Serial No. 1276 Circle:-:Begusarai Nagar Nigam Book No.:-1 Deed No. 1244

Development Agreement Value 31136000 Rs.

भारतीय गैर न्यायिक INDIA NON JUDICIAL

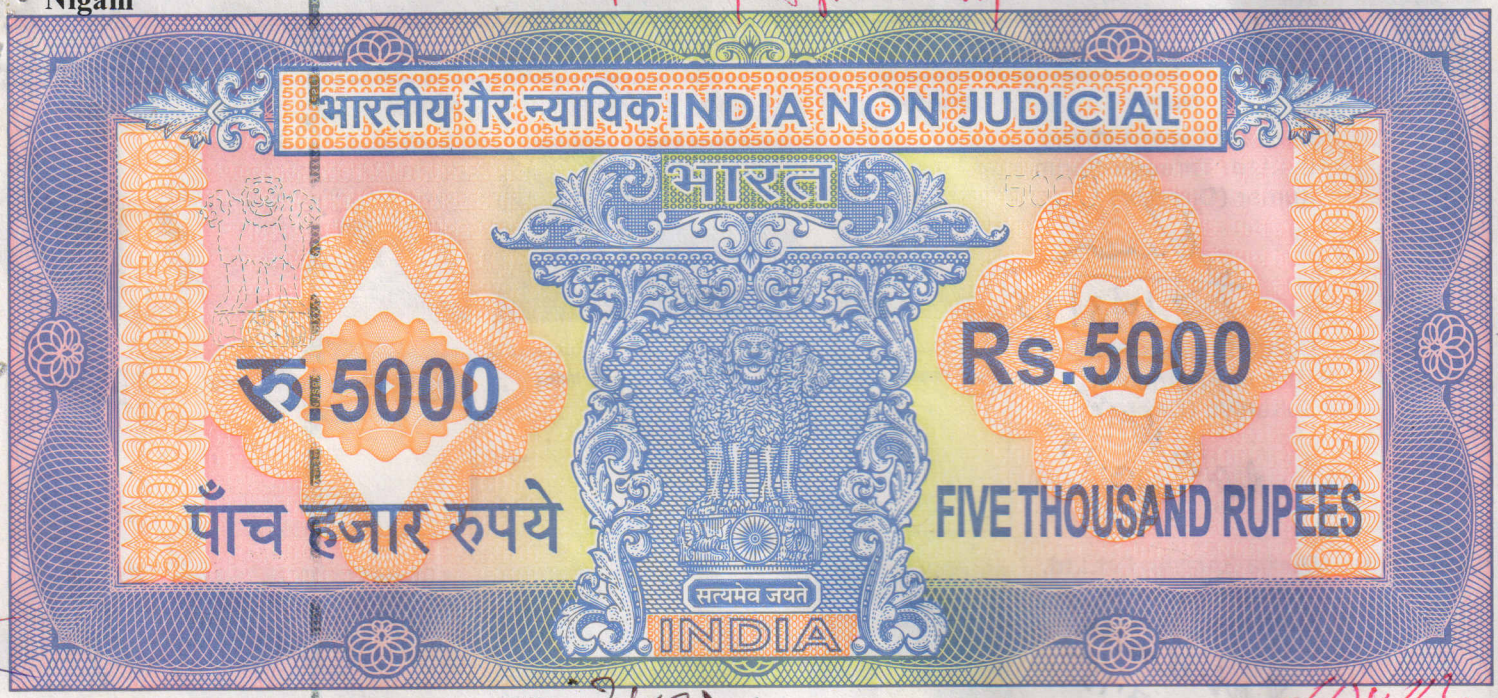
भारत

रु.5000 Rs.5000

पाँच हजार रुपये FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA



बिहार BIHAR

A 111765

Serial No. 1276 Deed No. 1244

Uday P.D. Sinha

L. N. 4/85 Begusarai

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

This document was presented for registration on 10/03/2015 by Durga Engicon Pvt.Ltd. Through-Ramautar Sultaniya (Director)

A Stamp Duty of Rs. 625720/- and other Fees of Rs. 22600/- 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. 1244 in Book No. 1, Volume No. 18 on pages from 115 to 138 and has been preserved in total 24 pages in C.D. No. 3 / Year 2015

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT is made and entered on this 10 Day of March, 2015 (Two Thousand Fifteen) of the Christian Era.

