Serial No. 6281 Book No. :- 1 Deed No. 5622

Serial No. 6281 Deed No. 5622

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

This document was presented for registration on 16/05/2014 by Urmila Devi
A stamp duty of Rs. 902100/- and other fees of Rs. 26825/- 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. 5622 in Book No. 1, Volume No. 132 on pages from 28 to 58 and has been preserved in total 31 pages in C.D. No. 20 / Year 2014

बिहार सरकार
SCORE 3.0

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

Date: 16/05/2014 Token No: 6415 /2014

SCANNED

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and executed on this the **16th.** day of the month of **May, 2014.**

BETWEEN

1. **Smt. Urmila Devi** wife of Late Bhawnath Sharma.
2. **Sri Arun Kumar** Son of Late Bhawnath Sharma
3. **Sri Amrendra Kumar** Son of Late Bhawnath Sharma
   All permanent resident of village- Khatangi, Police Station Kurtha, Post Office Khatangi, District- Arwal, at present Resident of Mohallah- Rampur, Post Office Mahendru, Police Station Bahadurpur, District- Patna.
4. **Prof. Matuk Nath Choudhary**, Son of Late Yugal Kishore Choudhary, Resident of 303, Sarswati Niwash

प्रभारी लिपिक

District Registry Office,Patna

Token Number 6415 | Reg. Year 2014 | Serial Number 6281 | Deed Number 5622

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Executant	Surya Mani Devi						
Sig.	सूर्य मणि देवी 16/05/14						
Identified By	Shailendra Kumar						
Sig.	Shailendra Kumar 16/5/14						
Presented By	Urmila Devi						
Sig.	ऊर्मिला देवी 16/5/14						
Executant	Amrendra Kumar						
Sig.	Amrendra Kumar 16.5.14						
Executant	Arun Kumar						
Sig.	Arun Kumar 16.5.14						
Executant	Shashi Bhushan Choudhary						
Sig.	Shashi Bhushan Choudhary 16-5-14						
Claimant	Arun Kumar Singh (Dir)						
Sig.	16/05/14						
Executant	Matuk Nath Choudhary						
Sig.	Matuk Nath Choudhary 16-5-14						

SCORE Ver.3.0 | Powered by InfoSystem and Solutions,Patna | Biometric Captured By 2800sop001

Apartment, Road No. 12, Rajendra Nagar, Patna, Police Station- Kadamkuan, Post Office- Rajendra Nagar, District- Patna.

5. **Prof. Shashi Bhushan Choudhary** Son of Late Yugal Kishore Choudhary, Resident of 21 MIG, Hanuman Nagar, Police Station Patrakar Nagar, Post Office- Hanuman Nagar, District- Patna.

6. **Smt. Surya Mani Devi** wife of Sri Balmiki Prasad, Resident of Road No. 6B, Rajendra Nagar Patna 800016, Police Station- Kadamkuan, Post Office- Rajendra Nagar, District- Patna hereinafter referred to as the "OWNERS" (which term of expression unless it be repugnant to the context/subject or meaning thereof shall mean and include their executors, administrators, successors, legal heirs and assigns) of the **FIRST PART.**

AND

KASHYAP GREEN HOMES PVT. LTD., a company registered under the companies Act 1956 having its registered office at Shailja Tower, Kankarbagh Main Road, Patna-20, District and Town Patna through its Authorised Director **Sri Arun Kumar Singh,** Son of Late Jagdish Prasad Singh, resident of 402, Nutan Vihar, Kankarbagh, District- Patna- 800020, hereinafter referred to as the ***"DEVELOPER"*** (which terms and expression shall unless it be repugnant to the context or meaning thereof shall mean and include its legal representatives, executors, administrators, successors- in – interest and assigns or nominees) of the **SECOND PART.**

WHEREAS Babu Bhawnath Sharma being Karta of his joint family consisting of himself, his wife Smt. Urmila Devi the owner No.1 and sons namely Arun Kumar and Amrendra Kumar the owner No. 2 and 3 during his life time out of joint family fund and income as well as his own earning and fund had purchased five kathas of land in one

16/05/14

District Registry Office,Patna

Token Number 6415	Reg. Year 2014	Serial Number 6281	Deed Number 5622

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Executant	Urmila Devi	N/A	N/A	N/A	N/A	N/A	N/A
Sig.							

SCORE Ver.3.0 Powered by InfoSystem and Solutions,Patna Biometric Captured By 2800sop001

Block situated at Mauza- Pakri, Pargana- Azimabad, Police Station Phulwari Shariff, District Patna appertaining to Tauzi No. 355, Thana No. 25, Khata No. 11, Survey Plot No. 272 by two Registered sale deeds dated 13.1.1982 one in his own name for 2 ½ kathas vide deed No. 359, Book No. 1, Vol. No. 27 of 1982, Page No. 442 to 445 and another in the name of his wife Smt. Urmila Devi the aovenamed owner No.1 for 2 ½ kathas vide deed No. 357, Book No. 1, Vol. No. 27 of 1982, Page No. 343 to 346 both deed Registered on 13.1.1982 at Registry Office Patna and since the date of purchase Babu Bhawnath Sharma with his family have been coming in peaceful possession of the said total purchased land measuring five kathas and later on Babu Bhawnath Sharma died on 19.2.2007 leaving behind his widow Smt. Urmila Devi the owner No.1 and two sons namely Arun Kumar and Amrendra Kumar the above named owner No. 2 and 3 as well as two daughters namely Archana Kumari and Alpana Kumari. The said both the daughters of Late Bhawnath Sharma have been married in well to do family and as such they have relinquished and forfeited their respective shares in favour of their brothers the owner No. 2 and 3 as they are leaving in their respective Matrimonial home with their respective husband and children and as such the owner No. 1 to 3 are the absolute owners and have been coming in joint possession of the said all the five kathas of land as its absolute owners. Their names have also been mutated in Register-II and the Rent receipts are being granted in their names vide Zamabandi No. 510/1, and 509/1 respectively. The details of the said land of the owner No.1 to 3 is more fully described in Schedule-1 below of this development Agreement, which forms part of this Agreement.

