



Subscribed under Act
 All duly stamped under
 the Indian Stamp Act
 1899 & also as amended
 by W Bengal Stamp
 Amendment Act 1964 & 1968
 Schedule 1A No. 22

Registrar U/S (2) of
 Assurances, Calcutta

8-10-87

Declarer ATRA RIR Prasad

1. Name of the Vendors :
1. Devendra Kumar Singh
 Son of Late Subedar Singh
 self and on behalf of
 his Minor sons
 namely Gautam Kumar Singh
 Anand Kumar Singh
 Asis Kumar Singh
 Pankaj Kumar Singh
 as their father and natural
 Gaudian resident of Mainpura
 P.S. Patliputra Patna.

11/5/17
 9/55
 10/25
 11/21
 12/60

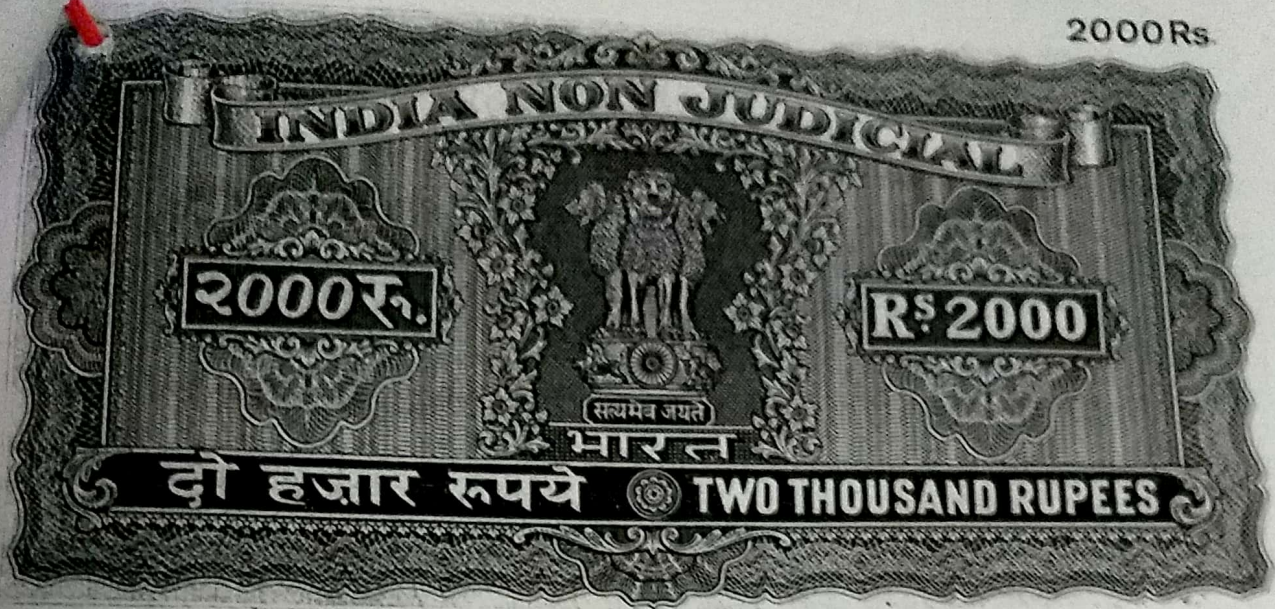
21/11/87

[Signature]

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For Director, Shantis Pvt. Ltd

2000Rs.

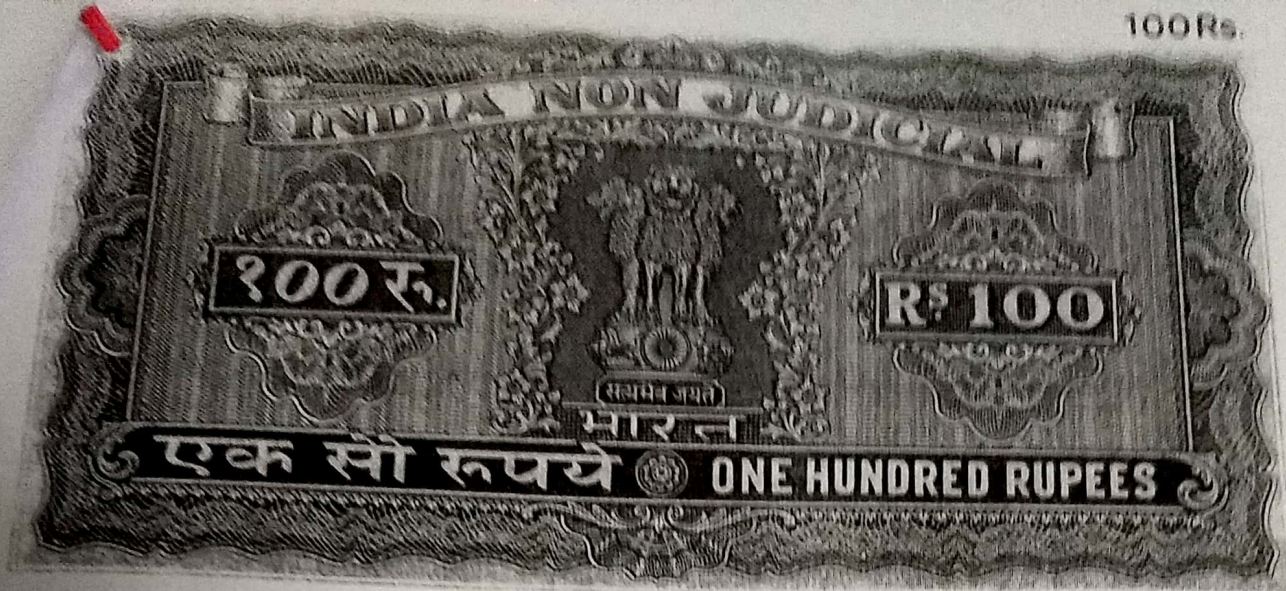


-2-

2. Name of the Vendee : Smt. Poonam Sinha
W/o. Sri Ashok Kumar
resident of Gokhul Path,
Patel Nagar, P.S. Shashtri
Nagar, Patna-23.
3. Nature of the Deed ; Absolute Sale Deed.
4. Consideration Amount : Rs. 48,000/- (Rupees forty eight
thousand) only.

