(63)

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

सत्यमेव जयते

INDIA

बिहार BIHAR

6997 12816 1000 U 978533

Shagufta Aziz
27.8.2016

2681 27/8/16

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT IS MADE THIS THE 27th . DAY of AUGUST 2016 AT PATNA.

BETWEEN

1. **Mrs. Shagufta Aziz alias Shagufta Ali** wife of **Mohammad Ali Imam,** resident of Jamun Gali, Bankipore, Patna-800004, P.O. Bankipore, P.S. Pirbahore, District Patna, by Nationality–Indian,

SATISH KUMAR SINGH NOTARY PATNA, BIHAR (INDIA)

27/8/16

Md. Ali Imam.
27.8.2016

(62)

Phulwari Sharif, District Patna from The Alba Sahkari Grih Nirman Samiti Ltd. Patna, registered under the Bihar and Orissa Co-operative Societies Act 1935 having its Certificate No. 13/Pat/ (Zila) 1990, through its Secretary Tarique Hassan son of Late S.M. Siddique, office at Ali Nagar Colony, Anisabad, P.S. Gardanibagh, District Patna, and from the date of purchased the said land owner Shagufta Aziz alias Shagufta Ali came in exclusive possession and absolute owner of the same.

AND WHEREAS, as the said land owner (Shagufta Aziz alias Shagufta Ali) get her name mutated in circle office Phulwari Sharif and after passing an order revenue rent receipt has been issued in her name Vide Jamabandi No. 16738.

WHEREAS, the property more fully described in schedule-A-1 of this deed is the purchased property of the land owner No. 2 Md. Ali Imam, by virtue of registered sale deed bearing Deed No. 257, in Book No.1, Volume No. 12, Pages 217 to 220. dated 20.01.1997 registered at Patna Registry office measuring an area of 2720 Sq. Ft. under Tauzi No. 5166, Thana No. 35, Khata No. 159 & 193, Part of Cadestral Survey Plot Nos. 3855 & 3856, Sub Plot No. A, situated at Hussainpur Phulwari Sharif alias Ranipur commonly known as Alba Colony, P.S. Phulwari Sharif, District Patna from The Alba Sahkari Grih Nirman Samiti Ltd. Patna, registered under the Bihar and Orissa Co-operative Societies Act 1935 having its Certificate No. 13/Pat/ (Zila) 1990, through its Secretary Tarique Hassan son of Late S.M. Siddique, office at Ali Nagar Colony, Anisabad, P.S. Gardanibagh, District Patna and from the date of purchased the said land owner Md. Ali Imam came in exclusive possession and absolute owner of the same.

AND WHEREAS, as the said land owner (Md. Ali Imam) get his name mutated in circle office Phulwari Sharif and after passing an order revenue rent receipt has been issued in her name Vide Jamabandi No. WP/16749.

Shagufta Aziz
27.8.2016

Md. Ali Imam
27.8.2016

22/8/2016

WHEREAS, the property more fully described in schedule-A-2 of this deed is the purchased property of the land owner No. 2 Md. Iqbal Imam, by virtue of registered sale deed dated 20.01.1997 registered at Patna Registry office measuring an area of 2720 Sq. Ft. under Tauzi No. 5166, Thana No. 35, Khata No. 159 & 193, Part of Cadestral Survey Plot Nos. 3855 & 3856, Sub Plot No. A, situated at Hussainpur Phulwari Sharif alias Ranipur commonly known as Alba Colony, P.S. Phulwari Sharif, District Patna from The Alba Sahkari Grih Nirman Samiti Ltd. Patna, registered under the Bihar and Orissa Co-operative Societies Act 1935 having its Certificate No. 13/Pat/ (Zila) 1990, through its Secretary Tarique Hassan son of Late S.M. Siddique, office at Ali Nagar Colony, Anisabad, P.S. Gardanibagh, District Patna and from the date of purchased the said land owner Md. Iqbal Imam came in exclusive possession and absolute owner of the same.

AND WHEREAS, as the said land owner (Md. Iqbal Imam) get his name mutated in circle office Phulwari Sharif and after passing an order revenue rent receipt has been issued in her name Vide Jamabandi No. WP/16737.

AND WHEREAS the owners of the first part is thus the absolute owner of the land referred above and now it has been agreed between the parties that the second party the DEVELOPER undertake to make construction of multi storied building over the land fully described in Schedule-A, A-1 & A-2 of this deed after approval of the map by the competent authority over the proposed area and the share will be divided between the land owners and the DEVELOPER as 40% and 60% share respectively in the built-up area and parking space etc. and now landowner are entitled and competent to execute the present Deed Of Development Agreement.

NOW THESES PRESENCE WITNESSETH AS FOLLOW:-

1. That the DEVELOPER second party has agreed to develop and construct at its own account multistoried residential building on the said property fully described in

60

schedule below at his own account and expenses and with his own resources after obtaining all the requisites clearance, permission, sanction and approvals.

2. That immediately after the execution of this development agreement, the DEVELOPER shall expeditiously get a plan prepared in order to obtain maximum benefit for both the Owners and the DEVELOPER.

3. That the Land Owners shall have no objection if the aforesaid building plans are submitted to the local authority in the name of the owners or any other permissions, approvals are obtained in their name and agreed to sign all such papers that may be deemed necessary by the owner and DEVELOPER for the same. However all fees, cost, charges and expenses relating to such approvals / sanctions shall be borne by the DEVELOPER of its/his account.

4. That it is further agreed any alteration or revision of the aforesaid plans within the parameters of Dissolved Patna Municipal Corporation Patna/Nagar Parishad, Phulwari Sharif/Competent Authority and if there is an increase in F.A.R., during the period of the construction or before, the share of the constructed area of the owners shall be proportionately increase.

