



**INDIA NON JUDICIAL  
Government of Bihar  
e-Stamp**



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Certificate No.	: IN-BR02084752441924R
Certificate Issued Date	: 13-Mar-2019 03:29 PM
Account Reference	: SHCIL (F)/ brshci01/ PATNA BR-PAT
Unique Doc. Reference	: SUBIN-BRBRSHCIL0102340468953872R
Purchased by	: MS HONEST BUILDERS AND DEVELOPERS PVT LTD
Description of Document	: Not Applicable
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: Not Applicable
Second Party	: MS HONEST BUILDERS AND DEVELOPERS PVT LTD
Stamp Duty Paid By	: MS HONEST BUILDERS AND DEVELOPERS PVT LTD
Stamp Duty Paid (Rs.)	: 0 (Zero)
Reg. fee (Rs.)	: 0 (Zero)
LLR & P Fee (Rs.)	: 0 (Zero)
Miscellaneous Fee (Rs.)	: 0 (Zero)
Decorate SO (Rs.)	: 500 (Five Hundred only)
Total Amount (Rs.)	: 500 (Five Hundred only)

Serial No. 3125

Deed No. 3490



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

1. The document was presented for registration on **14/03/2019** by **Zahida Khatoon**.  
 A Stamp Duty of Rs. **261000/-** and other Fees of Rs. **21000/-** has been paid in it.  
 2. The document was found admissible. The Names, Photographs, Fingerprints and Signatures of the  
 Excitants and their Identifier, who have admitted execution before me, are affixed on the reverse page.  
 3. The document has been registered as Deed No. **3490** in Book No. **1**, Volume No. **80** on pages from **329**  
 to **349** and has been preserved in total **21** pages in C.D. No. **12** / Year **2019**

*Handwritten notes in Urdu:*  
 سند قابل قبول  
 14/3/19

Date: 02/04/2019

Token No: 3111 /2019



*Signature*  
 Signature with Date  
**(Satya Narayan Choudhary)**  
 Registering Officer, Patna

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**SCANNED BY**

Do not write or type below this line

For Honest Builders & Developer (P) Ltd.

*Signature*  
 M.D./Director

0011100785

भारतीय नैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000

INDIA

बिहार BIHAR

10786 20/11/18 1000

AC 270618

भारतीय नैर न्यायिक रुपय  
एक हजार रुपय  
रु. 1000

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सकल कार्य पूर्ण किया  
गया  
आपको दे दिया गया है।



For Honest Builders & Developer (P) Ltd.

*A. W. Choudhary*  
M.D./Director

Development agreement

Case No. 1113

Project No. 1113

Serial Number 1113

Name: Zahida Khatoon  
 Presently: Zahida Khatoon  
 14/3/19



Photo



Thumb



Index



Middle



Ring



Little

Name: Zahida Khatoon  
 Presently: Zahida Khatoon  
 14/3/19



Name: Zahida Khatoon  
 Presently: Zahida Khatoon  
 14/3/19

Name: Zahida Khatoon  
 Presently: Zahida Khatoon  
 14/3/19

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Case No. 1113



For Honest Builders & Developer (P) Ltd.

*Zahida Khatoon*  
 M.D./Director

12/3/19  
 17/3/19

1. NAME OF THE EXECUTANT (LAND OWNERS) :-

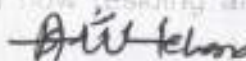
ZAHIDA KHATOON Age 74 years.Wife of Late Abdu  
Quidus Alam, Residence Mohalla Samanpura, Opposite  
"Danish Apartment" Post- B.V. College, P.s- Shastri Nagar  
and District Patna herein after called the land owner which  
expression shall unless repugnant to the context shall mean  
and include her heirs, successors, assigners of the First Part  
Mob - 9708036906

