Deed No. 2630

Serial No. 2947

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

This document was presented for registration on **27/03/2017** by **Deepa Kumar**
A stamp duty of Rs. **602840**/- and other fees of Rs. **21000**/- 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. **2630** in Book No. **1**, Volume No. **60** on pages from **196** to **226** and has been preserved in total **31** pages in C.D. No. **10** / Year **2017**

Signature with Date
(**Prashant Kumar**)
Registering Officer, **Patna**

Date: 27/03/2017 Token No: 3073 /2017

302/17

दस्तावेज की जाँच किया
एवं
ज में अंकित वर्णित विवरणो के अनुरूप सही पाया।
27/3/17
जाँच लिपिक
(प्रवीण कुमार)

SCANNED BY
(SHASHI BHUSHAN PATHAK)
OPERATOR

FOR CONCICON CONSTRUCTION PVT. LTD.
27/3/2017
MANAGING DIRECTOR

DEVELOPMENT AGREEMENT

THIS INDENTURE OF **DEVELOPMENT AGREEMENT** is made here at Patna and entered on this 27th March 2017 of the Christian era.

BETWEEN

DEEPA KUMAR W/o. Shri Sanjeev Kumar and D/o. late Sri Ram Suresah Lal Srivastava resident of New Patliputra, P.S. Patliputra, Patna – 800015, self called "the Owner"(which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the FIRST PART;

Deepa Kumari
27.3.2017.

District Registry Office,Patna

oken Number 3073 Reg. Year 2017 Serial Number 2947 Deed Number 2630

resType	Name	Photo	Thumb	Index	Middle	Ring	Little
laimant	Amar Anand (M.D)						
Sig.	27/3/17						
Presented By	Deepa Kumar						
Sig.	Deepa Kumar. 27.3.2017.						
Executant	Deepa Kumar	× Photo	× Thumb	× Index	× Middle	× Ring	× Little
Sig.	Deepa Kumar. 27.3.2017.						
Identified By	Nand Kishore Tanti						
Sig.	Nand kishor Tanti 27/3/2017						

SCORE Ver.4.0 Powered by IL&FS Technologies Ltd. Biometric Captured By 2800sop021

Deepa kumar.
27.3.2017.



AND

IN FAVOUR OF

M/S. CONCICON CONSTRUCTION PRIVATE LIMITED, a company incorporated under the Indian Companies Act, 1956, having its registered office at Jai Ram Bhawan, Sadar Bazar, Danapur Cantt, P.S. Danapur, District – Patna, through its Managing Director **SRI AMAR ANAND,** son of Shri Ram Lakhan Prasad, resident of Jai Ram Bhawan, Sadar Bazar, Danapur Cantt. P.S. Danapur, District – Patna, Indian Citizen, authorised by all the other Director of the Company, (hereinafter referred to as the **COMPANY/DEVELOPER,** (which expression shall unless repugnant to the subject or context, mean and include its executors, administrators, representatives, successors and assignees), of the OTHER PART.

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WHEREAS

A) The owner owned & possessed all that piece and parcel of the property described in Schedule – I below hereunder this Development Agreement and they are sufficient right, title, interest and possession over the same absolutely as absolute Owner, which are free from all kinds of encumbrances, lien, loan, mortgage and any defect in title and the aforesaid Land Owner Smt. Deepa Kumar got the land measuring 15.625 Decimals equal to 5 Kathas with constructed three storied residential house over the same, on which the construed area of on Ground floor is measuring 2349.9322 Sq.ft., the constructed area on First floor is measuring 2349.9322 and construed area is 800 Sq.ft. on Second floor i.e. total constructed 5499.86 Sq.ft. , which is constructed in year 1975 including all kinds of easement aminities and appurtenant thereto with window door including other things with the facility of residential purposes, situated at Mauza – Mainpur alias Mainpura presently so called as Mohalla – New Patliputra Colony, Patna – 800013, Pargana and Cadestral Revenue Thana – Phulwari, old P.S. – Digha, present P.S.- Patliputra, District Patna by virtue of a Registered Deed of Gift bearing Token No. 30582/2011, Deed No. 24604 in Book No. 1, Volume No. 426, CD – 66, and pages 94 to

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103 in the year 2011 dated 10-10-2011 at District Sub Registry Office, Patna.

B) M/S. CONCICON CONSTRUCTION PRIVATE LIMITED on being satisfied that the Owner is having peaceful physical possession over land in all respect as described in Schedule-1 below of this Development Agreement has approached the Owner with an intention to develop the said property for the Owner and pursuant to the negotiations by and between the parties hereto.

C) M/S CONCICON CONSTRUCTION PRIVATE LIMITED who as developer for the first part as well assured that the sanctioned plan in the name of owner shall be revalidated once the 3 storied building in front of dismantled in line with the order by Patna Municipal Corporation dated 09/02/2017. And the Developers agreed to pursue & shoulder the responsibilities at their own costs for the clearance of objection put forward over the approved plan by the competent authority/Patna Municipal Corporation for construction of G+4 for re-validation of plan by the Municipal Corporation of PATNA. As a result of which hereof the Owner are desirous of appointing the Developers as developers of the Schedule property more particularly described in the Schedule-I hereunder written for the consideration and upon the terms and conditions set forth hereinafter.

D) Only after submission of revalidation of pre-approved plan P/Patliputra/PRN-5-CA/01/14391/07-2009/PMC-6-3-11/08-12-01 dated 15/12/2011 in the name of the Owner ; Smt Deepa Kumar w/o Sanjeev Kumar & Sh Sanjeev Kumar s/o Late Bijoy Shankar Prasad, the Owner agrees for development of 2nd phases.

E) The Developer confirmed that upon pursuing the resolution of objection, municipal Building Tribunal on 09/02/2017 passed an order to demolish the 3 storied building within 4 months from the issuance of order so as to meet the approach to 1st phase building structure, the newly constructed building from GD mishra Path, a pre-requisite as per by-law. The Developer also confirmed that the tribunal further directed the applicant M/S Consicon, appeared on

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behalf of the Owner, to get the plan P/Patliputra/PRN-5-CA/01/14391/07-2009/PMC-6-3-11/08-12-01 dated 15/12/2011 revalidated by PMC upon demolition.

F) This agreement is for second phase of development by M/s. Concicon, the developer for the first phase as well. M/S Consicon agreed

-that the 3 storied building shall be dismantlled within the approved time of 4 months from 09/02/2017.

(i) That within the period of dismantling, the process of revalidation of building plan shall be completed & 1st phase building shall be made operational with readily available clearance for creating 3rd party interest before actually commencing the constrution of 2nd phase building.

(ii) That unless the Developer is 100% sure on viability of 2nd phase development, the Developer shall not start the construction work per se even, after dismantling and continuation of construction work shall shift onus on to the Developer for ensuring complete viability of the development & this agreemnt shall come into force only then. Till such time no charge shall be created by the Developer even after the dismantling 3 stories structure on schedule-1 described land.

(iii) That M/S consicon agreed to indemnify the owner from consequential issues like , issues pertaining to reduction of FAR if any & by all means shall ensure handing over of area as per plan without any diluation.

(iv) That in case, the judgement of government authority any way affect the construction of G+4 as per the approved plan & deviation thereof, M/S Consicon undertakes to compensate owner's share in absolute terms i.e. all flats in 1st floor, 3rd floor & one flat marked D measuring 1325 Sqft in 2nd floor as agreed shall not get liquidated by any manner & is the essence of this agreement.

(v) That, M/S consicon agreed to indemnify the owner from claim, penalty or making good the losses to owner arising out of improper quality of construction; not following instruction of

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structural engineers, architect, byelaws, rules & regulation of construction & subsequent act of authority's right to removal of part or whole of construction on deviation beyond permissible limit. The developer agreed for the responsibility in totality & shall undertake to represent owner for consequential legal proceedings if any cost compensate Owner to their fullest towards cost of legal formalities & redevelopment & handing over the possession of owner's share in absolute terms i.e. two floors namely 1st & 3rd floor complete in all respect & flat maked D measuring 1325 on 2nd floor

G) The schedule – I property below is under the exclusive possession of the Owner with marketable right, title and interest free from all encumbrances to transfer and convey the whole or part of her Schedule – I below property and she has not created any encumbrances on the Schedule-I below property or any part thereof by way of sale, mortgage, exchange, lease, trust, easement right, gifts, liens, leave and license, permission, rent possession, charges, inheritance or any whatsoever and any notice/notification for acquisition/requisition from any authority concerned up till now and there are no attachment either before or after judgement and there is no claims, demands, suits, decrees, injunctions, orders, notice, petitions or adjudication order affecting the schedule – I below property and neither the Owner nor her Pattidars (Co-shares) and heirs and successors-in-interest have entered in the past in any other agreement or agreements and agreement for sale Or development agreement of the Schedule-I blow property or any part thereof nor have made any arrangement with any one whatsoever regarding the Schedule-I below property or any part thereof on the other hand, the developer shall satisfy themselves by getting NOC from the competent authority. The Owner shall assist to its fullest. The developer satisfaction before commencement of developing activity is the prime condition towards the execution of this agreement.

H) that the developer also agreed to build upon her land measuring 6427.25 SQ FT of land on the conversion basis as the

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ratio of 54% (fifty four percent) super built-up area to Owner' share and 46% (forty Six percent) Super Built-up area to the share of the said Company/Builder/Developer. The differential share is forming part of the agreement with agreed changes in the ground floor plan so as to maintain the present form & facility in letter & spirit as per building bye laws, annexure"A". This explicit understanding with the Developer was spelled out even before approval of plan & entrusting 1st phase of development work & hence the essence of this agreement.

AND WHEREAS, as a result of the negotiation between the parties hereto and on the representations and declarations made by them, as herein recorded, an agreement for development of the Schedule-I below property by the developer has been arrived at between the parties upon terms and conditions hereinafter

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

(1) The Owner hereby appoint the aforesaid Developer as the Developer of the Schedule – I below property and irrevocable grants to the Developer, who hereby accepts from the Owner the exclusive right, possession and license to develop the Schedule-I below property in the manner and on the terms, conditions and stipulations hereinafter mentioned in this deed and also appearing including but not limited to the preconditions from A-H mentioned erstwhere in this agreement that forms the basis of this agreement.

(2) On assurance from the developer, the Owner agreed to enter into this agreement with the developer for construction of a super structure comprising as Multi-storeyed building first floor, second floor, third floor, fourth floor and terrace, according to the plans which shall be re-validated from competent Authority by the Developer M/s. Concicon Construction Pvt. Ltd. The developer agrees to ensure revalidation of plan approval prior to commence construction since economics of this agreement lies with G+4 Construction with FAR 2.5 & hence is the essence of this agreement.

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(3) The Owner shall have the complete right over the plan thus approved/ revalidated & the Owner hereby allow the developer to develop the property as described in schedule – I only as per specifications detailed in Schedule-III forming integral part of the agreement & has been commercially accepted to include as part of construction activity for which developer shall bear the cost complete in all respect & hence forming spirit of this agreement. The Developer shall handover the building plan in original to the owner after revalidation and upon completion of all work & handing over the agreed part.

