Serial No. 7360 Circle:-:Danapur Book No. 1 Deed No. 7238

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

सत्यमेव जयते

INDIA



बिहार BIHAR V 794566

Serial No. 7360 Deed No. 7238

14 JUN 2016

Govt. of Bihar

Sub Registry Office ,Danapur

Summary of Endorsement

This document was presented for registration on **22/06/2016** by **Brijnandan Prasad**

A Stamp Duty of Rs. **385400**/- and other Fees of Rs. **21600**/- has been paid in it.

The document was found admissible. The Names, Photographs, Fingerprints and Signatures of the Executants and their Identifier, who have admitted execution before me, are affixed on the reverse page.

The document has been registered as Deed No. **7238** in Book No. **1**, Volume No. **155** on pages from **438** to **461** and has been preserved in total **24** pages in C.D. No. **24** / Year **2016**

22/6/2016

Signature with Date

(Dhananjay kumar Rao)

Registering Officer, **Danapur**

Date: 22/06/2016 Token No: 7606 /2016

For VINEET HOMES PVT. LTD.

Director

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made and entered into at Patna this **21st** day of **June, 2016.**

BETWEEN

(I) SRI BRIJNANADAN PRASAD, Son of Late DHARIKA PRASAD

अवर निबंधन कार्यालय दानापुर (पटना)

Rakesh Kumar Nandan 21/6/16

21/6/16

21/06/16

Kumar Nandan 21/06/2016

6/22/2016

Sub District Registry Office,Danapur

Token Number 7606 | Reg. Year 2016 | Serial Number 7360 | Deed Number 7238

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Rakesh Chandra Malhotra						
Sig.	Rakesh Chandra Malhotra 22/06/2016						
Presented By	Brijnandan Prasad						
Sig.	ब्रजनन्दन प्रसाद 22.6.2016						
Executant	Brijnandan Prasad	× Photo	× Thumb	× Index	× Middle	× Ring	× Little
Sig.	ब्रजनन्दन प्रसाद 22.6.2016						
Executant	Dharamshila Devi						
Sig.	धर्मशीला देवी 22.6.2016						
Executant	Mukesh Kumar						
Sig.	Mukesh Kumar Nandan 22/06/2016						
Executant	Rakesh Kumar						
Sig.	Rakesh Kumar Nandan 22/6/16						
Identified By	Pravin Kumar Tiwari						
Sig.	Pravin Kumar Tiwari 22/06/16						



निबंधन कार्यालय (पटना)

ब्रजनन्दन प्रसाद
21.6.2016

(II) SMT. DHARAMSHILA DEVI, wife of Sri BRIJNANADAN PRASAD

(III) SHRI RAKESH KUMAR S/o Sri BRIJNANADAN PRASAD &

(IV) SHRI MUKESH KUMAR S/o Sri BRIJNANADAN PRASAD, all are residents of Bakerganj, Gola Road, P.O.- Bankipore, P.S.- Pirbahore, District- Patna, in the state of Bihar, Indian Citizen, hereinafter referred to as "Land Owner", (which terms of expression shall unless excluded by or repugnant to include their heirs, executors, administrators, representatives and assigns) of ONE PART.

AND

Vineet Homes Private Limited, a Company incorporated under the Companies Act 1956, having its registered office at A-90, Road No. 5, Magistrate Colony, Ashiana Nagar, P.S.- Rajiv Nagar, Distt.- Patna, Patna-800025, through its authorised Director, **Sri Rakesh Chandra Malhotra,** Son of Late Balak Ram Malhotra, residing at 45, Ganga Tower, L.C.T. Ghat, P.S.- Patliputra, Distt..- Patna, hereinafter referred to as 'Developer' which terms of expression shall unless it be repugnant to the context or meaning thereof, mean and include their successors and assigns of the OTHER PART.

(A) Whereas the owners are seized and possessed of or otherwise sufficiently entitled to the property within the limit of the NAGAR PARISAD DANAPUR NIZAMAT, Situated and laying **at** Mohalla- Arya Samaj Road, Mauza- Saguna, Pargana - Phulwari, P.S.- Danapur, District- Patna, bearing Thana no.- 23, Tauzi no. 5292/18587, Khata no. 82, Survey Plot no. 355(P), measuring an area of 6 Kathas equivalent to **8166 Sq. Ft.**, more or less fully described in the Schedule-I at the foot of this agreement.