२५/१०/८५-१७२

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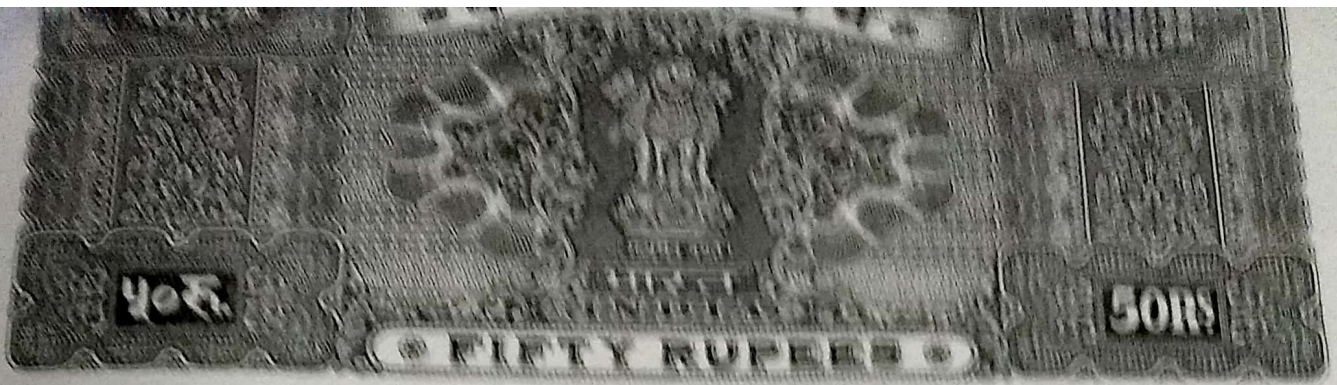
-3-

A residential house covering
an area of 4 Kathas vide Holding
No. PM Plot No. 1425, Khata
116
No. 413 Touzi No. 5174 Thana
No. 2, Circle No. 2489 situated
at Patelnagar, P.S. Shashtrinagar
Patna-23 with all its amenities
and structure attached with
this house. House Tax payable
to Patna Municipal Corporation
and other taxes payable to Bihar

2007-07-27

For: Structo-Aqua Consultants Pvt. Ltd.

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-/-

Govt. through Circle office
Sadar Patna Registry Office
Patna Sadar.

Bounded as follows :-

North : B.K. Singh

South : Sudhangshu Kumar Singh

East : Shailwala Sahakari Girih Nirman
Society Limited Patna.

West : $7\frac{1}{2}$ ' wide Rasta in which 3'-9"
will have to be left by the
vendor and 3'-9" will have to be
left by the purchaser from ~~Nir~~ her
purchase land.

29.7.14
S. K. Singh

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For Strata Consultants Pvt. Ltd.



WHEREAS this deed of Absolute sale is made this day ,
the 8th of October, 1987 between aforesaid Vendor
as fully described in Col. 1 of the Deed (which
expression unless repugnant to the context shall
into his heirs, executors, administrators and assignees
of the ONE PART. And the aforesaid Vendee as
fully described in Col. 2 of this Deed (which
expression unless repugnant to the context shall
include here heirs, executors, administrators and
assignees) of the OTHER PART.

For, StructoArch Consultants Pvt. Ltd

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Whereas the Vendor is in need of money for the various purposes and for the legal necessities of the children The Vendee having come to know of it approach the Vendor and after negotiation the matter for the sale of the aforesaid property has been finalised for a sum of Rs.48,000/- (Rupees forty eight thousand) only as agreed between the parties concern.

Whereas the aproperty hereby conveyed is ancestor property which after the partition among the family members the property show conveyed has exclusively been allotted to the aforesaid vendor and he is coming under its peaceful possession and peacefully comptent to sell it.

WHEREAS now this deed witnesseth that in pursuance of the agreement between the Vendor and the Vendee and in consideration of sum of Rs.48,000/- (Rupees fifty eight thousand) only the Vendor after fully understanding the contents of the deed being read over and explain in Hindi. Thus hereby convey, vend, sale and absolutely convey all his right title liberty of the claimand demand whastsoever in respect of the property as fully described in col.5 of the Deed in favour of the

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Whereas the Vendor has assured to Vendee ~~as~~ that the property so convey is free from defect in right & title of the vendor and is also free from all sort of charges mortgage and every sort of incumbrances, in case if the purchaser is the possessed from the property due to the defect in right & title of the vendor or anybody else legally claiming under him in such circumstances the purchaser will have the right to compensate all her loss from vendor's other properties for which the vendor or his heirs will have no objection.

Whereas this Deed further covenants the said purchaser from this day onward be the sold and exclusive owner and shall remain in exclusive possession of the property hereby convey without any hindrance from anybody claiming under the Vendor. Now the purchaser in in title to mutate her name arbitrates of the vendor hereever it is necessary for which the vendor of this hiers will have no objection.

Whereas the entire amount of Rs. 48,000/- (Rupees forty eight thousand) only has been received by the vendor by Bank draft No. 03454/AB 232796 dt. 3.10.87 through State Bank of India Rajbanshi Nagar Patna payable at the Branch of the said Bank Rajapur.

I set my hand on this Deed on the day 8th day of October, 1987 in presence of two witnesses h:-

Signature of the Vendor.