Date: 10/03/2015 Token No: 1277 /2015

Signature with Date
(Dr. Sanjay Sinha)
Registering Officer, Begusarai

For DURGA ENGICON PVT. LTD.
Director

BETWEEN

Saakaar

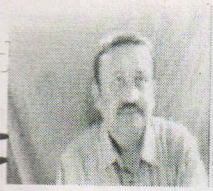
10/3/15

Data Entry By
Operator

For Saakaar Constructions Pvt. Ltd.
Managing Director

District Registry Office,Begusarai

Token Number 1277	Reg. Year 2015	Serial Number 1276	Deed Number 1244

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant Sig.	Saakaar Constructions Pvt.Ltd. Through-Sudip Kumar (Director) 10/3/15						
Presented By Sig.	Durga Engicon Pvt.Ltd. Through-Ramautar Sultaniya (Director) 10.3.15	☒ Photo	☒ Thumb	☒ Index	☒ Middle	☒ Ring	☒ Little
Executant Sig.	Durga Engicon Pvt.Ltd. Through-Ramautar Sultaniya (Director) 10.3.15						
Identified By Ashok Kumar Sig.	S/o- Anandi Mahato 10.03.15						

SCORE Ver.3.0 Powered by InfoSystem and Solutions,Patna Biometric Captured By 2000sop001

बैंक स्क्रौल नं0 38 दिनांक 10/3/15
चालान राशि मो0 64272/- मिलान किया
लिपिक 10/3

Scanned By
Operator

DURGA ENGICON Pvt. Ltd., PATNA, a Company Registered under the Companies Act, 1956, Certificate of Incorporate No **U45200BR2012PTC019712,** having its registered office at 503, PUSHPANJALI VENKATESH APPARTMENT, BUDH MARG, PATNA 800001,BIHAR,INDIA, through its Director **MR. RAMAUTAR SULTANIA,** son of Late NAURANG LAL SULTANIA, both residents of H. No. – 22, Village – Marvari Mahalla, Begusarai, District -- Begusarai, in the state of Bihar and by nationality Indian, herein after referred to as **"LAND OWNER"** (which expression or term shall unless repugnant to the subject of the context be deemed to mean and include his legal heirs, successors, executors, administrators & legal representatives) of the Land Owner of the **FIRST PART.**

PAN : AAECD5212C

AND

SAAKAAR CONSTRUCTIONS PVT. LTD., a Company Registered under the Companies Act, 1956, Certificate of Incorporate No. **U00502BR1996PTC007493**, having its registered office at Pandooi Place, Boring Road, P.S. - Buddha Colony, Town and District – Patna in the state of Bihar, PIN - 800 001, through its Director **MR. SUDIP KUMAR,** son of Late Keshaw Prasad Agarwal, resident of East Boring Canal Road, P.S. – Budha Colony, Town and District – Patna in the state of Bihar and by nationality Indian, hereinafter called **"DEVELOPER / BUILDER"** (which expression shall unless it is repugnant to the context or meaning thereto shall mean and include it's administrators, legal representatives, assigns and / or successor - in - interest) of the **SECOND PART.**

PAN : AAFCS5899D

For DURGA ENGICON PVT. LTD.
Director
10-3-15

For Saakaar Constructions Pvt. Ltd.
Managing Director
10-3-15

Saakaar
10/3/15

RECITAL

WHEREAS, aforesaid owner Durga Engicone Pvt. Ltd. Patna had purchased the property fully described in Schedule - I (Lot No. I) of this Deed through a Registered Deed of Absolute Sale Dated 25-02-2013 from Mr. Bishnu kant Agrawal, son of Late Shiv Prakash Agrawal, resident of Begusarai, Pargana – Baliya, District – Begusarai in the state of Bihar, the document has been registered as Deed No. 1329 in Book No. 1, Volume No. 18 on pages from 481 to 488 in C.D. 3, Token No. 1379 / 2013 and Serial No. 1365 registered at Registry Office, Begusarai and after the purchased the property fully described in Schedule - I (Lot No. I) of this Deed Vendor came in exclusive, physical and peaceful possession of the aforesaid property, who had been coming in possession as absolute owner and aforesaid Owner got mutated it name in Register-II in the office of Circle Officer Vide Jamabandi No. – 1936/846 and paying taxes under receipt No. 00054256 Dated 25/05/2013.

AND WHEREAS, aforesaid owner Durga Engicone Pvt. Ltd. Patna had purchased the property fully described in Schedule - I (Lot No. II) of this Deed through a Registered Deed of Absolute Sale Dated 25-02-2013 from Mr. Pradeep Kumar Rungta, son of Late Shiv Prakash Agrawal, resident of Begusarai, Pargana – Baliya, District – Begusarai in the state of Bihar, the document has been registered as Deed No. 1330 in Book No. 1, Volume No. 18 on pages from 489 to 497 in C.D. 3, Token No. 1377 / 2013 and Serial No. 1366 registered at Registry Office, Begusarai and after the purchased the property fully described in Schedule - I (Lot No. II) of this Deed Vendor came in exclusive, physical and peaceful possession of the aforesaid property, who had been coming in possession as absolute owner and aforesaid Owner got mutated it name in Register-II in the office of Circle Officer Vide Jamabandi No. – 1942/846 and paying taxes under receipt No. 00054256 dated 25/05/2013.