Whereas the property of Schedule No.1 fully described at the foot of this deed is measuring an area of 6 Kathas of land out of which 3 kathas of land is the purchased property of the land owners namely **Sri Brijnanadan Prasad** Son of Late Dwarika Prasad, Smt. Dharamshila **Devi,** wife of Sri Brijnanadan Prasad, resident of Bakarganj,

For VINEET HOMES PVT. LTD.
Rakesh Chandra Malhotra
21/06/2016

21/06/16 Kumar Nandan

21/06/2016

Rakesh kumar Nandan
21/6/16

21/6/16

अवर निबंधन कार्यालय

Gola Road, P.S.- Pirbahore, P.S.- Bankipur, District- Patna, through a registered deed of absolute sale, which is registered in the office of the Sub Registrar Danapur in Book no. 1, Volume no. 160, Pages from 1 to 20 deed no. 6166 on 25/11/2000 executed by Sri Kumar Pushpanjay son of Sri Raghunath Prasad Sharma, resident of Chero, P.O.-Chero P.S.-Sarmera, District- Nalanda and other 3 Kathas of land is the purchased property of the land owners namely **Shri Rakesh Kumar & Shri Mukesh Kumar** both S/o Sri Brijnanadan Prasad, resident of Bakarganj, Gola Road, P.S.- Pirbahore, P.S.- Bankipur, District- Patna, through a registered deed of absolute sale, which is registered in the office of the Sub Registrar Danapur in Book-1, Volume No. 159, Page no-595 to 614, Deed no. 6165 dated 25/11/2000. executed by Sri Kumar Pritanjay son of Sri Raghunath Prasad Sharma, resident of Chero, P.O.-Chero P.S.-Sarmera, District- Nalanda. Since then **SRI BRIJNANADAN PRASAD, SMT. DHARAMSHILA DEVI, SHRI RAKESH KUMAR & SHRI MUKESH KUMAR** came in actual, physical possession over the same and mutated their name separate in the State Serista and paying rent to the Govt. of Bihar vide Jamabandi no. 1355 & 1356 in year of 2012-2013 respectively.

(B) And whereas the owner/owners convenant that the aforesaid property is in their exclusive possession with absolute right, title and interest and the same is free from all encumbrances, debts, liens, charges and attachments, and is in marketable condition and have in themselves good right, full power and absolute authority and title to transfer the whole and part of the said schedule property.

(C) And whereas the owner /owners is interested in getting a residential property and acquire residential built-up area in the same as consideration in exchange for the full and final value of the land.

(D) Whereas the **Vineet Homes Private Limited,** in their own capacity decided to arrange funds from its customers and construct and develop the land offered by the

For VINEET HOMES PVT. LTD.
Director

Rakesh Kumar Nandan
21/6/16

Kumar Nandan
21/06/2016

अवर निबंधन कार्यालय

owners on the terms and conditions mentioned herein and authorised Director **Sri Rakesh Chandra Malhotra,** to enter into this agreement / contract.

(E) That the aforesaid company (Developer) offered to construct at their own cost out of the funds to be arranged from its members / customers a **residential** building on the said premises (land, building) of the owner hereinafter referred to as the building and give a part of the total super built-up area of the building to the owner in construction for the value of the said premises and to allot / sell the remaining built-up area of the building to the members/customers on such terms as to be determined by the Developer.

(F) Certain terms and conditions have been agreed to by and between the Land owners and the Developer with regard to the transfer of the said premises by the owner to the developer and the construction of the said building by the developer and disposal of the flats and parking spaces or any other tenements therein. The parties hereto are desirous of recording into writing the terms of such agreement as hereunder. Now this deed witnesses and is hereby irrevocably agreed and declared by and between the parties hereto as follows:

1. The owner above named hereby engage **Vineet Homes Private Limited,** as the Developer of the said premises (land with building) and entrust the rights to develop and make construction and to allot, sell, transfer and convey the said premises (land with buildings) to the members/customers/non-members of the company (hereinafter referred as developers) and or their nominees and the developers have agreed to undertake the Development of the said premises and to develop, plan, construct on the said premises out of the funds arranged by them from its members/purchasers and to allot/sell the flats and parking spaces, tenements etc., in the multi storeyed building constructed on the said premises.

