

भारतीय गैर न्यायिक

एक सौ रुपये

रु. 100



सत्यमेव जयते

Rs. 100

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

बिहार BIHAR

Serial No. 13711

12089 19-11-16 100

R 064347

Deed No. 12369

Govt. of Bihar
District Registry Office, Patna

Summary of Endorsement

This document was presented for registration on 06/12/2016 by Arfeen Shamsi (Agn)
A Stamp Duty of Rs. 300100/- and other Fees of Rs. 25525/- 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. 12369 in Book No. 1 Volume No. 292 on pages from
576 to 595 and has been preserved in total 20 pages in C.D. No. 44 / Year 2016

Date 06/12/2016

Token No: 14318/2016

Signature with Date

(Prashant Kumar)

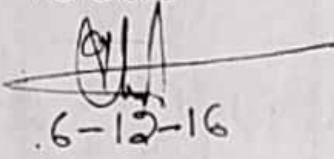
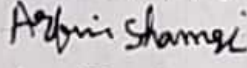
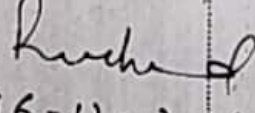
Registering Officer, Patna

SCANNED BY

Development Agreement

Arfeen Shamsi

6.12.16

PresType	Name	Photo	Thumb	Index	Middle	Ring
Claimant	Md. Abid Seraj					
Sig.	 6/12/16					
Claimant	Md. Chand					
Sig.	 6-12-16					
Presented By	Arfeen Shamsi (Agn)					
Sig.	 6.12.16					
Executant	Arfeen Shamsi (Agn)	☒ Photo	☒ Thumb	☒ Index	☒ Middle	☒ Ring
Sig.						
Executant	Sabahuddin Ali Ahmad (Pri)	☒ Photo	☒ Thumb	☒ Index	☒ Middle	☒ Ring
Sig.						
Identified By	Reyaz Ahmad					
Sig.	 06-12-2016					



SCORE Ver. 4.0
Arfeen Shamsi
6.12.16

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

Arfeen Shamsi Wife of Reyaz Ahmad resident of B-70, Alinagar Colony, P.S – Gardanibagh, Dist – Patna, who is own Sister and lawful Attorney through General Power of Attorney bearing No – 974, Book no- 04, Volume no-23, Pages no- 169 to 178 registered at Patna on dated 16.11.2016 of Dr. Sabahuddin Ali

Ahmad son of Dr. Manzoor Ahmad Shamsi, resident of Ekhattha, Post- Ekhattha and P.s – Khutana and District – Madhubani and Present residing of Ali Nagar Colony, Post – Anisabad, P.s – Gardanibagh and District Patna Nationality Indian now residing of 07, the Crescent Grange manor, Lucan Co Dublin Ireland herein after called the land owner which expression shall unless repugnant to the context shall mean and include her/his heirs, successors, assigners of the First Part.

AND

2. NAME OF THE EXECUTEE (DEVELOPER)

M/s A-One Construction (कन्स्ट्रक्शन), a Partnership firm, a Partnership Firm/Company incorporated under the Company's Act, 1956 and having its registered office at Office at ground Floor, A-One Rahman at Karhala Road, Phulwari Sharif, P.S Phulwari Sharif, P.O Phulwari Sharif and District Patna through its managing Partners as follows

(I) Md. Chand Son of Late Hebibul, Rahman resident of Rahman Manzil Bhawar Pokhar, P.O - Bankipore, P.S- Pirbahore and District Patna, Nationality Indian.

(II) Md. Abid Seraj son Of Md. Serajuddin resident Of Raja Bazar Samanpura, P.O- B.V College, P.S- Shastri Nagar and

Arfeen Shamsi

6-12-16

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District Patna, Nationality Indian Hereinafter called the developer his/her office directors, promoter, partners, legal representatives assignees and interest of the second party.