For DURGA ENGICON PVT. LTD.
Director
10.3.15

For Saakaar Constructions Pvt. Ltd.
Managing Director
10.3.15

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AND WHEREAS, the Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to the land fully described in Schedule - I hereunder written, hereinafter for the sake of brevity referred to as "the said property".

Since then uptil now the land OWNER / first part have been coming in title and peaceful physical as well as constructive possession over the property fully described in Schedule - I of this Deed.

AND WHEREAS, the land Owner covenant that the said property is in their possession with absolute and clear right, title, interest and possession and the land is also free from all encumbrances, debts, mortgage, liens, charges, attachments and in marketable conditions and have good right, full power and absolute and undisputed authority and title to transfer the whole of the property fully described in Schedule - I of this Deed.

AND WHEREAS, the land Owner / first part are interested in development of land and construction on the land fully described in Schedule – I of this Deed and in acquiring proportionate built up area in the same as consideration money in exchange for the full and final value of the proportionate land in the share of Land Developers/ Second Part to be given to Developer by the Land Owner.

AND WHEREAS, the aforesaid developer offered to develop and construct at its own cost and fund a multi-storeyed building complex on the land fully described in Schedule – I of this Deed of the land Owner, hereinafter referred to as the "Building" and give a proportionate part thereof to the extent of which was agreed as exchange for full and final value of the land from basement / ground floor to all upper floors of the developed buildings.

AND WHEREAS, certain terms and conditions were agreed to by and between the Land Owner and the Developer with regard to development of land and construction over the land and transfer

For DURGA ENGICON PVT. LTD.
Director
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For Saakaar Constructions Pvt. Ltd.
Managing Director
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of the Developer's share by the land OWNER to the developer and disposal of the space in shape of built up area and as such parties hereto are desirous of recording in to writing the terms and conditions of such agreement as hereunder.

NOW THIS DEED WITNESSETH AND IT IS HEREBY agreed and declared by and between two parties as follows:-

1. That the land owner hereby declares and confirms that they are absolute and undisputed owner and possessed of the said property referred to above more particularly described in the Schedule – I and that the same is free from all types of encumbrances and without let or hindrances of any kind and that the said property is not under any acquisition, requisition or proceedings or injunction and that the land owner has clear and absolute, marketable title thereto and have rights to transfer the right and title of the same absolutely.

2. That the land Owner has agreed to appoint the Land Developer / Second Part as the Developer of the land fully described in Schedule – I of this Deed to develop, construct and to sell / transfer, mortgage and convey the Developer's share and the developer has agreed to undertake development of the said premises and to develop and construct according to the sanctioned plan as per terms and conditions of this Deed and the Land Owner has also agreed to authorize the developer to sell the built up area, parking spaces, terrace area etc. in the proposed multi-storeyed building to the extent of developer's share of the built up area with common area and facility, that too in terms of this development agreement.

3. That it shall be the duty of the developer to have the plans of the proposed building/buildings to be constructed on the Land in accordance with the rules and regulations and as per plan approved by the concerned authorities and all expenses in connection with the same shall be borne by the developer.

4. That the developer shall develop the land fully described in Schedule – I of this Deed of the Land Owner and build and

For DURGA ENGICON PVT. LTD. 10.3.15 Director

For Saakaar Constructions Pvt. Ltd. 10.3.15 Managing Director

Saakaar 10/3/15

construct multi-storeyed building complex in two blocks in the name and style of 'SAAKAAR's KALPTARU' (Block-A and Block-B) along with parking spaces, passages, ways and other common facilities for the building complex as per the actual physical possession of the lands in question as the Developer may decide in his absolute discretion and as may be permitted by the competent authorities.

5. That the Developer shall provide and meet the total cost of Development and construction of the building complex over the said plots of land from its own usual resources, namely contributions by its members / purchasers and or loan from Banks or any other Financial Institutions, that there shall to no effect on the landlord and will have no liability for this. And land owner shall have no objection and that the land owner shall not be required to meet any part of the cost of development or construction. Land owner will not sign any paper related with loan, with any effect to the personal liability or any liability or any lien on the clear title of land.

6. That the Developer shall in order to mobilize finance and attract prospective members / buyers display/publish the name of the proposed building complex, display signboard over the said land, publish and advertise the so named building project in the daily news papers and book, allot and give on Ownership basis the accommodation to its members/buyers on such terms and conditions as the Developer may thinks fit and proper and receive from such buyers / members all money on account of such allotment in shape of buyers / members contribution or as loan to the allottee / buyers /members from Banks or any other financial Institutions.