For VINEET HOMES PVT. LTD.
Director
21/06/2016

Rakesh Kumar Nandan 21/6/16

Kumar Nandan 21/06/2016

21/6/16

अवर निबंधन कार्यालय
दानापुर (पटना)

2. As consideration for the value of the said premises to be transferred by the owners to the developer or their nominee / nominees, the developer agrees to construct, complete and deliver to the owner **50 percent** of the total new construction of the said premises in the shape of all constructed area.

3. Whenever required by the **Developer**, the owner will join as under and/or the confirming party in any agreement that the developers may enter into with any person or persons who desire to acquire a portion of land being transferred to the Developer along with **flats and Parking space** or any portions in the building on ownership basis. All amounts receivable against developer's share of built up area under such agreement for **flats/parking** will be received by the developer as their own money for their own use.

4. Upon completion of the "Super structure work and as and when desired by the developer, the owner will make, execute and register in favour of the developer or their nominees, allottees a proper conveyance or such other deeds for development share only, as the developer may deem necessary for assuring or perfecting the legal title of the Developer and/or their allottees to the said land/premises and also to their respective flats with their undivided proportionate share and rights in the land.

5. That the Land Owner hereby grant to the said Developer/Builder the said property mentioned in the above paras and more fully described in Schedule-I at the foot of this Agreement in the manner hereinafter appearing on the terms, conditions and stipulations hereinafter mentioned.

6. That owners hereby, give possession of the said premises and make entire land available to the Developer which is more fully and clearly described above and in the Schedule below on the date of signing of this Agreement to develop plan, construct, allot, sell and transfer the proposed building.

For VINEET HOMES PVT. LTD.
Director

Rakesh Kumar Nandan 21/6/16

Kumar Nandan 21/06/2016

अवर निबंधन कार्यालय

7. That the land owners have assured that the entire land are free from all encumbrances, charges, and there has not been any notifications, for its acquisition either from Govt. or NAGAR PARISAD DANAPUR NIZAMAT etc. nor there is any prohibitory order or restriction in construction of Multi storeyed building on the said land and on the assurance being given by the land owners that there will be no obstacle in getting the Map and Plan sanctioned for Construction of Multi Storeyed building (Residential or of any type in the name of the Land Owner. The owners agree to provide all the relevant/ required original documents to prove their title on the premises to the satisfaction of local development authorities and financial bodies. The Developer too has agreed to develop the said property described in its schedule by constructing thereon one or more buildings consisting of Blocks – **flats** spaces, dwelling units, garages and other tenements in accordance with the building plans duly approved by NAGAR PARISAD DANAPUR NIZAMAT in the name of the land owners. The building will be constructed by the Developer in the name and style of **"DHARAMSHILA NANDAN ENCLAVE"**

8. That the entire multi storeyed complex shall be constructed in one block as per the planning or design allows and duly sanctioned by the NAGAR PARISAD DANAPUR NIZAMAT After the construction of the said complex at the cost or out of the finance arranged by the developer who will hold **50 percent** of the constructed habitable area of the land with building, the developer shall give **50 percent** of the constructed habitable area of the land with building to the land owner jointly on proportionate basis on second and fourth floor of the multi storeyed complex constructed therein. It is also agreed between the parties hereto that Second floor flats will be jointly in the name of Sri Brijnandan Prasad and Sri Rakesh Kumar and the Fourth Floor flats will be jointly in the name of Smt. Dharamshila Devi and Sri Mukesh

For VINEET HOMES PVT. LTD.
Director
21/06/2016

Kumar Nandan
21/06/2016

Rakesh Kumar Nandan
21/6/16

अवर निबंधन कार्यालय

Kumar. Similarly on ground floor out of 50 % of land owners share 25% will be jointly in the name of Sri Brijnandan Prasad and Sri Rakesh Kumar and other 25% will be jointly in the name of Smt. Dharamshila Devi and Sri Mukesh Kumar and out of total 20 car parking spaces 10 Car Parking spaces will be of land owners share. Out of these 10 Car Parking space 5 Car parking spaces will be jointly in the name of Sri Brijnandan Prasad and Sri Rakesh Kumar and other 5 Car parking Spaces will be jointly in the name of Smt. Dharamshila Devi and Sri Mukesh Kumar. The actual position of flats in each floor will be finally determined mutually after the plan is sanctioned by the NAGAR PARISAD DANAPUR NIZAMAT All the remaining constructed or unconstructed portion e.g.. Road, Sahan, passages, Stair case Space for lift and the lift if fitted together with all such constructions for common use and for facilities of supplying water; electricity or generator room and even common hall or after such construction for common use by the owners, their heirs, allottees, transferees and assigns and by the Developer and their heirs, nominees, allottees, transferees and assignees as well who all shall have the right to use such common premises or space as per convenience and rules if any ever framed by the occupants of the entire premises or the owners and the developers. The builder will make efforts to achieve maximum F.A.R.