4) That On being assured by the said Developer after taking resolution of issues pertaining to revalidity of plan approval of 2nd phase of development in the schedule-1 plot, the developer undertakes to compensate owner irrevocably a sum equivalent to Rs 5/- per sqft per month of owner's share of super built-up area on consolidated basis (i.e. fisrt phase & 2nd phase included) from (12+2) months & 5 days onwards from 09/02/2017 as per order by PMC dated 09/02/2017, till resolution of all issues or handing over of property in agreed terms whichever is later.

5) That since the Developer M/S Concicon created first 3rd party interest in Feb'2016 without handing over the part to owner in fully functional as per specification or otherwise, as per agreed terms of agreement, the Developer agreed to pay the owner compensation in line with 1st phase agreement from June'2017.

(6) The developer proportionate charge on the land is created only after the complete development & handing over the 54% of the share in fully finished condition in totality and others as per the specifications to Owner.

In case developer at any point of time decides to cancel the agreement or failure to comply with the agreed commitments due to act of GOD, war, riot & like, the developer shall restore the property to its original shape & handover peaceful possession to Owner without any payback from the Owner & entitling the Owner to forfeit the entire amount paid by the developer & entitling the Owner to forfeit the entire amount paid by the developer to Owner.

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In such case Developer shall be liable to clear the property from all charges created by way of intended selling the portion of their share as imbibed in the agreement elsewhere. In case of damage, collapse of the building by act of god, strike, riot, the Owner shall remain the first part of the total land. This shall form the binding condition of the agreement.

(7) The Owner handed over Schedule-I below landed property for this Development Agreement to the developer for construction of a multi-storeyed residential building complex and the entire cost to be incurred for construction of the same including cost of necessary revalidation/ approvals & all fees/ penalty shall be borne by the developer in their own risk and responsibility. The developer will construct the building within one year & two months & 5 days from the date of PMC order dated 09/02/2017.

The developer for revalidation of sanctioned map under the building bye-laws, norms, rules and regulations of Patna Municipal Corporation may appoint suitable Architect or Architects for revising the Map supervise/certify the construction of the Multi-storeyed building & the developer shall be liable to pay their remunerations to them. The responsible qualified civil engineer appoint at site shall perform monitor & ascertain quality checks for proper construction material checks, piling/pile cap, binding, shutting, casting, brick work & finishing as per the specifications & beyond.

(8) The Developers shall commence any work of development on the said property after submitting of plan for revalidation, no objection and commencement certificate etc. by the State Government/ Municipal Corporation/ competent authority in favour of the Owner. However the time to commence & complete the work for consideration of time duration stands from the date of agreement & is the essence of the agreement.

(9) The developer will be exclusively responsible for any accident or incident caused during the period of construction for all the consequences of the same under the Workmen Compensation Act or any other acts in force and they will be responsible and

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answerable before the court of law for the same. The Owner will not be responsible for the same in any way. Through the agreement, the developer hereby indemnifies the Owner to its fullest. In case the Owner is ordered to attend a court or is requested for his presence is required by any other authority in this connection, he will empower the Developers to attend the court/authority concerned on his behalf and the Developer agrees to compensate the Owner fully in case an adverse order is passed or any compensation is ordered to be paid by the Owner by any court, judicial authority or any other competent authority.

(10) The name of the proposed multi-storeyed building complex shall "SHANTI SHREE" as decided by the Developer & Owner. The Developer M/S Concicon Agreed to following compensation forming binding terms of this agreement:

(10-a) that shall hand over 54% Super Built up area, car parking & front side lawn measuring 250 sq ft to the Owner on priority basis in the multi-storeyed building to be constructed over the land of Owner as per Schedule-I, in consideration of the cost of land in shape of flats and car parking spaces & undivided proportionate share in the land with all right title and interest in any of the same building at same campus into Multi-storeyed buildings complex for the use and occupation of the Owner or her licensee as absolute Owner with all right, absolute title and possession over the same with an exclusive right to transfer, convey, sell, grant lease or otherwise alienate her interest to any persons, association of person, firm, body corporate etc. On such terms and conditions as they may deem fit and proper and thus the Developer will or shall construct the Building complex over the Schedule property in its/his choice as they like, for which land Owner will not object subject to the said terms.

(10-b) That similarly, the developer will retain other 46% Super Built up area and also of car parking spaces including the right of proportionate share in the land due to delivering the Owner 'share of 54% super built up area in the same campus in consideration of cost of construction in shape of Flats & Car Parking spaces

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including the right of undivided proportionate share in land with as absolute, right, title, interest and possession and may transfer, convey, sell, grant lease or otherwise alienate their interest to any person or persons, association of persons, firms, body corporate etc., on such terms and conditions as they may deem fit and proper. The developer will have absolute right title and interest over their said respective shares only after handing over the share to the Owner subject to the said terms.

(10-c) That the dwelling units along with car parking for each such dwelling units as proposed to be constructed by the Developer shall be owned and possessed by the parties exclusively as under:

(i) That the said Owner will or shall own and possess total complete and finished units constructed in the First 1st floor & 3rd floor & Flat D on 2nd floor with Car Parking Spaces for the purpose of all the said units of 1st floor , 3rd floor & Flat no D measuring 1325 sqft on 2nd floor including its undivided proportionate share in the land which are in Super Built up area in the constructed Building available by the said Developer to the said owner in her share. The said owner will & shall also own the increased proportion of share in land in the form of fully developed of park in front measuring 250 Sqft.

(ii) The Developer will or shall own and possess proportionate share of 2nd floor except Flat No. D & the total complete or finished unit of 4th floor with Car Parking Spaces for the purpose of all the said units of 2nd floor except flat marked D & 4th floor including its undivided proportionate share in the land which are in super built up area

(iii) The developer agrees to fully furnish with all furniture, split air conditioners (hot & cold both) as required, fridge, TV etc & other household at least interconnected two flats at first floor & other forming one unit for Owner' use in ready to walk in condition for owner in addition to the specifications as detailed elsewhere in the document.

(iv) The developer agrees to provide one gate exclusive to owner on northern side road on GD mishra path, a fully developed

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park in front of ground floor dwelling unit as existed & restricted entry from the eastern side (from 1st phase to 2nd phase construction) thro' a gate controlled by the owner for owner's privacy at Ground floor in fully developed condition.

v) That the developer agrees to maintain the premises, dwelling units till the final handing over the physical possession of the share in all respect without any cost to owner.

vi) The developer agrees that the owner, the first party, shall have exclusive & complete Ownership right of construction on fourth floor terrace (i.e. G+5th floor) and right to all future FSI/FAR and right of construction on fifth floor if permitted by the bye-laws in future. The Owner shall have the absolute right to use the terrace (roof) for construction on increased FAR.

(10-d) That the Developer also agreed with the owner that a sum of Rs. 28,60,000/- (Rupees Twenty eight lac sixty thousand) only against constructed residential house to pay the owner Smt. Deepa Kumar out of which a sum of Rs. 10,00,000/- (Rupees Ten Lac) only received by owner from the Developer through RTGS in her account and the rest amount of a sum Rs 18,60,000/- (Rupees Eighteen Lac Sixty thousand) only being transferred or paid by the developer to the owner by 27th March'2017.

(10-e) The developer also agrees to pay a monthly sum of Rs. 30,000 (thirty thousand only) per month basis till handing over of the property from the date of signing this agreement without any precondition and post condition what so ever till April'2018.

(10-f) The first phase is far from completion & owner after assesing the situtaion claimed compensation from Feb'2016, the day first creaion of 3rd party interset by the developer by selling 1 unit in contravention to the agreement conditions. The developer agreed to pay Rs 40,000(Rs forty thousand) from June'2017 till completely handing over of 4 flats from phase-1 construction, already handed over but in incomplete conditions viz with all its amenities & fixures, electrical connection from Bihar state electricity board, 1KVA power back-up per unit , lift & security features, fire fighting facility complete as per the 1st phase

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agreement etc and with positive isolation on all floors & security features so as not to use the stair, lift of first phase for any construction activities even for 1st phase.

(10-g) Except in case of delay in construction of the said complex for the reasons other than force majeure or beyond the control of the Developer that includes act of god, explosions, war, riots, terrorist acts but excluding court/PMC litigation, the developer shall pay a sum at the rate of Rs. 5/- (Rs. Five only) per sq. Ft. Of super built-up area per month as penalty for the delayed period in a consolidated manner for phase-1 & phase 2 included as per the share of owner & shall be paid by developer on 1st day of each month to the owner by banker cheque or draft in case the flat is not handed over on by the developer by 25th March'2018 to the owner/s. Rs. 100000/- per month (Rs. 1 Lakh) till complete possession & handing over of premises in fully completed form with NOC, completion certification from statutory authority etc. as applicable without any dilution. Here fully completed form means no work shall remain pending that shall be considered as disturbance to owner.

(10-h) The developer agreed to mention the applicable preconditions in all his agreements with any/ all the 3rd party/ parties while selling their share in the tripartite agreement with buyer/s of individual dwelling units without exceptions.

(11) That it is further agreed by the parties that any alteration in the approved building plan within the parameter of the Patna Municiple Corporationle or any Govt. Agency Building Rules and Regulations, which may be deemed necessary during or after sanctioning/ revalidation the building plan shall be done by the developer with the prior consent of the Owner. However, such consent shall not absolve Developer for deviating beyond the limits of byelaws. The developer agreed to pay the penalty and thus the Developer is making good structure during or after the construction.

(12) That the certificate of the architect regarding measurement of the super built up area, built up area and common service area

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will be the final and binding upon both the parties. The super built up areas are calculated as built up area plus proportionate share of the common passage, stair case area, service rooms, guard rooms, generator rooms, water tank area, lift room etc. However, cumulatively super built-up area floor wise i.e., 1st floor 2nd floor, 3rd floor & 4th floor shall individually remain particularly the same equitable to built up area and shall be construed then to be same for calculation & distribution of shares between Owner & developer.

(13) The Owner shall, after the execution of this agreement, allow the Developer, their staffs, Engineers, Architects, workers etc. to enter upon the Schedule – I below property to enable the Developer to carry out various development works as stipulated in this agreement and for that, the Owner will have no objection nor they will create any hindrances for the same till the date as per this agreement.

(14) That the developer shall develop the Schedule-I below property themselves at their own cost and will be responsible for the development of the said land and neither the Owner nor any persons claiming through the Owner shall have any right to interfere in the development of the said land subject to the said terms, so long developer will use the standard materials. The structures shall be earth quake resistant suitable for G+5 floor construction as per earth quake hazard zone, existing codes in force & fire fighting equipments and / or preventive measures in the Area of the complex shall be provided as per existing fire fighting codes/ regulations as contained in national building code 2005. Any additional fire safety measures as per the direction of law/ bye laws/ government orders during the project phase shall also be undertaken without any cost to Owner. The developer shall obtain any/all the statutory clearances required for legally executing the project from various authorities including the pollution control board, environmental clearances etc. The developer shall indemnify the Owner at all times against any

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unauthorized constructions. Copy of building plan shall form part of this agreement.