WHERE AS, The property more fully described in schedule-I of this deed is bearing the purchased property of the land owner Dr. Dr. Sabahuddin' Ali Ahmad, by virtue of absolute sale deed no- 601 Book No 1, Volume No- 26 ,Pages 421 to 424, on Dated 30-01-1996 which was registered at Patna Registry Office purchased from The Alba Co-operative House Construction Society Ltd .Patna ,registered under the Bihar and Orissa Co-operative society Act 1935 having its certificate No. 13/Pat/(Zila) 1990 and from the date of purchased the said land owner separately owned and possessed the same as absolute owner thereof.

AND WHEREAS, the land owner covenant that the aforesaid properties are in their 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 in the whole or part of the said properties owned and possessed the same as they came and remained in peaceful physical and exclusive possession over the same as absolute owner.

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

2. That the first parties have not created any encumbrances on the said property or any part thereof by way of sale, mortgage,

Asif Shams
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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 have been received, served on either by the P.M.C, Income Tax 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, desire, injunctions, orders, lease pending, notice, petitions orders notice, or any part thereof.
5. That apart from the first part one and first part two 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 of partnership or co-sharer in any joint family in any other manner howsoever.
6. That the first part one and first part two are 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
7. First Part are interested in getting residential building/ buildings developed and constructed on the said properties
8. First Part by amalgamating their said properties to subject to Nagar Parishad Phulwari Sharif Patna or any other competent authority approval.
9. The aforesaid Managing Director, developer (second party) offered to develop and construct at its own cost residential

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building/buildings consisting of Flats and parking space on the said property of the first part One and First Part Two.

10. As a result of the negotiations between the parties, described at page one of this deed here to and on the representations and declaration made by the landowners as here in recorded. An agreement for development of the said property by the aforesaid Managing Director, developers has been arrived at between the parties hereto on terms and condition hereinafter appearing.

NOW THIS DEED PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:-

1. The first parties hereby appoints the aforesaid Managing Director, developer of the said property and grants to the developer who hereby accepts from the first party right to develop the said property in schedule hereunder written in the manner and on the terms and conditions hereinafter mentioned.
2. Immediately after the execution and registration of this development agreement, the developer shall proceed expeditiously with preparation of the plans, Drawing of the said building.
3. The developer shall submit the plan of the building for sanction to Nagar Parishad Phulwari sharif, Patna and or any other competent authorities. The first parties shall have no objection if the aforesaid building plans are submitted to the local authority (i.e) in the name of the first party or any other permission, approvals and obtained in his name and agreed to sign all such papers that may be deemed legally and necessary by the developers for the same. However, all fees, costs, charges and expenses relating to such approval sanctions shall be borne by the developer (2nd party).

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22. That the first party hereby authorizes the developer full freedom to do all legal acts deed and things as necessary 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 sale. After handing over the shares of land owner.

Ashim Shamsi

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

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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.

6-12-16

25. To put up sign boards depicting name of the scheme "A-One Shamsi Enclave" 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 1st parties and to appear/represent, him during the legal process in any court in respect of schedule property with a written information to First Parties.

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.

11
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 (2nd party) will solely be responsible for the repayment of loan etc and the 1st parties will not be in any way responsible for the same.

29. As far as the total built-up area minor variations therein 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 principle 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 2nd party shall construct the aforesaid building by using good quality building materials as per specification which is enclosed here as schedule-B and 2nd 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 as 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 enjoy

As per Shomra
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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 land 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 in 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 unless differed from specification of Schedule C and sanctioned Map. However the land owner or his nominee or nominees shall have free hand unfettered access to the construction site at all reasonable time and they shall be free to check the 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 to any compensation from the first party for any damages, loss or destruction of such works or material or equipment arising from the 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.

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38. That it is agreed between the parties that the proposed building complex will be consist of G+5th Floors including Basement or Excluding Basement. If the Basement is approved by authorities and constructed are 5th (Fifth) floor will be also divided as per the share of parties to this agreement described in Paragraph 4 and 5 of this agreement.
39. That it is agreed that the original document of this deed will be possessed by the second party (Developer) and the true photo copy of the said deed will be possessed by each of the first parties (Landowner).