9. That the land owners shall have right to deal with, allot, enter into agreement transfer, by way of sale, gifts, lease etc. the aforesaid **50 percent** of the constructed area i.e. owner's share in the way they like and similarly the developer / builder shall have the right to deal with, allot enter into agreement or transfer by way of sale, gift, lease etc. the aforesaid **50 percent** of the constructed area, i.e. developer's share with the facilities give under this agreement as per provisions of Bihar Apartment ownership Act 2006.

10. The owners jointly, hereby, authorize the Developer to do if required all acts, deeds, matters, things and

For VINEET HOMES PVT. LTD.
Director
21/06/2016

21/06/2016
Kumar Nandan
21/06/2016

Rakesh Kumar Nandan
21/6/16

21/6/16

अपर निबंधन कार्यालय
दानापुर (पटना)

particulars for the furtherance and execution of the Scheme as per sanctioned plan :-

(a) To have the plans of the proposed building or buildings to be constructed on the said property as per approved plan or amended in ~~accordance with~~ rules and regulations of the concerned authorities and in the name of the owners with their consent and to do and sign, all writings and undertakings as may be necessary in connection with the approval and sanction of such plan.

(b) To engage Architects, Surveyors, Engineers and Contractors or petty contractors or other persons relating, to development over the premise in question.

(c) To make applications to the concerned Authorities for obtaining permits after applying for quotas of cement, steel and other control building materials and for obtaining electrical connection or water connection or sewerage and drainage connection etc.

(d) To accept service of any writ, summons or other legal notices and to appear and represent the owners in any court Judicial Tribunals and other Statutory authorities or Board in connection with the said development work and to commence or file suits, action/actions, or other proceedings in any court or before Public Officer or Tribunal relating to the said work of development over the said property and for any of the purposes aforesaid, to sign, execute and deliver or file all necessary Vakalatnamas Affidavits, Plaints, orders application and other documents, papers and writings etc. subject to the terms of this agreement.

(e) To give and grant on ownership basis or other basis the said flats/tenements etc. in the building constructed on the said land and to receive and appropriate to their own account the sale price in respect thereof and like wise the owner will do the same in respect of their shares as per the agreed terms and stipulations stated above and earmarked for them.

(f) To mortgage out of the said property to the limit of **50 percent** of the saleable area **i.e. developer's share**

For VINEET HOMES PVT. LTD.
Director
21/6/2016

21/06/2016
Kumar Nandan
21/06/16

Rakesh Kumar Nanda
21/6/16

21/6/16

with financing institutions, or bank for enabling the purchasers of flats/ tenements etc. to obtain loans against their flats etc.

(g) To display by the Developer his Sign Board at the site and to give it under advertisement in local papers and daily News Papers.

(h) To sign and execute and to deliver any conveyance or conveyances for the proposed said flat and parking spaces and all other deeds instruments and assurances which they shall consider necessary and to join as confirming party in the conveyance of the proposed sale and to present any such conveyance or conveyances for registration to admit execution and receipt of consideration before the Sub Registrar having authority, for and to have the said conveyance registered.

(i) To transfer the said property or part or parts thereof from time to time to its members of the cooperative society.

(j) And generally to do all acts, deeds, and things for developing the said property.

(k) AND WHEREAS after the Registration of this Development Agreement in Registry Office, the Owner and Developers shall be entitled to sale or enter into agreement for sale or other agreement or mortgage their shares directly to its prospective buyers or any financial Institutions.

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

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

For VINEET HOMES PVT. LTD.
Rakesh Chandrayakshi
21/06/2016
Director

Kumar Nandan
21/06/2016

Rakesh Kumar Nandan
21/6/16

अवर निबंधन कार्यालय
दानापुर

as per sub-section (1) in favour of the prospective apartment purchasers.