5. That the land owners within 30 days of the date of execution of this agreement shall put the DEVELOPER in actual peaceful possession of the said property described in Schedule below herein to enable the DEVELOPER to take up and proceed with the development, planning, and construction of the said building in terms of this agreement and the sanctioned plan and any other terms agreed upon.

6. That it has been agreed between the parties that the Second Party DEVELOPER shall complete the construction work within a period of Four Years plus with grace period of One Year from the date of sanction of plan from the competent authority.

7. That the proportionate share of the land owners and DEVELOPER in the built up area of the Project shall be in the ratio of 40% is to 60%. That is to say the share of the land owners shall be 40% of the super built-up area

Shagufta Afroz
27.8.2016

Md. Ali Imam
27.8.2016

distributed is several floor of multi-storied building and the rest 60% area shall be Developer's share.

8. That as consideration of 60% of the undivided share in the said property to be conveyed/transferred by the owners to the DEVELOPER or its nominee, in terms of the agreement, the DEVELOPER agrees to deliver and give possession to the owners 40% of the total super built-up area of the said building to be constructed by the DEVELOPER at its own account on the said property hereinafter called the owner Area. The balance of 60% of the total super built-up area shall belong to the DEVELOPER and shall hereafter be called the Developer's area to which it alone shall be entitled to, for having constructed the entire building at its own cost and expenses. The DEVELOPER shall not be liable to get any amount or expenses incurred by it on any account or in the construction of the aforesaid from the owner in lieu of the aforesaid owners area.

9. That the owners may at their own sweat will agree to sell, convey, transfer and/or assign to the DEVELOPER and/or its nominee(s) including a co-operative Housing Society, Association of persons, Firm, Body corporate etc. free from attachments charges, and encumbrances 40% percent undivided share in (their share) the said property.

10. That the owners and their nominees shall solely and exclusively be entitled to the owner's area and they shall have absolute right, title and interest over the owner's area and shall be fully entitled to sue and enjoy the same either themselves, individually or collectively or shall be fully entitled to transfer, convey, grant, otherwise, alienate its/his interest, in any manner as deemed fit by them to any person. Associations of persons, firms, Body corporate, Co-operative society, Government agencies etc. on such terms and conditions as may be decided by the owner individually or collectively.

11. That the owners themselves and through their attorney reserved the right of inspection of the construction if any the Land Owners reserve the right to suggest builder regarding construction only but the Land Owners have no right to close the construction work on the sight if any the act upon deemed illegal.

Sliagupta Agg
27.8.2016

Md. Ali Anwar.
27.8.2016

12. That the DEVELOPER and/or nominee shall solely and exclusively be entitled to the Developer's area, and they shall have absolute right, title and interest over the developed area and they shall be fully entitled to transfer, convey, grant, otherwise alienate there interest, in any manner as deem fit by their to any person, Association of societies, Government Agencies, etc. on such terms and conditions as may be decided by the DEVELOPER or its nominees individually or collectively.

13. That the DEVELOPER agrees to construct, and give possession of the owner's area to the owner after completing a period of Four Years from the date of sanction of the plan of the building by the competent authority and the other local authorities with grace period of One Year i.e., the total period of the construction shall be Five Years. It is reasonably expected that the DEVELOPER will be able to complete the entire construction of the aforesaid building within the stipulated period.

14. That the aforesaid Project schedule is subject to force major clause i.e. fire, tempest, floods, inclement or any other acts of God.

15. That it is hereby expressly, irrevocably and irretrievably agreed and declared by the land owners that delivery of possession of 40% of the total super built-up area of the aforesaid building in manner provided herein shall from and always be deemed to form fair, reasonable, and adequate consideration for 60% or the undivided share in the aforesaid property agreed to be conveyed as herein above by the owner to the DEVELOPER and or its nominee.

16. That the owners shall at no time demand any sum or premium or any interest in any dealing regarding sale of Developer's area and the owner shall execute all such deeds and documents as may be required by the developer's in this regard.

17. That the land owners or their nominees will not interfere in the execution of the work nor put any hindrance in any of the activities of the DEVELOPER in development, construction and sale of the aforesaid project. The owner and its nominees shall jointly have undivided right, title and

interest over the total land of the said property in her respective shares of 40% of the land owners and 60% of the DEVELOPER after being conveyed as aforesaid subject to the provisions of the clause of the agreement.

18. That the owners hereby irrevocably undertake not to sell, dispose off alienate, encumbrance, lease or otherwise, transfer the said property or any part thereof during the continuation of this agreement and undertake not to do any act, deed matter, or things as shall be in breach of the terms of this agreement. The owner shall at no point of time during the continuation of this agreement dispossess the DEVELOPER from the said property.

19. That the DEVELOPER shall develop the said property at its own account and name and shall alone be responsible for the development of the said property and neither the owner nor any other persons claiming through the owner shall have any right or interest in the development of the said property except in relation to the owner area, as specified above and the DEVELOPER shall not deviate from the approved plan of Dissolved Patna Municipal Corporation Patna/Nagar Parishad, Phulwari Sharif/Competent Authority.

20. That after taking possession of the said property the DEVELOPER shall be free to do all acts, deeds and things required for development and construction of the said building at the Developer's own account and expenses, as per sanctioned plan of the Dissolved Patna Municipal Corporation Patna/Competent Authority. Any deviation from the approved plan if made by the DEVELOPER, the DEVELOPER shall be solely responsible for the same.

21. That the DEVELOPER shall be entitled to develop the said property by construction thereon or more building consisting of dwelling units, flats, parking spaces and other structures in accordance with building plans approved by the owners and sanctioned by the Dissolved Patna Municipal Corporation Patna/Nagar Parishad, Phulwari Sharif/ Competent Authority/ Local authorities as stated herein above.