Asif Sharif
6.12.16

SCHEDULE- I

Full description of the land as hereunder of First party

The right, title interest of the (Land owner) in all the piece of parcel of vacant land measuring an area of 10888 sq.ft or 24.99 dis situated at Mauza – Hussainpur Phulwari alias Ranipur, P.S.– Phulwari sharif, and District – Patna, Sub Registry office Phulwari Sharif and Sadar Registry Office and District Patna under Tauzi No. 5166, P.S. No.– 35, (Thirty Five), Khata No. 1467 (One Thousand Four Hundred Sixty Seven) and Cadastral Survey Plot No. 3934 (Three Thousand Nine Hundred Thirty Four) and annual rent Rs. 1.50 /- payable to Circle officer Phulwari Sharif Dist. Patna., which is Dimension and boundary as follows:-

6/12/16
6-12-16

DIMENSION

By North :- 128 Ft. 00 inch

By South :- 128 Ft. 00 inch

By East :- 85 Ft. 00 inch

By West :- 85 Ft. 00 inch

BOUNDARY

North :- Others Plot

South :- Branch Road

East :- Branch Road

West :- Branch Road

Schedule-II**General specification**

(a)	Foundation	R.C.C Raft foundation as per design of structural consultants
(b)	Plinth	Car parking over R.C.C capping beam and and D.P.C with water proofing compound
(c)	Super structure	R.C.C framed structure with partition wall of class -A bricks work with cement mortar 1:4
(d)	Plaster	All surfaces shall be plasters with cement mortar (1:4)
(e)	Flooring	Good quality of vitrified tiles will be provided
(f)	Electric Wiring	Concealed P.V.C conduit wiring using copper conductor accessories.
(g)	Kitchen	Kitchen top slab of granite 2' ft. height glazed tiles on dado with steel sink and medium quality of ISI mark C.P fittings.
(h)	Bathroom	Antiskid floor tiles flooring and glazed tiles on all walls up to Ceiling with ISI mark C.P fitting and good quality sanitary Ware.

As per Sharnal

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		Wash basin concealed with G.I Pipe with hot and cold water arrangement in shower.
(h)	Interior Finish:	All interior surfaces shall be provided with Wall putty.
(h)	Exterior Finish	Weather resistance paint shall be providing in exterior portion of the building.
(h)	Door:	Sal Wood door frames, factory made commercial ply wood flush door ISI mark be provided
(l)	Window:	Fully glazed Aluminum windows shall be provided.
(j)	Painting	Door frame and door shutter shall be painted with enamel paint of approved make and shade.
(k)	Lift:	New Lift facility shall be provided as standard quality
(l)	Intercom:	Intercom point facility will be provided.
(m)	Plumbing:	All internal G.I pipes shall be concealed.
(n)	Generator	One Common 100 -200 kw generator will be installed to supply for Power Back
(o)	Transformer	Separate transformer for electric Supply aforesaid building.

As per Shamsi
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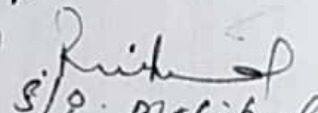
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[Signature]
6/12/16

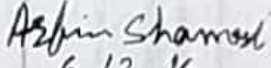
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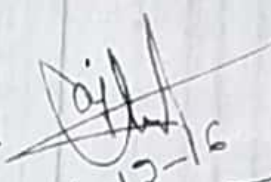
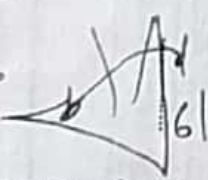
- (a) Total Area of Vacant Land – 10888 Sq.ft = 24.99 Dis
- (b) Total Cost Of land Value Comes to 1,50,00,000/- (One Crore Fifty Lacs Only)
- (c) Stamp Duty is according paid by N.J Stamp, and through Bank Challan .

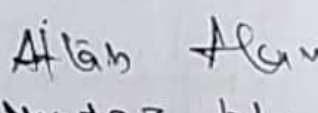
IN WITNESS WHEREOF the parties have put their Signature in presence of the Witnesses on this day month and year mentioned above.