AND

2. NAME OF THE EXECUTEE (DEVELOPER)

M/s Honest Builders and Developers PVT. LTD.  
Firm/Company Reg. U4503BR2016PTC032205  
incorporated under the Company's Act, 1956 and having  
its registered office at Office at Plot- A/104, Infront Of  
Gulshan Plaza, Ali Nagar Colony, Post- Anisabad, P.s-  
Gardanibagh and District Patna through its managing  
Director as follows SHANE AHMAD KHAN Son of Anul  
Haque Khan, resident of Ali Nagar Colony P.O. Anisabad,  
F.S-Gardanibagh and District Patna-Nationality Indian.  
Hereinafter called the developer his office directors, promoters,  
legal representatives, assignees and interest of the second  
party mob- 9771535202.

WHERE AS, The property more fully described in schedule 1  
of this deed is the purchased property of the land owner Mrs.  
Zahida Khatoon, by virtue of absolute sale deed no- 12562 -  
Book No 1, Volume No- 654 Pages 64 to 82 on Dated  
08.11.2006 which was registered at Patna Registry Office  
purchased from DR. S.M. Mahmuddin Ashraf Son of Late S.M.  
Mohammad Ashraf R/o Chitkobra, P.s- Gardanibagh Post-  
Anisabad, District Patna and now residing at 453 Uppal  
For Honest Builders & Developer (P) Ltd.

  
M.D./Director



Berentwood Road, Gidea Park, Essex, RM26Jx England U.K  
self and Constituted attorney through Raffat Ashraf wife of  
C.M. Amriddar Ashraf R/o 453 Upper Berentwood Road  
Gidea Park, Essex, RM26Jx England U.K Vide its Power of  
Attorney on dated 12 January 2000 EAMY L Cook Notary  
Public State Of Argentina Maricopa Conty and Shahin Ashraf  
son Of Late Amin Ashraf 453 Upper Berentwood Road, Gidea  
Park, Essex, RM26Jx England U.K Vide Power on dated 20  
June 2006 Notary Public U.S.A and from the date of  
purchased the said land owner separately owned and  
possessed the same as absolute owner thereof

AND WHEREAS The Vendor filed an application before the  
Circle Officer Patna Sadar and District Patna to his metate  
name and after the passing by the circle Officer the revenue  
rent receipt issued in the name of the Vendor vide its  
**Jamabandi No-3606**

AND WHEREAS the land owner covenant that the  
aforesaid property is in her exclusive possession with absolute  
right title and interest and the same are free from all  
encumbrances debts lien charges and attachment and in  
marketable condition and have in good right full power and  
absolute authority and title to transfer the whole or part of the  
said properties owned and possessed the same as she came  
and remained in peaceful physical and exclusive possession  
over the same as absolute owner

It is further represented and declared by the land owner (first  
party) that the said properties are under their exclusive  
possession with absolute right, title and interest free from all

For Honest Builders & Developer (P) Ltd.

*M. D. J. Ghosh*  
M.D. Director

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encumbrances to transfer and convey the whole or part of the said property having a fully marketable title thereby.

2. That the First Party have not created any encumbrances on the said property or any part thereof by way of sale mortgage, exchange, lease, trust, assessment rights, gifts, liens, leave and license, permissive, possession, charges or any other encumbrance what so ever.

3. That no notice or notification for acquisition, requisition under any of the status of the past or presently in force has been received, served or given by the Government, Government Department or any other Government authorities for acquisition or requisition of the said property or any part thereof.

4. There is no judgment for attachment of any part and there is no claim, demand, suits, orders, injunctions, orders, leave pending, notice, petitions, orders, notice or any part thereof.

5. That apart from the First party, none else is entitled to or have any share, right, title or interest over and in respect of the said properties or any part thereof as partner in partnership or co-sharer or any joint family in any other manner howsoever.

6. That the first party is not benamidar or trustee in respect of the said properties described at first page and at schedule I of this deed or any part thereof. And whereas the First Party are interested in getting residential building, buildings developed and constructed on the said property.