देवेंद्र कुमार सिंह शुद्ध बंगाली
मैत्र जाविक जीवक कुमारे आनन्द-
कुमारे अशीष कुमारे रजकुमारे
मिहपुर बंगाली भाषा
दि: ८-१०-८७

Witness :-

S/D Sathidhanand
Sgt
F. Maniapura
Bathol

1.

[Signature]

S/D Brajesh Kumar
Thakur
F. Dast Nagar
Bathol 23

2.

[Signature]

[Signature]

For. StructoArch Consultants Pvt. Ltd.

Managing Director.

Seal with
other manuscript
witness Rs. 2000/-
Dated 10.10.87
and witnessed by

गोपनीय प्रतिवेदन

नाम (भू-स्वामित्व प्रमाण-पत्र)

श्रीमती पुनम सिंह

ग्राम

जिला

पूनाम हिंसा
आवेदक का हस्ताक्षर

For Structural Consultants Pvt. Ltd.



कर्मचारी का प्रतिवेदन

अंचल पदाधिकारी का हस्ताक्षर

Sch. XIV.—F.No. 180 V.

रसीद मालगुजारी

नाम सर्कल। नाम मौजा मय

थाना वो थाना नम्बर

V

बि०स०मु०. पटना

फरद मालकी / फरद रैयती।
नाम रैयत मय वलियत जमाबन्दी
वो सकुनत। नम्बर

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अराजी नगदी 0683220

अराजी भावली

तफसील हिस्सा लगान भावली।

जोत का सालाना मांग मय तफसील (बकाया वो होकर) मौजूस सात को

मांग बाबत	सालाना	तीन वर्ष से ज्यादा।	उरा वर्ष।	दूसरा वर्ष।	तीन वर्ष।	हाल
माल- } (नकदी)	2.00					2.00
गुजारी } (भावली)	0.50					0.50
सेस	1.00					1.00
*सुद	1.00					1.00
मुतफरकात	0.40					0.40
मीजान	4.90					4.90

तफसील अदायकारी।

अदायकारी बाबत	तीन वर्ष से ज्यादा।	उरा वर्ष।	दूसरा वर्ष।	तीन वर्ष।	मोतालबा हाल	फाजिल
माल- } (नकदी)					2.00	
गुजारी } (भावली)					0.50	
सेस					1.00	
*सुद					1.00	
मुतफरकात					0.40	
मीजान अदायकारी					4.90	

(1) मीजान कुल (लफजों में) — 4.90

(2) नाप देहिन्दा —

(3) कुल बकाया —

दस्खत वो तारीख अमला तहसील मुजफ्फरपुर

* खास महाल का बकाया मालगुजारी पर (सेवाय ऐसे बकायों पर जिन पर कि सर्टिफिकेट जारी हो) सुद नहीं लिया
वि.स.मु. (राजसव) 1-2011

413 - 1425

11/2/16

For: StructoArch Consultants Pvt. Ltd

[Signature]

Govt. of Bihar
District Registry Office, Patna

This document was presented for registration on 22/11/2016 by Poonam Sinha stamp duty of Rs. 249640/- and other fees of Rs. 21000/- has been paid in it. The document was found admissible. The names, photographs and fingerprints and signatures of the executants, and their identifier, who have admitted execution before me are affixed on the reverse page. The document has been registered as deed no. 11916 in Book No. 14 Volume No. 282 on pages from 76 to 99 and has been preserved in this 24 pages in C.O. No. 43 / Year 2016.

Date: 22/11/2016

Token No. 12808/2016

Signature with Date
(Prashant Kumar)
Registering Officer, Patna

SCANNED BY

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this 22nd day of November 2016.

BETWEEN

Smt. Poonam Sinha, W/o Sri Ashok Kumar, resident of Gokul Path, Patel Nagar, P.O. and P.S. Shastri Nagar. District - Patna. hereinafter called and / or referred to as 'THE LAND OWNER' (which expression shall unless it be repugnant to the context or meaning thereto, mean and include her heirs, administrators, Executors, legal representatives and / or Successors in interest) of THE FIRST PART.

Token Number 13899

PreType Name

claimant Rajiv Sharan (M.D)

Sig.

[Signature]



Presented Poonam Sinha

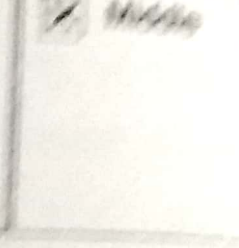
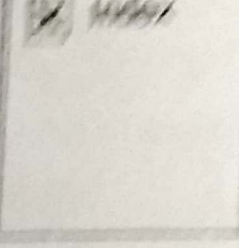
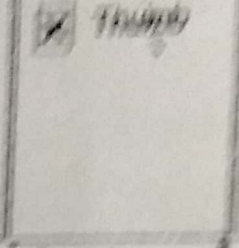
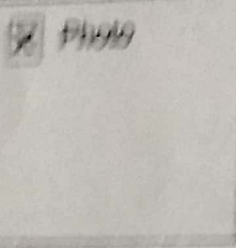
By



Sig.

Poonam Sinha
22-11-2016

Executant Poonam Sinha



Sig.

Poonam Sinha
22-11-2016

Identified Sushil Kumar

By *Sushil Kumar*

Sig.

22-11-2016



ORE Ver.4.1

by IL&FS Technologies Ltd.

Biometric Captur



AND

StructoArch CONSULTANTS PRIVATE LIMITED, a company incorporated under the companies Act, 1956 vide its Regn. No. U74210BR2002PTC9897., having its registered Office at SHARANAM Gokul path, west Patel nagar, Patna - 800023, through its Managing Director, Mr. Rajiv Sharan, son of Sri Balwant Sharan, resident of "Sharanam" Gokul path west Patel Nagar, P.S. Shastri nagar, District Patna-23, hereinafter referred to as **"THE DEVELOPER/ BUILDER"** (which expression shall unless it be repugnant to the context or meaning thereto mean and includes its Administrators, legal representatives, assigns and /or successors in office) of the
SECOND PART.