22. That the DEVELOPER shall be entitled to enter into agreements for sale, or otherwise allot flats, parking spaces comprised in the Developer's area in the said building which

Shraddha Ags
22.8.2016

Md. Ali Anwar.
22.8.2016

is 60% of the total super built-up area and which does not from part of the owner's area. Whenever required by the DEVELOPER the owner will join as confirming party in all such agreements, sale deeds, deed of allotment etc. The DEVELOPER may enter into and shall exclusively be entitled to realize all amounts receivable under such agreement, sale deeds, deeds of allotments etc. for development and construction of the said building and for its all use.

23. That similarly the land owners shall be fully entitled to enter into agreement for sale or otherwise allot flats, parking spaces comprised of the owner's area in the said building which 40% of the total super built-up area and which does not form part of the Developer's area. Whenever required by the owner's the DEVELOPER will join as confirming party in all such agreements, sale deeds, deed of allotment etc. The owner may enter into and the owner shall exclusively be entitled to realize all amounts receivable under such agreement, sale deeds, deeds of allotments etc. for its/his all use.

24. The land owners agree and undertake that they shall execute Registered Development Agreement according to Bihar Ownership Apartment Act 2006, and Bihar Ownership Apartment Rules 2006, and in this Act there is further no 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 in carrying out and discharge its obligation under these present and thereby giving the DEVELOPER right and authority to have any enjoy peaceful possession of the said property and to do all such acts, and/or things that may be necessary for the Development, planning, constructing of the said building and sale of the developer's area. It is however expressly agreed that under stood between the parties that the aforesaid general power of attorney shall be governed by the provisions of this Development Agreement and in case of any conflict between provisions of the aforesaid power of attorney and this development agreement, the provisions of the letter shall prevail.

Shilpi Gupta 22.8.2016

Md. Ali Imam 22.8.2016

55

25. That it has been decided between the parties that the DEVELOPER may acquire some additional land adjacent to the present land under the present land development and can submit the joint land for sanction from the competent authority and may develop the other land with the land in question and the land owners shall have no objection to the same.

26. That the land owners and developer also mutually decided to divide their shares which details are hereunder:-

Land owner's share (Flat)

FLAT NO. FLOOR

40% share in the super built-up area in the apartment including reserved Car Parking space on ground including Common Passage under campus of the proposed building, and half Top Trace and Top roof of the building also.

Shraddha Ajay 22.8.2016

Developer's share (Flat)

FLAT NO. FLOOR

60% share in the super built-up area in the apartment including reserved Car Parking space on ground including Common Passage under campus of the proposed building, and half Top Trace and Top roof of the building also.

THAT THE DEVELOPER FURTHER UNDERTAKES:-

27. That it will not do any act of commission, omission, expressly or impliedly or directly or indirectly by which the owner right, title and interest over the said property may in any manner be adversely affected until the DEVELOPER has given delivery of possession of the owner's area to the OWNER.

II. At the time of development work the whole responsibility is going to the side of developer not the land owner regarding any accident, parlay taking has been done by the construction.

III. That the Land Owners the Developer, shall have the right to construct any portion or put up additional structures

Md. Ali Imam 22.8.2016

RAKESH KUMAR SINGH

54

on such roof or terrace of the building and the construction shall be the sole and exclusive property of the LAND OWNERS and DEVELOPER who shall be entitled to deal with or dispose-off in such manner as the Land Owners and the Developer may deem fit, the prospective purchaser/s shall not be entitled to raise or nor shall raise or create any obstruction or hindrance of any nature whatsoever on such right of the Land owners nor Prospective Purchaser/s shall claim any right, title and interest in such additional structures raised over such roof/terrace, vacant parking space or vacant land in the said complex, the roof of the building shall be exclusive property of the Land Owners and the Developer only and the Prospective Purchaser/s shall not create any hindrance of any nature about the top roof/terrace of the building only if any the claim deemed as null avoid.

28. That in case there be any defect in the title of the land owners or thereby any liability or any encumbrances, then in such event, the DEVELOPER shall be entitled to have such defects cured and/or liability cleared for and on behalf of the LAND OWNERS and at the owner's cost and expenses, after intimating the OWNERS in writing.

29. That all-out going viz., rates, rents, taxes, duties etc. on respect of said property and any existing buildings thereon, till the date of this agreement shall be borne and paid by the LAND OWNERS and the outgoing after the date of this agreement till the delivery of possession of the owner's area shall be borne and paid by the DEVELOPER.

30. That in any event the owner without prejudice to foregoing declarations agree and undertake to remove all the doubts and defects in title if any and clear all outstanding save or otherwise provided above at her own cost so that ultimately the said property is delivered to DEVELOPER to its/his nominees free from all encumbrances and defects.

31. That after delivery of the owner's area to the land owners all out goings in respect of said property and the said building thereon shall be borne and paid by the land owners and the DEVELOPER and its/his nominees proportionately in the proportion of its/his respective shares in the total super

Shagufta 283
27.8.2016

Md. Ali Imam
22.8.2016

SATISH KUMAR SINGH
NOTARY

built-up. The word proportionately with all its cognate variation whenever used in the presents shall means the proportion in which the parties hereto or its/his nominees acquiring portions of the building are entitled to the covered area in building/buildings.

32. That when delivery of possession of the owner's area to the land 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 owner shall execute and register conveyance of 60% undivided share in the said property in favour of the DEVELOPER to its nominees/assignees including a co-operative Housing Society or association of person or Body corporate etc. In default of the owner executing such transfer/ conveyance or such other deeds as may be deemed necessary by the DEVELOPER in spite of service notice in writing 15 days, the DEVELOPER shall be entitled to take all steps as may be necessary/ conveyance.

33. That after the construction and completion of the project there was made memorandum of share division between the land owners and the developer regarding their respective share Owner i.e. DEVELOPER/promoter and the landowner, shall be the absolute owner of her share and she will be entitled to sell/Transfer her share and as per the Bihar Apartment Ownership Act. 2006 and Bihar Apartment Ownership Rules in section 5(1) clearly declared her shares as absolute OWNER and in the light of Bihar Apartment Ownership Act. 2006.