AND WHEREAS the above named owner No.4 Prof. Matuknath Choudhary and owner No.5 Prof. Shashi Bhushan Choudhary both sons of Late Yugal Kishore Choudhary are the absolute owners of land measuring Two kathas situated

4 Matuk Nath Choudhary 16-5-14
5 Shashi Bhushan Choudhary 16-5-14
6
1 श्रीमती उर्मिला देवी
2. Arun Kumar 16-5-14
3 Amarendra Kumar 16.5.14

16/05/14

just adjacent land in western boundary of the purchased land of owner No.1 Smt. Urmila Devi situated at Mauza Pakri, Pargana Azimabad, Police Station Phulwarishariff appertaining to Tauzi No. 355, Khata No. 11, Thana No. 25, Survey Plot No. 272, which was purchased by the mother of the owner No. 4 and 5 namely Smt. Prabha Devi wife Sri Yugal Kishore Choudhary through Registered sale deed dated 11.1.82 executed by Sri Ram Bhajan Ray vide deed No. 241, Book No.1, Zild No. 35 Page No. 163 to 166, year 1982 Registered on 21.1.82 in the Registry office Patna. Smt. Prabha Devi as well as her husband Babu Yugal Kishore Choudhary both died leaving behind their only two sons the above named owner No.4 and 5 as only legal heirs and as such the owner No.4 and 5 are the absolute owners and in possession of the said lands and their names have been so mutated in the Register-II maintained by the state and the rent receipts are being granted in their name on payment of Rent by them vide Zamabandi No. 298 the details of the said lands is more fully described here in schedule-1/A below of this deed, which forms part of this deed.

AND WHEREAS the above named owner No. 6 Smt. Surya Mani Devi is the absolute owner and in possession of one katha ten Dhoors of land situated in adjacent of the lands of the above named owner No. 1 to 5 at Mauza Pakri, Pargana- Azimabad, Police Station Phulwarishariff District Patna appertaining to Tauzi No. 355, Thana No. 25, Khata No. 11, Survey Plot No. 272 which she has purchased in her own name by Registered sale deed dated 13.1.1982 from Ram Naresh Ray vide deed No. 358, Book No. 1, Zild No. 21 of 1982, Page No. 438 to 441, of the year 1982 registered on 13.1.1982 at Registry Office Patna and since then she has been coming in exclusive possession as its absolute owner over her said purchased land and has got her name mutated in the Register –II maintained by the state of Bihar and the rent receipts are being granted by the state of Bihar in her name on payment of rent by her vide zamabandi No. 249.

16/05/14

The details of her said land is more fully described in Schedule 1/B below of this deed.

AND WHEREAS the aforesaid all the owners are seized and possessed or otherwise sufficiently entitled to their said respective vacant lands details of which have been given in Schedule-I, 1/A and 1/B of this Development agreement as referred to above.

AND WHEREAS the said owners covenant that their respective Scheduled lands are in their exclusive possession respectively 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 the respective owners have their right, full power and absolute authority and title to transfer their respective whole or part of their aforesaid respective Schedule land and the name of the said owners have also been mutated in the Register-II maintained by the State of Bihar over their respective Lands.

AND WHEREAS the owners are jointly interested in getting multistoried residential building complex in one block developed and constructed through a reputed developer by amalgamating their respective lands details noted in schedule-1, 1/A and 1/B of this Development Agreement and to acquire built up area in their share in the shape of flats and parking spaces as consideration in exchange for the proportionate undivided share in their respective schedule lands to be transferred by the respective owners in favour of the Developer or its nominees /purchasers on receipt of their respective complete constructed share in all respect and accordingly the said owners were in search of a reputed developer who could develop the aforesaid land on the reasonable terms and conditions.

AND WHEREAS the aforesaid developer offered to construct at its own cost residential building complex on the

Scheduled land of the owners after amalgamating their entire lands in one Block, to be named as " ***BHAWNATH SURYAPRABHA ENCLAVE"*** hereinafter referred to as the "BUILDING" and to give 50% (Fifty percent) of the total construction to be made as per the sanctioned building plan. The Developer's area would be 50% (Fifty percent). The parking area will also be demarcated/divided in the same ratio and proportion of 50% (owner's share) and 50% (developer's share) and further both the parties will have 50% (fifty percent) right over upper floor roof and if in future any monetary gain is made from the Terrace Area or in future any further construction is made by the Developer over the upper floor then, the Landowners jointly will get 60% (Sixty percent) share and the Developer will get 40% (Forty percent) share in it and then also there after the upper floor roof area will be divided in same way of 50% (fifty percent) to the Developer and 50%(fifty percent) to the owners Jointly. The owners will demarcate/ divide their allotted 50% share in the ratio by calculating owners 50% as 100% and the same will be divided in between them in the following ratio:-

Urmila Devi owner No.1 with her son owners No. 2 and 3 jointly will get 56% (Fifty Six percent), Prof. Matuk Nath Choudhary and his brother Prof. Shashi Bhushan Choudhary the owner No. 4 and 5 jointly will get 28% (Twenty eight percent) and the owner No.6 Smt. Surya Mani Devi will get 16% (Sixteen) percent as against their shares as decided and agreed in between the owners themselves. They will also demarcate their respective shares out of their allotted shares just after the allotment of the shares made by the Developer just after obtaining the sanction Map.

