

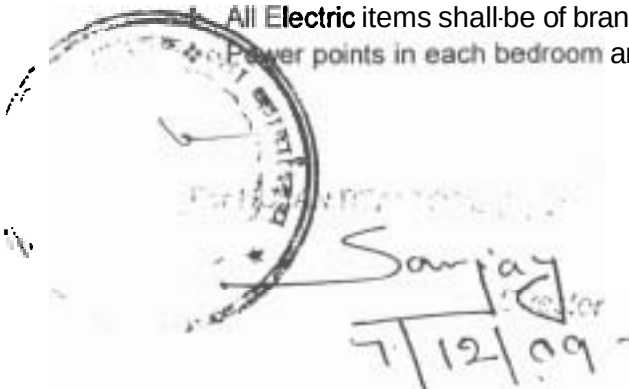
BATHROOM

- ❖ White colour Ceramic **Sanitaryware** in Master bedroom & bathroom and white sanitary wares in other bathroom (~~Make-Parry~~ ware / ~~Hind~~ ware or of any other branded company).
- ❖ Ceramic Floor Tiles, **Ceramic-Tile** up to 7' On Walls, European WC in Toilet attached to Master bed room shall of branded company.
- ❖ Provision for Hot & Cold Water Supply. Branded CP Fittings, Wash Basin with Counter in one toilet.
- ❖ Power plug for geyser in each Bathroom.

ELECTRICAL

- ❖ Copper **Wiring** in Concealed **P.V.C** Conduits. Sufficient light points. Provision for T.V. Telephone Points in each Bedroom & Drawing Room.

All **Electric** items shall be of branded company.
Power points in each bedroom and drawing room.



FOR NUSTALIA BUILDERS (P) LTD.

Umesh Kumar
[Signature] 2/12/09

Rajesh Kumar 08.

? 22/11/09 7.12.09

Umesh Kumar 8/12/09 07/12/2009

FINISHING

- ❖ All internal walls with P.O.P punning, Cornice and moldings in Drawing/Dining and Bedroom. Weather coat of branded company to be provided on external walls.

WATER

- ❖ 24 Hours Fresh water supply from own Tube well.

PARKING

- ❖ Covered/Open Car Parking space on ownership basis

LIFT

- ❖ One standard company make Elevator with a capacity of 6 persons.

SECURITY

- ❖ 24 Hours cable Intercom system from the gate to all the units of the apartment for the greatest Security with CCTV Installation and Fire fighting arrangement at all floors.

SCHEDULE OF PROPERTY

Piece & parcel of land measuring an area of 65 decimals equivalent to approximately 20.80 Kathas or thereabout, lying and situated at Mauza- Sadikpur Yogi under Survey Thana No-9, Tauzi No. 227, bearing Plot no. 395 to 407 & 409 appertaining to Khata No. 220, 191, 174, 237, 169 & 25, under P.S- Patrakarnagar within the jurisdiction of the Sub- and Sadar Registration Office and Town & District of Patna and bounded as follows:-

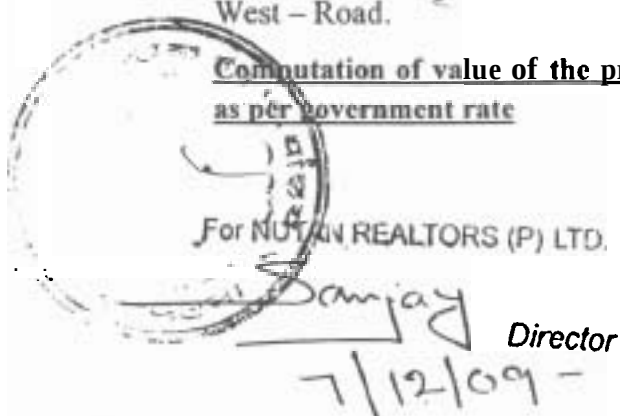
North – House of Bhola Singh & others.

South – House of Arjun Singh & others.

East – House of Madan Sharma & others.

West – Road.

Computation of value of the property under development agreement as per government rate



NUTAN REALTORS (P) LTD.
Umesh Kumar
 Managing Director

Rajesh Kumar

7-12-09

Ajay Kumar Singh
07/12/2009

1. Total land area (approx.) is 20. 80 Kathas 28,308.80 sq. ft.
2. Value of the Land @ Rs.660.13 per sq. ft.
or @ Rs2,87,500/- per decimal ~~Rs1,86,87,500/-~~

(Rupees One Crore Eighty Six Lacs Eighty seven Thousand Five Hundred) only.

In witness whereof the parties hereto have executed this development agreement on the day, month and year first above written before witnesses herein mentioned.

Witnesses:-

1. Sanjay Kumar Sinha
S/o Gov. D.N. Pathak
Flat no 207 A-2,
Nutan Tower
4. Bldg. Park
07-12-09
2. Rajesh Kumar
S/o Sishankar Singh
Orange Ridge colony
4. Bldg. Park
Gurukul Singh
Partner
07-12-09

(Sri Ranjit Kumar Singh)
(Pan No : AIAPS.5181R.....)
07/12/2009
(Sri Ajay Kumar Singh)
(Pan No : AIAPS.4597N.....)
Rajesh Kumar
(Sri Rajesh Kumar)
(Pan No.....:.....)
Signature of the Landowners
For Nutan Realtors Pvt.Ltd.

For NUTAN REALTORS (P) LTD.
Sanjay 07/12/09 -
(Sri Sanjay Kumar Sinha)
(Pan No: ADHPS9034L)
For NUTAN REALTORS (P) LTD.
Upendra & Sanjay 07/12/09
(Sri Upendra Kumar)
(Pan No: AUBPK2554J)
Signature of the Builder/Developer

Drafted by-
(Anup Kumar Sinha)
Advocate
Anup Kumar Sinha



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.

The Document is kept pending for Commission

Stamp duty paid under Indian Stamp Act				Rs.	373960	Amt. paid by N.J. Stamp Paper -			Rs. 100
Addl. Stamp duty paid under Municipal Act				Rs.		Amt. paid through Bank Challan -			Rs. 375264
Registration Fee						LLR + Process Fee			Service Charge
FEE PAID	A1	0 C	0 H1b	0 Kal	0 Lii	0	LLR	0	
	A8	0 D	0 H2	0 K1b	0 Liii	0	Proc. Fee	0	600
	A9	0 DD	0 I	0 K1c	500 Mb	0	Total-	0	
	A10	0 E	250 J1	OK2	0 Na	54			
	B	0 H1a	0 J2	0 Li	0				
TOTAL-						804			
Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. .						1404	Registering Officer		
Date : 07/12/2009						Patna			

Endorsement under section 52

Presented for registration at Registration Office, Patna on Monday, 07th December 2009 by Ranjit Kumar Singh SIO-Late Girija Nandan Singh by profession Others. Status - Executant

Signature / L.T.I. of Presentant Date : 07/12/2009

Registering Officer Patna

Endorsement under section 58

A commission is hereby issued under section 38(2) of the Registration Act ,1908 to..... for the purpose of inquiring whether this document has been executed by..... son/daughter/wife of.....of.....by whom it purports to have been executed.

Date : 07/12/2009

Registering Officer Patna

Date : Token No.27712 Year - 2009 SH No. 27359-11 SCORE Ver. 2.1 Deed No. NIC-Bihar



Registering Officer Patna