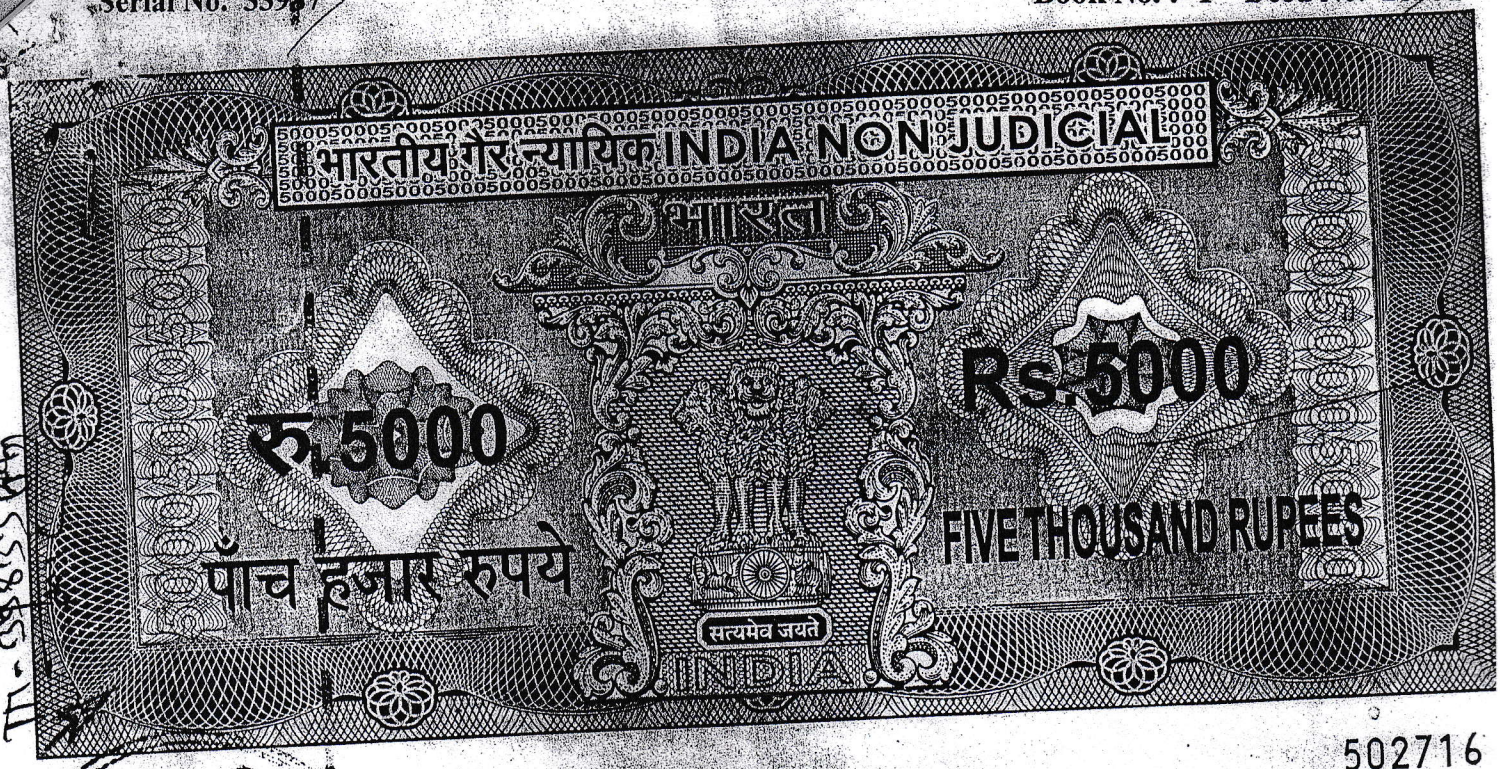
Serial No. 33987 Book No. :- 1 Deed No. 28251



502716

बिहार BIHAR

Serial No. 33987 Deed No. 28251

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

This document was presented for registration on 02/11/2012 by Devendra Kumar Sinha.
A Stamp Duty of Rs. 227300/- and other Fees of Rs. 979/- 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. 28251 in Book No. 1, Volume No. 544 on pages from 233 to 250 and has been preserved in total 18 pages in C.D. No. 85 / Year 2012.