7. That the land owner hereby irrevocably undertake not to sell / make agreement to sell, dispose off, alienate with or to let out with the possession of or create any charge over the said property or any part thereof to any person or body corporate, save and except, putting the Developer in possession thereof for the purpose of development pursuant to this agreement with the ultimate object of granting, conveying and

For DURGA ENGICON PVT. LTD.
Director
10-3-15

For Saakaar Constructions Pvt. Ltd.
Managing Director
10/3/15

Saakaar
10/3/15

transferring the said property to the Developer and/or the Developer's nominees and the land owner further irrevocably undertake not to do any act, Deeds, matters or things as shall be in contravention of the undertaking, stipulations and the declarations made by them in these presents.

8. That the land owner shall get the built up area in the Building Complex proposed to be developed and built on the vacant lands as aforesaid in lieu of the price of undermarketed and impartible developer's share in his plots of land in the proportion and manners as stated below .

9. **LAND OWNER / FIRST PART:** The land OWNER shall get only 45 (forty five) % of the total super built up area of the proposed building complex to be constructed on the said premises in lieu of the developer's share to the extent of remaining part undermarketed and impartible share in the said land fully described in Schedule – II of this Deed.

DEVELOPERS : The developers shall be entitled to the remaining part of the built up area i.e. 55 (fifty five) % as exclusive and absolute owner thereof and shall have full right to allot, sell, make agreement to sell, transfer, mortgage, project loan, lease or let out the same on his own terms and conditions and manner to its members / buyers / persons concerned as the developers may deem fit and proper fully described in Schedule – III of this Deed.

The supplementary agreement for Area division schedule, based upon flat no. and actual super built-up area, will be done on a later date but shall be a part of this development agreement, after sanctioning of drawings by competent authority, and will be duly notarized. Any fraction of area deviation from the percentage area of 45 % and 55 % will be mutually settled in the above mentioned supplementary agreement for Area division schedule.

Instead of supplementary agreement for area division schedule, as mentioned above, the landowner and developer

For DURGA ENGICON PVT. LTD. 10-3-15 Director

For Saakaar Constructions Pvt. Ltd. 10-3-15 Managing Director

Saakaar dreams made true 10/3/15

mutually settled in the above mentioned supplementary agreement for Area division schedule.

Instead of supplementary agreement for area division schedule, as mentioned above, the landowner and developer can jointly sell the total super built up area, partly or fully, and share the entire proceeds of joint sale, as per the percentage share distribution, mentioned above and elsewhere. For the purpose of joint sale, the sale proceeds will be deposited in the bank account of Developer and the Developer will release the landowners share of received amount, every month, as per the books. The landowners will be free to check the book of accounts (receipt part) of the developer, anytime, during the working hours.

10. That the Developer undertakes to complete the development and construction work of the said premises on the said plot of land and deliver the possession of the Owner Share within Three and half years i.e. 42 Months for Block-A and Four and half years i.e. 54 months for Block-B from the date of start of construction or foundation work (construction or foundation work will be started within six months of this agreement), subject to force major and such happenings as fire, tempest, accident, exceptionally inclement weather, rioting etc. and any other act of God i.e. a viz major or other inevitable causes or accident or from any exceptional circumstance. However the developer has also been given a grace period of six month thereafter for completing the said development work meaning thereby in any case the development work must be completed within a period of 48 months for Block-A and 60 months for Block-B. Developer will pay Rs. **One lacs** to the landowner vide cheque no.-**222932** Dated **09.03.2015** drawn on Central Bank, Patna, as refundable security deposit, which will be refunded to the Developer, at the time of handing over of land owner's area.

For DURGA ENGICON PVT. LTD.
10-3-15
Director

For Saakaar Constructions Pvt. Ltd.
10.3.15
Managing Director

Saakaar
10/3/15

physical possession of the said premises and demolish the building structures standing thereon with right to demolish the same and sale, utilize the said materials as he likes and will not pay anything out of it to the landlord / Owner.

12. AND WHEREAS the Developers shall develop the land fully described in Schedule – I of this Deed in the name of **"SAAKAAR'S KALPTARU (Block-A and Block-B),** which may be changed or modified as may be mutually agreed by the Land Owner and Developer / Builder.

13. That the Developer / Builder shall appoint an Architect for drawing and preparing the plans, designs, drawings and elevation of the Proposed building complex to be constructed on the property fully described in Schedule – I of this Deed, all expenses, to be incurred and fees to be paid to the said Architect, shall be paid and borne by the Developer / Developer. It is further agreed and settled that the Developer shall develop the said property ensuring the construction to the maximum permissible F.A.R and / or according to Plan sanctioned from Competent Authority.

14. In the event of the additional FAR (Floor Area Ratio) is available for construction, the Developer / Builder shall have the right to put up the additional construction and hence the proportionate area of the Land owner and Builder will also be increased according to the new FAR. Once the building is completed and handed over to the flat owner's society, neither the builder nor the landlord or the flat owner's society can put up additional construction, even if additional FAR is available.