WHEREAS

- (A) The property more fully described in the Schedule of land/ property hereunder written has purchased by the above said land owner through registered deed of absolute sale bearing sale deed No. 10148 for the year 1987 registered at Calcutta on 08/10/1987, entered into Book -1, Volume - 242, Pages - 229 - 235 executed by Sri Devendra Kumar Singh, Son of Late Subedar Singh, self and on behalf of his minor sons namely Gautam Kumar Singh, Anand Kumar Singh, Ashish Kumar Singh, Pankaj Kumar Singh as their father and natural guardians resident of Mainpura, P.S. Patliputra, District Patna in favour of Smt. Poonam Sinha (The land owner) And since the date of purchase the land owner above named have all the right, title and interest in the property and she is coming in peaceful possession and enjoyment of the property more fully described in the Schedule of land/ property. The land owner Smt. Poonam Sinha has also mutated her name in respect of the said property and paying land revenue to the Govt. of Bihar through Circle Officer, Patna Sadar under Jamabandi No. 7456 as such the rent receipt has been issued in her name. And thus Smt. Poonam Sinha being the land owner owned and possessed the property more fully described in the Schedule of land/ property and also entitled to manage, supervise and dispose the same. The owners are seized and possessed of and are owner of or otherwise were and are sufficiently entitled to free hold the land measuring area 3.631 Katha more or less situated at Mauza Mainpura, Mohalla Patel Nagar, Survey Thana Phulwari, present P.S. Shastri Nagar, District Patna bearing part of Survey Plot No.- 1425,

Khata No.- 413, Tauzi No. -5174, Thana No. - 2, under Patna Municipal Corporation Ward No. 4, more particularly described in the schedule of land / property here under written (hereinafter for brevity's sake, referred to as the said property).

(B) It is further represented and declared by the Owners

- (i) That the said property is under their exclusive possession with absolute right, title and interest free from all encumbrances, to transfer and convey the whole or part of the said land, having a fully marketable title thereby.
- (ii) That the Owners have not created any encumbrance on the said property, or any part thereof by way sale, mortgage, exchange, lease, trust, easement, rights, gifts, liens, leave and licence, permission rent, possession, charges, inheritance or any other encumbrances whatsoever.
- (iii) That no notice or notification for acquisition/ requisition under any of the statutes of the past or presently have been received, served or passes by the PRDA, PMC, Income Tax Department or any other government authorities, for acquisition or requisition of the said property or any part thereof.
- (iv) That there are no attachments, either before or after judgment and there are no claims, demands, suits, decrees, injunctions, orders, lispens notices, petitions or adjudication orders affecting the said property or any part thereof.
- (v) That apart from the aforesaid Owners none else is entitle to any share, right, title, and interest, over and in respect of the said property or any part thereof as a partner or partnership or co-partner in any joint family or in any other manner howsoever.
- (vi) That the owners are not Benamidars or trustees for anyone in respect of the said property or any part thereof.
- (vii) That the owners have not entered in the past in any agreement for sale or development of the said property or any part thereof not have made any arrangement with anyone whatsoever in respect of the said property or any part thereof.

- (viii) The land Owner hereby undertake and declare that incase any claim is made in respect to said property by their legal heir and such claim is proved in a court of Law, regarding their share or interest in the said property the same would be confined to share of land Owners only, and not to share of the developer in any manner what so ever and as such share of the developer as agreed and fixed here in this deed shall remain intact despite such claim.
- (C) The owners are interested in getting a multi-storeyed (G+3) residential building complex developed and constructed on the said property as permissible and to acquire built-up area in the same in the shape of residential flats, parking space etc. as consideration for the value of the said property when conveyed by the owners to the Developer.
- (D) That the aforesaid Developer, offered to develop and construct at its own cost, a multi - storeyed residential building complex on the said property of the Owners (hereinafter referred to as the said building) on the conditions so that ultimately the constructed space shall be shared by the owner and the Developer in the manner hereafter appearing.
- (E) As a result of the negotiations between the parties hereto and on the representations and declarations made by the owners as herein recorded, an Agreement for Development of the said property by the aforesaid Developer have been arrived at between the said owners and the Developer hereto upon terms and conditions hereinafter appearing.

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

- (1) In this agreement, the term "EFFECTIVE DATE" shall mean the date on which the building plans for construction on the said land are passed by the concerned PRDA/ PMC, plan sanctioning authority/ date on which the physical possession of the vacant land is handed over to the developer by the owners or date of registry of this Agreement, which ever is later.
- (2) The aforesaid owners hereby appoint the aforesaid Developer as the Developer of the said property and from the Effective date agree to grant to the Developer who

For, Structural Consultants Pvt. Ltd

hereby agrees to develop the said property fully described in the schedule hereunder written in the manner and on the terms and conditions and stipulations hereinafter mentioned.