SCORE 3.0

Date: 02/11/2012 Token No: 34833 /2012

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

DEED OF DEVELOPMENT AGREEMENT
BETWEEN OWNER AND DEVELOPERS

This deed of agreement between owner and developers executed on **1st** day of **November, 2012**

BETWEEN

OWNER : Sri Devendra Kumar Sinha son of Late Ram Swarup Sinha, resident of Village-Bakerpur, P.S.-Punpun

District Registry Office

Deed

Number 34833 Reg. Year 2012 Serial Number 33987

Type	Name	Photo	Thumb	Index	Middle	Ring
ented	Devendra Kumar Sinha					
g.	Devendra Kumar Sinha 02/11/2012					
laimant	Deepak Kumar (Partner)					
Sig.	Deepak Kumar 2/11/12					
Executant	Devendra Kumar Sinha	N/A	N/A	N/A	N/A	N/A
Sig.						
Claimant	Arvind Kumar(Parter)					
Sig.	Arvind Kumar 02.11.2012					
Identified By	Vivekanand Prasad					
Sig.	Vivekanand Pd. 2/11/12					

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

Distt.-Patna presently residing at 'Dharm Shobha' Bailey Road, P.S.-Kotwali, Town and Distt.-Patna, by faith Hindu, Indian citizen hereinafter referred to as 'OWNER' which expression shall mean and include his heirs, successors, legal representatives, executors, receivers, administrators and assigns of the one part, unless there is anything repugnant or con[illegible] the context.

AND

M/s MAGADH HOMES

a Partnership Firm registered under Indian Partnership Act, 1961 having its office in front of Tewary Bechar, Main Road, Kankarbagh, Town and Distt.-Patna consisting of seven partners

1. **Sri Deepak Kumar** s/o Sri Umesh Prasad Singh, resident of village Chainpur, P.O.-Sartha, P.S.-Harnaut, Distt.-Nalanda, Bihar.
2. **Sri Dipesh Kumar** s/o Sri Umesh Prasad Singh, resident of village Chainpur, P.O.-Sartha, P.S.-Harnaut, Distt.-Nalanda, Bihar.
3. **Sri Rajeev Kumar** s/o Sri Umesh Prasad Singh, resident of village Chainpur, P.O.-Sartha, P.S.-Harnaut, Distt.-Nalanda, Bihar.
4. **Sri Manoj Kumar** s/o Sri Birendra Kumar, resident of village Sripalpur, P.O.-Sripalpur, Punpun, Distt.-Patna, Bihar.
5. **Sri Arvind Kumar** s/o Late Parmeshwar Mahto, resident of Hari Bhawan, Roti Restaurant Gali, Boring Road, Patna, Bihar.
6. **Sri Vijay Kumar** s/o Sri Jagdish Prasad, resident of Mirachak, P.O.-Bind, Distt.-Nalanda, Bihar.
7. **Sri Shashank Shekhar Prasad** s/o Sri Jagdish Prasad, resident of Mirachak, P.O.-Bind, Distt.-Nalanda, Bihar.

The firm is represented by two of its partners Sri Deepak Kumar and Sri Arvind Kumar who are authorized by other [illegible] (which expression shall unless [illegible] context be deemed to include their executors, administrators, legal representatives and assigns).

THE OWNER represented that he is absolutely seized and possessed of the said plot of land or otherwise well and sufficiently entitled to the LAND PROPERTY described in the Schedule. The land is free from all encumbrances, charges,

Deepak Kumar 1/11/12
Arvind Kumar 01.11.2012
Vimal Singh
Bhawna 01/11/2012

liens, debts and any type of defects in its title and possession and is transferable, and saleable to any person.