7. The aforesaid Managing Director, developer (second party) offered to develop and construct at its own cost residential

Pat Homes Builders & Developer (P) Ltd.

*M. D. J. Director*  
M. D. Director

the developers for the same. However, all fees, costs, charges and expenses relating to such approval/sanctions shall be borne by the developer (2<sup>nd</sup> party)

4. That as consideration for the transfer of said land, the developer shall construct, complete and deliver free from all encumbrance to the First party or Land Owner 50% (Fifty Percent) of the total built up area including parking space of said building complexes/apartments

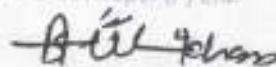
5. That as consideration of the cost of development and construction of the said building, the developer will get 50% (Fifty Percent) of the total built-up area including parking space

6. Common space will be used by Land owner (1<sup>st</sup> party) and developer (2<sup>nd</sup> party) jointly

7. That the developer shall construct the building complex in every respect with irrevocable conditions within 36 months or 02 years 06 Months, from the date of sanction of the map from PMC or any other legal authorities whichever is earlier with a grace period of six (06) months for unforeseen reasons beyond control of the developers

8. That in case of failure to complete the said building/Apartments and hand over the land owners shares as described in paragraph 4(Four) of this deed with certificate of completion and possession ever after the grace period of 36 months that is 36 month(Thirty Six) from approval of MAP by P.M.C. The Managing Developer shall pay Rs 20,000/- (Twenty Thousand) only to the Land Owner of First Part as defaulter every month till the completion and possession of

For Honest Builders & Developer (P) Ltd.



M.D./Director

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land owner S Share described at page No 04 of this deed is  
till the dissolution of this agreement (maximum 18 months).

9. That it is agreed between the parties that this agreement  
can be dissolved by land owner only on the ground of major  
deviations from the specification described in Schedule I of  
this deed by the Developer or his agent, engineer, Technician  
or after completion of 36 months (Thirty Six) as described in  
Paragraph 7 & 8 of this deed or any deviation from any clause  
of this agreement.

10. That the entire construction of the proposed building on  
the aforesaid piece of land shall be completed within  
specification fully described at schedule III at the cost  
arranged by the builders alone and the 1<sup>st</sup> Party shall not be  
financially responsible in any way.

11. The 1<sup>st</sup> Party shall handover the said property to the  
builder soon after the registration of this Deed/Agreement  
and also agreed to sign execute deed/deeds  
papers and documents as may be required for fully assuring  
the right title of the builder over the building shares  
proposed building after taking the 1<sup>st</sup> party's consent. The  
1<sup>st</sup> party shall undertake that their (1<sup>st</sup> party) share in the proposed building  
is adequate, reasonable in lieu of the transfer of aforesaid  
piece of land.

12. That it is further agreed and undertaken by the developer  
that 1<sup>st</sup> Party shall have right title ownership interest  
possession over 50 % (Fifty percent) of the total Super built  
up area allotted to her including car parking space. The  
1<sup>st</sup> party shall fully entitled to enjoy the above super built up area  
either herself or collectively and shall be fully entitled to

For Honest Builders & Developer (P) Ltd.

*A. W. Khan*  
M.D./Director

transfer, convey, grant otherwise alienate or transfer his interest in any manner as deemed fit by the 1<sup>st</sup> Party to any person, association, government agencies etc. On such terms and conditions as may be decided by the owner individually.

13. Similarly, the developers shall exclusively be entitled to the super built-up area 50 % (Fifty Percent) including lift & staircase space. And they shall have absolute right title and ownership over the developer area as per this deed of agreement executed between 1<sup>st</sup> party and 2<sup>nd</sup> Party (developer) and the developer. The developer shall be fully entitled to use the above super built-up area either individually or collectively and shall be fully entitled to transfer, convey, grant, otherwise alienate their interest in any manner as deemed fit by the developer to any person, association of persons, firm, partnership, corporate, co-operative society, government agencies etc. on such terms and conditions as may be decided by the developer.