- (3) The Developer shall construct a multi storied residential building on the said property of the owners on the basis of plans as approved by PRDA/ PMC in terms of the prevailing Patna Planning Standards & Building Bye - Laws, 1981 as amended from time to time and it is on that basis this agreement is being entered into by and between the parties.
- (3.1) The built-up area does not include saleable parking spaces whether open or covered which will be shared by the owners and the Developer in the same proportion as mentioned hereunder.
- (3.2) That the Developer shall construct the building complex as per its Standard Specification annexed herewith and which forms part of this Development Agreement at its own cost and responsibility. However, the Developer agrees to construct G+3 building with Ten (10) No. of flats, out of which three units of 3-BHK at first floor, second floor and third floor each and one unit of 1-BHK at ground floor. Each flat is as per specification annexed herewith as Annexure - I.
- (3.3) Any extra work or deviation from specifications attached herewith and/or alterations will have to be paid by the owners to the Developer on the same rates as may be fixed by the Developer for its own customers. All charges and deposits for electric meter connections, generator connection and maintenance deposit will be paid by the owners as may be decided mutually and mentioned in the supplementary agreement to be executed by and between the parties hereto.
- (4) Immediately after the execution of this Development Agreement the Developer shall at its own cost proceed expeditiously with preparation of the plans and drawings for the said building.
- (4.1) The Developer has obtained consent / approval in the writing from the owners for the plans of the said Building for submitting the same for sanction to the PRDA/ PMC and/or any other Local Authorities.

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(4.2) The Owners hereby agreed for the submission of the building plans to the PRDA /or Local authority in the names of the owners and also agree for obtaining any other permissions, approvals in their names and agree to sign all such papers that may be deemed necessary by the Developer for such purposes. However, all fees, costs, charges, and expenses relating to such approvals / sanction, shall be borne by the Developer.

(4.3) The Developer shall in consultation with the owners be entitled to make all necessary corrections, alterations, and revisions in the aforesaid plans which may be required by the Patna Regional Development Authority or PMC for approval of the said building plans. However, no extra construction shall be made upon the aforesaid land without prior approval of the owners and PRDA/ PMC.

(5) At all times, all constructed space on the said land / property shall equally belong to the owners and the Developer in the following ratio :

Owners :

(a) Residential Space – 50% (fifty percent) of the total No. of ten (10) flats, the details are as follows:-

(1) Three units of three BHK flat at second floor.

(2) One unit of three BHK flat at first floor, i.e. from northern side.

(3) One unit of three BHK flat, after paying the value of the Proportionate super built up area = 595.0 Sft, (Five hundred ninety five square feet) of the 3-BHK, south – east flat at the first floor to the Developer i.e. minimum of Rs. 3500/- per sft. Or based on market rate.

(4) One BHK flat, after paying the value of the proportionate super built up area = 343.2 Sft, (Three hundred forty three point two square feet) of the 1 – BHK, northern side flat at the Ground floor to the Developer i.e. minimum of Rs. 3500/- per sft. Or based on market rate.

(b) Car parking Space – 50% (fifty percent) of the total No. of nine (9) parking slots, at Ground Floor, the details are as follows:-

Parking Slots No. are - 01, 03, 05, 07

For. Structural Consultants Pvt. Ltd

Developers:

(a) Residential Space – 50% (fifty percent) of the total No. of ten (10) flats, the details are as follows:-

- (1) Three units of three BHK flat at third floor.
- (2) One unit of three BHK flat at first floor, i.e. from south - west side.
- (3) One unit of three BHK flat, after paying the value of the Proportionate super built up area = 585.0 Sft, (Five hundred eighty five square feet) of the 3-BHK, south – east flat at the first floor to the Owner i.e. minimum of Rs. 3500/- per sft. Or based on market rate.
- (4) One BHK flat, after paying the value of the proportionate super built up area = 343.2 Sft, (Three hundred forty three point two square feet) of the 1-BHK, northern side flat at the Ground floor to the Owner i.e. minimum of Rs. 3500/- per sft. Or based on market rate.

(b) Car parking Space – 50% (fifty percent) of the total No. of nine (9) parking slots, at Ground Floor, the details are as follows:-

Parking Slots No. are - 02, 04, 06, 08

Note: - For Owner and Developer

Parking Slot No. 09 is reserved for South – West flat at first floor. And Slot for two wheeler parking is reserved for northern side of one BHK flat at Ground floor, referred as per clause No. 5.

The Owner and Developer will have the same proportionate undivided right, title, interest and share in the said land or constructed Building.

- (6) As consideration for 50% (fifty percent) of the undivided right, title, interest and share in the said land that will vest in the developer, the Developer agrees to construct for the owners as mentioned in the preceeding clause 5 above 50% (fifty percent) of the total built-up area of the said building to be constructed by the Developer at its own cost on the said land, hereinafter called the "Owners

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Struct Arch Consultants Pvt. Ltd
Managing Director

Area". The Developer's allocation of 50% of the built-up area is hereafter called the "Developer's Area".

- (6.1) At the time of approval by the owners of the aforesaid building plans, as aforesaid or after sanction of building plans by PRDA/ PMC the owners area and the developers area in the said building to be constructed on the said land shall be clearly demarcated by a separate agreement or share distribution.
- (6.2) The owners and their nominees shall solely and exclusively be entitled to and shall have absolute, right, title, and interest over the owners area and shall be fully entitled to use and enjoy the same either themselves, individually or collectively or shall be fully entitled to transfer, convey grant, otherwise alienate their interest, in any manner as deemed fit by them to any persons, Association of persons, firms, Body Corporate, Co-operative Societies, Government agencies etc. on such terms and conditions as may be decided by the owners individually or collectively.
- (6.3) The Developer and/or its nominees shall solely and exclusively be entitled to the developer's area, and they shall have absolute right, title and interest over the developer's area and they shall be fully entitled to transfer, convey, grant, otherwise alienate their interest, in any manner as deemed fit by them to any persons, Association of persons, firms, Body Corporate, Co-operative Societies, Government agencies etc. on such terms and conditions as may be decided by the Developer and or its nominee/s individually or collectively.
- (7) The developer agrees to construct, and give possession of the owners area to the owners within a period of Three (3) years from the effective date with a further grace period of 6 (six) months. All the liabilities at the time of construction will be with the Developer except for natural calamity. Insurance coverage will be taken to make loss of natural calamity. If any, during the course of construction/ completion of the building. If there is any further delay, beyond the aforesaid total period of 3½ (three and half) year i.e. 42 (Forty two) months from the effective date in giving delivery of possession of the owner's area, then the Developer shall pay to the owner compensation at the rate of Rs. 25000/- (Twenty five thousand) only per month. It is further agreed that if the construction of the

said building is not completed during the period of six months from the time, the Developer starts paying Rs50000/- (Fifty thousand) only per month till further a period of six months after that, this Agreement shall be null & void and the owners shall have the right to take possession of entire land along with the construction made there on till that day and shall be entitled to re-enter another agreement with the Developer of own choice for the property.