Description of Land : A piece and parcel of land measuring more or less 19 Decimal (nineteen decimal) with tin shed one room measuring an area 120 sq.ft. and boundarywall, bearing Khata No.-16, Survey Plot No.-140 (Part), Thana No.-22, Tauzi No.-5170, Mauza-Jalalpur (Ramjaipal Path), pargana- Phulwari, P.S.- Danapur, in the town and district of Patna, under the sub registry office of the Danapur and District registry Office Patna the land is the purchased property of the above said Owner, through registered deed of absolute sale deed, executed by Sri Raman Kumar Singh son of Sri Dev Ishwar Prasad Singh Alias Sri Deveshwar Prasad Singh, resident of Village- Jalalpur, P.S.- Danapur, P.O.- Dhanout-Sahay Nagar, District- Patna at present residing at Boring Road, P.S.- Budha Colony, District- Patna, registered on 26.12.1996 by deed no.5430/1996 in Book No.1, Volume No.363/2007, pages from 37 to 60 on 19-04-2007. Since then he came in actual, physical, possession over the land fully described in Schedule at the foot of this deed and mutated their name in State Sirista and paying rent to the State of Bihar to Circle Office, Danapur.

NOW THE INDENTURE WITNESSETH

It is hereby agreed by and between the parties hereto as follows:

ARTICLE–I : COMMENCEMENT

The aforesaid Developer offered to develop and construct at its own cost, a multi-storeyed residential building on the said property of the owner and the owner agreed to acquire flats, parking spaces, other built-up area of the said building and left space/land as consideration for part of the said property to be share of the Owner or its nominees as according to his respective share for which this agreement shall be deemed to have commenced on and from with effect from the date of execution of this agreement.

ARTICLE–II: The Owner hereby appoints the aforesaid Developer as the Developer of the said property and grant to the Developer, who hereby accepts from the owner, the right to develop the said property in the manner and on the terms, conditions and stipulations hereinafter mentioned :-

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Virendra Kumar Singh 01/11/2012

2.1 The Developers and the Owner has jointly assessed that based on presently permissible FAR of under 2.5 as per Building Bye-laws, it shall be possible to achieve less than FAR value 2.5 and not more than 2.5, which shall be distributed over several floors of the said building and car parking.

2.2 Immediately after the execution of this Development Agreement, the Developer shall proceed expeditiously with preparation of the plans and drawing for the said building.

2.3 The Developer shall obtain consent/approval in writing of the Owner of the final plans of the said building before submitting the same for sanction to PRDA/PMC/Danapur Nagar Parisad or any local authority.

2.4 The Owner shall have no objection if the aforesaid building plans are submitted to the local authority/ies for sanction in the name of the Owner and the permissions, approvals are obtained in his name and agree to sign all such papers that may be deemed necessary by the Developer for the same. However, all fees, costs, charges and expenses relating to such approvals/sanctions, shall be borne by the Developer including deviation and correction charges, fees or fines etc.

2.5 The distribution of flats, parking and other portions of the building as well as un-constructed portion of the land shall be made between the Owner and Developers as per their respective percentage of share.

2.6 The Owner and his nominees shall solely and exclusively be entitled to the owner area and they shall have absolute right, title and interest over the owner area who shall be fully entitled to use and enjoy the same either themselves individually or collectively and shall be fully entitled to transfer, convey, grant otherwise alienate their interest, in any manner as deemed for by them to any person, association of persons, firms, body corporate, co-operative societies, Government agencies etc. on such terms and conditions as may be decided by the owner.

2.7 The Developers agree to construct and give possession of the Owner area to the Owner within a period of **Three** years. This stipulated period of Three years will start and be counted from the date of sanction of building plan from the PMC/DANAPUR NAGAR PARISAD/PRDA and

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Advocate Chamber Suits 01/11/2012

physical possession of the plot to the Owner and Allotment Agreement of Flats between Owner and Developers, whichever is later. Developer shall submit the building plan to PRDA/PMC/DANAPUR NAGAR PARISAD for sanction within three months from the date of agreement after completion of all required papers. The possession of the land is handed over to the builders/ developers on the date of execution of this agreement.

In case the Owner's area is not delivered fully finished and complete in all respect within the stipulated period of three years, the Developer shall pay to the Owner a sum of Rs.15/- (Rupees fifteen) only per sft. of the share area per month by way of damages till delivery of possession on pro-rata basis of physical possession of owner's share.

2.8 This agreement shall not ever be deemed to constitute a partnership of any sort between the parties hereto.

2.9 The owner shall be fully entitled to enter into Agreements for sale or otherwise allot flats, parking space and other tenements, comprised in the Owner's area in the said building which is 52% of the total area and same does not form part of the developer's area. Whenever required by the owner, the Developers will join as confirming party in all such Agreements, sale deeds, deed of allotment etc., that the owner may enter into and the owner shall exclusively be entitled to realize all amounts receivable under such Agreements, Sale deeds, deeds of allotment etc. for their own use.