(15) The developer shall handover copies of all such certificates from government/certified agency to this respect shall be made available to Owner along with structural design for cross check. The said license to develop the property will be personal to the developer & under no circumstances, the developer s will assign his right, title & interest to any other party excpt with prior consent of the Owner.

(16) That the owner/ his approved quality Inspector to verify & supervise the quality of materials to be used for construction of the building. If the owner finds that the materials used for construction is not up-to the mark, the developer shall replace inferior materials. The Owner and their authorized representative/s may send sample/s to approved government lab during the course of construction if so warranted in their sole judgement & the cost of all such test shall be borne by the developer.

(17) That the Developer shall be responsible for any eventuality or consequences arising out of the structural defects. Appropriate remedial measures to rectify such defects or remove such irregularities at the earliest shall be taken-up. The Developer shall also apply and obtain the completion certificate, electricity, water and sewer connections, etc. From the competent authority/authorities concerned at their cost.

(18) From the date of delivery of possession of Owner's shares to the Owner, the Owner and or their allottees shall have undivided right, title and interest over the total land of the same campus to be constructed in various blocks as proportionate respective share in the land of same campus even without any further act, deed, matter or thing done by the Owner in this regard.

(19) The Owner hereby undertake not to sell, dispose off, alienate, charge, encumber, sublease or otherwise transfer her Schedule - I below Landed 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

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Arafzan Kumar
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agreement save and except putting the said Developer thereon for the purpose of development pursuant to this Development agreement.

(20) The Developer shall be entitled to enter into agreement for sale or otherwise allot the total units in the Developer's share in the said constructed building over the Schedule-I below landed property of this Development Agreement subject to the binding condition put forth by Owner and which does not form part of the Owner's shares whenever required by the Developer only after handing over of identified Owner's share subject to the said terms.

(21) The developer agreed to sell the dwelling unit to individual of repute or known & acceptable background & the owner shall have the right to know & object in writing.

(22) The developer agreed to provide services without any cost to Owner if the owner wishes to sell his portion dwelling units to 3rd party,

(23) Similarly the Owner shall be fully entitled to enter into agreements for sale or otherwise allot UNITS comprised in the Owner' share as mentioned above in the said building.

(24) That the Owner shall also have and enjoy their shares to be delivered subject to the said terms fully with the allottees of purchaser or purchasers of the developer regarding flats and car parking spaces as well as common facilities provided in the Blocks' Apartment of Building Complex at same Campus.

(25) That the developer is responsible for providing internal development within the said campus which inter-alia includes (i) Laying of concrete roads (ii) laying of water lines (iii) laying of sewer lines (iv) laying of electrical lines & area lighting as per standard LUX provision (v) horticulture (iv) water harvesting (vii) development of green area / park as per owner's requirement (viii) gate for exclusive use of owner at ground floor (N-E corner) & a gate for owner's exclusive use between first phase & second phase (eastern side for owner's privacy at the ground floor) . All clearances from government agencies to connect peripherals services shall be obtained & attendant payments to be made to the

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government authorities in these regard shall be made by developer before handing over the possession to the Owner

(26) That the developer may get into an agreement with financial instruction or prospective buyer or buyers for constructing the aforesaid Apartment or Building Complex subject to binding condition put forth by the Owner. The Developer/Company hereby agrees that all the loans/advances taken for the purpose of developing and constructing the Apartment or Building Complex would be repaid by them for which the LAND OWNER will not be responsible in any manner.

(27) That in any case, developer receives loan from any financial institution or takes advances from any prospective flats' buyer or buyers or takes loan from any Third Party, in that case such loan or advance shall exclusively by charged on the head and share of the developer/Company and they will alone be responsible for its return including that of interest with which the LAND OWNER shall have no concern. Undivided Land shall remain with owner till the owner receives their portion of super built-up share on conversion basis as mentioned elsewhere in this agreement. The first handing over of Owner's share shall be on priority & in case the Developer defaults, the Owner' explicit portion shall be considered as deemed handed over.

(28) That this Development Agreement is being registered as per the provision of Section 21(4) of the Bihar Apartment Ownership Act, 2016 and hence as per provisions of Section 5 and others, the Developer and the LAND OWNER shall be absolute Owner of their aforesaid calculating shares and that will be entitled to sell/transfer their shares separately and for that no Power of Attorney is required under the Bihar Apartment Ownership Act, 2006 and this Development Agreement is registered under the provisions of the Bihar Apartment Ownership Act,2006 before the Registering Authority, Patna. However, for the sake of property tax if any, proper mutation action may be taken up by the developer for & on behalf of Owner, the Owner as per the legal provisions.

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MANAGING DIRECTOR

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(29) The Developer has satisfied with the right, title and interest and possession of the Owner after supervising all original title deeds, documents and papers relating to the Schedule-I below property and the land Owner and their representatives will look after all the works and affairs regarding construction of the building complex and agreed to take over for development on as is where is basis.

(30) The Developer and Owner may form a Co-operative Housing Society/Association of person, body corporate etc. For maintenance of common services of the building in presence of the Owner and the prospective buyer and buyers of the developer &/or Owner or both and in due course, the Owner had their nominee(s) shall become members of such organisation formed by the Developer in respect of unit in the said Building complex as per their shares and the Owner and her nominees, Developer & his nominees, respective agents, servants, Incenses, tenants etc. Shall be bounded to abide by the rules and regulations 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 be fixed and revised from time to time by the such committee for the maintenance and management of the entire building complex.

The cost of such maintenance charges shall be proportionately borne by owner only after complete possession in all respect of premises, services & amenities as per share allocated.

(31) The nominee/s of the developer shall own and hold possession of the building comprised in the developer's share according to the Agreement finalized by the Developer and the Owner and their nominee(s) shall be bound to hold and own possession of the Owner' shares as mentioned above in the said building on the same terms and conditions as be contained in this Development Agreement.

(32) The common area shall jointly be owned by all the Units Owner of the said building with equal entitlements to use all common areas and facilities extended for utilization by the

FOR CONCION CONSTRUCTION PVT. LTD.
MANAGING DIRECTOR

Director Kumar.
27.3.2017.

occupants of the said building on the said terms and conditions applicable to all, for such utilization except for the differential part viz park in front of owner's dwelling unit at GL & construction right on roof terrace. No Units Owner/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 & except that has been specifically mentioned herein above.

(33) That the Developers have agreed to get last 10% payment from the respective buyer of their shares or part there off only after complete handing over of Owner share in fully finished conditions. This shall form a corpse of up to Rs. 50 lakh (Rupees 50 Llakh only) as security for due performance of the terms of this agreement and successful completion of the project & shall be released by the bank/buyer of dwelling unit from Developer's share on explicit no objection certificate from the Owner, the first party. However this security amount shall be released against the consideration on completion of the building & handing over to Owner on priority basis. The tripartite agreement must have relevant terms.

(34) The Developer agreed that if any levy is imposed by Patna Municipal Corporation or any other public body or bodies or the Government for the development/betterment of the area in which the Schedule-I below property is located or any other levy become applicable on the said land or the building thereon, then the same shall be paid by the Developer or its allottees buyer or buyers separately or jointly in the same proportion as their respective shares of super built up area as mentioned above in the said building.

(35) The developer agreed that in case any fine or penalty/fee/fine to be imposed on the said building for any alleged deviation from the sanctioned plan or for any reason what so ever 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 Developer.

FOR CONCICON CONSTRUCTION PVT. LTD.
MANAGING DIRECTOR

Awadhesh Kumar
27.2.2017

(36) It is agreed that the developer shall make all arrangement for electrical connection from the electricity authority for all the dwelling units forming the share of Owner complete in all respect including common area as part of the contract in power on mode so that ready to move in condition exist at the time of handing over after getting some for their allottee/buyer or buyers.

(37) It is agreed that the developers shall carry out all the work of development in their name/s or in the name of their nominees, shall not do or cause to be done any act, deed, matter or thing in the name of the Owner. It is expressly understood that all the agreements, arrangements or writings which the Developers may enter into shall be in their own name and not in the name of the Owner.

(38) That this agreement shall not to be deemed to constitute a partnership between the Owner and the Developer or an agreement for sale of the plot by the Owner to the Developer and shall not be deemed to bind the parties hereto expect specifically recorded therein. The Developer shall solely be liable and responsible for any liability in connection with the construction of dwelling units in the land beneath the said building. The developer shall undertake the needed formality for mutation of Owner' share for property tax & shall pay property tax till handing over the Owner' share. The Owner and the Developer shall be solely responsible from the date of possession for various expenses, taxes such as water charges, property tax, electric bills in respect of respective portions as mentioned aforesaid.

(39) That with this agreement, the agreement made in the first phase vide development agreement dated 10th Oct'2011, the portion of agreed division (50% of super built-up area i.e 1st & 3rd floor complete) is deemed handed over with the precondition of compensation and completion.

(40) The Developers shall indemnify and keep indemnified the OWNER from and against all actions, claims, demands, proceedings, fins, penalties and all costs, expenses and damages

FOR CONCICON CONSTRUCTION PVT. LTD.
MANAGING DIRECTOR

Dastan Kumar.
27.3.2017.

incurred or suffered by the Owner in the course of such development.

(41) That no change modification or alterations to this agreement shall be done without the written consent of the Owner and Developer. The parties here to undertake not to contravene any of the terms of this agreement.

(42) That the Owner agrees and undertake that in case of any dispute or litigation by person(s) claiming to be the co-sharer or content in Schedule-I property or claiming their right, title and interest through the Owner, relating to the right, title and interest regaring the Schedule-I property and ongoing construction and development activities shall not be stopped or affected in any manner and the Owner shall keep the developer indemnified and development activities shall be free from all hindrance(s) so that the project may be completed in time and in the larger interest of investment made. However, if the situation warrants stoppage of work, in such case extension of time of completion of the agreed structure shall be the sole remedy & compensation to the developer without prejudice to Owner' right under this agreement.

(43) That in case of any dispute of litigation by person(s) claim to be owner of flat in schedule-1 property (phase-1) sold by either the owner or developer owing to on-going issue with respect to plan with Patna Municipal Corporation, the developer agree & undertake to keep the owner indemnified without any precondition, demur or protest.

(44) That in case of any dispute or differences between the parties arising out of relating to this Development Agreement and Agreement for sale, the same shall be settled by reference of the dispute or differences to the arbitrator appointed by mutual consent of both the parties from the suggested three names by the Owner of engineering profession and such arbitration shall be conducted under the provisions of the Arbitration & Conciliation Act, 1996 as amended from time to time at Patna.

(45) That for all purpose, singular shall mean & include plural & masculine gender shall mean & include feminine gender.

FOR CONCICON CONSTRUCTION PVT. LTD.
27/3/17
MANAGING DIRECTOR

Akshay Kumar.
27.3.2017.