AND WHEREAS the terms and conditions as agreed to by and between the owners and the Developer with regard to the construction of the said building by the Developer at its own cost and as consideration on delivery

4 Matuk Nath Choudhary 16-5-14
5 Shashi Bhushan Choudhary 16-5-14
6 [illegible]

1 [illegible]
2 Aman Kumar 16.5.14
3 Amarendra Kumar

16/05/14

of Built up area of owners share by the Developer, the owners agreed to transfer their undivided proportionate share of 50% in their respective land by executing the sale deed or deeds in favour of the Developers or its Nominees/ purchasers with respect to disposal of the Developers Area, the parties hereto are desirous of recording into writing the terms and conditions of agreement as agreed as hereunder incorporated.

NOW THIS DEED WITNESSETH AND IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1) The owners above named have agreed jointly to appoint the aforesaid developer as the developer of their aforesaid respective lands and grant to the developer to develop their land by amalgamating their land in one block and to construct one multistoried residential building at their own cost after obtaining the sanction map from the Patna Municipal corporation the competent Authority without making any deviation from the sanction map, who hereby accept from the owners the right to develop their aforesaid land more fully described in the Schedule- 1, 1/A and 1/B hereunder written in the manner and on the terms, conditions and stipulations hereinafter appearing entirely at its own cost and expenses to the extent of permissible F.A.R. It may be clarified that if in future as per building byelaws the map for commercial cum Residential building is sanctioned by the Patna Municipal Corporation then in that case the Developer will have to obtain the sanction map for Development of land for commercial cum Residential building complex.

2) The owners simultaneously with the execution of this Development Agreement, hereby agreed to grant

4 Matuk Nath Choudhary 16-5-14
5 Shashi Bhushan Choudhary 16-5-14
[redacted]
3 Amarendra Kumar

16/05/14

physical possession of their respective lands as noted in their respective schedules below of this Development Agreement to the developer and to entrust the right to take up preliminary works for the development and construction of the building comprising of residential flats and car parking spaces and to allot , enter into agreement for sale of the developer's area of the same to its prospective buyers to the exclusion of the owner's area.

3) The owners agree to sell, convey, transfer and/or assign lands to Developer and /or its nominee(s), free from all encumbrances 50% (Fifty percent) of their undivided share in their respective total schedule lands for consideration for and on the terms and conditions mentioned here under.

4) As consideration for 50% (Fifty percent) of the undivided share in the said total schedule land to be conveyed/transferred by the respective owners to the Developer or its nominees, the Developer agrees to deliver and give possession to the owners jointly 50% (Fifty percent) of the total built up area of the said Building to be constructed by the Developer at its own cost, which is hereinafter called as the owner's area which will be distributed in between them as agreed and decided in between them in the following manner i.e. by treating the total 50% (Fifty percent) of the owners total area for distribution amongst them the 50% (Fifty percent) will be calculated by treating the same as 100% out of which Urmila Devi owner No.1 with her sons owner No. 2 and 3 jointly will get 56% (Fifty Six percent), the owner No.4 Prof. Matuk Nath Choudhary and his brother owner No.5 will jointly get 28% (Twenty eight percent) and the owner No.6 Smt. Surya Mani Devi will get 16% (Sixteen) percent as against the consideration of their respective 50%

4 Matuk Nath Choudhary 16-5-14
5 Shashi Bhushan Choudhary 16-5-14
1 ঊর্মিলাদেবী
2. Aram Kumar 16.5.14
3 Amarendra Kumar

16/05/14

undivided land jointly to be transferred to the Developer by the respective three sets of the owners. The balance 50%(fifty percent) of the total salable built up area shall belong to the Developer and shall here in after be called as the Developer's area.

5) That immediately after the execution of the Development agreement, the Developer shall proceed for construction of permanent Boundary wall and preparation of the plan and Drawings for the said Building at their own cost.

6) That owners shall have no objection if the said building plans are submitted after taking approval from the owners by the Developer to the Patna Municipal Corporation authority for permission, approvals and the owners agree to sign all such papers, Maps that may be deemed necessary by the Developer for the said purpose. However all fees, cost, charges and expenses relating to such sanctioning/ preparation /approvals of maps shall be borne by the Developer.

7) The owners hereby at the time of signing the Development agreement handed over vacant possession of their respective Schedule land to the Developer and now the developer shall proceed expeditiously with the preparation of plan for development and construction of the proposed building and to get the Map sanctioned from the Patna Municipal Corporation the competent Authority and only after taking the sanction map from Patna Municipal Corporation or concerned authority shall construct the Residential building as per sanction Map without any deviations. The developer will hand over the owners share to the owners within Two years from the date of sanction Map. However, the land

owners have allowed the grace period of Six months for handing over of the owner's share, thereby making the time frame altogether shall be Two years and six months. The Developer will have to get the sanction Map obtained within Two months from the date of removal of stay in getting the Map sanctioned by the Patna Municipal Corporation Authority.

8) The developer shall hand over the owner's area to the owners as against consideration for value of aforesaid fifty percent of their respective proportionate undivided share in the total land to be transferred by the respective owners to the developer or its nominee/nominees.

9) The owners shall be entitled to not less than 50% (Fifty percent) of the built up area in the shape of flats and car parking space. Excess or shortage if any in area will be compensated by developer and owners in the manner that if the owners will be liable to pay for excess area then in that case the owners will pay @ Rs. 3200/- (Rupees three thousand two hundred) per sq. feet but in case the amount is payable by the Developer to the owners then in that case the Developer will have to pay @ Rs. 4000/- (Rupees four thousand) per Sq. feet.