- (8). (a) It is hereby expressly, irrevocably and irretrievably agreed and declared by the owners that construction of and delivery of possession of owners area in the said building in the manner provided herein above shall form and always be deemed to form fair reasonable and adequate consideration of 50% (fifty percent) undivided right, title interest and share in the aforesaid land agreed to be conveyed as mentioned herein above by the owners to the Developers and / or its nominees.

(b) It is further agreed by the Developer that :

- (i) The Developer shall carry out construction of the Developer's Area & Owners' area at the same time with a view to finish both simultaneously.
- (ii) The Developer shall not be entitled directly and indirectly to part with possession of the Developers Area or any part thereof till the construction of owners area has been completed, finished and capable to occupy and owners having granted possession thoroughly. However, the Developer can part with their share subject to the same area being handed over to the owners.
- (iii) In case of any fine or penalty on deviation in construction beyond the sanctioned plan of PRDA/ PMC, the same shall be paid by the Developer alone.
- (iv) As soon as the plan is duly sanctioned/ approved by P.R.D.A/ PMC the parties shall execute a separate Agreement for allotment / division of the area of flats, and car parking clearly demarcating the owners share and the Developers share of the built-up area in the said building.

Shree
28/11/2016

Poonam kishor

(v) it is hereby agreed that the owners will get 4 (Four) No. of flats which is consisting of 3 (three) bed room units of the building, and the amount mentioned in clause No. 5 for flat at first floor and ground floor. In case of any extra area taken by the owners or developers, shall pay at the market price.

- (9) The owners shall at no time demand any further sum of premium in any form or Any interest in any dealing regarding sale of Developer's area and the owners will executed all such deeds and documents as may be required by the Developer in this regard.
- (9.1) This agreement shall not ever be deemed to constitute a partnership of any sort between the parties hereto.
- (9.2) The owners and their nominees and the Developer and its nominees shall jointly have undivided right, title, interest and share in the said land in respect of their respective shares as mentioned in the proceeding clause 5 above after delivery of owner's area to the owners.
- (10) From the "Effective date" the owners hereby agree to grant exclusive right and licence to the developer to take up and proceed with the Development, planning and construction of the said building in terms of this agreement and allow the developer to remain in possession of the said property more fully described in the schedule hereunder written only for the purpose of fulfilling the terms of this agreement. This right and licence/ agreed to be granted to the Developer by the owners shall be a licence as contemplated in section 60 (B) of the Indian Easement Act, 1982.
- (10.1) It is agreed that any agreement or arrangement made or entered into at any time by the owners in breach of or violation of terms and conditions of this Development Agreement shall be null and void.
- (10.2) The owners hereby irrevocably undertake not to sell, dispose off, alienate, charge, encumber, lease or otherwise, transfer the said Land / property or any part thereof during the currency of this agreement and undertakes not to do any

acts, deeds, matters, or things, as shall be in breach of the terms of this agreement.

- (10.3) The Developer shall develop the said property in its own name and account and at its own cost and shall alone be responsible for the Development of the said property and neither the owners nor any persons claiming through the owners shall have any right or interest in the development of the said property except in relation to the owners' area. However, the name of the complex shall be "PAHAL RESIDENCY"
- (10.4) From and after the "Effective date" the developer shall be deemed to be in possession of the said property specifically to do all acts, deeds and things required for development, and construction of the said building at the Developer's own cost and expenses.
- (10.5) The Developer shall be entitled to develop the said property by constructing thereon building/s consisting of flats and parking spaces and other structures in terms of the building plans approved by the owners or Developer and sanctioned by PRDA/ PMC or approved authority as-stated herein above.
- (10.6) The Developer shall be entitled to enter into agreements for sale, or otherwise Allot tenements as comprised in the Developer's Area in the said building which is 50% of the total built-up area and which does not form part of the owner's area. Whenever required by the Developer, the Owners, will join as a confirming party in all such agreements sale deeds, deeds of allotment etc., that the Developer may enter into. The developer shall fully and exclusively be entitled to realize all amounts receivable under such agreement/s sale deeds, deeds of allotment etc. for development and construction of the said building and for its own use.
- (10.7) After delivery of possession of the owner's area to the owners by the Developer in terms of this Development Agreement, the owners shall be fully entitled to enter into agreements for sale or otherwise allot tenements as comprised in the owner's area in the said building which is of the total built-up area and which

For Structural Consultants Pvt. Ltd.

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operate with developer in such examination of the owners title and to answer and/or comply with all reasonable requisitions that may be made by the developer and/or its Advocate in this regard.