WITNESSES :-

① 
S/o Mohibul Haran
B-70 Ali Nagar
colony Anisabad
palna -


6.12.16
Signature of the Landowner


6-12-16

6/12/16
Signature of the Developer

② 
S/o Munir Khan
Gujpur
Phulwar Sharif
Gujpur
6-12-16

संज्ञक मसौल में चालान मिलाया
एवं सत्यापित किया।
06-12-16
गभारी लिपिक

प्रकार के रोक से पुस्तक का
06-12-16
गभारी लिपिक

Endorsement of Certificate of Admissibility

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

Stamp duty paid under Indian Stamp Act Rs. 300100/-
Addl. Stamp duty paid under Municipal Act Rs. 0/-

Amt. Paid By N.J Stamp Paper Rs. 100/-
Amt. paid through Bank Challan Rs. 325525/-

Registration Fee										
FEE PAID	A1	20000	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-									25025

LLR + Proc Fee		Service Charge
LLR	0	500
Proc.Fee	0	
Total	0	

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 25525

Date: 06/12/2016

Registering Officer
Patna

Endorsement under section 52

Presented for registration at Registration Office, Patna on Tuesday, 06th December 2016 by Arfeen Shamsi (Agn) W/O Reyaz Ahmad by profession Others. Status - Executant

Arfeen Shamsi

Signature/L.T.I. of Presentant

Date: 06/12/2016

6.12.16

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Reyaz Ahmad' age '63' Sex 'M', 'Mohibul Hasan', resident of 'B-70, Alinagar Colony, Gardanibagh, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 06/12/2016

Registering Officer
Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna In Book 1 Volume No. 292 on pages on 576 -595 , for the year 2016 and stored in CD volume No. CD-44 year 2016 .The document no. is printed on the Front Page of the document.

Date : 06/12/2016

Token No. : 14318

Year : 2016

S.No. :

13711

SCORE Ver.4.0

Deed No. : 12369

Registering Officer
Patna

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000

INDIA

W 505083

Deed No. 3044

क्र० सं० 507 तिथि 02/05/17 मूल्य 10000/-

पता का नाम एवं पता

Govt. of Bihar

Sub Registry Office, Phulwarisharif

Summary of Endorsement

This document was presented for registration on 02/05/2017 by Farhana Bano. A Stamp Duty of Rs. 81900/- and other Fees of Rs. 20500/- 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. 3044 in Book No. 1, Volume No. 41 on pages from 49 to 66 and has been preserved in total 18 pages in C.D. No. 7 / Year 2017

Signature with Date
(prashant kumar)

Registering Officer, Phulwarisharif

Date: 02/05/2017

Token No: 3221 / 2017

SCANNED

By: Ajay Kumar

जाँचा

Development Agreement

Farhana Bano

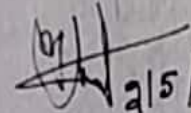
Sub District Registry Office, Phulwarisharif

Token Number 3221 Reg. Year 2017 Serial Number 3093 Deed Number

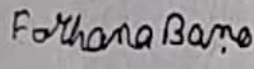
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Claimant Md Abid Seraj

Sig.  2/5/17

Claimant Md Chand

Sig.  2/5/17

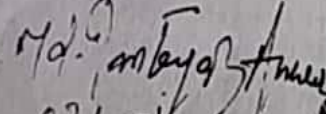
Presented Farhana Bano
By

Sig.  2-5-2017

Executant Farhana Bano

Sig.

Identified Md Imteyaz Anwar
By

Sig.  02/05/2017

Photo

Thumb

Index

Middle

Ring



☒ Photo

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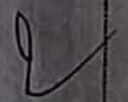
☒ Ring



SCORE
Ver.4.0

Powered by ILS&FS Technologies Ltd.

Biometric Captured By 2802


Farhana Bano
2-5-17

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

Mrs. Farhana Bano daughter of Late Md. Izharul Haque, Resident of Flat no- 306, Vishal Apartment, Mahendru, Patna, Ps.-Pirbahore and District Patna Nationality Indian herein after called the land owner which expression shall unless repugnant to the context shall mean and include her/his heirs, successors, assigners of the First Part.