11. The Development of the said property shall be by and on account of the Developer and neither the Owners themselves jointly or individually nor any other persons claiming through the owner shall have any right in the Development of the said property as per agreed and approved plan and specification by the NAGAR PARISAD DANAPUR NIZAMAT. The Developer shall alone be responsible and liable to the Govt./NAGAR PARISAD DANAPUR NIZAMAT and such other concerned authorities for the discharge of the said work and shall alone be like wise liable for the loss if any or for any claim arising from the Development work and shall keep the owners well indemnified in respect of all his actions, proceedings, demands, claims, costs, charge, expenses, losses, damages, compensations or penalties of any sort or nature whatsoever the owner may be put to sustain or in connection with the said work or for the default, failure or breach of contract by the Developer till the period of completion of the constructions. Similarly because of the owners or any one of the owners, if the developer, or the work of development is hampered in any way the owners will indemnify the developer/developers or their agents and representatives.

12. All the outgoings in respect of the said property from the date of possession to be given to the Developer hereunder shall be borne and paid by the Developer but prior to the period relating to such possession shall be the liability of the owners alone.

13. All out of pocket costs, charges and expenses of incidental charges including the stamp duty and Registry fees on conveyances or conveyances be borne and paid by the allottees/or the transferees in respect of their allotted flats, tenements fallen under the share of each parties. Any other expenditure relating to the Advocates relating to Development will be borne by the Developer.

For VINEET HOMES PVT. LTD.
Director
21/06/16

21/06/16
Kumar Nandan
21/06/2016

Rakesh Kumar Vimalan
21/6/16

21/6/16

अपर निबंधन कार्यालय

14. The Developer alone shall be entitled to recover or accept refund of any deposit made after this Agreement with any concerned authorities e.g. NAGAR PARISAD DANAPUR NIZAMAT, Collector, or Town Planning authorities or with any Govt. or Semi Govt. Bodies, Courts.

15. That the project will be completed within **Two years** from the date of sanction of plans from Danpur Nagar Parisad Nizamat etc. The Owner agrees to allow a grace period of **SIX** months over the aforesaid period. The period of completion is subject to the principle of force maijure, fire, tempest, neighbour problem, handing over of vacant possession of the entire premises, owners problem or other inevitable act, God or Government effecting work, then so much of the time as is so lost will be further added to the period of completion. If the project is not completed and handed over to land owners after completion of agreed time period then the developer will have to pay Delay charges of Rs. 15/- per sq.ft. per month of the 50% area of the Land Owner. The said completion period will be calculated after three months of this agreement.

16. That development of the said property shall be by and on account of the developer and neither the owner nor any other person or persons claiming through the owners shall have any right in the development of the said property as per agreed plan and specification and as approved by NAGAR PARISAD DANAPUR NIZAMAT The developers shall develop the said property at its own cost for development of the said property and shall alone be liable for the loss, if any or for any claim arising form the development of the said property and shall indemnify and keep indemnified the owners and their estate against and in respect of all actions, proceedings, demands, claims, costs, charges, expenses, losses, damages, compensation and/or penalties of all sort or nature what-so-ever the owner may be put to, sustain or incur due to and / or arising out of or in

For VINEET HOMES PVT. LTD.
Director

Rakesh Kumar Nandan
21/06/16

Kumar Nandan
21/06/2016

21/6/16

21/6/16

अवर निबंधन कार्यालय
दानापुर (पटना)

connection with the development of the said property.

17. That on completion of the construction of buildings in terms of this Agreement and handing over of owner's share of the built-up area thereof to the land owners, the land owners shall execute and register all deeds and documents and do all things as may be necessary for finally perfecting the right title and possession of the developer in respect of their allottees or in favour of its nominees and assignees individually or collectively in case it is allotted or assigned to any cooperative society as and when so required by the developer and similarly the developer shall also execute and register all deeds and documents that may be necessary for perfecting the rights, title and possession of the land owners over the owner's share of the built-up area allotted to them in their favour individually or collectively as and when so required by the land owners.

18. The Owners will have no right to interfere or to put any obstruction in construction being executed as per the map approved by the NAGAR PARISAD DANAPUR NIZAMAT.

19. The Land Owner shall execute an irrevocable power of Attorney and Register the same in the Registering Officer as the developers desire, to get the work successfully and smoothly done as lawful Attorney for and on behalf of the land owners to do any act, things, deeds for the interest of the project and to carry on the Development work legally without let or hindrance from any person through or under land owner.