SCHEDULE-A belongs to Shagufta Aziz

ALL THAT, piece and parcel of landed property, with right, title, interest with possession thereon and therein including all kinds of easements measuring an area of 2720 Sq. Ft. equivalent to 6.25 Decimals, situated at Hussainpur Phulwari Sharif alias Ranipur commonly known as Alba Colony, P.S. Phulwari Sharif, District Patna, within the Jurisdiction of Sub and Sadar Registry Office Patna, under Tauzi No. 5166, Thana No. 35, Khata Nos. 169 and 193, Part of Cadestral Survey Plot Nos. 3855 & 3856, Sub Plot

Shagufta Aziz
27.8.2016

Md. Ali Imam
27.8.2016

No. A, **Govt. Valuation Serial No. 072, Zone-03,** which is under Patna Municipal Corporation/Nagar Parishad Phulwari Sharif, Patna, and the same is bounded and butted as follows:-

BOUNDARY

NORTH	:	Society Plot
SOUTH	:	Society Plot
EAST	:	Society Plot
WEST	:	Society Branch Road

DIMENSION

NORTH	:	74 Feet 0 Inch
SOUTH	:	74 Feet 0 Inch
EAST	:	36 Feet 9 Inch
WEST	:	36 Feet 9 Inch

SCHEDULE-A-1 belongs to Md. Ali Imam

ALL THAT, piece and parcel of landed property, with right, title, interest with possession thereon and therein including all kinds of easements measuring an area of 2720 Sq. Ft. equivalent to 6.25 Decimals, situated at Hussainpur Phulwari Sharif alias Ranipur commonly known as Alba Colony, P.S. Phulwari Sharif, District Patna, within the Jurisdiction of Sub and Sadar Registry Office Patna, under Tauzi No. 5166, Thana No. 35, Khata Nos. 169 and 193, Part of Cadestral Survey Plot Nos. 3855 & 3856, Sub Plot No. A, **Govt. Valuation Serial No. 072, Zone-03,** which is under Patna Municipal Corporation/Nagar Parishad Phulwari Sharif, Patna, and the same is bounded and butted as follows:-

BOUNDARY

NORTH	:	Society Plot
SOUTH	:	Society Plot
EAST	:	Society Plot
WEST	:	Society Branch Road

DIMENSION

NORTH	:	74 Feet 0 Inch
SOUTH	:	74 Feet 0 Inch
EAST	:	36 Feet 9 Inch
WEST	:	36 Feet 9 Inch

Shagufta A'sha
22.8.2016

Md. Ali Imam
22.8.2016

KUMAR SINGH
NOTARY

(51)

SCHEDULE-A-2 belongs to Md. Iqbal Imam

ALL THAT, piece and parcel of landed property, with right, title, interest with possession thereon and therein including all kinds of easements measuring an area of 2720 Sq. Ft. equivalent to 6.25 Decimals, situated at Hussainpur Phulwari Sharif alias Ranipur commonly known as Alba Colony, P.S. Phulwari Sharif, District Patna, within the Jurisdiction of Sub and Sadar Registry Office Patna, under Tauzi No. 5166, Thana No. 35, Khata Nos. 169 and 193, Part of Cadestral Survey Plot Nos. 3855 & 3856, Sub Plot No. A, **Govt. Valuation Serial No. 072, Zone-03,** which is under Patna Municipal Corporation/Nagar Parishad Phulwari Sharif, Patna, and the same is bounded and butted as follows:-

Shagufta Alam 22.8.2016

BOUNDARY

NORTH	:	Society Plot
SOUTH	:	Society Plot
EAST	:	Society Plot
WEST	:	Society Branch Road

DIMENSION

NORTH	:	74 Feet 0 Inch
SOUTH	:	74 Feet 0 Inch
EAST	:	36 Feet 9 Inch
WEST	:	36 Feet 9 Inch

Md. Ali Imam 22.8.2016

SCHEDULE - II

SPECIFICATION:-

FOUNDATION : As per the design of Structural Consultants.

SUPER STRUCTURE : Framed R.C.C. Structure.

SATISH KUMAR SINGH

ROOF SLAB	:	Reinforced cement concrete (RCC)
MATERIALS	:	All walls and ceiling internally cement plastered and white com washed externally exposed I work/plaster will be painted with cement base Pucca.
DOORS	:	Doors with Seasoned woods frame with a cost of synthetic enamel paint on a coat of primer.
WINDOW	:	Steel/Aluminium frame with glass fitted in Window
FLOORING	:	Kajarica/Vatrified/tiles/marble
ELECTRICAL WIRING	:	Concealed PVC conduct wiring using copper conduct with standard quality electric, accessories and fixtures not included.
BATH ROOM	:	All C.P. Fittings.
KITCHEN	:	Shall have RCC Working platform with Green Marble and glazed tiles.

(50)

Shrestha ADS
22.8.2016

Md. Ali Imam
22.8.2016

SATISH KUMAR SINGH
NOTARY

22/8/2016

49

IN WITNESSES WHEREOF the Parties, have put their signature in presence of the witnesses on this day month and year mentioned above.

Shagufta Aziz.
27.8.2016

(Shagufta Aziz alias Shagufta Ali)

Md. Ali Imam
27.8.2016

(Md. Ali Imam self and constituted attorney of Md. Iqbal Imam)

SIGNATURE OF THE LAND OWNERS

Md. Ali Imam
27.8.2016

(Mohammad Ali Imam)

through its Managing Director

SKY LINE CONSTRUCTION AND DEVELOPER

PAN: ACLFS7358C
Mob.:- 8226802769

SIGNATURE OF THE DEVELOPER

WITNESSES:

As per statement of the Land OWNER and the DEVELOPER I have drafted the Deed of Development Agreement documents in .16. pages.