'AND

2. NAME OF THE EXECUTEE (DEVELOPER)

M/s A-One Construction, a Partnership firm, a Partnership Firm/Company incorporated under the Company's Act, 1956 and having its registered office at Office at ground Floor, A-One Rahman at Karbala Road, Phulwari Sharif, P.S Phulwari Sharif, P.O Phulwari Sharif and District Patna through its managing Partners as follows

- (I) Md. Chand Son of Late Hebibul, Rahman resident of " Rahman Manzil " Bhawar Pokhar, P.O - Bankipore, P.S- Pirbahore and District Patna, Nationality Indian,
- (II) Md. Abid Seraj son Of Md. Serajuddin resident Of Raja Bazar Samanpura, P.O- B.V College, P.S- Shastri Nagar and District Patna, Nationality Indian Hereinafter called the developer his/her office directors, promoter, partners, legal representatives assignees and interest of the second party.

WHERE AS, The property more fully described in schedule-I of this deed is bearing the purchased property of the land owner Mrs. Farhana Bano, by virtue of absolute sale deed no- R-3-Ba-Ba-Ba

Farhana Bano

21/5/17

21/5/17

450/97, Book No 1, on Dated 10.06.1997 which was registered at Mumbai Office purchased from (I) Indradeo Singh (II) Akhileshwar Prasad Singh (III) Indradeep Singh (IV) Amaresh Singh (V) Sanjay Kumar and (VI) Munna Kumar all sons of Late Shahdeo Singh (VII) Ramanuj Singh son of Sri Awadh Sharan Singh all resident of village Ranipur Post and P.s Phulwari Sharif and District Patna through their Constituted attorney Mr. Mohammad Zeyaul Haque Son of late Md. Maqsood Alam resident of Flat No-306, Vishal Apartment Mahendru, Patna -6, Police Station- Pirbahore and District Patna Vide Power no- 21 and 22 on dated 20.01.1997.

AND Whereas Depreciate amount Rs. 92,450/- (Ninety Two thousand Four Hundred Fifty rupees) only buy Non- Judicial Stamp Paper from Patna Treasury and then submit enclosed original document to Patna Registry office and then authorized in respect ref. no- 128 and from the date of purchased the said land owner separately owned and possessed the same as absolute owner thereof.

AND WHEREAS, the land owner covenant that the aforesaid properties are in their 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 in the whole or part of the said properties owned and possessed the same as they came and remained in peaceful physical and exclusive possession over the same as absolute owner.

1. 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 encumbrances to



F. Zeyaul Haque

21/5/17

21/5/17

4
transfer and convey the whole or part of the said property having a fully marketable title thereby.

2. That the first parties 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 have been received, served on either by the P.M.C, Income Tax 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, desire, injunctions, orders, lease pending, notice, petitions orders notice, or any part thereof.
5. That apart from the first part one and first part two 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 of partnership or co-sharer in any joint family in any other manner howsoever.
6. That the first part one and first part two are 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
7. First Part are interested in getting residential building/ buildings developed and constructed on the said properties

Parkhena Bano

11/5/17

21/5/17



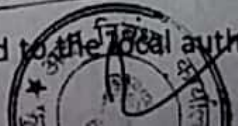
8. First Part by amalgamating their said properties to subject to Nagar parishad Phulwari Sharif Patna, or any other competent authority approval.
9. The aforesaid Managing Director, developer (second party) offered to develop and construct at its own cost residential building/buildings consisting of Flats and parking space on the said property of the first part One and First Part Two.
10. As a result of the negotiations between the parties described at page one of this deed here to and on the representations and declaration made by the landowners as here in recorded. An agreement for development of the said property by the aforesaid Managing Director, developers has been arrived at between the parties hereto on terms and condition hereinafter appearing.