15. That the income gained from commercial / any type of use of common area, common roof or from any other common area related to the proposed building shall be distributed proportionally between the Land Owner and the Developer. None of the Flat / Unit Purchaser/s / flat owner's society or any one shall be entitled for any share out of the said income. The Developer will have the right to put signage, hoardings etc of its existing and future projects in the common area, roof, set back of the building blocks during

For DURGA ENGICON PVT. LTD.
Director
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Managing Director
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construction and even after completion and handing over the project to the housing society.

16. That the Land Owner hereby agrees that when the constructed floor areas in the said buildings complex as mentioned above are handed over proportionately as per this Deed to the Land Owner, the same shall form and be deemed to form adequate consideration money to the Land Owner in lieu of transfer absolutely all their rights, title and interests in the said property to the Developers to the extent of undermarketed and impartible share in the land and the Land Owner hereby further undertakes accordingly to execute the necessary Deeds and documents transferring all his rights, title and interest in the said property fully described in the schedule hereto in favour of the developer or its nominee or nominees if so requires by the Developer.

17. That the developer shall act as an independent Developer in developing and constructing the said building over the scheduled property and shall keep the Land Owner indemnified from and against all third party's claims arising out of any act or commission by the developer against the development in or relating to the construction of the said building.

18. That the Land Owner shall bear and pay all outstanding charges and dues of whatsoever nature due and payable to Government or Local Body in respect of the schedule property including ground rent, property tax, water and electricity charges, Municipal dues tax and other outgoing up to the date of this agreement for all rents, taxes, etc. but any due under the same arises after delivery of vacant and peaceful possession of the developer's share to the developer will be payable by Developer.

19. The Land Owner and Developer agrees that if any levy is imposed by the Bihar Regional Development Authority (Dissolved) / Nagar Nigam Begusarai / Urban Development Deoartment, Government of Bihar, P.W.D. or any other Government or Local body for the development / betterment of the area in which the said developed building is located

For DURGA ENGICON PVT. LTD.
Director
10-3-15

For Saakaar Constructions Pvt. Ltd.
Managing Director
10.3.15

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or any other levy become applicable on the said developed building thereon then the same shall be borne and paid by the Developer and the Landowner in the same proportion (percentage of area distribution), as mentioned above. If any penalty or compounding fees due to extra construction or height within permissible limits is imposed by Bihar Regional Development Authority (Dissolved) / Nagar Nigam Begusarai / Urban Development Department, Government of Bihar, P.W.D. or any other Government or Local body, then the same shall be borne and paid by the Developer and the Landowner in the same proportion (percentage of area distribution), as mentioned above.

20. That both the parties have mutually agreed to pay Service tax, Municipal corporation tax or any other tax for their share of constructed area in concerned offices on their own or after getting the taxes etc. from their respective buyers.

(I) If any concerned department demands Service tax, Municipal corporation tax or any other tax from first part then the second part will make payment at applied rate of their part to the first part so that first part can make the necessary payment to the concerned department. Similarly,

(II) If any department demands Service tax, Municipal corporation tax or any other tax from second part, the first part shall make payment at applied rate of their part to the second part, so that second part can make complete payment of taxes etc. to the concerned department.

21. If any dispute arises regarding the title of the property under this contract, the land Owner will bear all the cost in defending the title and the Land Owner will indemnify the developer from any losses due to same.

22. That Land Owner shall be entitled to inspect the project and site anytime to see that the work is going on in terms of this agreement.

23. That any notice to be given by either party to this agreement shall be required to be given only through registered post / official email in the address as given in this agreement in

For DURGA ENGICON PVT. LTD.
Director
10.3.15

For Saakaar Constructions Pvt. Ltd.
Managing Director
10/3/15

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schedule V and such notice shall be deemed to be valid notice. Any change in official address to be immediately notified to the other party.

24. That after the execution / Registration of this Development Agreement in concerned Registry Office, the Land owner and Developer / Builder Saakaar Constructions Pvt. Ltd. shall be entitled to sell, transfer, or enter into agreement for sale or any other agreement/s or alienate, create charge, mortgage their respective shares directly to its prospective Buyer/s or any financial institutions / bank and as per provisions under section 5 and other sections of The Bihar Apartment Ownership Act, 2006 Builder / Developer and Land owner is entitled to directly Agreement / sale / transfer / alienate, create charge, mortgage their respective shares as absolute Owner without consent of any one.

25. That any difference or dispute relating to or arising out of this agreement shall be referred to the tribunal of arbitration, one arbitrator to be appointed by each of the parties hereto and those two arbitrators so appointed will jointly appoint third arbitrator which will complete the tribunal of three arbitrators and they will proceed according to the Arbitration and conciliation Act.