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

SCHEDULE-I
DESCRIPTION OF THE PROPERTY HEREBY DEVELOPED

ALL THAT peace & parcel of the residential land measuring an area of 6427.25 Sq. Ft. on which the construed area of on Ground floor is measuring 2349.9322 Sq.ft., the constructed area on First floor is measuring 2349.9322 and construed area is 800 Sq.ft. on Second floor i.e. total constructed 5499.86 Sq.ft., which is constructed in year 1975, Situated at Mauza – Mainpur alias Mainpura, at present so called as Mohalla New Patliputra Colony (M.V.R.Code No. 225) P.S. Patliputra, Revenue Cadastral Survey Thana & Pargana Phulwari, Sub Registry Office, District Sub Registry Office and District Patna bearing Thana No. 2 appertaining to Khata no 327 &341, Part of Plot No. 1051 &1052 Tauzi No. 5123 ward no. 14, Circle No. 249A of Patna Municipal Corporation. Which is within of Jurisdiction of Sub Sadar Registry Office and District – Patna and the same within the area of Patna Municipal Corporation and the same is bounded as follows:-

BOUNDARY

North :- 6 M wide Branch Road G D Mishra Path

South : 1st phase development of residential building Sri Sanjeev Kumar S/o Late Bijoy Sh Prasad & Smt Deepa Kumar W/o Sanjeev Kumar at Plot no 1051&1052 Khata no 327&341 Thana 02,Tauzi5123, ward no 14 circle no 249 Mauza Mainpura, Mohala New Patliputra Patna.

East : Shri B.B. Sahay at present other purchaser

West :–Shri Manoj & Shri Ravi

VALUATION OF THE PROPERTY

1. Value of the constructed area : Rs. 54,99,860/-
   Depreciation 40% for a period of 40 years vide PMC Receipt No 1977/47 of the year 1975-76 enclosed herewith : Rs. 21,99,944/-
   Total : Rs. 32,99,916/-
   Value of the Land : Rs. 2,39,82,000/-
   Grand Total : Rs. 2,72,81916/-

FOR SONICON CONSTRUCTION PVT. LTD.
MANAGING DIRECTOR
27.3.2017

SCHEDULE-II

This schedule for each action to be taken by the concerned party/parties:-

i. M/S Consicon shall ensure that the approved plan & objection thereof with all proposed changes shall be duly & legally resolved & vetted respectively and approved fully insulating owner of any consequential issues within the period of agreed terms.

ii. Revalidation of as built Building plan/Architectural design for the proposed intended residential apartment (building).

iii. Execution of this Development Agreement as per Apartmennt Ownership Act 2006.

iv. Commencement of the construction activity within 2 months.

v. Completion of Structural works or the complete apartment.

vi. Completion of finishing work and electric installations.

FOR CONCICON CONSTRUCTION PVT. LTD.
MANAGING DIRECTOR

SCHEDULE-III

FEATURES AND SPECIFICATION OF DELUX FLATS

1. The GL of the multi-storeyed complex shall be at least 1'6"above the top level of road namely Dr. Mishra Path.

2. Brick Work – Bricks work in cement mortar in super structure in i:6 (1 cement : 6 sand). Half bricks masonary in cement mortar (1:4/1 cement and badarpur sand) with 1" x 1/16" hoop iron at every third course, 2"thich brick tiles work shall be in 1:3 mix, cement, badarpur sand) with 1"x 1/6"hoop iron at every third course in steps in cement mortar 1:3 (1 cement badarpur sand). R.C.C. Work - R.C.C. Work 1:1 ½:3 work (1 cement : 1 ½ stone dust : 3 graded stone aggregate nominal size) in columns, beams, lintels, slabs, lofts, chajjas, shelves, staircase, etc. Including cantering and shuttering and rendering the exposed surface in cement mortar 1:4 (1 cement : 4 fine sand) steel for R.C.C. Work shall be of tor steel or steel as per structure design.

Dalfan Kumar
27.3.2017.

4. Flooring – All the flooring in living room, bed room, kitchen, bath room, lobby and stair cases will be provided with white full size marble stone with brass patty or vitrified tiles as per Owner's choice except in bathroom & balcony. Anti skid tiles in balcony & toilet.

5. Toilet – Coloured designer tiles (10"x 14") will be provided on the walls of bathrooms up to full height with exhaust fans.

6. Bedrooms/ drawing-dinning – Shall be provided with one balcony each with SS railing to the extent possible & built in wardrobe cupboard with complete wood work & its 8.5's will be provided with teak finish board with teak lacquer polish. Master bedroom shall have a dressing room with built in wardrobes.

7. Doors – The doors shall be made of teak wood with teak finish polish chowkhat will be made of champ teak, with SS net provision on all outer doors. Anodised brass fittings tower bolt and handles and Godrej locks shall be fixed to doors with handles. The front door (8.5'*4')shall be decorative teak with eyes and chain shall be provided. Iron grill door with SS net to be for main door.

8. Windows – Shall be powder coated aluminium make with sliding SS net shutters & open able window. Provision for Window A/C shall be made on outer Aluminium framed window with fixed glass pane. All windows shall have grills on outer face of box window. The window shall have the provision of ceiling light thro' fixed pane.

9. Kitchen – Modular Kitchen of known reputed brand will be provided with an exhaust fan, chimney, water purifier in all flats & with Glass Gas hubs in two flats. Working slab be provided of granite on top concrete slab, the edges of which shall be levelled/rounded and polished. Teak frames with commercial shutters or 3/4"commercial board hall be used for kitchen making wood work for cupboard under the slab with modular fittings and sunmica front shall also be done along with wood work for cupboards above the slab on one side of the wall shall be provided. Spattek tiles up to 5'shall be provided in dado etc.

FOR CONCICON CONSTRUCTION PVT. LTD.
MANAGING DIRECTOR

Deepak Kumar.
27.3.2017.

, drawing etc. Wall & roof: Wall inside: Plaster – ¾"thick plaster in cement mortar (fixing of wire mess at the junction of beam/column with brick work before plastering to avoid crack) 1:5 (1 cement 5 Jammu sand) inside and POP wall finish with Royale emulsion paint from Asian Paints & metalic paint in one of walls in all rooms. The colour combination needs to be approved.

Wall outside: External Asian External Asian Apex ultima protek -10 yeārs warantee with external putty Asian true care puttyApex ultima protek -10 years warantee with external putty Asian true care putty (heritage type)

Roof inside: Carnish & moulding with POP

Other finishing: Synthetic enamel, spirit or wax polishes to doors, windows, cupboard, kitchen cabinets, etc.

11. Sanitary Work - Colour sanitary with round oval basin towel rod, toilet paper holder, shower hot and cold water mixer tape hooks, etc. Looking full length with 2'light with frame glass over wash basin and cupboard will be fixed in the bathrooms & dining space under the wash basin. All wash basin & kitchen sink shall have hot & cold mixer provision. All fittings will be parko or equivalent. Concealed Stop cocks to be provided in each toilet. Rain water pipes of 4"dia heavy duty pipes including all fittings and joints, overhead RCC tanks coated with fool grade epoxy shall also be provided and also sanitary works in the bathroom which will be in matching colour and with ht and cold water arrangement and chromium plating of Parko make shall be provided in the, bathrooms with one ceramic jacuzzi bathtub each (first floor 2 flats of choice) & wall hung W/C of approved quality and deign in one of the bathrooms in each unit. Dining space shall be provided with 1 basin with pedestal along with all fittings, mirror, Sanitary ware will be Roca/Parry/Neycer make. All piping work shall be of heavy duty.

12. Electrical Work – Light points, light plugs power points, call bell points, switches visitors call bell, phone, foot lights, light points telephone lines, intercom/conduit telephone (for P&T & auto) and T.V antenna (for cable TV & Dish TV) circuit to be laid

FOR CONCICON CONSTRUCTION PVT. LTD.
MANAGING DIRECTOR

Deepak Kumar
27.3.2017.

3. Electricity supply for the complex from BSEB & all flat shall have individual connection. 100% power back-up up to 1KVA with due separation of load & trip arrangement for each flat & 3KVA for two flats.

4. Generator: 24 hrs. power back-up Silence Genset of Kirlosker make sufficiently taking care of 1 KVA load for each dwelling units plus & 3KVA for two flats and for common area requirements viz. Lift, water pump area lighting etc. Generator room shall have sufficient capacity to accommodate two such gen-sets outside the building.

5. TV & telephone: TV points for cable TV & dish TV and telephone points for intercom & P&T in drawing room & master bedroom.

6. Parking: Individual car parking for each dwelling units. Ample parking spaces.

7. 3 tier security surveillance along with CGTV connection & visibility in dwelling units through channels.

8. Jogging track.- All peripheral facilities duly merged to give one level

9. Greeneries – fully developed garden on northern side of the building with carpet grass.

10. Wi-Fi internet compatible

11. Fire fighting facility as per laid down norms

12. Rain water harvesting

13. Anti-termite treatment at three levels from certified agency.

16. Vastu Complied. Sky light to the extent possible to label the building as green building to the extent possible.

FOR CONCICON CONSTRUCTION PVT. LTD.
27/3/17
MANAGING DIRECTOR

Deepak Kumar.
27.3.2017.

IN THE WITNSS thereof, both aforesaid parties have put their respective signatures in token of acceptance of the terms and conditions as settled above in the presence of following witness:

WITNESS

Nand Kishor Tanti
S/O Late Sushil Tanti
Birat complex, Boring
Road Patna
27/03/017

SIGNATURE OF LAND OWNER

SIGNATURE OF DEVELOPER
For CONCICON CONSTRUCTION
PVT. LTD.