20. That the owner will not be entitled to take steps to dispossess the Developer society or their men provided the construction work is carried on and completed in terms of this development agreement within the specified period as stated above and the owner will be bound to execute and register the deed of conveyance of the absolute transfer deed or deed of release as stated hereinafter and in case of failure to do so the developer

For VINEET HOMES PVT. LTD.
Director

Rakesh Kumar Nandan 21/6/16

Kumar Nandan 21/06/2016

अवर निबंधन कार्यालय

will have all right to maintain possession over the land and built up area and will also have right to get the sale deed executed and registered through the process of the court at cost of the owner and the owner will have no objection or plea to refuse or object to the execution and registration of the sale deed / transfer deed/deed of release/deed of conveyance/deed of exchange etc. as per provisions of Bihar Apartment Ownership Act. 2006.

21. For the purpose of verifying the correctness of the declaration made above regarding the absolute ownership of the said property and their hereto being marketable free from all encumbrances, and also their undertaking not to encumber the said property or otherwise alienate or dispose or deal with the same or any part thereof same and except as herein above provided the developers will be entitled to acesse all necessary original documents including title relating to the property for the purpose of verification as aforesaid including investigation of the owner title to the property. The owner undertakes to hand over copies of all such relevant papers of its use at the time of execution of this development agreement and shall hand over the respective original as and when required by the developer.

22. The Land Owners hereby undertake not to sell, dispose, alienate the said property or any part thereof and except putting the Developer in possession thereof for the purpose of Developments in pursuant to this Agreement with the ultimate object of granting, conveying and transferring the same to get it developed by the Developer and shall do nothing in contravention of the Agreement and as otherwise agreed upon by the owners and Developers in writing.

23. That in case of any difference and disputes arising out or so called to arise relating to the lands and construction thereon out of this Agreement, will be settled by reference to the Arbitrators one each to be nominated by the parties and the two together will

For VINEET HOMES PVT. LTD.
Director

Rakesh Kumar Nandan
21/06/16

Kumar Nandan
21/06/2016

Rakesh Kumar Nandan
21/6/16

अवर निबंधन कार्यालय
दानापुर (पटना)

mutually select and umpire and their decision, findings and verdicts so given, shall be binding, and conclusive under the provision of the Arbitration Act with the jurisdiction of the court at Patna.

24. That even in case of any difference or dispute the construction once started can not be stopped as per the sanctioned plan by any of the parties, but the Arbitrators or the court as the case may be can only get the site and construction inspected by any expert and call for a report.

25. That this agreement is development agreement cum agreement for sale and at any stage of the development construction or on completion of the same the land owner will have option to waive and forego his rights under this agreement regarding development of the land and to treat this agreement only as agreement for sale for the entire land noted in Schedule-I.

26. In any event the owner without prejudice to foregoing declaration agree and undertake to remove all obstacles and clear outstanding doubts or defects if traced out/ pointed out at their own cost to vest the said property in Developer or their nominees as said in preceding clauses.

27. The owner agree that if any levy is imposed by the NAGAR PARISAD DANAPUR NIZAMAT or any other public body(ies) or the Govt. for the development/ betterment of the area in which the said premises is located then the same shall be borne and paid by the owner and the developer jointly in the same proportion as their respective shares of land and built up area in the building.

28. In case, at any time in future additional built-up area above proposed square feet on the said premises is permitted or sanctioned or constructed by the developer, this will be shared mutually with the same terms as contained in this agreement. Out of 50 % of land owners share 25% will be jointly in the name of Sri Brijnandan Prasad and Sri Rakesh Kumar and other 25% will be jointly

For VINEET HOMES PVT. LTD.
Director
21/06/2016

Rakesh Kumar Nandan
21/06/16

Kumar Nandan
21/06/2016

in the name of Smt. Dharamshila Devi and Sri Mukesh Kumar.

29. The builder will use best quality building Material. Land Owners can independently examine the building materials used for their genuineness and if substandard material is used, developer can be forced to change name.

30. That the land owner and builder will register the sale deed in favour of purchaser with terms and conditions stipulated in the declaration approved by the DANAPUR NAGAR PARISAD NIZAMAT or Competent authority.

31. This agreement has two Schedules i.e. Schedule no. I of total land of this agreement and Schedule no. II SALIENT FEATURES OF FLATS.

32. All legal and lawful procedures and actions are subject to Patna Civil/High Court Jurisdiction.

For VINEET HOMES PVT. LTD.
Director
21/06/2016

SCHEDULE -I

Description of the land/property
under this development agreement.