2.10 The developer will not do any act of commission/ omission, expressly or impliedly, directly or indirectly by which the owner's right, title and interest over the said property may in any manner be adversely affected. However, the Developer shall have and hold right and discretion to get the said land mortgaged in regard to developer's share only with financial or other institutions through the owner for the purpose of arranging loans. In that event, the owner shall sign all the relevant papers, deeds etc. for the said purpose.

2.11 The developer shall indemnify the owner and always keep him indemnified and harmless in respect of all claims, damages, compensations or expenses payable in

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consequence of any injury or accident sustained by any work man, artisan or invites or other persons in the property whether in the employment of the developer or not while in or upon the said property and during the period of construction of the said building there on.

2.12 The Developer shall not create any charge or encumbrances over said property for its own benefit without the written consent of the owner.

2.13 It is specifically agreed that the Developers shall not create any charge of any nature on owner's share which is 52% and the charge created by the Developers shall be confined to his share i.e. 48% of the built-up area. In any event, the Developer shall not create any charge on the land under development.

2.14 The Developers shall handover building completion certificate, occupancy certificate, copy of approved plan and other required documents issued by competent authority as soon as obtained without any delay to owner. However physical possession of the share portion will be given immediately on completion.

At the time of handing over possession completion certificate will be given by the builders/architect along with approved plan to the owner.

2.15 The constructed area shall be within statutory limitation and not beyond statutory limitation.

2.16 The Developers shall hand over 52% of entire constructed and vacant area within a stipulated period of three years. This stipulated period of three years will start and counted from the date of sanction of building plan from the PMC/DANAPUR NAGAR PARISAD/PRDA and handing over physical possession of the plot to the developers and Allotment Agreement between Owner and Developers, whichever is later.

2.17 The Developers/Builders shall be responsible for any irregularity/illegality in the construction of the building and in case of any proceeding in the regard by any competent building regulatory authority/authorities, including PRDA and PMC/DANAPUR NAGAR PARISAD only the Developers/ Builders shall be answerable.

The Developers/Builders shall apply for a planning report from concerned authority and then apply for sanction of

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(7)

the sanctioned plan and after grant of sanction by PRDA/PMC/ DANAPUR NAGAR PARISAD shall construct the building as per the sanctioned plan, the landowner shall not be liable for deviation/deviations, if any, in construction of the building from the sanctioned building plan and in case of such happening the Developers/Builders shall take steps for regularization of such offending portions of the building before the concerned authorities. The Developers/Builders shall take steps for regularization of such offending portions of the building the concerned authorities in accordance with law. The Developers/ Builders shall be liable to pay the requisite amount towards condonation fee etc. to the concerned authorities.

2.18 The builders to prepare/revise/amend the building plan (subject to the consent and approval of the owner in writing) of the proposed multistoried building on the said property, process/es submit the same for the approval and sanction to the competent authority concerned in their own name and/or in the name of their nominees at their cost.

2.19 After the Registration of this Development Agreement in Registry Office, the Owner and Developers shall be entitled to sell or enter into agreement for sale or other agreement or mortgage their shares directly to its prospective buyers or any financial Institutions.

2.20 That after the completion of the construction of the building project developer/promoter/land owner shall be absolute owner of their respective shares and they will be entitled to sell/transfer as per Provisions of Bihar Apartment Ownerhip Act, 2006 u/s 5 (1) & 5 (2) and others.

2.21 That it is further agreed by the parties that any alteration in the approved building plan within the parameter of the PRDA (dissolved)/PMC/DANAPUR NAGAR PARISAD building rules and regulation which may be deemed necessary during or after the sanction of the building plan shall be done by the developer with the prior consent of the land Owner and the developer may alter such changes at its own risk and expenses. If any further construction will be made then the same shall be distributed between the land Owner and developer as per the above mentioned share. In case the entire building is required to demolish or is razed as a result of natural calamity and the building

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becomes inhabitable, all Owner, Developers and Purchasers, title holders to the building will have proportionate share of land. But no individual title holder is entitled to demolish his flat or building and demand share in the land.