Anwar Alam
Advocate
27/08/2016

(ANWAR ALAM)
Advocate, Patna

SATISH KUMAR SINGH
NOTARY

27/8/2016

(87)

Serial No. 9823 Circle:-:Phulwari Sharif

Book No. :- 1 Deed No. 8895

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु.5000

पाँच हजार रुपये

Rs.5000

FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

बेहार BIHAR

क्रम संख्या 7781 तिथि 12/8/16 मूल्य ₹ 5000 टिकट संख्या ₹ 5000 A 501966

क्रेता का नाम एवं पता

Serial No. 9823 Deed No. 8895

बच्चू प्रसाद सिंह, मुद्रांक विक्रेता

लि. सं.- 2182 जिला निबंधन कार्यालय, पटना

09 AUG 2016

Govt. of Bihar

District Registry Office ,Patna

Summary of Endorsement

This document was presented for registration on **16/08/2016** by **Shamim Ara**

Stamp Duty of Rs. **115500**/- and other Fees of Rs. **26725**/- has been paid in it.

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

The document has been registered as Deed No. **8895** in Book No. **1**, Volume No. **208** on pages from **219** to **246** and has been preserved in total **28** pages in C.D. No. **31** / Year **2016**

Signature with Date

(Prashant Kumar)

Registering Officer, Patna

Date: 16/08/2016 Token No: 10235 /2016

Challan No. 612 & 606, Dated 12.08.2016

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT IS MADE THIS THE 13TH DAY OF AUGUST 2016 AT PATNA.

BETWEEN

Mrs. Shamim Ara wife of Md. Z. Mallick, resident of Village Bellowa, Rajgir, P.S. Rajgir District Nalanda in the State of Bihar, by Nationality Indian,

Shamim Ara
13-8-16

BY

District Registry Office,Patna

Token Number 10235 | Reg. Year 2016 | Serial Number 9823 | Deed Number 88

PresType	Name	Photo	Thumb	Index	Middle	Ring	Litt.
Claimant	Md Ali Imam						
Executant	Salim Akhatar Mallick						
Presented By	Shamim Ara						
Executant	Shamim Ara	N/A	N/A	N/A	N/A	N/A	N/A
Identified By	Md Ziyauddin Mallick						

Sig. Md. Ali Imam 16.8.2016

Sig. md Salim Akhtar Mallick 16/08/2016

Sig. Shamim Ara 16-8-16

Sig. Shamim Ara 16-8-16

Sig. md. Ziyauddin Mallick 16.08.2016

SCORE Ver.4.0 Powered by InfoSystem and Solutions,Patna Biometric Captured By 2800sop021

Shamim Ara
16-8-16

(86)

2. **Md. Salim Akhter Mallick son of Md. Umar,** resident of Village Nahub, Rajgir, P.S. Rajgir, District Nalanda in the State of Bihar, by Nationlaity-Indian, hereinafter referred to "LAND OWNERS" (which term unless excluded by or repugnant to the context shall mean and include their heirs, executors, administrators, legal representatives, successors and assigns) of the One part.

AND

SKY LINE CONSTRUCTION AND DEVELOPER, under Indian Partnership Act, 1932, having its Office at Subzibagh, Patna, represented by its Managing Director **Mohammad Ali Imam son of Late Abu Zafar,** resident of Jamun Gali, Bankipore, Patna-800004, P.O. Bankipore, P.S. Pirbahore, District Patna by Nationality–Indian, herein after referred to "DEVELOPER" (which term unless excluded by or repugnant to the context shall mean and include its/his heirs, executors, administrators, legal representatives, successors and assigns) of the OTHER PART.

WHEREAS, the property more fully described in schedule-A of this deed is the purchased property of the land owner No. 1 Mrs. Shamim Ara, by virtue of registered sale deed bearing Deed No. 1223, in Book No.1, dated 27.03.1997 registered at Patna Registry office measuring an area of 2100 Sq. Ft. under Tauzi No. 5166, Thana No. 35, Khata No. 1330 & 193, Part of Cadestral Survey Plot Nos. 3854 & 3855, Sub Plot No. B-VII, situated at Hussainpur Phulwari Sharif alias Ranipur commonly known as Alba Colony, P.S. Phulwari Sharif, District Patna from Ghazala Anjum wife of Md. Mushtaque Ahmad, resident of Ramna Road, P.O. Bankipore, P.S. Pirbahore, District Patna and from the date of purchased the said land owner Mrs. Shamim Ara came in exclusive possession and absolute owner of the same.

Md Ali Imam 12.8.2016

Shamim Ara 13-8-16

Md Salim Akhter Mallick 13/08/16

(85)

AND WHEREAS, as the said land owner (Shamim Ara) got her name mutated in circle office Phulwari Sharif and after passing an order revenue rent receipt has been issued in her name Vide Jamabandi No. WP/19982 in mutation case No. 6648/4/2015-2016.

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

WHEREAS, the property more fully described in schedule-A-1 of this deed is the purchased property of the land owner No. 2 Md. Salim Akhter Mallick, by virtue of registered sale deed bearing Deed No. 2365, in Book No.1, dated 16.04.1999/11.05.199 registered at Patna Registry office measuring an area of 2079 Sq. Ft. under Tauzi No. 5166, Thana No. 35, Khata No. 193 & 159, Part of Cadestral Survey Plot Nos. 3855 & 3856, Sub Plot No. B/17, situated at Hussainpur Phulwari Sharif alias Ranipur commonly known as Alba Colony, P.S. Phulwari Sharif, District Patna from The Alba Sahkari Grih Nirman Samiti Ltd. Patna, registered under the Bihar and Orissa Co-operative Societies Act 1935 having its Certificate No. 13/Pat/ (Zila) 1990, through its Secretary Tarique Hassan son of Late S.M. Siddique, office at Ali Nagar Colony, Anisabad, P.S. Gardanibagh, District Patna and from the date of purchased the said land owner Md. Salim Akhter Mallick came in exclusive possession and absolute owner of the same.