NOW THIS DEED PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:-

1. The first parties hereby appoints the aforesaid Managing Director, developer of the said property and grants to the developer who hereby accepts from the first party right to develop the said property in schedule hereunder written in the manner and on the terms and conditions hereinafter mentioned.
2. Immediately after the execution and registration of this development agreement, the developer shall proceed expeditiously with preparation of the plans, Drawing of the said building.
3. The developer shall submit the plan of the building for sanction to Nagar Parishad Phulwari sharif, Patna and or any other competent authorities. The first parties shall have no objection if the aforesaid building plans are submitted to the local authority (i.e) in the name

Farhana Bano

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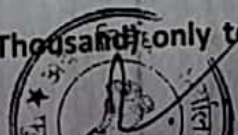
of the first party or any other permission, approvals and obtained in his name and agreed to sign all such papers that may be deemed legally and necessary by the developers for the same. However, all fees, costs, charges and expenses relating to such approval sanctions shall be borne by the developer (2nd 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 **47% (Forty Seven 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 **53% (Fifty Three percent)** of the total built-up area including parking space.
6. Common space will be used by Land owner (1st party) and developer (2nd party) jointly.
7. That the developer shall construct the building complete in every respect with irrevocable conditions within 42 months i.e 03 years 06 Months from the date of sanction of the map from PMC/Nagar Parisad Phulwari Sharif or any other legal authorities whichever is earlier with a grace period of six (06) months for unseen 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 6 month, that is 42 month(Forty Two) from the date of this agreement, The Managing Partners/Developer shall pay Rs 5,000/- (Five Thousand) only to the Land Owner of

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1st Part through separates check as defaulter every month till the completion and possession of land owner described at page No 01 this deed or till the dissolution of this agreement.

It is agreed between the parties that this agreement can be dissolved by land owner (Both Parties) only on the ground of major variations from the specification described in Schedule II of this deed by the Developer or his agent, engineer, Technician or after completion of 42 month (Forty Two) as described in Paragraph 7 & 8 of this deed or any deviation from any clause of this agreement.

The entire construction of the proposed building on the said piece of land shall be completed as per specification fully provided at schedule C at the cost arranged by the builders alone. The 1st parties shall not be financially responsible in any way.

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

It is further agreed and undertaken by the developer that the 1st party (Land owner) shall have right, title, ownership interest over the super built-up area **47 % (Forty Seven percent)** of the total area, including car parking space. The 1st party shall fully enjoy the above super built-up area either themselves or

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fit by the 1st parties to any person, association, government agencies etc. On such term and conditions as may be decided by the owner individually or collectively.

13. Similarly, the developers shall exclusively be entitled to the developer's area **53 % (Fifty Three percent)** including car parking space. And he shall have absolute right, title and interest over the developer area as per this deed of agreement executed between 1st parties and the developer. The developer shall be fully entitled to enjoy 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 developer to any person, association of person, firms, body, corporate, co-operative society, government agencies etc. on such term and condition as may be decided by the developers.
14. It is hereby expressly irrevocably agreed & declared by the land owner that delivery of possession of 1st parties area **47 % (Forty Seven percent)** of the total built-up area, including car parking space of the said building in the manner provided herein as paragraph 4 of 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 1st parties to the developer.
15. The 1st party shall at no time demand sum or premium or any interest in dealing regarding transfer of developers area **53 % (Fifty Three Percent)** and the land owner shall execute all such deeds and documents as may be 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

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plot by the owner to the developer and shall not be deemed to bind the parties here to expect specifically recorded here in.

17. The First party hereby irrevocably undertakes not to sale, dispose of ,alienate ,changes, encumbrance, lease or otherwise transfer the said property or any party thereof during the currency period of this agreement and undertakes 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 this agreement try to dispossess the developer from the said property.
18. The developer shall develop property in their own names and account and 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 legal acts, 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 herein.
20. The developer shall be entitled to enter into agreement for sale or otherwise to allots Flats and parking space and other tenements comprised in the developers share in the said buildings which does not form part to Land Owner's share and developer shall, exclusively be entitled to realize all amounts receivable under such agreements deeds of allotment etc. in respect of the developer share.