14. It is hereby expressly irrevocably agreed & declared by the land owner that delivery of possession of 1<sup>st</sup> party area 50 % (Fifty Percent) of the total built-up area, including lift & staircase space of the said building in the manner provided herein as per this deed shall be deemed to be fit, reasonable and adequate consideration for aforesaid property agreed to be conveyed as here in above by the 1<sup>st</sup> Party and the 2<sup>nd</sup> Party (Developer).

15. The 1<sup>st</sup> Party shall at no time demand sum or premium of any kind for the facility regarding transfer of developer area 50 % (Fifty percent) of the Super built up Area and the land owner shall execute all such deeds and documents as may be required.

For Honest Builders & Developer (P) Ltd.

A. Wilson

4-11-2017

legally required by the developers in that regards after handing over Land Owner's share

16. The agreement shall not be deemed to constitute a partnership of any part between the parties hereto or an agreement for sale of the plot by the owner to the developer and shall not be deemed to bind the parties here to except specifically recorded here in.

17. The first party hereby irrevocably undertakes not to sell, dispose of, alienate, changes, encumbrance, lease or otherwise transfer the said property or any part thereof during the currency period of this agreement and undertake not to do any act, deeds matter, or things, as shall be in breach of the terms of this agreement save and except putting the developer in possession thereof for the development. The owner shall at no time during the currency period of this agreement try to dispossess the developer from the said property.

18. The developer shall develop property in their own name and account and at their own cost and shall alone be responsible for the development of said property.

19. As after taking possession of the said property from the land owner, the developer shall be free to do all local and deed and things required for the construction of the said buildings at the developers own cost and expenses as per sanctioned plan/map and terms and condition mention hereon.

20. The developer shall be entitled to enter into agreement for sale or otherwise to allot Flats and parking space and other fittings comprised in the developers share in the said buildings which does not form part of Land Owner's share and

For Honest Builders & Developer (P) Ltd.

*A. W. Khan*

M. D. / Director

developer shall exclusively be entitled to realize all amounts receivable under such agreements deeds of allotment etc. in respect of the developer's share.

21. After delivery of the Land Owner's Share in the building therein all Municipal taxes shall be borne and paid by the owner and the developer and their nominees proportionately to their respective shares in the total built-up area.

22. That the first party hereby authorizes the developer to freedom to do all legal acts deed and things as may be connected with the development and construction of the proposed multistoried buildings/apartments in general and grant the specific power to the builders in particular to develop & construct the aforesaid buildings and to site. After handing over the shares of land owner.

23. To appoint technical persons, architects, engineers, surveyors, contractors and management personnel for the construction, development and all allied jobs and legal activities of the proposed multistoried buildings.

24. To correspond, apply and deal with and to make representation to central/state government departments/offices/authorities whatsoever and whenever required in connection with or relating to the development and construction of the proposed multistoried building/buildings.

25. To put up sign boards depicting name of the scheme "Knothia Residency" name of the builders, architects, etc. on the site of construction of the aforesaid piece of land.

26. To accept any writ or summons or notice on behalf of all parties and to appear/represent during the legal process in

For honest Builders & Developer (P) Ltd.

  
M.D./Director

11/11/2017  
11/11/2017

any other in respect of schedule property with a written  
intention of the 1<sup>st</sup> Party.

27. To carry out, comply with, and do every act, deeds,  
matters and things as may be required for sale of developers  
share Flats/parking etc.

28. To Take loan in account of developers shares from any  
financial institution (private/government) for construction of the  
said building/buildings and the developer (2<sup>nd</sup> party) will have to  
be responsible for the repayment of loan etc and the 1<sup>st</sup> party  
will not be in any way responsible for the same.