All that piece and parcel of land measuring an area of 8166 sq.ft., equivalent to **18.75 Decimals**. Situated and laying **at** Mohalla- Arya Samaj Road, Mauza- Saguna, Pargana - Phulwari, P.S.- Danapur, District- Patna, bearing Thana no.- 23 Tauzi no. 5292/18587, Khata no. 82, Survey Plot no. 355, within the limits of NAGAR PARISAD DANAPUR NIZAMAT sub registry Office Danapur and Sadar Registry Office Patna and the same is bounded as follows :-

Boundary :-

North : Part Plot N0-354 Sri .J.K.Dutta and Amrita Vijay

South : Part Plot No-355,

East : 40 Ft Main Road.

West : Part Plot No-355

Note :- Govt. value is mentioned at **Code No. 139 & Zone - 3** of M.V.R. 2016-17.

which market value of **Rs. 1,92,19,000/-** (Rupees One Crore Ninety Two lac Nineteen Thousand) only.

Kumar Nandan 21/06/2016

Rakesh Kumar Nandan 21/6/16

21/6/16

अवर निबंधन कार्यालय
दानापुर (पटना)

SCHEDULE II

FEATURES AND SPECIFICATION OF FLATS

A) FLOOR & WALL TILING :

1. The flooring in the living room, bed room, dining area, kitchen and balcony will be of Ceramic Tiles of Orient/ Somany/Johnson/Kajaria or equivalent make.

2. The flooring in bath rooms, toilets will be of Ceramic tiles flooring.

3. Ceramic/glazed tiles will be provided in toilets upto 7' ht. from finished floor level in kitchen it will be upto ht. of 2'-0" from kitchen plat form.

B) SANITARY WARE & FITTINGS:

1. All Water closet and wash basins will be in white ceramic, with low level white cisterns made up of PVC depending upon bulk availability. Sanitary ware will be of Johnson/Hindware/Parryware/Jaquar or equivalent make.

2. All tap fittings will be of chromium plated brass. In case of non-availability in bulk, these will be substituted by some other suitable materials.

C) KITCHEN PLATFORM & SINK :

Top of kitchen platform will be of granite with Stainless steel sink.

One Kitchen of owner's flat will be equipped with modular fittings.

D) DOORS & WINDOWS :

1. door frame in toilet, kitchen and other door frame will be made of locally available hard wood and door shutters will be of factory made 30 mm thick hard core flush shutters painted with two coats of synthetic enamel over a coat of primer. Main door will be both side teak veneer finished.

2. Window frame and shutters will be of Aluminium and with MS Frame and grills will be finished with enamel paint over primer.

3. All the doors will be provided with a night latch, magic eye and a aldrop. All other door fittings will be of anodised aluminium.

CEMENT : Cement will be used of ACC/Lafarge/Ambuja/ Prizm/Ultra Tech/ J.P./ Birla or equivalent make.

For VINEET HOMES PVT. LTD.
Director
21/06/2016

Rakesh Kumar Nandan 21/6/16
Kumar Nandan 21/06/2016
21/6/16

STEEL: Steel will be used of High Quality of TATA/Sail/ Shyam Steel or equivalent make of ISI Mark.

WALLS :

1. Interior walls will be decorated with plaster of paris with one coat of cement primer.

2. Exterior wall will be finished with cement based snowcem permanent finish depending upon bulk availability.

PLUMBING AND WASTE WATER LINES :

1. All concealed plumbing for supply water will of P.P.R.PVC pipes and external soil or waste water lines will be PVC pipe in a two stack system with geyser line connection in bath room.

ELECTRICITY SUPPLY AND WIRING :

1. Wiring will be concealed and suitable for 1/3 phase supply. The actual supply may, be of single or 3-phase in accordance with rules and regulations of Bihar State Electricity Board in force at the time the complex is energised by them. If the Bihar State Electricity Board requires space within the compound to erect a transformer, the flat-owners shall be deemed to have given permission to the Builder for allotment of such space. Location of transformer and main Board will be decided by the company and Bihar State Electricity Board.

2. Each flat will be provided with a separate meter located on the main electrical panel board. A separate meter(s) for common services will be provided on main electrical board.

3. All bed rooms, living and dining areas shall have I plug point, 2 light points, 1 fan point, 1-5A plug point. In addition the master bed room living and dining area shall have a 15 A plug point. One 15 A plug point will also be provided in kitchen and toilet of master bed room.