Md. Ali Imam
12.8.2016

Shamim Ara
13-8-16

Md. Salim Akhter Mallick
12/08/16

(81)

11. That the DEVELOPER and/or nominee shall solely and exclusively be entitled to the Developer's area, and they shall have absolute right, title and interest over the developed area and they shall be fully entitled to transfer, convey, grant, otherwise alienate there interest, in any manner as deem fit by their to any person, Association of societies, Government Agencies, etc. on such terms and conditions as may be decided by the DEVELOPER or its nominees individually or collectively.

12. That the DEVELOPER agrees to construct, and give possession of the owner's area to the owner after completing a period of Three Years from the date of sanction of the plan of the building by the competent authority and the other local authorities with grace period of One Year i.e., the total period of the construction shall be Four Years. It is reasonably expected that the DEVELOPER will be able to complete the entire construction of the aforesaid building within the stipulated period.

13. That the aforesaid Project schedule is subject to force major clause i.e. fire, tempest, floods, inclement or any other acts of God.

14. That it is hereby expressly, irrevocably and irretrievably agreed and declared by the land owners that delivery of possession of 42% of the total super built-up area of the aforesaid building in manner provided herein shall from and always be deemed to form fair, reasonable, and adequate consideration for 58% or the undivided share in the aforesaid property agreed to be conveyed as herein above by the owner to the DEVELOPER and or its nominee.

15. That the owners shall at no time demand any sum or premium or any interest in any dealing regarding sale of Developer's area and the owner shall execute all such deeds and documents as may be required by the developer's in this regard.

Md. Ali Imran
13.8.2016

Shamim Hsa
13-8-16

Md Selim Akhtar Nazar
13/08/16

Shamim Hsa

16. That the land owners or their nominees will not interfere in the execution of the work nor put any hindrance in any of the activities of the DEVELOPER in development, construction and sale of the aforesaid project. The owner and its nominees shall jointly have undivided right, title and interest over the total land of the said property in her respective shares of 42% of the land owners and 58% of the DEVELOPER after being conveyed as aforesaid subject to the provisions of the clause of the agreement.

17. That the DEVELOPER shall develop the said property at its own account and name and shall alone be responsible for the development of the said property and neither the owner nor any other persons claiming through the owner shall have any right or interest in the development of the said property except in relation to the owner area, as specified above and the DEVELOPER shall not deviate from the approved plan of Dissolved Patna Municipal Corporation Patna/Nagar Parishad, Phulwari Sharif/Competent Authority.

18. That after taking possession of the said property the DEVELOPER shall be free to do all acts, deeds and things required for development and construction of the said building at the Developer's own account and expenses, as per sanctioned plan of the Dissolved Patna Municipal Corporation Patna/Competent Authority. Any deviation from the approved plan if made by the DEVELOPER, the DEVELOPER shall be solely responsible for the same.

19. That the DEVELOPER shall be entitled to develop the said property by construction thereon or more building consisting of dwelling units, flats, parking spaces and other structures in accordance with building plans approved by the owners and sanctioned by the Dissolved Patna Municipal Corporation Patna/Nagar Parishad, Phulwari Sharif/ Competent Authority/ Local authorities as stated herein above.

Md. Ali Imam
13.8.2016

Shamim Ara
13-8-16

Md. Salim Akhtar Mallick
13/08/16

20. That the DEVELOPER shall be entitled to enter into agreements for sale, or otherwise allot flats, parking spaces comprised in the Developer's area in the said building which is 58% of the total super built-up area and which does not from part of the owner's area. Whenever required by the DEVELOPER the owner will join as confirming party in all such agreements, sale deeds, deed of allotment etc. The DEVELOPER may enter into and shall exclusively be entitled to realize all amounts receivable under such agreement, sale deeds, deeds of allotments etc. for development and construction of the said building and for its all use.

21. That similarly the land owners shall be fully entitled to enter into agreement for sale or otherwise allot flats, parking spaces comprised of the owner's area in the said building which 42% of the total super built-up area and which does not form part of the Developer's area. Whenever required by the owner's the DEVELOPER will join as confirming party in all such agreements, sale deeds, deed of allotment etc. The owner may enter into and the owner shall exclusively be entitled to realize all amounts receivable under such agreement, sale deeds, deeds of allotments etc. for its/his all use.

22. The land owners agree and undertake that they shall execute Registered Development Agreement according to Bihar Ownership Apartment Act 2006, and Bihar Ownership Apartment Rules 2006, and in this Act there is further no 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 in carrying out and discharge its obligation under these present and thereby giving the DEVELOPER right and authority to have any enjoy peaceful possession of the said property and to do all such acts, and/or things that may be necessary for the Development,

Md. Ali Imam
13.8.2016

Shamim Ara
13-8-16

Md. Sabir Akhtar Hussain
13/08/16

SCHEDULE-A belongs to Shamim Ara

ALL THAT, piece and parcel of landed property, with right, title, interest with possession thereon and therein including all kinds of easements measuring an area of 2100 Sq. Ft. equivalent to 4.8218 Decimals, situated at Hussainpur Phulwari Sharif alias Ranipur commonly known as Alba Colony, P.S. Phulwari Sharif, District Patna, within the Jurisdiction of Sub and Sadar Registry Office Patna, under Tauzi No. 5166, Thana No. 35, Khata Nos. 1330 & 193, Part of Cadestral Survey Plot Nos. 3854 & 3855, Sub Plot No. B-VII, **Govt. Valuation Serial No. 072, Zone-03,** which is under Patna Municipal Corporation/Nagar Parishad Phulwari Sharif, Patna, and the same is bounded and butted as follows:-