- (12.1) In case there be any defect in the title of the owners or there be any liability or any encumbrances then in such event, the Developers shall be entitled to have such defects cured and/or liability cleared for and on behalf of the owners at owner's cost and expenses.
- (12.2) In any event the owners without prejudice to the foregoing declarations agree and undertake to remove all the obstacles and clear all outstandings, doubts, or defects, save as hereinabove provided at their own cost so as to ultimately vest the said Developer's area in the Developer or its nominees free from all encumbrances and defects.
- (12.3) All outgoings municipal taxes and other charges in respect of the said land thereon shall be borne and paid by the owners till the date of handing over of vacant possession of the land to the developer and thereafter the same shall be borne and paid by the developer till delivery of possession of the owner's area to the owners.
- (12.4) After delivery of the owner's area to the owners all out goings in respect of the said property and the said building thereon which is not connected or related to or arising out of the construction shall be borne and paid by the owners and the developer and/or their respective nominees proportionately in the proportion of their respective shares in the total built-up area (the word proportionately with all its cognate variations whenever used in these presents shall mean the proportions of the building are entitled to the covered areas in the buildings).
- (13) Upon delivery of possession of the owners area to the owners by the Developer and subject to the other terms and conditions contained herein before or at such earlier time as may be mutually agreed upon, the owners shall execute an register conveyance of 50% (fifty percent) undivided right, title, interest and its nominees/assign

including individuals, Co-operative Housing Society or Association of persons or Body Corporate etc. In default of the owners in executing such transfer/conveyance or such other deeds as may be deemed necessary by the Developer, in spite of service of notice in writing of 15 days the Developer shall be entitled to take all steps as may be necessary for execution and registration of all such documents of transfer/ conveyance.

For this purpose the owners hereby nominate and appoint two nominees of the developers, who may be nominated from time to time by the developer for the said purpose as their true and lawful Attorney to act jointly and severally, to apply for and obtain income tax clearance certificate, Urban land Clearance and all other permissions and approvals as may be necessary for and on behalf of and in the names of the owners and also to execute, present and admit execution of the said documents of transfer/conveyance before the Registration authority and to do all acts, deeds as may be deemed necessary by the Developer in this regard for granting such documents of title to the Developer and/ or its nominees and have agreed to execute a General power of Attorney in this regard within of the date of this development agreement .

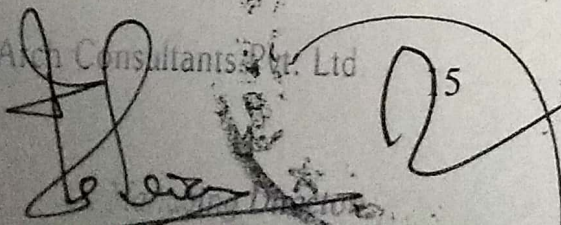
- (14) The developer and the Owner may form, as it deems expedient, Association of the persons/ Body Corporate, of all the persons owning tenements, in the said building. The owners and their nominees shall also be bound to become members of such an organization formed by the Developer and the owners, their nominees, respective agents, servants license, tenants, etc. shall be bound to abide by the rules and regulations as be framed by such organization from time to time and they shall be bound to contribute towards the cost of formation of such organization as well as to pay the regular maintenance charges as be fixed for the maintenance and management of the entire building complex.

- (14.1) The nominees of the developer shall own and hold portions of the building comprised in the developer's area according to the standard agreement finalized by the developer. The owners and their nominees shall be bound to hold and own portion of the owners area in the said building on the same terms and conditions as be contained in the aforesaid standard agreement and to execute similar agreement.

Poonam Binka
22/11/2016

- (14.2) The common areas shall jointly be owned by all the owners of all the portions of the said building with equal co-extensive entitlement to use all common areas and facilities intended for utilization by the occupants of the said building on the same terms and conditions applicable to all for such utilization. No owner's assignee or purchaser of any part of the said building will have any exclusive right, title and interest over the common facilities except the right of common use.
- (15) Both the owners and the developer will jointly be entitled to all permissible future vertical, and/or horizontal development/ exploitation of the said property and the said building thereon, and the construction, sharing, owning and selling of all such additional built-up area will be done in the same proportions and on the same terms as contained in this agreement.
- (16) The owners agree that if any levy charges, taxes etc. is imposed by the PRDA/ PMC or any other Public body or bodies or the Government for the development/betterment of the area in which the said property is located or any other levy becomes applicable on the said property, then the same shall be paid by the developer and the owners in proportion of their respective share in the said building.
- (17) The Developer hereby agreed to repair the defects if any in the owners area till one years for the cause of technical fault, and cause of fitting and fixture, from the date of delivery of possession of Owners Area.
- (18) It is agreed that in all transfers/ conveyance of land and/or built-up area, the purchaser(s) /Transferee(s) shall bear the cost of stamp duty, Court Fee and all other Registration charges.
- (19) This agreement shall automatically stand terminated if the "Effective date" is not reached within from the date of this Agreement and shall be terminable at the option of the owners after the effective date, if:
- (i) The owners are served with any order of demolition or ceiling of the said property or any construction thereof and /or

For, StructoArch Consultants Pvt. Ltd





Pooram binha

- (ii) If the project is abandoned by the developer or no progress is made for continuous period of 6 (six) months from the "Effective date". Upon termination as aforesaid the owners shall be entitled to reenter the said property.
- (20) That in case of any disputes or differences arising out of or relating to this Development Agreement and construction of the said building on the said landed property, the same shall be settled by the reference of the Arbitrator/s appointed by the parties hereto and such Arbitration of the Indian Arbitration shall be conducted under the provisions of the Indian Arbitration and Conciliation Act / Ordinances, 1996.