29. As for as the total built-up area (including common areas)  
the proposed complex on the aforesaid piece of land is  
concerned, the builders undertake that they will construct the  
same as per sanctioned map of the concern authority principles  
and bye laws laid down by P.M.C. Patna.

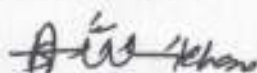
30. Any legal addition in total built-up area shall be shared by  
the first party and developer proportionally to their share.

31. Open terrace will remain open to all the occupants of the  
building complex jointly.

32. That 2<sup>nd</sup> party shall construct the aforesaid building  
using good quality building materials as per specification  
which is enclosed here as schedule-B and 2<sup>nd</sup> party shall also  
construct the aforesaid buildings according to map approved  
by P.M.C. or any other competent authority.

33. The Developer, agreed and undertake that this deed  
executed and Registered for Development Agreement  
according to Joint Ownership Apartment Act 2003 and Joint  
Ownership Apartment Rules 2006 and in this Act shall be

For Honest Builders & Developer (P) Ltd

  
M.D. Director

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further in need of Power of Attorney in favour of DEVELOPER and/or its nominee or nominees so that no hindrance or obstruction is caused to the DEVELOPER carrying out and discharge its obligation under these clauses and thereby giving the DEVELOPER right and authority to have enjoy peaceful possession of the said property for the purpose and to do all acts, and/or things that may be necessary for the Development, planning, constructing of the said building/buildings and sale of the developers area.

34. That after the construction and completion of the project the respective share i.e. DEVELOPER/Promoter and the flat owners as described as Para 4 and 5 of this deed shall be absolute OWNER of their share and they will be entitled to sell/Transfer their share and as per the Bihar Apartment Ownership Act, 2006 and Bihar Apartment Ownership Rules, 2007 section 5(1) clearly declared their shares as absolute.

35. That except as herein before provided the land owners shall not interfere with or obstruct in any manner with the construction of work for the said residential flats. If any work differed from specification of Schedule C and sanctioned plan. However the land owner or her nominee or nominee shall give full hand unfettered access to the construction work till remains in time and they shall be free to interfere with progress of work.

36. That during the course of construction all building materials and equipment used or to be used shall remain at the developer risk and the developer shall not be entitled any compensation from the first party for any damages losses.

For Honest Builders & Developer (P) Ltd.

*A. U. Saha*  
 22/11/2022

destruction of such works or material or equipment arising from any cause whatsoever

37. In case there is any accident in the aforesaid construction project, the Developer shall be fully responsible for all the consequences of the same under the workmen Compensation Act or any other acts in force

38. That it is agreed between the parties that the proposed building complex will be consist of G+3<sup>rd</sup> Floors

39. That it is agreed that the original document of this deed will be possessed by the second party (Developer) and the certified Copy of the said deed will be possessed by of the first party (Landowner).

40. And Whereas the Vendor has Received Rs. 5,00,000/- (Five lakhs) only before execution on of this deed by way of Cheque 090273 -RTGS on dated 10.01.2019 in account of Executatnt PNB-A/C- 4458000100012786 Which is Non-adjustable amount.

#### SCHEDULE- I

##### Full description of the land as hereunder of First party:

The right, title interest of the (Land owner) in all the piece and parcel of vacant land measuring an area of 5424 sq.ft or 12.50 dis situated at Mauza- Chitkohra, P.S. Gardnaibagh, and District - Patna, Sub Registry office and Sadar Registry Office and District Patna under Tax No. 5120, P.S. No - 17, (Seventeen), Khata No. 99 (Nineth Nine) and Cadestral Survey Plot No. 145 and 146 (One

For Harrest Builders & Developer (P) Ltd.