BOUNDARY

NORTH	:	Society Plot
SOUTH	:	Society Plot
EAST	:	Society Plot
WEST	:	Society Branch Road

DIMENSION

NORTH	:	60 Feet 0 Inch
SOUTH	:	60 Feet 0 Inch
EAST	:	35 Feet 0 Inch
WEST	:	35 Feet 0 Inch

SCHEDULE-A-1 belongs to Md. Salim Akhter Mallick

ALL THAT, piece and parcel of landed property, with right, title, interest with possession thereon and therein including all kinds of easements measuring an area of 2079 Sq. Ft. equivalent to 4.7736 Decimals, situated at Hussainpur Phulwari Sharif alias Ranipur commonly known as Alba Colony, P.S. Phulwari Sharif, District Patna, within the Jurisdiction of Sub and Sadar Registry Office Patna, under Tauzi No. 5166, Thana No. 35, Khata Nos. 193 &

Md. Ali Imam 13.8.2016

Shamim Ara 13-8-16

Md. Salim Akhter Mallick 13/8/16

91-R-81

159, Part of Cadestral Survey Plot Nos. 3855 & 3856, Sub Plot No. B/17, **Govt. Valuation Serial No. 072, Zone-03,** which is under Patna Municipal Corporation/Nagar Parishad Phulwari Sharif, Patna, and the same is bounded and butted as follows:-

BOUNDARY

NORTH	:	Society Plot
SOUTH	:	Society Plot
EAST	:	Society Plot
WEST	:	Society Branch Road

DIMENSION

NORTH	:	74 Feet 0 Inch
SOUTH	:	74 Feet 6 Inches
EAST	:	28 Feet 0 Inch
WEST	:	28 Feet 0 Inch

SCHEDULE - II

SPECIFICATION:-

FOUNDATION	:	As per the design of Structural Consultants.
SUPER STRUCTURE	:	Framed R.C.C. Structure.
ROOF SLAB	:	Reinforced cement concrete (RCC)
MATERIALS	:	All walls and ceiling internally cement plastered and white com washed externally exposed I work/plaster will be painted with cement base Pucca.
CHOWKHATS	:	Doors frames of Hardwood (Sakua)
DOORS	:	32 mm thick ISI mark flush door shutters, painted with a coat of primer..

Md. Ali Imam 13.8.2016

Shamim Ara 13-8-16

Md. Salik Akhtar Mallick 13/08/16

WINDOW	:	Steel/Aluminum frame with glass fitted in Window
Kitchen	:	Working platform fitted with Pre-polished Gramti and Stainless steel sink with C. P. fitting. Ceramic Tile up of 12"x8" size on wall up to 2 ft. above working platform, each kitchen will have water point for water purifier.
TOILETS	:	flooring : Ceramic tile. Wall glaze tile up to 7" height. Geyser Point in Master bedroom.
WATER PROOFING	:	Sunkan slab of toilets and Kitchens to have water proof Treatment.
SANITARY WARE	:	White Glazed Vitreous sanitary ware.
BATHROOM (FITTINGS)	:	I.S.I. Mark fitting.
ELECTRICALS	:	Concealed conduit wiring using copper conductors.
TV/TEL. PLUG POINT	:	One TV point and telephone plug point provided in drawing Room.
WALL FINISH	:	Internal : All internal walls dully Surface with plaster of pairs (POP). I.C.I. External : All exterior wails finished With SANDTEXMEIT/OR WEATHER SHIELD.
PARKING AREA	:	To have sufficient light points And flooring tiles.
OVER HEAD TANK	:	Over head water tank of

Md. Aleem 12.8.2016

Shamim Ara 13-8-16

Md. Salim Alchy Mallick 13/08/16

(70)

adequate capacity Inside walls
And floors of tank done with
Cast-In-Situ Mosaic.

BORING AND TUBEWELL : Boring and tube well of adequate capacity for campus By direct/reverse circulation machine with adequate Size (5"x3") with minimum depth.

LIFT : Six passenger ECE ELEVATOR.

POWER SUPPLY : There will be an independent Transformer of adequate Capacity, for power back-up There will be a silent generator.

STRUCTURAL MATERIALS :

BRICKS : FIRST QUALITY.

CEMENT :

STEEL : TMT BALMUKUND /EQUIVALENT/ TISCON/SAIL/ OF ISI Mark.

STONE CHIPS : KODARMA.

SCHEDULE –"III"

FULL DETAILS OF VALUATION

1. Total Area of vacant 4179 Sq. Ft equivalent to 9.5954 Decimals
2. Total cost of Land value comes to Rs. 57,60,000/- Only @ Rs. 6,00,000/- Only per Decimal.
3. Stamp Duty is according paid a sum of Rs. 1,15,200/- only @ 2% of the Total land valuation amount + Rs. 1000/- Only.
4. Registration Fee Rs. 26,025/- Only and scanning Fee also paid.

Md. Ali Imam 13.8.2016

Shamim Ara 13-8-16

Md. Salim Akhtar Mollick 13/08/2016

(69)

IN WITNESSES WHEREOF the Parties, have put their signature in presence of the witnesses on this day month and year mentioned above.



Shamim Ara
19-8-16
(Shamim Ara)
PAN: BBEPA0112R



Md. Salim Akhter Mallick
13/08/16
(Md. Salim Akhter Mallick)
PAN: AHDPM9439R

SIGNATURE OF THE LAND OWNERS



Md. Ali Imam
12.8.2016
(Mohammad Ali Imam)
through its Managing Director
SKY LINE CONSTRUCTION AND DEVELOPER
PAN: ACLFS7358C
Mob.:- 8226802769

SIGNATURE OF THE DEVELOPER

WITNESSES:

1. Md. Tajamulali Jalleri S/o Md. Umar Jalleri Flat No. 34, Anwar Heera Apartment- Khajpura Patna-14 13.08.16

As per statement of the Land OWNER and the DEVELOPER I have drafted the Deed of Development Agreement documents in 19 pages.