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21. After delivery of the Land Owner all going in respect of said property and the said building therein all taxes/charges shall be borne and paid by the owner and the developer and their nominees proportionate to their respective shares in the total built-up area.
22. That the first party hereby authorizes the developer full freedom to do all legal acts deed and things as necessary 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 sale. After handing over the shares of land owner.
23. To appoint technical persons, architects, engineers, surveyors, contractors and management personnel etc. 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 "A-One Enclave" 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 1st parties and to appear/represent, him during the legal process in any court in respect of schedule property with a written information to First Parties.

Fatima Bano

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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 (2nd party) will solely be responsible for the repayment of loan etc and the 1st parties will not be in any way responsible for the same.
29. As far as the total built-up area minor variations therein 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 principle 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 2nd party shall construct the aforesaid building by using good quality building materials as per specification which is enclosed here as schedule-B and 2nd 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 as 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 or its nominee or nominees

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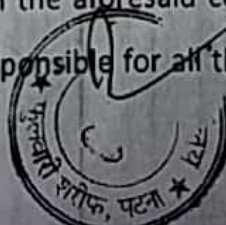


so that no hindrance or obstruction is caused to the DEVELOPER in carrying out and discharge its obligation under these present and thereby giving the DEVELOPER right and authority to have enjoy peaceful possession of the said property for the purpose and to do all acts, and/or things that may be necessary 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 land 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 in 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 unless differed from specification of Schedule C and sanctioned Map. However the land owner or his nominee or nominees shall have free hand unfettered access to the construction site at all reasonable time and they shall be free to check the 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 to any compensation from the first party for any damages, loss or destruction of such works or material or equipment arising from the 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

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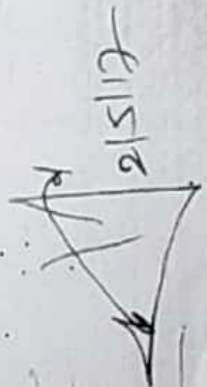
the same under the workmen Compensation Act or any other acts in force.

38. That it is agreed between the parties that the proposed building complex will be consist of G+5th Floors including Basement or Excluding Basement. If the Basement is approved by authorities and constructed are 5th (Fifth) floor will be also divided as per the share of parties to this agreement described in Paragraph 4 and 5 of this agreement.

39. That it is agreed that the original document of this deed will be possessed by the second party (Developer) and the true photo copy of the said deed will be possessed by each of the first parties (Landowner).

40. That the proportionate Share of the Landowner and DEVELOPER in the total built up area 9652 Sq.ft of the aforesaid Project Shall be in the ratio of 47 % is the Share of the landowner area 4536.44 sq.ft and the rest 53 % area shall be Developer's Share area 5115.56 sq.ft.

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SCHEDULE- I

Full description of the land as hereunder of First party

The right, title interest of the (Land owner) in all the piece of parcel of vacant land measuring an area of 2970 sq.ft or 6.81 dis situated at Mauza - Hussainpur Phulwari alias Ranipur, P.S.- Phulwari sharif, and District - Patna, Sub Registry office Phulwari Sharif and Sadar Registry Office and District Patna under Tauzi No.



5166, P.S. No.- 35, (Thirty Five), Khata No. 1008 (One Thousand Eight) and Survey Part Plot No. 3871 (Three Thousand Eight Hundred Seventy One) and annual rent Rs. 4.10 /- payable to Circle officer Phulwari Sharif Dist. Patna., which is boundary as follows:-

BOUNDARY

North :- Md. Haseeb

South :- Dr. Sabahuddin

East :- Branch Road

West :- Md Fahim

Fathana Bano

Schedule-II

General specification

(a)	Foundation	R.C.C Raft foundation as per design of structural consultants
(b)	Plinth	Car parking over R.C.C capping beam and and D.P.C with water proofing compound
(c)	Super structure	R.C.C framed structure with partition wall of class -A bricks work with cement mortar 1:4
(d)	Plaster	All surfaces shall be plasters with cement mortar (1:4)
(e)	Flooring	Good quality of vitrified tiles will be provided
(f)	Electric Wiring	Concealed P.V.C conduit wiring using copper conductor accessories.
(g)	Kitchen	Kitchen top slab of granite 2' ft. height glazed tiles on dado with steel sink and medium quality of ISI mark C.P fittings.