FOR CONCICON CONSTRUCTION PVT. LTD.
27/3/17
MANAGING DIRECTOR

Maniging Dirctor

Drafted by

Adv
27/3/2017

(Ramanand Pd. Keshri), M.A. L.L.B
Advocate
Collectorate Bar Association, Patna

27.3.2017

पटना नगर निगम

For Upto 1979—1980 Only

पिछला बकाया		चालू वर्ष का बकाया				वर्तमान वर्ष			
		प्रथम तिमाही	द्वितीय तिमाही	तृतीय तिमाही	चतुर्थ तिमाही	प्रथम तिमाही	द्वितीय तिमाही	तृतीय तिमाही	चतुर्थ तिमाही
अवधि	रकम	रकम	रकम	रकम	रकम	रकम	रकम	रकम	रकम



भारत निर्वाचन आयोग
पहचान पत्र
ELECTION COMMISSION OF INDIA
IDENTITY CARD

HJ0338202

निर्वाचक का नाम : नंदकिशोर तांती

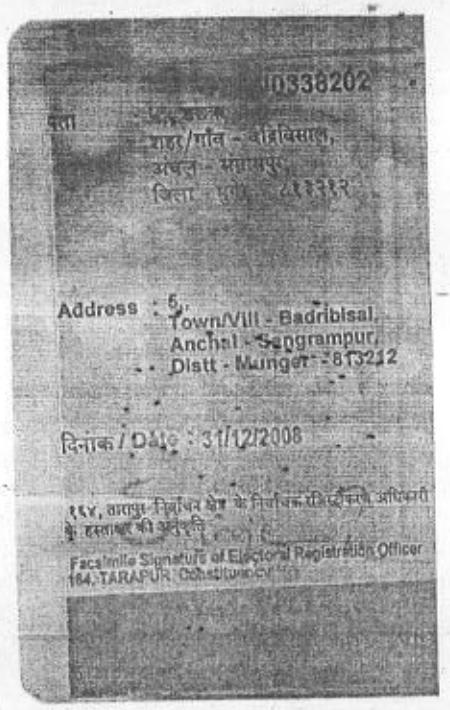
Elector's Name : Nandkishor Tanti

पिता का नाम : सुशील तांती

Father's Name : Sushil Tanti

Sex / लिंग : Male / पुरुष

जन्म तिथि
Date of Birth XXXX1984



HJ0338202

पता

Address : 5,
Town/Vill - Badribisal,
Anchal - Sonagrampur,
Distt - Munger - 813212

दिनांक / Date : 31/12/2008

१६४, तारापुर निर्वाचन क्षेत्र के निर्वाचक रजिस्ट्रीकरण अधिकारी के हस्ताक्षर की अनुकृति

Facsimile Signature of Electoral Registration Officer
164-TARAPUR Constituency

Nand Kishor Tanti
27/2/017

Y&M

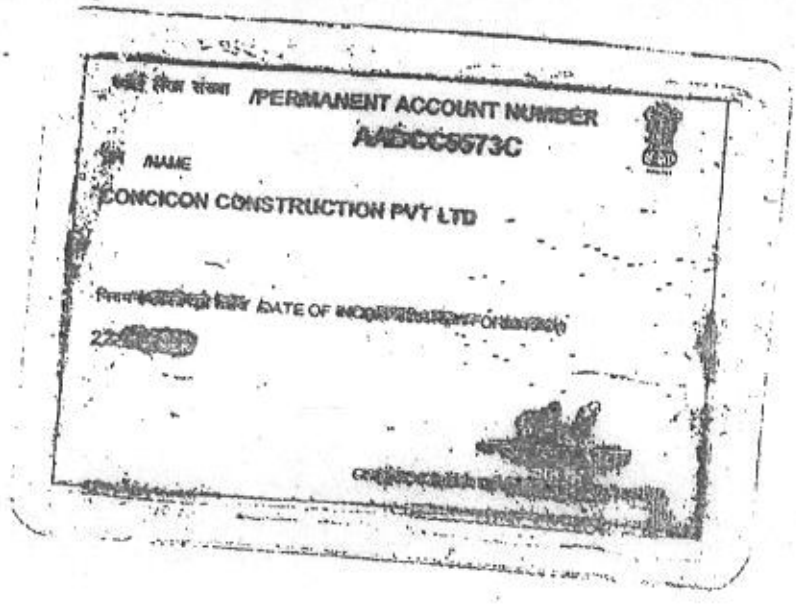
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भारत निर्वाचन आयोग
ELECTION COMMISSION OF INDIA
PHOTO IDENTITY CARD
: राम लखन प्रसाद
: Ram Lakhan Prasad



27/3/16



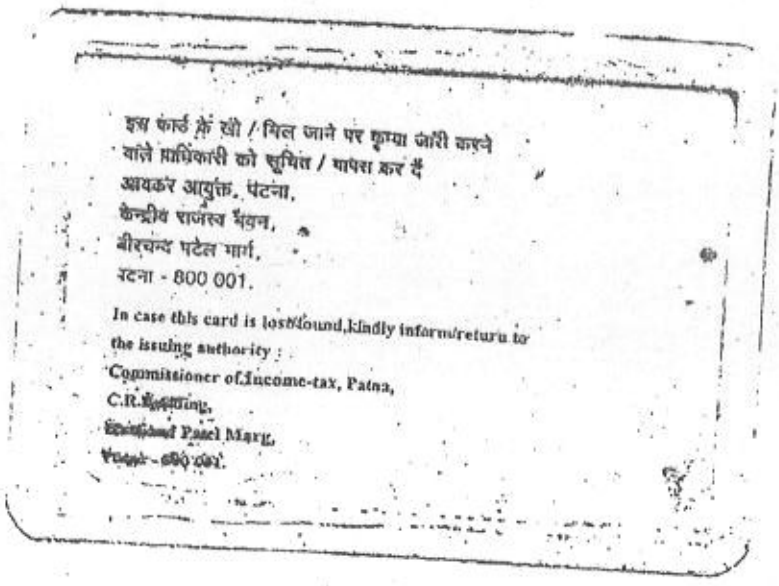
/PERMANENT ACCOUNT NUMBER

AABCC9573C

NAME

CONCICON CONSTRUCTION PVT LTD

DATE OF



इस कार्ड के खो / गिर जाने पर कृपया जारी करने वाले प्राधिकारी को सूचित / वापस कर दें
आयकर आयुक्त, पटना,
केन्द्रीय राजस्व भवन,
वीरचन्द पटेल मार्ग,
पटना - 800 001.

In case this card is lost/found, kindly inform/return to the issuing authority :
Commissioner of Income-tax, Patna,
C.R. Building,
Birchand Patel Marg,
Patna - 800 001.

FOR CONCICON CONSTRUCTION PVT. LTD.

27/3/16

MANAGING DIRECTOR

स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER

AIBPK9445Q



नाम /NAME

DEEPA KUMAR

पिता का नाम /FATHER'S NAME

RAM SURESH LALL SRIVASTAVA

जन्म तिथि /DATE OF BIRTH

04-11-1962

हस्ताक्षर /SIGNATURE

Deepa Kumar

आयकर आयुक्त (सी.ओ.) पटना

COMMISSIONER OF I-TAX (CO),PATNA

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. 602840/-	Amt.Paid By N.J Stamp Paper	Rs. 0/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 623840/-

Registration Fee

FEE PAID

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

TOTAL- 20000

LLR + Proc Fee		Service Charge
LLR	0	1000
Proc.Fee	0	
Total	0	

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 21000

Registering Officer
Patna

Date: 27/03/2017

Endorsement under section 52

Presented for registration at Registration Office, Patna on Monday, 27th March 2017 by Deepa Kumar Shri Sanjeev Kumar by profession Others. Status - Executant

Deepakumar
27.3.2017.

Signature/L.T.I. of Presentant **Date:27/03/2017**

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Nand Kishore Tanti' age '33' Sex 'M', 'Sushil Tanti', resident of 'Badribisal, Sangrampur, Munger'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 27/03/2017

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 60 on pages on 196 -226, for the year 2017 and stored in CD volume No. CD-10 year 2017 .The document no. is printed on the Front Page of the document.

Registering Officer
Patna

Date : 27/03/2017

Token No. : 3073 Year : 2017 S.No. 2947 SCORE Ver.4.1 Deed No . :d No . : 2630

27/03/17

Serial No. - 30112 Book No.- 1 / Deed No. - 24735

1

Summary of Endorsement

This document was presented for registration on this Monday, the 10th of October 2011 by Sanjeev Kumar.

A stamp duty of Rs. 163220/- and other fees of Rs. 854/- 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. 24735 in Book No. 1 , Volume No. 427 on pages from 196 to 216 and has been preserved in total 21 pages in C.D. No. 66 / Year 2011 .

SCANNED

Signature with date
(Ashok Kumar Thakur)
Registering Officer , Patna

Date :10/10/2011 Token No. : 30659 / 2011

For CONCICON CONSTRUCTION PVT. LTD.
MANAGING DIRECTOR
10.10.2011

DEVELOPMENT AGREEMENT

THIS INDENTURE OF DEVELOPMENT AGREEMENT is made here at Patna and entered on this 10/10 day of Oct, 2011of the Christian era;

BETWEEN

(1) **SANJEEV KUMAR,** S/O Late Bijoy Shankar Prasad, resident of B 401, Desgners Park; Sector-62 Noida; (2) **DEEPA KUMAR,** W/o Mr. Sanjeev Kumar and D/o Sri Ram Suresh Lal Srivastava and Smt. Shanti Devi, resident of New Patliputra, P.S. – Patliputra, Patna – 800013, self and as an attorney for on and behalf of her father Sri Ram Suresh Lal Srivastava, son of Late Shobh Nath Lal, resident of Village Bare, P.S.Bhabhua, Old District Rohtas, Present District- Kaimur and presently residing at New Patliputra, P.S.Patliputra, Patna 800 013 by virtue of a Registered General Power of Attorney dated 07.10.2011, bearing Deed

Sanjeev Kumar 10/10/2011
Deepa Kumari
10.10.2011

Serial No : 30112
Token No : 30659
Type & Status of Party

Deed No : 24735 of 2011
Name of Party

		Photo	Thumb	Index	Middle	Ring	L
In Favour of	Amar Anand (M.-Dir.)						
	Signature of Party						
Presented by Self	Sanjeev Kumar						
	Signature of Party						
Executed by	Sanjeev Kumar						
	Signature of Party						
Executed by	Deepa Kumar (Self+Agent)						
	Signature of Party						
Executed by	Ram Suresh Lal Srivastava (Pri						
	Signature of Party						
Identifier	Sushant Kumar						
	Signature of Party						

No.5015, Book No.4, Pages 127 to 133 and C.D. 11 total Pages 7 of the year 2011 registered at District Sub Registry office, Patna and Smt. Shanti Devi, W/o Sri Ram Suresh Lal, resident of Village Bare, P.S. - Bhabhua, Old District Rohtas, Present District- Kaimur and presently residing at New Patliputra, P.S.Patliputra, Patna 800 013 by virtue of a Registered General Power of Attorney dated 07.10.2011, bearing Deed No.5014, Book No.4, Pages 120 to 126 and C.D. 11 total Pages 7 of the year 2011 registered at District Sub Registry office, Patna hereinafter called "the Owners" (which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the FIRST PART;

AND

IN FAVOUR OF

M/S CONCICON CONSTRUCTION PRIVATE LIMITED, a company incorporated under the Indian Companies Act, 1956, having its registered office at Jai Ram Bhawan, Sadar Bazar, Danapur Cantt, P.S.- Danapur, District – Patna, through its Managing Director SRI AMAR ANAND, son of Shri Ram Lakhan Prasad, resident of Jai Ram Bhawan, Sadar Bazar, Danapur Cantt, P.S. – Danapur, District - Patna, Indian Citizen, authorized by all the other Director of the Company, (hereinafter referred to as the COMPANY/DEVELOPER, (Which expression shall, unless repugnant to the subject or context, mean and include its executors, administrators, representatives, successors and assignees), of the OTHER PART.

For CONCICON CONSTRUCTION PVT. LTD.

10. MANAGING DIRECTOR

Whereas

A) The owners owned & possessed all that piece and parcel of the property described in Schedule –I below hereunder this Development Agreement and they are sufficient right, title, interest and possession over the same absolutely as absolute owners, which are free from all kinds of encumbrances, lien, loan, mortgage and any defect in title.