10) It is further agreed and undertaken by the developer that the owners shall have full right, title and ownership interest over the owner's area referred to above allotted to the owners as their share out of the total built up area and the owners shall be fully entitled to enjoy the above built up area either for themselves or shall be fully entitled to transfer, convey, grant otherwise alienate or transfer their right, title, interest in any manner deemed fit by the owners to any person, association of persons, firms,

4 Matuk Nath Choudhary 16-5-14
5 Shashi Bhushan Choudhary 16-5-14
6 [illegible]
1 [illegible]
2 [illegible] 16.5.14
3 [illegible]

16/05/14

companies, body corporate, co-operative societies, government agencies etc. on such terms and conditions as may be decided by the owners. All cost of construction and otherwise of the aforesaid owners area shall be born and paid by the Developer.

11) As after the date of execution of this Development Agreement, the developer shall be deemed to be in possession of the said entire lands noted in Schedule-1 series for the purposes of development only and shall be free to do all acts, deeds and things required for development and construction of building complex. Once the developer failed to complete the construction of the building within the aforesaid fixed period and as such the Developer will ceases to develop the property and then, the developer shall have to restore the lands in whatever condition forthwith to the owners along with any development/construction made, for which the developer shall not be entitled to any compensation whatsoever from the owners.

12) After delivery of owners area fully and completely built and finished as per specification attached to this Development Agreement in Schedule-2 below with interior common space facilities and exterior completion of the total building including electrical fittings, water connections, sewerage line, bathroom fittings and on its acceptance by the owners, the owners shall execute the instrument of transfer as to their proportionate undivided share of land comprising developers area to the developer and/ or their nominees, assignees.

13) All the outgoings in respect of the said premises from the date of this Development Agreement i.e. the date when the possession is given to the developer shall be

16/05/14

born and paid by the developer, who however shall not be liable for any of the outgoings on the said premises relating to the period prior to the date of such possession, which shall be the sole liability of the owners alone.

14) The owners shall hold the owners area on the same terms and conditions as the owner of the other portions of the buildings according to the standard agreement that may be finalized by the developer. The owners or their assigns shall become the members of the association of persons or a co-operative housing society whichever is found suitable to be formed by the Developer its purchaser and owners of the land and or their purchasers and every person occupying the building as owners of the respective flats shall become the member of the Association/ society and shall abide by the rules, regulations of the association of the Co-operative Housing Society or the Body Corporate. The owners shall be entitled to use common facilities provided in the building for the utilization by the occupants of the building complex on the usual terms and conditions applicable to all for such utilization.

15) It is agreed that in all transfers/ conveyance of land or built up area, the purchaser/ transferee shall bear the cost of stamp duty, court fees and other registration charges. But the owners of the land shall not be deemed to be transferee of owners built up area which is allotted to them by way of consideration received by the owners as against their proportionate land. No stamp duty liability of the owners in respect of any transaction whatever will be made by the owners of the land.

4 Matuk Nath Choudhary 16-5-14
5 Shashi Bhushan Choudhary 16-5-14
6 [illegible]

1 [illegible]
2 Aonu Kumar 16-5-14
3 Amarendra Kumar 16.5.14

16/05/14

16) The developers only after giving possession to the land owners their respective share of the fully constructed, completed and habitable building in all respect, will be entitled to transfer/ execute the sale deed or deeds in respect of the share of the developer's area at their discretion to their intending purchaser(s) and receive and realize the consideration money in respect of their share's area and put the respective purchaser in possession. The Developer may negotiate and enter into agreement for sale of the Developers area with any purchaser after the bifurcation of the shares of the land owner's area and receive the earnest money of the consideration amount but the developer have no right to execute the sale deed/deeds and put in possession of their any intending purchaser without handing over the complete built up area in all respect to the owner's share to the owners.

17) That the developer shall act as an independent developer in constructing the said building over the scheduled land and shall keep the owners indemnified from and against all third parties claims arising out of any act or omissions against the development in or relating to the construction of the said building.

18) That owners hereby authorize the developer to do, if required, all acts, deeds, matter, things given under:-

(a) To have the plans of the proposed building to be constructed on the aforesaid land prepared/ amended in accordance with the Rules and Regulations of the concerned competent authorities and other statutory provisions and get the same approved/sanctioned from the competent authority. However, the owners will also sign all the necessary plans, specifications,

4 Matuk Nath Choudhary 16-5-14

5 Shashi Bhushan Choudhary 16-5-14

6 [illegible]

1 [illegible]

2 Arun Kumar 16-5-14

3 Amarendra Kumar [illegible]

16/05/14

declarations, affidavits and other legal and statutory papers for getting the plan of the building amended, if necessary, in future subject to their satisfaction.

(b) Notwithstanding anything contained in this agreement, the owners or their authorized representatives hereby reserve their right to be consulted, supervise and have their say in the entire process of planning and construction with a view to maintain its quality and quantity of construction in respect of the said building.

(c) To appoint architects, surveyors, engineers and contractors and other persons for the purpose of construction and security under the terms of this development Agreement.

(d) To make applications to the concerned authorities for obtaining electrical connections and permits or quota for cement, steel and other controlled building materials.

(e) To accept service of any writ, summons or other legal process or notice and to appear and represent the owners in any court or before any magistrate, judicial tribunals or other tribunals 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 officer or tribunal relating to the development of the said land or part or parts thereof or for any of the purposes aforesaid to sign, execute and deliver or file necessary vakalatnama, claims, plaint, written statement, Appeal, Revision, Writ application, Counter reply, orders, applications, affidavits, petitions and other documents, papers and writings etc.

1 Matuk Nath Chaudhary 16-5-14
2 Arun Kumar 16-5-14
Amarendra Kumar
3 Shashi Bhushan Choudhary 16-5-14
4 [illegible]
5 [illegible]

16/05/14

(f) To enter into agreements for sale or otherwise allot flats/parking spaces etc. in the aforesaid building to the purchasers in respect of the developer's area only but the Developer will not execute the sale deed or deeds or put in possession of the flats/ car parking spaces to their purchasers unless the owner's share is handed over to the owners.