26. The land owner hereby declares:-

a. That the area of the said property is about 48448 Square Feet (111.2 Decimal). Land Value - 31136000 for Residential Apartment 10.3.15

b. That there is no notice or order passed by the Nagar Nigam Begusarai or and other body or authority for set back thereof and there is no acquisition whatsoever nature by the Municipality or other body or authority relating to the said property or of any part thereof.

c. That there are no statutory claims, demands, attachments or prohibitory orders made by the Taxation Authorities /

For DURGA ENGICON PVT. LTD. Director 10.3.15

For Saakaar Constructions Pvt. Ltd. Managing Director 10.3.15

Saakaar 10/3/15

Revenue authorities or any Government or other local bodies or authorities concerning or relating to the said property or any part thereof.

e. That there is no subsisting agreement or arrangement in respect of the said property with any other developer or any person / persons.

f. That there is no notice or case pending before any Court or before any Magistrate regarding the said property. And If the Developer finds any dispute at any time before/after this agreement regarding the said property, the developer shall be entitles to revoke this agreement.

g. That except the owner none else is entitled to or has any share, right, title and interest in the said property and the owner is not benamidar or trustee for any one in respect of the said property.

h. That there are no any dues against the said property to any Govt. / Dept. or any local bodies.

i. That the Land Owner declares and assures the Developer that the Schedule No. I property is free from all kinds of encumbrances such as prior Sale, Gift, Mortgage, Will, Trust, Exchange, Lease, legal flaws, claims, prior Agreement to Sell, Loan, Surety, Security, lien, court injunction, litigation, stay order, notices, charges, family or religious dispute, acquisition, attachment in the decree of any court, hypothecation, Income Tax or Wealth Tax attachment or any other registered or unregistered encumbrances whatsoever.

j. That through this Deed land owner gives all the power to the aforesaid Builder / Developer to complete the

For DURGA ENGICON PVT. LTD.
10-3-15
Director

For Saakaar Constructions Pvt. Ltd.
10-3-15
Managing Director

Saakaar
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proposed building according to the Bihar Apartment Ownership Act.

27. That the Land Owner hereby authorises and empowered the Developer / Developer to all acts and Deeds or matters, things and in particular subject to other provisions of this agreement as per requirement besides as stated just herein below.

a) To represent land owner in all Government / Semi Government offices including Nagar Nigam Begusarai, etc. and to file application, affidavit, bond and to amend all said application if required and to receive all the letters etc. and to make proper reply to them.

b) To obtain permission or approval for proposed Building Plan / Map and other required permissions form Nagar Nigam Begusarai and / or Other Competent Authorities for the development and construction of the proposed new Building in accordance with the Agreement and for that purpose to sign on such applications, papers, writings, undertakings, appeal etc. in relation to the said property, development and constructions by aforesaid Builder / Developer in his own signature.

c) That to accept service or any writ or summons or either legal process or notice and to appear and represent on behalf of the Owner or as Owner of the developer's share in any court or before any Magistrate, Judicial, Tribunal and other Tribunals or authorities in connection with the development of the said property and to commence or file suits, actions or other proceedings in any court or before any public office or tribunal or statutory authorities relating to the development of the said land or part/parts thereof and for any of the purpose aforesaid to sign, execute and deliver or file necessary Vakalatnama, claims, plaints, written statements, order applications,

For DURGA ENGICON PVT. LTD.
10-3-15
Director

For Saakaar Constructions Pvt. Ltd.
10-3-15
Managing Director

Saakaar
dreams made true
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affidavits petitions and writings and verify and support by affidavit any of them.

d) To enter upon the said property with men and material as may be required for the purpose of development work and for that purpose to demolish the existing building and structures standing thereon and erect new buildings, structures etc. as per the proposed plan, and to remove the debris and other materials of demolished structure, and dispose of the same in the manner the Builder / Developer may think fit.

e) To appoint Architects, Contractors, Sub-contractors and Surveyors etc. to supervise the development work in respect of the proposed building/s and structures on the said property in accordance with the plans to be sanctioned and specifications agreed to and/or sanctioned.

f) To apply for modifications of the Building Plans from time to time in relation to the construction of the said proposed buildings on the property fully described in Schedule – I of this Deed by aforesaid Builder / Developer in his own signature.

g) To create charge over or mortgage the said property, limited to the Developer's portion only and excluding the Landowner's portion or property, by aforesaid Builder / Developer in his own signature in any bank, financial institution or any other institution to raise project loan / any type of loan and to sign documents as required for getting loan and comply all formalities to get loan.

h) To insure the said property, buildings and fittings and fixtures against damages, fire, tempest, riots, civil commotion, floods, earthquake, bomb blasts, malicious damages for destruction and against other risks as the Builder / Developer may think sufficient to protect the interest of all concerned therein.