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(h)	Bathroom	Antiskid floor tiles flooring and glazed tiles on all walls up to Ceiling with ISI mark C.P fitting and good quality sanitary Ware. Wash basin concealed with G.I Pipe with hot and cold water arrangement in shower.
(h)	Interior Finish:	All interior surfaces shall be provided with Wall putty.
(h)	Exterior Finish	Weather resistance paint shall be providing in exterior portion of the building.
(h)	Door:	Sal Wood door frames, factory made commercial ply wood flush door ISI mark shall be provided
(l)	Window:	Fully glazed Aluminum windows shall be provided.
(j)	Painting	Door frame shall be painted with enamel paint of approved make and shade.
(k)	Lift:	New Lift facility shall be provided as standard quality
(l)	Intercom:	Intercom point facility will be provided.
(m)	Plumbing:	All internal G.I pipes shall be concealed.
(n)	Generator	One Common 100 -200 kw generator will be installed to supply for Power Back
(o)	Transformer	Separate transformer for electric Supply aforesaid building.

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SCHEDULED II

- (a) Total Area of Vacant Land - 2970 Sq.ft = 6.81 Dis
 (b) Total Cost Of land Value Comes to 40,92,000/- (Forty Lacs Ninety Two Thousand Only)
 (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 :-

Fathama Bano
Signature of the Landowner

Md. Zeyarul Haque
 s/o Late Md. Majid Khan.
 Flat no. 306
 Verbal Agreement
 Bareilly
 To. Malviya Bhai - 1

(Md. Chand)

(Md. Abid Senaj)

Signature of the Developer/Executtee

Md. Imtiaz Anwar
 s/o Late Md. Sabir
 Alba Colony, Phulwara
 Sharif, Patna.

Drafted By

Md. Jemesar

R/o Isapur Ps Phulwara Sharif

Sist. Patra. L.N. 11612



बालान मिलाया

11/11/17

Endorsement of Certificate of Admissibility 38

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

Stamp duty paid under Indian Stamp Act Rs. 81900/-
Add Stamp duty paid under Municipal Act Rs. 0/-

Amt.Paid By N.J Stamp Paper Rs. 1000/-
Amt,paid through Bank Challan Rs. 101400/-

Registration Fee										
FEE PAID	A1	20000	C	0	H1b	0	K1a	0	LII	0
	A8	0	D	0	H2	0	K1b	0	LIII	0
	A9	0	DD	0	I	0	K1c	0	Mb	0
	A10	0	E	0	J1	0	K2	0	Na	0
	B	0	H1a	0	J2	0	LI	0		
	TOTAL-									20000

LLR + Proc Fee		Service Charge	
LLR	0	500	
Proc.Fee	0		
Total	0		

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 20500

Date: 02/05/2017

Registering Officer
Phulwarisharif

Endorsement under section 52

Presented for registration at Registration Office, Phulwarisharif on Tuesday, 02nd May 2017 by Farhana Bano D/O Late Md.Izharul Haque by profession Others. Status - Executant

Farhana Bano

Signature/L.T.I. of Presentant

Date:02/05/2017

Registering Officer
Phulwarisharif

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Md Imteyaz Anwar' age '47' Sex 'M', 'Sabir Husain', resident of 'Alba Colony Phulwar Sharif,dist-Patna'), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Phulwarisharif

Date : 02/05/2017

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Phulwarisharif in Book 1 Volume No. 41 on pages on 49 -66, for the year 2017 and stored in CD volume No. CD-7 year 2017 .The document no. is printed on the Front Page of the document.

Registering Officer
Phulwarisharif

Deed No. : d No. : 3044

Date : 02/05/2017

Token No. : 3221 Year : 2017 S.No. :