(g) The developer at his own risk and responsibility can mortgage only share of developer's built up area with bank/and or financial institution for obtaining loan/ working capital/short terms loan/finance and also to obtain loan for their intending purchaser of flats and parking spaces and the said developer will use the said loan amount only for development purpose of this project and not to divert or invest for their any other project or for any other purpose. This is, however, subject to the condition that if the developer fails to complete the building, as indicated earlier, and provide the owner's share in habitable condition as per specification, within the stipulated time then in that case the entire constructions if any made by the Developer by then shall be deemed to be vested to the owners free from encumbrances created by the developer even in respect of their share and deemed to be automatically restored to the owners of the lands, the entire land along with any development made for which the Developer shall not be entitled to any compensation. The loan if any taken by the developer from any financial institution will be the sole responsibility of the Developer.

1 [illegible]
2 Arun Kumar 16-5-14
3 Amarendra Kumar 16.5.14
4 Matuk Nath Choudhary 16-5-14
5 Shashi Bhushan Choudhary 16-5-14
6 [illegible]

16/05/14

(h) To transfer the developer's area or part or parts thereof from time to time to one or more proposed purchasers of flats in the aforesaid building subject to the condition that the Execution of sale deed and delivery of possession to such purchasers will be made only after the owner's area is delivered to the owners.

(i) To give ownership basis or other basis the said developer's area in the property and the flats in the building to be constructed on the aforesaid land and to receive the consideration money and appropriate to their own account for the purposes of Development of the schedule land only and the consideration money so received by the Developer will not be diverted or invested in any other project or for any other purposes.

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

19) Whenever required by the developer, the owners or their duly authorised representative will join as the confirming party in any agreement for sale which the developer may enter into with any person or persons who desire to acquire flats or portions in the developer's area of the building on owner ship basis.

20) Upon completion of the development work and after handing over the owners area to the owners as per the terms and conditions contained herein, if desired by developer, the owners shall make and execute in favour of the developers or their nominee(s) purchasers including co-operative housing society or association or persons or a body corporate, a proper conveyance or such other deeds in writing as the

developer may deem necessary for assuring or perfecting the title of the developer and/or their nominees to the aforesaid land with respect to the developers share .

21) Simultaneously on the completion of the building and handing over of the owner's area to the owners, the owners shall execute or join in the execution of all documents necessary for giving the flats/ car parking space to the buyers of the Developers share at the request of the Developer in respect of legal title to their respective spaces including their undivided proportionate share and rights in the land. If the owners will fail to execute the sale deed or deeds then the Developer will have right to get the sale deed executed under the provision of Apartment Act.

22) The developer must use standard materials as per rules and regulations for construction of the building and get the work supervised by certified engineers. Any fault found in the construction will be entirely on the developer's responsibility and liability and not that of the owner's .The developer must remain vigilant about the construction work.

23) That the owners hereby declare:-

(a) That the area of the aforesaid all the lands noted in schedule-1, 1/A and 1/B and the common land left by the vendors of the owners for the owners only then after inclusion of the said common areas total lands comes to approx 9 kathas equivalents to 12,250 sq. feet.

(b) That the entire property is freehold and the owners have absolute right, title, interest and possession over their

(f) That there are no attachments either before or after judgement and there are no claims, demands, suits, decrees, injunctions, orders lispendence, notices, insolvency notice, petitions or adjudication orders made or issued by or at the instance of any part thereof.

(g) That apart from the owners, none else is entitled to or have any share, right, title or interest in the said property or any part thereof either as a partner or any partnership or coparcener of any joint family or otherwise, and that the owners are not benamidars or trustees for anyone in respect of their aforesaid land, the maintenance and upkeep thereof of any funds of the joint family or any nucleus thereof.

25) That the owners hereby irrevocably undertake not to sell, dispose, alienate the said property or any part thereof 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 transferring the property as developed as aforesaid to the developer or person or persons nominated by the developer including a society or societies or an incorporated body or limited company as hereinabove stated and further irrevocably undertake not to do any act, deed, matter or thing as shall be in contravention of the declarations made by them in the present clauses.

26) In any event the owners without prejudice to foregoing declarations agree and undertake to remove all obstacles and clear all outstanding dues or defects

1 [illegible] 4 Matuk Nath Choudhary 16-5-14
2 [illegible] 16-5-14 5 Shashi Bhushan Choudhary 16-5-14
3 Amarendra Kumar 16.5.14 6 [illegible] 16/05/14

16/05/14

at their own cost and keep the developer or its nominee's indemnified against any loss to that effect.

27) For the purpose of verifying the correctness of the declaration hereinabove made by the owners and in particular the declarations made above regarding the absolute ownership of the said land and their title 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 save and except as hereinabove provided, that the developer shall be entitled to obtain copy of all documents including of title relating to land for the purpose of the verification as aforesaid including investigation of the owners title to the property. The owners under take to show all such relevant papers in original as and when required by the developer or its representative including financial institutions.

28) That development of the said land shall be for and on account of the developers and neither the owners nor any other person or persons claiming through the owners shall have any right or interest in the development of the said land. The developer shall develop the said land in its own name and at their own cost and shall alone be responsible for the development of the said land. However, the Building Complex shall be named as ***"BHAWNATH SURYA PRABHA ENCLAVE"***.

29) All the outgoings in respect of the aforesaid land from the date of the physical possession to be given to the developer hereunder shall be born and paid by the developer who, however, shall not be liable for any of the outgoings of the aforesaid land relating to the

period prior to such possession, which shall be the liability of the owners alone.

30) That the owners will receive the consideration for the scheduled land in the shape of built up area agreed as aforesaid or market price for adjustment of the area, the owners shall at no time demand any further premium or have interest in future dealings regarding the sale of developer's share of built up area.