For DURGA ENGICON PVT. LTD.
Director
10-3-15

For Saakaar Constructions Pvt. Ltd.
Managing Director
10-3-15

Saakaar
10/3/15

i) And generally to do all acts, Deeds and things which are not even specifically mentioned in this Deed but are deemed to be fit and necessary relating to property fully described in Schedule - I of this Deed.

SCHEDULE - I

DESCRIPTION OF THE LAND UNDER THIS DEVELOPMENT AGREEMENT

(LOT NO.I)

All that piece and parcel of vacant land measuring **15 Kathas 7 Dhurs and 7 Dhurkies (Fifteen Kathas Seven Dhurs And Seven Dhurkies)** equivalent to **52.40 Decimals** situated at Mauza – Mahamadpur Raghunath, Pargana - Malki, P.S. – Mufasil Begusarai, Town and District – Begusarai in the State of Bihar. The Land bearing Mauza – Mahamadpur Raghunath, Thana No. 375, Plot No. 308, Tauzi No. 8204, Khata No. 178, Ward No.10 and annual rent Paying of ₹3/- besides cess in the office of Circle Officer - Begusarai, Vide Jamabandi No. – 1936/846 and within the jurisdiction of Sub Registrar – Begusarai and District Registrar –Begusarai within the limit of Nagar Nigam Begusarai and entire land is bounded as follows :-

- : BOUNDARY : -

NORTH : - Mr. Gopal Sultaniya and Mr. Sonelal Yadav.

SOUTH : - Road 20 Feet.

EAST : - Mr. Vishnu Kant Agrawal

For DURGA ENGICON PVT. LTD.
Director
10-3-15

For Saakaar Constructions Pvt. Ltd.
Managing Director
10-3-15

Saakaar
10/3/15

SOUTH : - Road 20 Feet.

EAST : - Mr. Vishnu Kant Agrawal

WEST : - Mr. Pradeep Kumar Rungta.

(LOT NO.II)

All that piece and parcel of vacant land measuring **17 Kathas 10 Dhurkies (Seventeen Kathas Ten Dhurkies)** equivalent to **58.80 Decimals** situated at Mauza – Mahamadpur Raghunath, Pargana - Malki, P.S. – Mufasil Begusarai, Town and District – Begusarai in the State of Bihar. The Land bearing Mauza – Mahamadpur Raghunath, Thana No. 375, Plot No. 299, 300, 301, 302, 303, 304, 305 and 308, Tauzi No. 8204 and 8205, Khata No. 12, 35, 178, Ward No.10 and annual rent Paying of ₹4.25/- besides ses in the office of Circle Officer, Begusarai Vide Jamabandi No. – 1942/846. and within the jurisdiction of Sub Registrar – Begusarai and District Registrar –Begusarai within the limit of Nagar Nigam Begusarai and entire land is bounded as follows :-

- : BOUNDARY : -

NORTH : - Mr. Sonelal Yadav.

SOUTH : - Mr. Pradeep Kumar Rungta.

EAST : - Durga Engicone Pvt. Ltd. and 30' wide land for approach road.

For DURGA ENGICON PVT. LTD.
Director
10-3-15

For Saakaar Constructions Pvt. Ltd.
Managing Director
10-3-15

Saakaar
dreams made true
10/3/15

WEST : - Agrasen Matri Sewa Sadan Plot No. 299, 300 and 305.

SCHEDULE – II

LAND OWNERS'S SHARE IN THE PROPOSED BUILDING

That Land Owner will get 45 % share of constructed super built-up area in Proposed Building along with all the amenities, fittings and fixtures and will also get 45 % share in Parking Spaces and Common areas as well.

That, in future, if the concerned authority i.e. Nagar Nigam Begusarai / Other Competent Authorities allows to make further construction on the existing building the Land Owner will get 45 % share in all such construction.

That Land Owner owns and possesses 45 % share in the proposed Multi-Storey Building and all other area related to it. Henceforth, this Deed shall be considered as Title/Ownership Deed of the Land Owner. Land Owner needs not to have any other Deed as Title/Ownership Deed.

SCHEDULE – III

DEVELOPER'S SHARE IN THE PROPOSED BUILDING

That Builder / Developer will get 55 % share of constructed super built-up area in Proposed Building along with all the amenities, fittings and fixtures and will also get55 % share in Parking Spaces and Common areas as well.

That, in future, if the concerned authority i.e. Nagar Nigam Begusarai / Other Competent Authorities allows to make further construction on the existing building the Builder / Developer will get55 % share in all such construction.

Saakaar
dreams made true
10/3/15

For DURGA ENGICON PVT. LTD.
10-3-15
Director

For Saakaar Constructions Pvt. Ltd.
10-3-15
Managing Director

That Builder / Developer owns and possesses 55 % share in the proposed Multi-Storey Building and all other area related to it. Henceforth, this Deed shall be considered as Title/Ownership Deed of the Builder / Developer. Builder / Developer needs not to have any other Deed as Title/Ownership Deed.