Anwar Alam
Advocate
13/8/2016

(ANWAR ALAM)
Advocate,
D.B.A., Patna

2. Md. Anwar [illegible]

[illegible] से चालान मिलाया एवं सत्यापित किया।

[illegible] प्रकार के रोक से मुक्त पा

[illegible]

Endorsement of Certificate of Admissibility

under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian t, 1899, Schedule I or I-A, No. '05'. Also admissible under section 26(a) of the B. T. Act.

mp duty paid under Indian Stamp Act **Rs. 113500/-**
dl.Stamp duty paid under Municipal Act **Rs. 0/-**

Amt.Paid By N.J Stamp Paper	Rs.	5000/-
Amt.paid through Bank Challan	Rs.	137225/-

FEE PAID

Registration Fee

A1	21000	C	0	H1b	0	K1a	0	Lii	0
A8	0	D	0	H2	0	K1b	0	Liii	0
A9	0	DD	0	I	5000	K1c	0	Mb	25
A10	0	E	0	J1	0	K2	0	Na	0
B	0	H1a	0	J2	0	Li	0		
								TOTAL-	26025

LLR + Proc Fee		Service Charge
LLR	0	700
Proc.Fee	0	
Total	0	

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 26725

Registering Officer
Patna

ate: 16/08/2016

Endorsement under section 52

esented for registration at Registration Office, Patna on Tuesday, 16th August 2016 by Shamim Ara Md.Z Mallick by ofession Others. Status - Executant

Shamim Ara
16-8-16
gnature/L.T.I. of Presentant

Date:16/08/2016

Registering Officer
Patna

Endorsement under section 58

ecution is admitted by those Executants and Identified by the person (Identified by 'Md Ziyauddin Mallick' age)' Sex 'M', 'Umar Mallick', resident of 'Khajpura Patna'.), whose Names, Photographs, Fingerprints and gnatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

te : 16/08/2016

Endorsement of Certificate of Registration under section 60

gistered at Registration Office Patna in Book 1 Volume No. 208 on pages on 219 -246 , for the year 2016 and red in CD volume No. CD-31 year 2016 .The document no. is printed on the Front Page of the document.

Registering Officer
Patna

te : 16/08/2016

en No. : 10235 Year : 2016 S.No. : 9823 SCORE Ver.4.0 Deed No . : 8895

(60)

अन्दर मो० 134526 शब्दों में (रु०) मात्र

चतुर्थ प्रति
(कोषागार कार्यालय हेतु)

बिहार सरकार
निबंधन विभाग

गैरन्यायिक

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

1. पक्षकार का नाम/पता SKY Line Construction.
(जिसकी ओर से जमा किया जा रहा है)
2. दस्तावेज का प्रकार And Developer Partner Ship
3. निबंधन कार्यालय New Form Through its Partner Mst
4. पक्षकार एवं शाखा Regmi Khatoon W/o Late Md Imam Sio Late Md
5. भुगतान की जानेवाली राशि का विवरण Zafar Ko Jamin Gali Sulzi

क्र०सं०	भुगतान का मद एवं शीर्ष	रकम
(क)	स्टाम्प शुल्क-मुख्य शीर्ष-0030-स्टाम्प एवं पंजीकरण शुल्क उप मुख्य शीर्ष 02-स्टाम्प शुल्क-न्यायिक लघु शीर्ष-103 दस्तावेजों पर स्टाम्प शुल्क उप शीर्ष 0001, सकल प्राप्तियाँ प्राथमिक इकाई-7540 सकल प्राप्तियाँ **विपत्र कोड-R003002103000 1**	108500
(ख)	निबंधन शुल्क-मुख्य शीर्ष-0030 स्टाम्प एवं पंजीकरण शुल्क उप मुख्य शीर्ष-03 पंजीकरण शुल्क, लघु शीर्ष-03 दस्तावेजों का पंजीकरण शुल्क-उप शीर्ष 0001, प्राथमिक इकाई-7540 सकल प्राप्तियाँ **विपत्र कोड-R003003104000 1**	20,000 5000 1000 25
(ग)	भूस्वामी शुल्क-मुख्य शीर्ष-0029 भू राजस्व लघु शीर्ष-800 अन्य प्राप्तियाँ-उप शीर्ष-0006 अन्य मदें-प्राथमिक इकाई-7540 भूमि निबंधन शुल्क से आय **विपत्र कोड-R002900800000 6**	26025 1
	भुगतान का माध्यम : नगद/चेक/डाफ्ट कुल राशि (शब्दों में) One Lakh Thirty Four Thousand Five Hundred Twenty Five Only	134525

स्थान Patna जमाकर्त्ता का नाम एवं हस्ताक्षर
ताऱीख 12/8/22

चेक/डाफ्ट का विवरण पीठ पर अंकित कर दें।
चेक/डाफ्ट की राशि वसूल होने के पश्चात ही मान्य होगी।

Md. Ali Imam

FOR USE OF THE BANK

स्क्रौल नं०..... तारीख..... उपर्युक्त कार्यालय
संख्या 05 में दर्ज गये विवरण के अनुसार ..... प्राप्त किया।
शब्दों में .....

प्राधिकृत पदाधिकारी का
हस्ताक्षर एवं मुहर

निबंधन हेतु सर्विस चार्ज जमा करने का विवरण

बैंक में संधारण हेतु
जमाकर्त्ता का पता :.....
राशि रु० :..... शब्दों में..... एजेंसी कोड सं० :
जमा करने की तिथि :.....
बैंक स्क्रौल सं०