31) That this agreement shall not ever be deemed to constitute a partnership of any sort between the parties hereto.

32) The owners shall hold the owner's area on the same terms and conditions as the buyers of other portions of the building according to the standard agreement of the owner's association of the Building which may be mutually formed by the owners as well as the purchasers of the developer's area on due consent and approval of the developer. The owners and the purchasers of the developer's area and their nominees, respective agents, servants, licensees shall abide by the rules and regulations of the terms of the agreement/bye-laws of the said owner's association and the owners and/or their authorized representatives and purchasers of the developer's area shall pay common utilities maintenance charges to the association on no loss no profit basis as per prevailing norm and be entitled to use all common facilities in the building complex intended for utilization .

33) After completion of the building, the entire plot under the Development shall be fully finished boundary wall as per specification secured with Iron gates and guard posts.

16/05/14

1 [illegible] 4 Matuk Nath Choudhary 16-5-14
2 Asim Kurose 16-5-14 5 Shashi Bhushan Choudhary 16-5-14
3 Amarendra Kumar 16.5.14 6 [illegible] 16/05/14

34) It is agreed that in all transfers/conveyance of built up area, the purchaser/ transferee shall bear the cost of stamp duty, court fees and other Registration charges.

SCHEDULE-1

The details of the land of the owners No.1 to 3 namely Smt Urmila Devi and her sons Sri Arun Kumar and Amrendra Kumar.

An area of Five kathas of land in one Block situated at Mauza- Pakri, Pargana- Azimabad, Police Station- Phulwarishariff, District- Patna appertaining to Tauzi No. 355, Thana No. 25, Khata No. 11, Survey Plot No. 272, which is bounded as follows:-

North:- 7' Rasta for Self after that Smt. Suryamani Devi

South:- House of Smt. Rajmatia Devi

East:- Main Road

West:- Shri Matuknath Choudhary & Shri Shashi Bhushan Choudhary both S/o Late Prabha Devi & Late Yugal Kishore Choudhary

SCHEDULE-1/A

The details of the land of the owners No. 4 and 5 Prof. Matuk Nath Choudhary and Prof. Shashi Bhushan Choudhary.

An area of Two kathas of land adjacent to land of the owners No. 1 to 3 situated at Mauza Pakri, Pargana- Azimabad, Police Station- Phulwarishariff, District Patna appertaining to Tauzi No. 355, Khata No.11, Thana No. 25, Survey Plot No. 272 which is bounded as follows:-

North:- House of Shri Punyadeo Singh & Others

16/05/14

South:- Sakaldip Paswan

East:- Smt.Urmila Devi, Shri Arun Kumar & Shri Amrendra Kumar Both S/0 Smt. Urmila Devi & Late Bhawnath Sharma

West:- Main Road & Late Sukhlal Rai & Others

SCHEDULE-1/B

The details of the land of the owners No. 6 Smt Surya Mani Devi.

An area of one katha Ten Dhurs of land adjacent land of the owners No. 1 to 5 situated at Mauza Pakri, Pargana-Azimabad, Police Station Phulwarishriff, District- Patna appertaining to Tauzi No. 355, Thana No. 25, Khata No. 11, Survey Plot No. 272 which is bounded as follows:-

North:- Smt. Geeta Sinha & Smt. Kanchan Mala

South:- 7' Rasta for Self & Smt. Urmila Devi and Sons

East:- Main Road.

West:- House of Shri Punyadeo Singh & others

Note :- Govt. value is mentioned at **Code No. 349 & Zone - 4** of M.V.R. 2013-14, which Govt. value of above land is Rs. 4,50,04,000/- (Rupees Four crore fifty lac four thousand) only.

ANNEXTURE - II

GENERAL SPECIFICATION

(1) FOUNDATION:

Earth Quake resistant RCC Pile Foundation as per the Structural Design of a qualified Design consultants.

(2) STRUCTURE:

RCC framed structure with Class I bricks with standard Cement/Sand/Stone Chips ratio with best quality materials.

STEEL : Balmukund/Captain /Magadh TMT.

SAND : Sone Sand.

BRICKS : Class – I

CEMENT : Buland/Concreto/Birla Gold / Konark OR other equivalent Brand but for all RCC casting work only Buland / Concreto will be used.

(3) ROOF SLAB :

RCC slab of standard prescribed thickness & **at height of 10 feet.**

(4) FLOORING :

Good quality Marble Flooring of Slab size marble OR Vitrified Tiles of Somany / Kajaria Company as per choice of owners costing between Rs.80 to 100 per Sq.ft.

(5) ELECTRIC WIRING :

Wiring as per 3 phase connection, Concealed PVC conduit wiring using 2 mm thickness PVC Pipes & Copper conductor wire of required thickness of **Havels Brand,** Best quality electrical fittings & **Anchor/Kany modular Switches.**

(6) DOOR FRAME:

Assam Sal wood of 4" X 2½" /4" X 3" thickness.

(7) DOOR / WINDOW :

Collapsible Iron gate at main gate of each flat & Main door of each flat should be made of Sagwan wood. Other inner doors of Factory made W/P Flush Doors (Green/Century make) & glazed window of White Gamhar wooden frame with Grill fitting OR Aluminium Channel framing of at least 2 mm thick channel.

(8) KITCHEN :

Kitchen Top Slab of High Quality Granite , Glazed Tiles upto required height after slab with Steel sink and Jaguar make C.P. fittings.

(9) BATHROOM:

Marble / Antiskid floor tiles and Big Size Designer glazed tiles Up-to ceiling height with Jaguar make C.P. fittings & Standard ISI PVC pipes (Supreme Pipes), Tata Iron G.I. Pipes of (M) standard, with standard quality good Co. made Sanitary ware & fittings.