TELEPHONE AND T.V CABLES :

1. Telephone cable will be provided from each flat upto common junction point (tag-block) at the gate or other suitable location. No wires will be drawn beyond this stretch.

2. Individual Television cables will be provided through concealed conduits for television connection from the terrace to each flat.

For VINEET HOMES PVT. LTD.
Director
21/06/2016

Rakesh Kumar Nandan
21/6/16

Kumar Nandan
21/06/2016

3. Intercom facility shall be provided to the flats.

EXHAUST FAN OPENING :

If the structural design of complex permits, provision of a suitable opening for an exhaust fan shall be provided.

Notes:- All specification, sizes and layout etc. are subject to minor variations, additions, alteration by the company upon suggestion of its consultants. Any features not included in this list but desired by a flat owner may be given at company's discretion at additional cost.

AMENITIES :

WATER:

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

SWERAGE :

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

SERVANT ROOM/PARKING :

There is a provision of reserve parking space as per requirements of from the competent authority. Some of them may be opened and some covered depending upon the availability of space.

If the total car parking space and servant room is less then the total number of occupants, individual allotment as reserve parking space/servant room will be done on first cum first serve basis at an extra cost by the company.

OTHER CHARGES AND DEPOSITS : FOR FLATS.

i) Land Owners will not be responsible for any expenses regarding transformer electric connection and Lift, Generator and Intercom.

ii) Proposed cooperative membership fee and other formation charges: as required.

For VINEET HOMES PVT. LTD.
Director
21/06/2016

Rakesh Kumar Nandan
21/6/16

Kumar Nandan
21/06/2016

21/6/16

अवर निबंधन कार्यालय
दानापुर (पटना)

In witness whereof the parties hereto have set their respective hands to this Agreement made on the day month and year as 1st. written above in presence of the attesting witnesses after having been read over and explained its contents and being understood by both the parties thereto.

Attesting witnesses with address :

1. Pravin Kumar Tiwari
S/o Late Prabhu Dayal Tiwari
P.O + P.S. Sastrinagar
Patna-23
21/06/16

① [illegible] 21/6/16
M. No-9386370191

2. Abhinath Kr. Sinha ② [illegible] 21/06/16
S/o Late Jagendar P.K. Sinha
Sultanpur Gopi Nath Lane ③ Rakesh Kumar Nandan 21/6/16
Nayatola, Danapur
Patna. 21/06/16
22/6/2016

④ [illegible] Kumar Nandan 21/06/2016

SIGNATURE OF LAND OWNERS.

For VINEET HOMES PVT. LTD.

Rakesh Chandra Pathak
21/06/2016
Director

SIGNATURE OF DEVELOPERS.

Drafted : Rakesh Chandra Pathak
21/06/2016

Printed By:-

(Manoj Kumar)
UDDYOGIJI'S CHAMBER,
Collectorate Bar Association
Patna.

दस्तावेज जाँचा
22/6/16
हस्ताक्षर

अवर निबंधन कार्यालय
दानापुर (पटना)

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. 385400/-	Amt.Paid By N.J Stamp Paper	Rs. 1000/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 406000/-

Registration Fee

FEE PAID												
	A1	21000	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-	21000		

LLR + Proc Fee		Service Charge
LLR	0	600
Proc.Fee	0	
Total	0	

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 21600

Date: 22/06/2016

Registering Officer
Danapur

Endorsement under section 52

Presented for registration at Registration Office, Danapur on Wednesday, 22nd June 2016 by Brijnandan Prasad Late Dwarika Prasad by profession Others. Status - Executant

22.6.2016

Signature/L.T.I. of Presentant

Date:22/06/2016

Registering Officer
Danapur

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Pravin Kumar Tiwari' age '40' Sex 'M', 'Late Prabhu Dayal Tiwari', resident of '248/1154,shivpuri,patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 22/06/2016

Registering Officer
Danapur

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Danapur in Book 1 Volume No. 155 on pages on 438 -461 , for the year 2016 and stored in CD volume No. CD-24 year 2016 .The document no. is printed on the Front Page of the document.

अवर निबंधन कार्यालय

Date : 22/06/2016

Token No. : 7606 **Year : 2016** **S.No. : 7360** **SCORE Ver.4.0**

Registering Officer
Danapur

Deed No . : 7238

SCANNED By Checked By

6/22/2016