B) **M/S CONCICON CONSTRUCTION PRIVATE LIMITED** on being satisfied that the owners is having peaceful physical possession over land and they are regularly paying the annual rent to the Circle Office, Sadar Patna regarding the land as described in Schedule-1 below of this Development Agreement has approached the owners with an intention to develop the said property for the owners and pursuant to the negotiations by and between the parties hereto and subject to the necessary plan approval by competent authority for construction of G+4

10.10.2011

as assured by the developer for which approval/sanction is agreed to be persuaded by the Developers at their own costs and expenses and also subject to the plan of the proposed development being sanctioned by the Municipal Corporation of PATNA, which responsibility is agreed to be shouldered by the Developers herein as a result of which hereof the owners are desirous of appointing the Developers as developers of the Schedule property more particularly described in the Schedule I hereunder written for the consideration and upon-the terms and conditions set forth hereinafter.

C) The plan thus approved in the name of the owners is to facilitate development in two phases in the manner the owner decides and considers fit. However, through this agreement is for first phase development by the builder M/S Concicon, the developer while making the plan & getting it approved for construction & construction thereof, hereby indemnify the owner from consequential issues like claim, penalty or making good the losses to owner arising out of improper quality of construction; not following instruction of structural engineers, architect, byelaws, rules & regulation of construction & subsequent act of authority's right to removal of part or whole of construction on deviation beyond permissible limit. The developer agreed for the responsibility in totality & shall undertake to represent owner for consequential legal proceedings if any cost compensate owners to their fullest towards cost of legal formalities & redevelopment & handing over the possession.

D) The schedule – I below property is under the exclusive possession of the Owners with marketable right, title and interest, free from all encumbrances to transfer and convey the whole or part of her the Schedule - I below property and she has not created any encumbrances on the Schedule - I below property or any part thereof by way of sale, mortgage, exchange, lease, trust, easement right, gifts, liens, leave and license, permission, rent possession, charges, inheritance or any whatsoever and any notice/notification for acquisition/requisition from any authority concerned up till now and there are no attachment either before or after judgment and there is no claims, demands, suits, decrees, injunctions, orders, notice, petitions or adjudication order affecting the schedule – I below property and neither the Owners nor her Pattidars (Co-sharers) and heirs and successors-in-interest have entered in the past in any other agreement or agreements and agreement for sale

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or development agreement of the Schedule - I below property or any part thereof nor have made any arrangement with any one whatsoever regarding the Schedule - I below property or any part thereof on the other hand, the developer shall satisfy themselves by getting NOC from the competent authority. The owners shall assist to its fullest. The developer satisfaction before commencement of developing activity is the prime condition towards the execution of this agreement.

E) The developer agreed to build upon her land measuring 5824 Sq.ft. of land on the conversion basis as the ratio of **50%** (fifty percent) super built-up area to owners share and **50%** (fifty percent) Super Built-up area to the share of the said Company/Builder/Developer. The plan of the building indicating area of development is forming part of the agreement.

AND WHEREAS, as a result of the negotiation between the parties hereto and on the representations and declarations made by them, as herein recorded, an agreement for development of the Schedule - I below property by the developer has been arrived at between the parties upon terms and conditions hereinafter appearing.

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

(1) The Owners hereby appoint the aforesaid Developer as the Developer of the Schedule - I below property and irrevocable grants to the Developer, who hereby accepts from the Owners the exclusive right, possession and license to develop the Schedule - I below property in the manner and on the terms, conditions and stipulations hereinafter mentioned in this deed.

(2) On assurance from the developer, the owners agreed to enter into this agreement with the developer for construction of a super structure comprising as Multistoried building of the ground floor, first floor, second floor, third floor, fourth floor and terrace, according to the plans which may be got sanctioned from competent Authority by the Developer M/S Concicon Construction Pvt. Ltd. The economics of this agreement lies with G+4 Construction with FAR 2.5 & hence is the essence of this agreement.

(3) The owners shall have the complete right over the plan thus approved & the owners hereby allow the developer to develop the property as described in schedule-1 only as per specifications

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detailed in Schedule-III integral part of agreement & has been commercially accepted to include as part of construction activity for which developer shall bear the cost complete in all respect & hence forming spirit of this agreement.

(4) The developer proportionate charge on the land is created only after the complete development & handing over the 50% of the share in fully finished condition as per the specifications to owners. In case developer at any point of time decides to cancel the agreement or failure to comply with the agreed commitments due to act of GOD, war, riot & like, the developer shall restore the property to its original shape & handover peaceful possession to owners without any payback from the owners & entitling the owners to forfeit the entire amount paid by the developer to owners. In such case Developer shall be liable to clear the property from all charges created by way of intended selling the portion of their share as imbibed in the agreement elsewhere. In case of damage, collapse of the building by act of god, strike, riot, the owners shall remain the first part of the total land. This shall form the binding condition of the agreement.

(5) The schedule 1 property consists of a structure. Developer, hereby agreed to dismantle the structure & develop the area.

(6) The Owners handed over her Schedule – I below landed property of this Development Agreement to the developer for construction of a multistoried residential building complex and the entire cost to be incurred for construction of the same including cost of necessary approvals & fees for sanctioning the map shall be borne by the developer in their own risk and responsibility. The developer will construct the building within two years provided from the date of agreement. However, a further period of two months is provided for sanction of the map under the building bye-laws, norms, rules and regulations of Patna Municipal Corporation and the developer will or shall have right to appoint their suitable Architect or Architects for preparing the Map supervise/certify the construction of the Multistoried building in their discretion and they will be liable to pay their remunerations to them. The responsible qualified civil engineer appointed at site shall perform, monitor & ascertain quality checks for proper construction material checks, piling/ pile cap, binding, shuttering, casting, brickwork & finishing as per the specifications & beyond.

(7) The owners agrees & confirm that the developer may carry development/ construction work of entire complex as detailed in

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schedule-1 in different phases falling outside the building and the owners shall not object or claim any payment of penalty from the developer on account of inconvenience up to 4 months from the date of handing over the possession of the flat. Beyond which a penalty of Rs. 5/- per sq ft month of common area beyond the building shall be payable to the owners proportionately on the first day of the month.

(8) Except in case of delay in construction of the said complex for the reasons other than force majeure or beyond the control of builder that includes of act of god, explosions, war riots, terrorist acts, court litigation, the developer shall pay a sum at the rate of Rs 10/- (Rs Ten only) per sq.ft. of super built-up area per month as penalty for the delayed period & shall be paid by developer on 1st day of each month to the allottee by banker cheque or draft in case the flat is not handed over on by the developer by 14th Dec'2013 to the owners.

(9) The Developers shall commence any work of development on the said property after getting permission with respect to plan, no objection and commencement certificate etc by the State Government/Municipal Corporation/ competent authority in favour of the owners. However the time to commence & complete the work for consideration of time duration stands from the date of agreement & is the essence of the agreement.

(10) That the developer will be exclusively responsible for any accident or incident to be caused during the period of construction for all the consequences of the same under the Workmen Compensation Act or any other acts in force and they will be responsible and answerable before the court of law for the same. The Owners will not be responsible for the same in any way. Through this agreement, the developer hereby indemnifies the owners to its fullest. In case the Owners is ordered to attend a court or is requested or his presence is required by any other authority in this connection, he will empower the Developers to attend the court/authority concerned on his behalf and the Developer agrees to compensate the Owners fully in case an adverse order is passed or any compensation is ordered to be paid by the Owners by any court, judicial authority or any other competent authority.

(11) The name of the proposed multi-storeyed building complex shall be "SUR SHANTI" as decided by the Developer & owners.

(12) That the developer agreed to hand over 50 % Super Built up area and also 50% of car parking to the owners on priority basis in the

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multistoried building to be constructed over the land of owners as per Schedule-I, whichever is more in consideration of the cost of land in shape of flats and car parking spaces along with undivided proportionate share in the land with all right, title and interest in any of the same building at same Campus into Multistoried buildings complex for the use and occupation of the Owners or her licensee as absolute owners with all right, absolute title and possession over the same with an exclusive right to transfer, convey, sell, grant lease or otherwise alienate her 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 and thus the Developer will or shall construct the Building complex over the Schedule property in its/his choice as they like, for which land owners will not object subject to the said terms.

(13) That similarly, the developer will retain other 50 % Super Built up area and also 50% of car parking spaces including the right of proportionate share in the land due to delivering the owners' share of 50% super built up area at the same campus in consideration of cost of construction in shape of Flats & Car Parking spaces including the right of undivided proportionate share in land with as absolute, right, title, interest and possession and may transfer, convey, sell, grant lease or otherwise alienate their interest to any person or persons, association of persons, firms, body corporate etc., on such terms and conditions as they may deem fit and proper. The developer will have absolute right, title and interest over their said respective shares only after handing over the share of the Owners subject to the said terms.

That the dwelling units along with car parking for each such dwelling units as proposed to be constructed by the Developer shall be owned and possessed by the parties exclusively as under:

(a) Owners shall own and possess 1st floor & 3rd floor complete along with one servant quarter with attached toilet at ground level (rear side) and 50% of car parking constituting 50% of super built-up area.

(b) The Developer shall own and possess 2nd floor & 4th floor complete and one servant quarters along with toilet at ground floor level & 50% of car parking constituting 50% of super built-up area.

(c) Owners the first party, shall have exclusive & complete Ownership right of construction on fourth floor terrace (i.e. fifth floor) and right to all future FSI/FAR and right of construction on fifth floor if permitted by the bye-laws in future. In such case, the Developer shall

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have 1st right to use the terrace for construction on conversion basis i.e. 50% to owners basis & 50% to self within a reasonable time frame of 180 days. The owners shall have the absolute right to use the terrace (roof) for construction on increased FAR beyond specified 180 days. Such clause shall be duly incorporated by the builder while selling their share in the tripartite agreement with buyer of individual dwelling units.

(14) That it is further agreed by the parties that any alteration in the approved building plan within the parameter of the P.M.C. or any Govt. Agency Building Rules and Regulations, which may be deemed necessary during or after sanctioning the building plan shall be done by the developer with the prior consent of the Owners. However such consent shall not absolve builder for deviating beyond the limits of bylaws. Builder agreed to payment of penalty/ making good the structure during or after the construction.

(15) That the certificate of the architect regarding measurement of the super built up area, built up area and common service area will be the final and binding upon both the parties. The super built up areas are calculated as built up area plus proportionate share of the common passage, stair case area, service rooms, guard rooms, generator rooms, water tank area, lift room etc. However, cumulatively super built-up area floor wise i.e. , 1st floor 2nd floor, 3rd floor & 4th floor shall individually remain particularly the same equatable to built up area and shall be construed then to be same for calculation & distribution of shares between owners & developer.