(10) RAILINGS:

Both Interior & Exterior S.S. Railings of Standard gauge thickness.

(11) PAINTINGS:

All inner Walls, Doors & Windows along with their frames will be painted minimum 2 to 3 coats paint after Primer & putty coating. Outer

1 [illegible] 16-5-14
2 Aram Kumar 16-5-14
3 Amanwar Kumar 16.5.14
4 Matuk Nath Choudhary 16-5-14
5 Shashi Bhushan Choudhary 16-5-14
6 [illegible] 16/05/14

16/05/14

area surfaces of the building to be painted with First quality weather coat paint after wall putty Surface. All Paint materials to be used of First quality Paint of Asian/Nerolac/ Berger Paint Co.

(12) FINISHING :

After plastering the all inner & outer walls & Ceilings with standard Sand / Cement ratio, all surfaces to be finished with JK / Birla wall putty. **Ceilings of rooms will be designed by Cornises & Rings.**

(13) LIFT :

As per need of the Building 2 lift facility to be provided Of OTIS / Kone / Jonshon co.

(14) GENERATOR:

Generator facility of adequate capacity (at least of 1.5kw Per flat) of Kirloskar Green/Greaves co.

(15) SECURITY:

Intercom & CCTV facility is to be provided for security.

(16) COMPOUND :

All open & parking areas is to be finished with flooring of Checkers tiles & Pavers.

- ***Land owners will have full right to change the material if not found satisfactory according to the specification mentioned above.***

In witness where of the parties to this deed have signed on this day, month and year written above.

NAME OF WITNESS:-

1. Shailendra Kumar
S/o Sri Lal Deo Ray
R/o Ram Nagar
Bangali Tola
Patna.

उर्मिला उर्मिला देवी
1. (Urmila Devi) 16-5-14

Arun Kumar
2. (Arun Kumar) 16-5-14

Amrendra Kumar 16.5.14
3. (Amrendra Kumar)

Matuk Nath Choudhary
4. (Prof. Matuk Nath Choudhary) 16-5-14

2.
Ravi Shankar
S/o Balmiki Prasad
Suryanchal
Road No 6B
Rajendra
Nagar
Patna 16

Shashi Bhushan Choudhar
5. (Prof. Shashi Bhushan Choudhary) 16-5-14

सही सूर्यमणी देवी
वार रवि शंकर 16/5/14
6. (Surya Mani Devi)

SIGNATURE OF OWNERS

16/05/14
Arun Kumar Singh.

SIGNATURE OF DEVELOPER

Drafted as per instructions of the parties.

Jay Anand 40/2007
Chamber of 16/05/2014 Advocate

Printed By:-

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

(Dr. ANIL KUMAR SINHA, "UDDYOGI"
Advocate,
'Chamber', Collectorate Bar Association
Patna

सभी प्रकार के रोक से मुक्त पाया
प्रभारी लिपिक 16/5/014

बैंक स्क्रौल से चालान मिलाया
एवं सत्यापित किया।
प्रभारी लिपिक 16/5/014

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. 902100/-	Amt.Paid By N.J Stamp Paper	Rs. 0/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 928925/-

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	5000	K1c	0	Mb	25
A10	0	E	20000	J1	0	K2	0	Na	0
B	0	H1a	0	J2	0	Li	0		
								TOTAL-	25025

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 25825

LLR + Proc Fee		Service Charge
LLR	0	800
Proc.Fee	0	
Total	0	

Date: 16/05/2014

Registering Officer
Patna

Endorsement under section 52

Presented for registration at Registration Office, Patna on Friday, 16th May 2014 by Urmila Devi W/O Late Bhawnath Sharma by profession House Wife. Status - Executant

16/5/14

Signature/L.T.I. of Presentant **Date:16/05/2014**

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Shailendra Kumar' age '28' Sex 'M', 'Laldeo Prasad', resident of 'Ram Nagar,bangali Tola,patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 16/05/2014

Registering Officer
Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 132 on pages on 28 -58 , for the year 2014 and stored in CD volume No. CD-20 year 2014 .The document no. is printed on the Front Page of the document.

Date : 16/05/2014

Registering Officer
Patna

Token No. : 6415 **Year : 2014** **S.No. : 6281** **SCORE Ver.3.0** **Deed No . : 5622**

जमा पर्ची/Pay-in-slip नकद/अंतरण/CASH/TRANSFER

भारतीय स्टेट बैंक
State Bank of India
शाखा/Branch Patna

दिनांक/Date 07-12-2014

खाते का प्रकार : बचत बैंक/चालू खाता/ओवरड्राफ्ट जमा/कैश क्रेडिट खाता/सावधि ऋण खाता सं०/ Type of Account : SB / CA / RD / CC / DL / TL / A/c No.

1	1	0	5	9	4	5	6	4	2		

के बैंक खाते में जमा करने हेतु / For the credit of the Bank Account of Patna Circle

नकद/चेकों के विवरण पर्ची की दूसरी ओर/ Details of Cash / Cheque overleaf	राशि/Amount रु०/Rs.	पै०/P.
खाते में नकद जमा/Cash Deposit in the Account	800	00
नकदी रोकड़ प्रभार/Cash handling charges	1	
कुल जमा/Total Deposit	800	00
रुपये (शब्दों में)/Rupees (in words) Eight Hundred Only		

कार्यालय उपयोग हेतु/FOR OFFICE USE

(एस.डब्लू.ओ./SWO)	रोकड़ अधिकारी/पासकर्ता अधिकारी/ Cash Officer/Passing Officer

Code No. 596 / 2005964 / 15 Lacs / Roy

रु. .....) मात्र !