SCHEDULE OF PROPERTY/ LAND

ALL THAT piece and parcel of the residential vacant land measuring approximately 3.631-kathas, equivalent to 4941.8 sq.ft. or 11.346 decimal situated at Mauza - Mainpura, Survey thana - Phulwari, P.S.- Shastri nagar, Mohalla- Patel nagar, (Thana code-068) in the town and district of Patna bearing part of Survey Plot no.- 1425, Khata no.-413, Tauzi no.- 5174. Thana No.- 2 within the limits of PRDA and PMC (Ward No.- 4) and within the jurisdiction or Distt.Sub-Registrar of Patna and bounded as follows :

NORTH : B.K.Singh

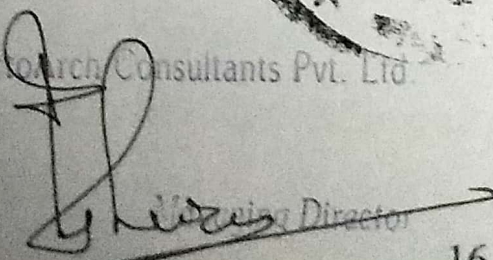
SOUTH : Sri Shudhanshu Kumar Singh

EAST : Shailwala Sahakari Girih Nirman Society Limited Patna

WEST : 20'-0" wide branch road

For the purpose of Registration and its taxes as stamp duty, Registration fee the said property valued at Rs. 1,24.82,000/- (One crore twenty four lakh eighty two thousand) only.

For. Structural Consultants Pvt. Ltd.


Director

does not form part of the Developer's Area. Whenever required by the owners, the Developer will join as confirming party in all such agreements. Sale deeds, deeds of allotment etc. that the owners may enter into and the owners shall fully and exclusively be entitled to realize all amount receivable under such agreements, sale deeds, deeds of allotment etc. for their own use.

(11) **The Developer further undertakes:**

- (11.1) That it will not do any act of omission, or commission expressly or impliedly directly or indirectly by which the owner's right, title and interest over the said Land may in any manner be adversely affected until the developer has given delivery of possession of the owner's area to owners.
- (11.2) To indemnify the owners and always keep them indemnified and harmless in respect of all claims, damages, compensations or expenses payable in consequence of any injury or accident sustained by any workmen, artisan, or invitees or other persons on the said property whether in the employment of the developer or not while in or upon the said property during the period of constructions of the said building.
- (11.3) That the developer shall not create any charges or encumbrances over the said property without the written consent of the owners.
- (11.4) During the construction of the said building the Developer through the prospective purchasers of its share of built-up area may be required to arrange for finance through bank or financial institution by pledging the said property for the completion of the construction of flat or flats to be purchased by the buyers. In such event the owners, if required shall join the Developer in such pledge or pledges on terms to be mutually agreed. However the developer affirms and undertakes that all moneys obtained as loan by pledging, hypothecating of the Said flat or creating charges on the said flat shall be invested for construction and development of the said building only.
- (12) The owners will show to the developer and / or its duly authorized Advocate all original title deeds, documents and papers relating to the said property for

For Sankar Associates Pvt. Ltd.
Managing Director

2. **BRICK WORK**

1st class bricks of reputed manufacturer with cement mortar as 1:5 in wall will be provided.

3. **PLASTER**

All ceiling plaster will be done in cement mortar as 1:4 and wall plaster will be done in 1:6 cement mortar.

4. **CEMENT**

Standard Branded 53 Grade Cement like- Lafarge, Acc, Ultra take.

5. **STONE CHIPS**

Sasaram or Kodarma range.

6. **BORING**

One 3" X 4" dia approx 350 rft deep tube well with gravel packing and sufficient capacity "Kirloskar" make submersible pump.

7. **LIFT**

One Kone/ Johnson or equivalent make or any other Standard Branded make lift of 6 passenger capacity will be provided for vertical movement (at extra cost).

8. **GENERATOR**

Mahindra /Kirloskar/ Jacson make Gen Set of sufficient capacity will be provided for lift, water pump and 500 watt emergency power supply to each flat (at extra cost).

9. **FIRE FIGHTING**

Fire Extinguisher, Fire hydrant, Fire alarm will be provided, if required.

10. **ELECTRICAL**

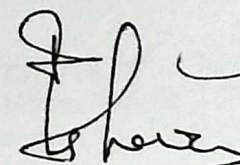
- A. PVC insulated copper wire -Finolex/ Havels/ Polycap/R R Kables & ISI Marked
- B. Electrical Switches - ANCHOR/ ISI Marked or any other Standard Brand ISI Marked.
- C. MCB - STANDARD MAKE Havels or ISI Marked.

18. CPVC pipes with Fittings – Supreme / Ashirwad.
19. Gate valve – Zoloto ISI
20. SWR Pipes – Supreme / Ashirwad
21. Water proofing compound – PIDI Proof of PIDILITE / Karishma of j.p. gold.
22. Internal area of wall and ceiling will be finish with Birla/ Jonson wall putty.
23. External painting will be of weather coat over one coat of Primer.
24. Door & Window will be painted with 2 (two) coats of synthetic enamel over a coat of primer
25. Well decorated reception counter will be provided on ground floor.
27. Intercom system to each flat from reception counter will be provided
28. Provision of hot & cold water system in each bathroom and kitchen.
29. Parking Tiles will be provided at Ground floor for drive way and car parking.

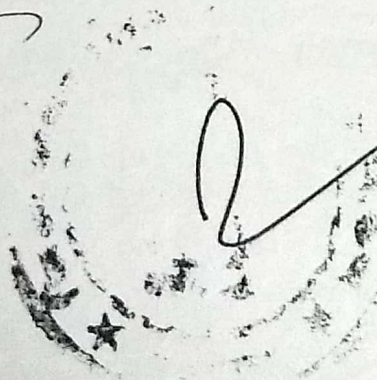
WITNESS

Poonam Sinha 22.11.2016
SIGNATURE OF THE OWNER

1. KUMAR GAURAV
Son of Ashok Kumar
GOKUL PATH, PATEL NAGAR
PATNA, BIHAR
22.11.2016


22/11/2016
SIGNATURE OF THE DEVELOPER

2. SHWETA
Daughter of Ashok Kumar
GOKUL PATH,
PATEL NAGAR
PATNA, BIHAR
22.11.2016



For, Sridhar Consultants Pvt.

Managing Director