SCHEDULE – IV

STANDARD SPECIFICATION

1	Foundation	:	Cast in situ RCC pile or footing / raft foundation, as per structural design.
2	Structure	:	RCC framed structure.
3	Doors	:	All doors will be flush door with wooden choukhat, painted with enamel paint.
4	Windows	:	Fully glazed Aluminium / wooden windows (without grill).
5	Floor	:	Vitrified flooring in drawing and dining room and bedrooms and ceramic tile flooring in balconies, kitchen and toilets in flats and marble flooring / crazy flooring / mosaic flooring in grey cement in all the common areas including stairs, vaccum dewatered flooring /chequred tiles in parking etc.
6	Kitchen	:	Ceramic tiles in floor and Green Marble finished working counter, 18" high dado with white glazed tiles above the working platform, steel sink (single bowl).
7	Bathrooms	:	Ceramic tiles in floor and dado upto 7'-0" high, white glazed vitreous sanitary fittings, chrome plated fittings, acrylic cistern in white colour.
8	Electrical	:	All internal wiring of copper under concealed PVC conduit, modular electrical

Saakaar
dreams made true
10/3/15

For DURGA ENGICON PVT. LTD.
10.3.15
Director

For Saakaar Constructions Pvt. Ltd.
10.3.15
Managing Director

switches and accessories of standard make.

9	Walls Internal	:	POP finished wall (without painting).
10	Walls External	:	Decorative paint as per the directive of the Architect.

Note: Above specifications are not absolute and can be changed by developer in consultation with land owners. Final specifications will be as per printed in the project brochure.

SCHEDULE – V

Official Address for Correspondence

FIRST PART : LANDOWNER

Durga Engicon Pvt. Ltd.

503, Pushpanjali Venkatesh Appartment, Budh Marg, Patna. 800001, Bihar.

SECOND PART : BUILDER DEVELOPER

Saakaar Constructions Private Limited

3rd floor, Pandooi Place

Boring Road, Patna – 800 001. Bihar.

M. NO. - 9771495777

E-mail – saakaarpatna@gmail.com, saakaar@saakaar.net .

For DURGA ENGICON PVT. LTD.
10-3-15
Director

For Saakaar Constructions Pvt. Ltd.
10-3-15
Managing Director

Saakaar
dreams made true
10/3/15

IN WITNESS WHEREOF, the above named Land owner and the Developer / Builder have put their respective signatures on this Development Agreement without any undue influence, pressure or coercion, out of free will after going through the contents of the documents and fully understanding the contents thereof, on this **10. Day of March, 2015 (Two Thousand Fifteen)** in presence of the below noted attesting witnesses.

WITNESSES :

1. Deepak Kumar
S/o-Late Hira lal Singh
Moh- Jai Prakash Nagar
PO- GPO Patna-1.
10.03.15

For DURGA ENGICON PVT. LTD.

Director

SIGNATURE OF THE LAND OWNER

2. Ashok Kumar
S/O. Anandi mahato
At+PO- Safapur
Dist - Begusarai
Dt- 10.03.15

For Saakaar Constructions Pvt. Ltd.

10.3.15
Managing Director

SIGNATURE OF THE DEVELOPER / BUILDER

DRAFTED by
Mithilesh Kr Singh
LN. 572000

Saakaar
10/3/15

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. 622720/-	Amt.Paid By N.J Stamp Paper	Rs. 5000/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 643320/-

Registration Fee

FEE PAID

A1	0	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	20000	J1	0	K2	0	Na	0
B	0	H1a	0	J2	0	Li	0		
							TOTAL-		20000

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 20600

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

Date: 10/03/2015

Registering Officer
Begusarai

Endorsement under section 52

Presented for registration at Registration Office, Begusarai on Tuesday, 10th March 2015 by Durga Engicon Pvt.Ltd. Through-Ramautar Sultaniya (Director) Naurang Lal Sultaniya by profession Business. Status - Executant

Ramautar Sultaniya
10-3-15

Signature/L.T.I. of Presentant

Date:10/03/2015

Registering Officer
Begusarai

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Ashok Kumar ' age '42' Sex 'M', 'Anandi Mahto ', resident of 'Sakin-Safapur Thana+distt-Begusarai '.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 10/03/2015

Registering Officer
Begusarai

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Begusarai in Book 1 Volume No. 18 on pages on 115 -138 , for the year 2015 and stored in CD volume No. CD-3 year 2015 .The document no. is printed on the Front Page of the document.

Date : 10/03/2015

Registering Officer
Begusarai

Token No. : 1277 Year : 2015 S.No. : 1276 SCORE Ver.3.0 Deed No . : 1244

10.03.15