हार सरकार
धन विभाग

गैर मानक

के लिए जमा किए जाने वाले स्टाम्प शुल्क / निबंधन शुल्क
के निबंधन शुल्क के भुगतान के लिए बैंक चालान

yap Green Homes Pvt. Ltd., office at- Shailja Tower,
arbagh Main Road, Patna

lopment Agreement

निबंधन कार्यालय, पटना

य स्टेट बैंक, मुख्य शाखा,पटना

:

	भुगतान का मद एवं शीर्ष	रकम
	स्टाम्प एवं पंजीकरण-उप-मुख्य शीर्ष 02 - स्टाम्प गैर न्यायिक टाम्प शुल्क लगाना - उप शीर्ष 0001 सकल प्राप्तिया प्राथमिक इकाई 75 49 सकल प्राप्तिया विपत्र कोड - **R0030021030001** 246	902100
(ख)	निबंधन शुल्क-मुख्य शीर्ष - 0030- स्टाम्प एवं पंजीकरण शुल्क उप मुख्य शीर्ष 03 पंजीकरण शुल्क, लघु शीर्ष-104- दस्तावेजों का पंजीकरण शुल्क- उपशीर्ष- 0001, प्राथमिक इकाई 75 49 सकल प्राप्तिया विपत्र कोड - **R003001040001** 247	20000 1000 5000 25 26025
(ग)	भूस्वामी शुल्क-मुख्य शीर्ष-0029- भू राजस्व लघु शीर्ष-800 अन्य प्राप्तिया- उपशीर्ष-0006-अन्य मद-प्राथमिक इकाई -75 49 भूमि निबंधन शुल्क से आय विपत्र कोड - **R0029008000006**	0
	भुगतान का माध्यम: नगद/ चेक*/ड्राफ्ट* कुल राशि शब्दों में कुल योग	928125

स्थान Patna
तारीख 15-12-14

*चेक/ ड्राफ्ट का विवरण पीठ पर अंकित पर कर दें।
*चेक/ ड्राफ्ट की राशि अन्तरित होने के पश्चात् ही मान्य होगी

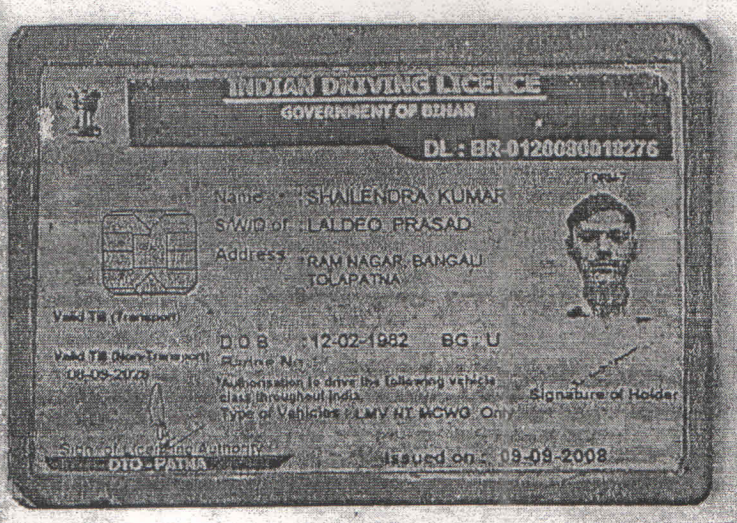
R. Kumar
जमाकर्ता का नाम एवं हस्ताक्षर

FOR USE OF THE BANK

स्क्रॉल नं. ----------तारीख ---------- उपर्युक्त कालम संख्या - 05 में दिए गये विवरण के अनुसार रु0 ----------/ शब्दों में ----------रुपये प्राप्त किया।

प्राधिकृत पदाधिकारी का हस्ताक्षर एवं मुहर

15 DEC 2014



INDIAN DRIVING LICENCE

GOVERNMENT OF BIHAR

DL : BR-0120080018276

Name : SHAILENDRA KUMAR

S/W/D of : LALDEO PRASAD

Address : RAM NAGAR, BANGALI TOLAPATNA

D.O.B : 12-02-1982 BG : U

Authorisation to drive the following vehicle class throughout India.

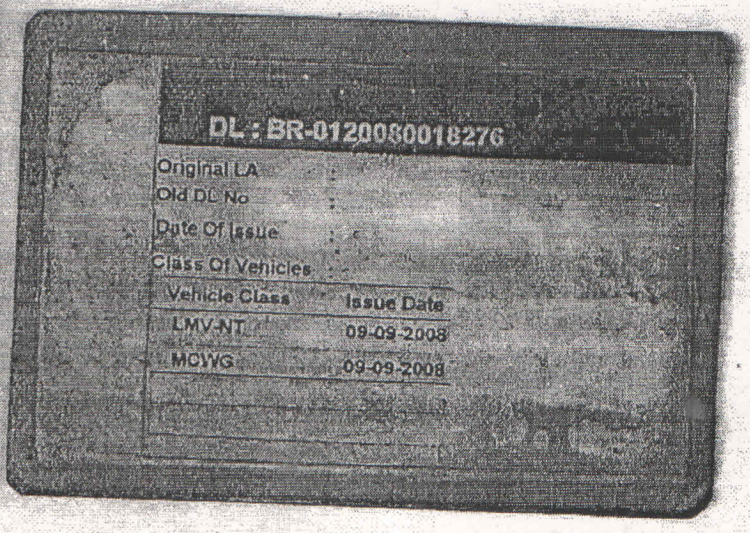
Type of Vehicles : LMV NT, MCWG Only

Signature of Holder

Signature & seal of the authority

DTO - PATNA

Issued on : 09-09-2008



DL : BR-0120080018276

Original LA :

Old DL No :

Date Of Issue :

Class Of Vehicles :

Vehicle Class	Issue Date
LMV-NT	09-09-2008
MCWG	09-09-2008

Shailendra Kumar