*AU Phoro*  
M.D./Director

4458000100012786

Hundred Forty Five and One Hundred Forty Six), Ward No.- 37 (Old), New Ward No.- 09 (New), Circle NO. 246/264, and Holding No.- 1189, Circle No.- 11 and annual rent Rs. 3,50/- Payable to Circle Officer Patna Sadar District - Patna, which is boundary as follows :

Khata	Plot	Area	Amount
99	146	0.459 Dis or 200 Sq.ft.	Rs. 4,39,500/-

Khata	Plot	Area	Amount
99	145	12.03 Dis or 5244 Sq.ft.	Rs. 1,20,40,500/-

### BOUNDARY

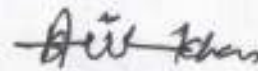
NORTH : Arinaz Hashmi  
 SOUTH : Ejaz Shouib Hashmi  
 EAST : Md. Jahangir, Md Ibrahim and Syed Jasimuddin  
 WEST : Branch Road

### SCHEDULE -II SHARE DISTRIBUTION

#### LAND OWNER'S SHARE

- (I) ENTIRE FIRST FLOOR and 50% of the constructed area including Parking Space Except Second Floor  
 (II) ENTIRE SECOND FLOOR and 50% of the constructed area including Parking Space Except First Floor.

 M.D. Director

  
M.D. Director

### Schedule-III

#### General specification

(a)	Foundation	R.C.C Raft foundation as per design of structural consultants
(b)	Plinth	-Car parking over R.C.C capping over mud and D.P.C with water proofing membrane
(c)	Super structure	R.C.C framed structure with partitions wall of class -A bricks work with cement mortar 1:1
(d)	Plaster	All surfaces shall be plastered with cement mortar (1:4)
(e)	Flooring	Good quality of vitrified tiles will be provided 24" x 24" or 32" x 32"
(f)	Electric Wiring	Concealed P.V.C conduit wires and copper conductor accessories
(g)	Kitchen	Kitchen top slab of granite 2" ft height glazed tiles on dado wall, sink top and Jaquar Make fittings
(h)	Bathroom	Antiskid floor tiles flooring and dado tiles on all walls up to Ceiling with Jaquar make fittings/Kohler Make sanitary Ware Wash basin concealed with G.I Pipe with hot and cold water arrangement in all bathrooms
(i)	Interior Finish	All interior surfaces shall be plastered and Wall put.
(j)	Exterior Finish	Weather resistance paint shall be provided in exterior portion of the building.
(k)	Door	Sa Wood door frames, factory made commercial ply wood flush door hinges shall be provided.
(l)	Window	Fully glazed U.P.V.C shall be provided.
(m)	Painting	Door frame and door shutter shall be painted with enamel paint of approved shade and shade.
(n)	Lift	New Lift facility shall be provided as standard quality of shafts.
(o)	Intercom	Intercom panel facility will be provided

For Honest Builders & Developer (P) Ltd

*A. U. Khan*  
Sd/-

to

(m)	Plumbing	All internal G.I pipes/C.P.V.C shall be concealed
(n)	Generator	One Common 100-200 kw generator will be installed to supply for Power Bank
(o)	Transformer	Separate transformer for electrical supply to aforesaid building.

### SCHEDULED III

(-)Total Area of Vacant Land - 5444 Sq. ft = 12.50 Dhs

(b)Total Cost Of land Value Comes to 1,25,00,000/-

(c) Stamp Duty is according paid by N.J Stamp and through Bank Challan .

IN WITNESS WHEREOF the parties have put their Signature in presence of the Witnesses on this day month and year mentioned above.

WITNESSES :-

Signature of the Landowner

Md. Kamruddin  
The Late Mr. Md. Quddus Ali  
Makhan - Sumanpura  
P.O. - B.V. College  
Patna - 800 014

Signature of the Developer

Drafted by

Sud. Nooruddin Akbar - Mohammad - Jansari  
Khalid Azizuddin  
Chittagong - Anis  
Patna

Md. Saifur R. Hossain  
Daha, Patna L. No. 116/02

For Honest Builders & Developer (P) Ltd.

A. U. Khan  
M.D./Director