(16) The Owners shall, after the execution of this agreement, allow the Developer, their staffs, Engineers, Architects, workers etc. to enter upon the Schedule - I below property to enable the Developer to carry out various development works as stipulated in this agreement and for that, the Owners will have no objection nor they will create any hindrances for the same till the date as per this agreement.

(17) That the developer shall develop the Schedule-I below property themselves at their own cost and will be responsible for the development of the said land and neither the Owners nor any persons claiming through the Owners shall have any right to interfere in the development of the said land subject to the said terms, so long developer will use the standard materials. The structures shall be earth quake resistant suitable for G+5 floor construction as per earth quake hazard zone, existing codes in force & fire fighting equipments and/or preventive measures in the

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area of the complex shall be provided as per existing fire fighting codes/ regulations as contained in national building code 2005. Any additional fire safety measures as per the direction of law/ bye law/ government orders during the project phase shall also be undertaken without any cost to owners. The developer shall obtain any/all the statutory clearances required for legally executing the project from various authorities including the pollution control board, environmental clearances etc. The developer shall indemnify the owners at all times against any unauthorized constructions. Copy of building plan shall form part of this agreement.

A copy of all such certificates from government/ certified agency to this respect shall be made available to owners along with structural design for cross check. The said license to develop the property will be personal to the developer & under no circumstances, the developer will assign his right, title & interest to any other party except with prior consent of the owners.

(18) That the first party/ his approved quality Inspector to verify & supervise the quality of materials to be used for construction of the building. If the first party finds that the materials used for construction is not up-to the mark, the developer shall replace inferior materials. The owners and their authorized representative/s may send sample/s to approved government lab during the course of construction if so warranted in their sole judgment & the cost of all such test shall be borne by the developer.

(19) That the Developer shall be responsible for any eventuality or consequences arising out of the structural defects. Appropriate remedial measures to rectify such defects or remove such irregularities at the earliest shall be taken-up. The Developer shall also apply and obtain the C&D forms, electricity, water and sewer connections, etc., from the competent authority/authorities concerned at their cost.

(20) From the date of delivery of possession of Owners' shares to the Owners the Owners and or their allottees shall have undivided right, title and interest over the total land of the same campus to be constructed in various blocks as her proportionate respective share in the land of same campus even without any further act, deed, matter or thing done by the Owners in this regard.

(21) The Owners hereby undertake not to sell, dispose off, alienate, charge, encumber, sublease or otherwise transfer her Schedule-I below

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landed 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 Developer thereon for the purpose of development pursuant to this Development agreement.

(22) The Developer shall be entitled to enter into agreement for sale or otherwise allot the total units in the Developer's share in the said constructed building over the Schedule-I below landed property of this Development Agreement subject to the binding condition put forth by owners and which does not form part of the Owners' shares whenever required by the Developer after identifying Owners' share subject to the said terms.

(23) The developer agreed to sell the dwelling unit to individual of repute or known & acceptable background & 1st party shall have the right to know & object.

(24) Similarly if the first party wishes to sell his portion of dwelling units to 3rd party, the developer agreed to provide services without any cost to owners.

(25) Similarly the Owners shall be fully entitled to enter into agreements for sale or otherwise allot UNITS comprised in the Owners' share as mentioned above in the said building.

(26) That the Owners shall also have and enjoy their shares to be delivered subject to the said terms fully with the allottees or purchaser or purchasers of the developer regarding flats and car parking spaces as well as common facilities provided in the Blocks' Apartment or Building Complex at same Campus.

(27) That the developer is responsible for providing internal development within the said campus which inter-alia includes (i) Laying of concrete roads (ii) laying of water lines (iii) laying of sewer lines (iv) laying of electrical lines& area lighting as per standard LUX provision (v) horticulture (vi) water harvesting (vii) development of green area viii (community center (ix) fully equipped GYM etc. All clearances from government agencies to connect peripherals services shall be obtained & attendant payments to be made to the government authorities in these regard shall be made by developer before handing over the possession to the owners.

(28) That the developer may get into an agreement with financial institution or prospective buyer or buyers for constructing the aforesaid

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Apartment or Building Complex subject to binding condition put forth by the owners. The Developer/Company hereby agrees that all the loans/advances taken for the purpose of developing and constructing the Apartment or Building Complex would be repaid by them, for which the LAND OWNERS will not be responsible in any manner.

(29) That in any case, developer receives loan from any financial institution or takes advances from any prospective flats' buyer or buyers or takes loan from any Third Party, in that case such loan or advance shall exclusively be charged on the head and share of the developer/Company and they will alone be responsible for its return including that of interest with which the LAND OWNERS shall have no concern. Undivided Land shall remain with first party till the first party receives their portion of super built-up share on conversion basis as mentioned elsewhere in this agreement.

(30) That this Development Agreement is being registered as per the provision of Section 21(4) of the Bihar Apartment Ownership Act, 2006 and hence as per provisions of Section 5 and others, the Developer and the LAND OWNERS shall be absolute Owners of their aforesaid calculating shares and they will be entitled to sell/transfer their shares separately and for that no Power of Attorney is required under the Bihar Apartment Ownership Act, 2006 and this Development Agreement is registered under the provisions of the Bihar Apartment Ownership Act, 2006 before the Registering Authority, Patna. However, for the sake of property tax if any, proper mutation action may be taken-up by the developer for & on behalf of owners, the first party as per the legal provisions.

(31) The Developer has satisfied with the right, title and interest and possession of the Owners after supervising all original title deeds, documents and papers relating to the Schedule - I below property and the land owners and their representatives will look after all the works and affairs regarding construction of the building complex and agreed to takeover for development on as is where is basis.

(32) The Developer and Owners may form a Co-operative Housing Society/Association of person, body corporate etc. for maintenance of common services of the building in presence of the Owners and the prospective buyer and buyers of the developer and in due course, the Owners and their nominee(s) shall become members of such organization formed by the Developer in respect of unit in the said

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building complex fell in their shares and the Owners and her nominees, respective agents, servants, licenses, tenants etc. shall be bounded to abide by the rules and regulations 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 be fixed and revised from time to time by the such committee for the maintenance and management of the entire building complex. The cost of such maintenance charges shall be proportionately borne by owner only after complete possession in all respect of premises, services & amenities as per share allocated.

(33) The nominee/s of the developer shall own and hold possession of the building comprised in the developer's share according to the Agreement finalized by the Developer and the owners and their nominees(s) shall be bound to hold and own possession of the Owners' shares as mentioned above in the said building on the same terms and conditions as be contained in this Development Agreement.

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

(35) That the Developers have agreed to get last 10 % payment from the prospective buyer of their shares or part there off only after complete handing over of owners' share in fully finished conditions. This shall form a corpse of up to Rs. 50 lakh (Rupees 50 lakh only) as security for due performance of the terms of this agreement and successful completion of the project & shall be released by the bank / buyer of dwelling unit from builders' share on explicit no objection certificate from the owners, the first party. However this security amount shall be released against the consideration on completion of the building & handing over to owners on priority basis. The tripartite agreement must have relevant terms.

(36) The Developer agreed that if any levy is imposed by Patna Municipal Corporation or any other public body or bodies or the Government for the development/betterment of the area in which the Schedule - I below property is located or any other levy become

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applicable on the said land or the building thereon, then the same shall be paid by the Developer or its allottees buyer or buyers separately or jointly in the same proportion as their respective shares of super built up area as mentioned above in the said building.

(37) The developer agreed that in case any fine or penalty/fee/fine to be imposed on the said building for any alleged deviation from the sanctioned plan or for any reason what so ever 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 Developer.

(38) It is agreed that the developer shall make all arrangement for electrical connection from the electricity authority for all the dwelling units forming the share of owners complete in all respect including common area as part of the contract in power on mode so that ready to move in condition exist at the time of handing over after getting some for their allottee/buyer or buyers.

(39) It is agreed that the developers shall carry out all the work of development in their name/s or in the name of their nominees, shall not do or cause to be done any act, deed, matter or thing in the name of the owners. It is expressly understood that all the agreements, arrangements or writings which the Developers may enter into shall be in their own name and not in the name of the owners.

(40) That this agreement shall not to be deemed to constitute a partnership between the Owners and the Developer or an agreement for sale of the plot by the Owners to the Developer and shall not be deemed to bind the parties hereto expect specifically recorded herein. The Developer shall solely be liable and responsible for any liability in connection with the construction of dwelling units in the land beneath the said building. The developer shall undertake the needed formality for mutation of owners' share for property tax & shall pay property tax till handing over the owners' share. The Owners and the Developer shall be solely responsible from the date of possession for various expenses, taxes such as water charges, property tax, electric bills in respect of respective portions as mentioned aforesaid.

(41) The Developers shall indemnify and keep indemnified the OWNERS from and against all actions, claims, demands, proceedings, fines, penalties and all costs, expenses and damages incurred or suffered by the Owners in the course of such development.

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(42) That no change modification or alterations to this agreement shall be done without the written consent of the Owners and Developer. The parties hereto undertake not to contravene any of the terms of this agreement.

(43) That the Owners agree and undertake that in case of any dispute or litigation by person(s) claiming to be the co-sharer or content in Schedule-I property or claiming their right, title and interest through the Owners, relating to the right, title and interest regarding the Schedule – I property and ongoing construction and development activities shall not be stopped or affected in any manner and the same shall be matter of the Developer and the Owners shall keep the developer indemnified and development activities shall be free from all hindrance(s) so that the project may be completed in time and in the larger interest of investment made investor's interest involved and factor of cost escalation. However, if the situation warrants stoppage of work, in such case extension of time of completion of the agreed structure shall be the sole remedy & compensation to the developer without prejudice to owners' right under this agreement.

(44) That in case of any dispute or differences between the parties arising out of relating to this Development Agreement and Agreement for sale, the same shall be settled by reference of the dispute or differences to the arbitrator appointed by mutual consent of both the parties from the suggested three names by the first party of engineering profession and such arbitration shall be conducted under the provisions of the Arbitration & Conciliation Act, 1996 as amended from time to time at Patna.

(45) That for all purpose, singular shall mean & include plural & masculine gender shall mean & include feminine gender.

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

For CONCICON CONSTRUCTION PVT. LTD.

Authorised Signatory
MANAGING DIRECTOR

SCHEDULE – I

DESCRIPTION OF THE PROPERTY HEREBY DEVELOPED

ALL THAT peace & parcel of the vacant residential land measuring an area of 5824 Sq.ft. situated at Mauza – Mainpur alias Mainpura, at present so called as Mohalla New Patliputra Colony (M.V.R.Code No. 228), P.S. Patliputra, Revenue Cadastral Survey Thana & Pargana Phulwari, Sub Registry Office, District Sub Registry Office and District

Patna bearing Thana No.2 appertaining to Tauzi No. 5123 ward no 14, Circle no 249A of Patna Municipal Corporation.

Khata No.327 Khesra no 1051 Area –}3936.05sqft+
Khata No.341 Khesra no 1052 Area –}1361.25 + 526.70 sqft } 5824 Sq.ft.

which is within of Jurisdiction of Sub and Sadar Registry Office and District – Patna and the same within the area of Patna Municipal Corporation and the same is bounded as follows:-

BOUNDARY

North : House of Smt Shanti Devi part of Khsera no 1051 & 1052
South : Agatm Atma Apartment.
East : Shri Raghunath Mahto/ B.B.Sahay at present other purchaser.
West : Plot no 1053, Plot of Shri Kanhaiya jee Srivastava then 12' road

The Land value of Rs 81,56,000/- only.

SCHEDULE – II

This schedule for each action to be taken by the concerned party/parties:-

i. Submission of building (Apartment) plan to PMC for approval.
ii. Approval of the Building plan/Architectural design for the proposed intended residential apartment (building).
iii. Execution of this Development Agreement as per Apartment Ownership Act 2006.
iv. Bhumi Pujan and commencement of the construction activity.
v. Completion of Structural works or the complete apartment.
vi. Completion of finishing work and electric installations.

SCHEDULE – III

FEATURES AND SPECIFICATION OF DELUX FLATS

1. The GL of the multistoried complex shall be at least 1'6" above the top level of road namely Dr Mishra Path.
2. Brick Work – Bricks work in cement mortar in super structure in 1: 6 (1 cement : 6 sand). Half bricks masonary in cement mortar (1:4/1 cement and badarpur sand) with 1" × 1/16" hoop iron at every third course, 2" thick brick tiles work shall be in 1:3 mix, cement, badarpur sand) with 1"×1/6" hoop iron at every third course in steps in cement mortar 1:3 (1 cement badarpur sand).
   R.C.C. Work – R.C.C Work 1:1 1/2:3: work (1 cement: 1 1/2 stone dust: 3 graded stone aggregate nominal size) in columns, beams, lintels, slabs, lofts, chajjas, shelves, staircase, etc., including centering and shuttering and rendering the exposed surface in

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cement mortar 1:4 (1 cement : 4 fine sand) steel for R.C.C. Work shall be of tor steel or steel as per structure design.

4. Flooring – All the flooring in living room, bed room, kitchen, bath room, lobby and stair cases will be provided with white full size marble stone with brass patty or vitrified tiles as per owners' choice except in bathroom & balcony. Anti skid tiles in balcony & toilet

5. Toilet – Coloured designer tiles (10"*14") will be provided on the walls of bathrooms up to full height with exhaust fans.

6. Bedrooms/ drawing-dinning– Shall be provided with one balcony each with SS railing to the extent possible & built in wardrobe cupboard with complete wood work & its doors will be provided with teak finish board with teak lacquer polish. Master bedroom may have a dressing room with built in wardrobes.

7. Doors – The doors shall be made of teak frames with commercial shutters or 3/4" commercial teak board with teak finish polish, chowkhat will be made of champ teak, with SS net provision on all outer doors. Anodised brass fittings tower bolt and handles and Godrej locks shall be fixed to doors with handles. The front door shall be decorative teak with eyes and chain shall be provided. Iron grill door with SS net to be fixed for main door.

8. Windows-Shall be powder coated aluminium make with sliding SS net shutters & openable window. Provision for Window A/C shall be made on outer Aluminium framed window with fixed glass pane. All windows shall have grills on outer face of box window. The window shall have the provision of ceiling light thro' fixed pane

9. Kitchen – Modular Kitchen of known reputed brand will be provided with an exhaust fan, chimney & water purifier. Working slab be provided of granite on top concrete slab, the edges of which shall be leveled/rounded and polished. Teak frames with commercial shutters or 3/4" commercial board shall be used for kitchen making wood work for cupboard under the slab with modular fittings and sunmica front shall also be done along with wood work for cupboards above the slab on one side of the wall shall be provided. Spartek tiles up to 5' shall be provided in dado etc.

10. Wall & roof:

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Wall inside : Plaster – 3/4" thick plaster in cement mortar (fixing of wire mess at the junction of beam/ column with brick work before plastering to avoid crack) 1:5 (1 cement 5 Jammu sand) inside and POP wall finish with Royale emulsion paint from Asian paints. The colour combination need to be approved.

Wall outside : Maintenance free two colour combination of Dholpur stone cladding (1'*1')with proper anchoring

Roof inside : Carnish & moulding with POP

Other finishing: Synthetic enamel, spirit or wax polishes to doors, windows, cupboard, kitchen cabinets, etc.

11. Sanitary Work – Colour sanitary with round oval height basin towel rod, toilet paper holder, shower hot and cold water mixer, tape hooks, etc., looking full length with 2' height with frame glass over wash basin and cupboard will be fixed in the bathrooms & dining space under the wash basin. All wash basin & kitchen sink shall have hot & cold mixer provision. All fittings will be parko or equivalent. Concealed Stop cocks to be provided in each toilet. Rain water pipes of 4" dia heavy duty pipes including all fittings and joints., overhead RCC tanks coated with food grade epoxy shall also be provided and also sanitary works in the bathroom which will be in matching colour and with hot and cold water arrangement and chromium plating of Parko make shall be provided in the, bathrooms with one bath tub & wall hung W/C of approved quality and design in one of the bathrooms in each unit. Dining space shall be provided with 1 basin with pedestal along with all fittings, mirror. Sanitary ware will be of Roca/ Parry/Neycer make. All piping work shall be of heavy duty.

12. Electrical Work – Light points, light plugs power points, call bell points, switches visitors call bell, phone, foot lights, light points telephone lines, intercom/conduit telephone (for P&T & auto) and T.V antenna(for cable TV & Dish TV) circuit to be laid as per drawings in drawing room & bedrooms. 1" dia PVC thro'conduit pipe of 16 gauge to be used for all electrical lines and ISI approved make wire to be used for power and light points, make to be approved by Owners prior to fitting. The distribution board and

For CONCICON CONSTRUCTION PVT. LTD.

MANAGING DIRECTOR

main board with circuit breaker shuters to be provided. Provision to be made for 3 phase (minimum 11 KW load) wiring and also for all floors, gates lights and canopy lights and outside lighting to be done as shown drawing. Charges for cables and electric connection from BSEB shall be borne by the Developer and provide tube lights or incandescent lamps and other light fittings on wall brackets, lobby kitchen, canopy and one chandelier in the drawing room will be provided in the flat. All light fitting, etc., as mentioned above to be approved by the Owners. Only ISI mark Havells brand of copper wire for light & power cable, Modular switches /regulators MCB, ELCB need to be fitted. Cromption ceiling fans 48" in bedrooms and 56" in drawing dining room will be provided. Geyser 25 litres will be fitted in each bathrooms. One Geyser, ceiling fan and exhaust fan will be provided in the kitchen.

13 Stair case & Lift: Marble flooring (tiles excluding) with Stainless steel (SS) binding angle on steps & SS railing. Lift shall KONE/OTIS make with SS interior, touch panel & security check forming one of the three tier security.

14. Parking & drive way: parking shall be antiskid lockable tiles flooring. Driveway outside shall be interlocking tiles with grass in between.

15 Boundary wall: 7' high walls on piles with Katrina wire all along

16. At GF one servant room with attached toilet shall be provided for both the parties.

<u>Services & amenities:</u>

1. Water supply 24 hour water supply from own deep tube well.
2. Suitable arrangement for water & waste disposed system as per PHE
3. Electricity supply for the complex from BSEB & all flat shall have individual connection. 100 % power back-up up to 1KVA with due separation of load & trip arrangement for each flat.
4. Generator: 24 hrs power back-up Silence Genset of Kirlosker make sufficiently taking care of 1 KVA load for each dwelling units plus for common area requirements viz. lift, water pump, area lighting etc. Generator room shall have sufficient capacity to accommodate two such gen-sets outside the building.
5. TV & telephone: TV points for cable TV & dish TV and telephone points for intercom & P&T in drawing room & master bedroom.

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6. Parking: Individual car parking for each dwelling units. Ample parking space.
7. 3 tier security surveillance along with CCTV connection & visibility in dwelling units through channels.
8. Jogging track
9. Greenerics – fully developed garden
10. Wi-Fi internet compatible
11. Community hall & fully equipped Gym
12. Fire fighting facility as per laid down norms
13. Swimming pool by clubbing of adjacent projects or toddler pool in the campus for small children.
14. Rain water harvesting.
15. Anti-termite treatment at three levels from certified agency.
16. Vastu Complied: Sky light to the extent possible to label the building as green building to the extent possible.

IN THE WITNESS thereof, both aforesaid parties have put their respective signatures in token of acceptance of the terms and conditions as settled above in the presence of following witness:

WITNESS

1. Sushant 10.10.11
Sushant Kumar
S/o Late Satish Singh
C/o - Late Ramchandra Pd.
Saliapur, ward No. 9
Barh Bazar, Barh (Patna)

2. Ramanand Pd. Keshri Advocate
Rajendra Path
Patna-1
10.10.2011

SIGNATURE OF LAND OWNERS

1. 10/10/2011

2. 10.10.2011

SIGNATURE OF DEVELOPER

For CONCICON CONSTRUCTION PVT. LTD.
10.10.11
MANAGING DIRECTOR

Typed By:

(Anand Kumar)
Rajendrapath, Patna

Drafted By:-

10.10.11
(Ramanand Pd. Keshri), M.A.,LL.B.,
Advocate
Collectorate Bar Association, Patna

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. 163220 *Amt. paid by N.J. Stamp Paper -* Rs. 0

Addl. Stamp duty paid under Municipal Act Rs. *Amt. paid through Bank Challan -* Rs. 164074

FEE PAID				Registration Fee						LLR + Process Fee		Service Charge
	A1	0	C	0	H1b	0	Ka1	0	Lii	0	LLR	0	
	A8	0	D	0	H2	0	K1b	0	Liii	0	Proc. Fee	0	550
	A9	0	DD	0	I	0	K1c	0	Mb	0	Total-	0	
	A10	0	E	250	J1	0	K2	0	Na	54			
	B	0	H1a	0	J2	0	Li	0					
									TOTAL-	304			

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. 854

Date : 10/10/2011

Registering Officer
Patna

Endorsement under section 52

Presented for registration at Registration Office, Patna on Monday, 10th October 2011 by Sanjeev Kumar S/O-Late Bijoy Shankar Pd. by profession Others. Status - Executant

Sanjeev Kumar
10/10/2011

Signature / L.T.I. of Presentant *Date : 10/10/2011*

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those executants and identified by the person (identified by Sushant Kumar age .... Sex M son/daughter of S/O-Late Satish Singh. resident of Balipur,Ward No-9,Barh Bazar,Patna.) whose names, photographs, fingerprints and signatures are affixed as such on back page / pages of the instrument

Date : 10/10/2011

Registering Officer
Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book No. 1 Volume No. 427 on page no. 196 - 216 for the year 2011 and stored in CD Volume No.CD-66 year 2011. The document no.is printed on the front Page of the document.

Date : 10/10/2011

Registering Officer
Patna

Token No. 30659 Year - 2011 Sl.No. 30112 SCORE Ver. 3.1 Deed No. 24735 NIC-Bihar