ARTICLE –III: OWNER'S RIGHT AND REPRESENTATION

3.1 The OWNER is absolutely and indefeasibly seized and possessed of land or otherwise will be sufficiently entitled to the said land.

3.2 The said land is free from all encumbrances, charges, liens, lispendences, attachments, trusts, whatsoever and howsoever.

3.3 There is no notice or order passed by the PRDA/ Patna Municipal Corporation and/or other body or authority for set-back thereof and there is no requisition of what so ever nature by the municipality or other body or authority relating the said property.

3.4 That there are no statutory claim, demands, attachments or prohibitory orders made by the taxation authorities, revenue authorities or any government or other local bodied or authorities concerning or relating to the property or any part thereof.

ARTICLE –IV: DEVELOPER'S RIGHT

4.1

The OWNER shall after the delivery of physical possession i.e. from the date of execution of this agreement of the premises to the developer will allow developers staffs, workers, engineers, architects and agents etc. to enter into the said property, to enable the developers to carry out the various development works as mentioned in this agreement.

4.2

The owner hereby grant subject to terms and conditions provided hereinabove the exclusive right to the developers to build, construct and erect and complete the building at their exclusive cost and expenses and to commercially exploit the same by entering into agreement for sale/ or transfer and/or construction in respect of the developers allocation in accordance with the plan to be sanctioned by the PRDA/Patna Municipal Corporation/Danapur Nagar Parisad with or without amendment and / or modifications made or caused by the developers.

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4.3

That the developers shall be entitled to prepare, modify or alter the plan and to submit the same to the PRDA/Patna Municipal Corporation/Danapur Nagar Parisad inthe name of the developers/owner at Developers costs and the developers shall pay and bear all costs and fees including sanction fees, charges and expenses required to be paid or deposited for obtaining the sanction of the building plan by the PRDA/Patna Municipal Corporation/Danapur Nagar Parisad for construction of the building on the said land.

ARTICLE V: OWNER'S & DEVELOPERS SHARE

5.1

The developers shall at their own costs and expenses construct, erect and complete in all respects the building to be constructed on the said land and shares of both will be as under:

5.2

Owner's Share : 52% of the saleable area in form of Flats, Parking Space with all proportionate common facilities, amenities, spaces, electrical connection, genset, pump-water connection, stairs, roof, set-backs, lift and land etc.

5.3

Developer's Share : 48% of the saleable area in form of Flats, Parking Space with all proportionate common facilities, amenities, spaces, electrical connection, genset, pump-water connection, stairs, roof, set-backs and land etc.

ARTICLE VI: BUILDING SPECIFICATION IN OWNER'S SHARE

6.1 In the construction work of the owner's allocation/ Flats and in common work in the said building, the following will be provided :

* Foundation : R.C.C. Group pile foundation/ Footing as per Structural Design prepared by structural engineer. Earthquake resistance as per ISI Code with fire fighting equipment and external/internal lighting arrangement etc.
* Super-structure : 5 inches brick-wall with standard Cement Mortar.
* Internal Wall : All internal walls will be finished with Plaster of Paris with a coat of primer and emulsion paint of Asian Paints (Tractor Emulsion).
* External Wall : Will be finished with Weather Coat of APEX of Asian Paint.

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* Flooring : Vitrified tiles of Kajaria/Johnson Ceramics (2'x2') flooring in all areas of the Flats except kitchen and bathrooms/toilets where antiskid tiles of Kajaria/Johnson Ceramics (1'x1') will be used.

* Parking and other space at the ground floor shall have Mosaic Dana/Parking tiles.

* Kitchen : Working Platform finished with 2' wide black granite and standard size 24" steel sink. Wall above the working platform 30 inches in height shall be finished with Glazed Tiles 12"x8" of Kajaria/Johnson Ceramics.

* Bathroom : Internal wall shall be provided with Glazed Tiles 12"x8" of Kajaria/Johnson Ceramics upto 7' height. Hot and Cold water pipe system shall be provided in each bathroom with PVC pipe wiring. One bathroom with a PAN and other with commode with flush system (Cera/ parryware). White wash basin corner or flat in each bathroom (Cera/Parryware) with Jaguar/MARK for water taps.

* Pedastal : One white pedestal basin in drawing cum dining hall or near the kitchen (Cera/Parryware).

* Plumbing : All plumbing work or pipe wiring in PVC with G.I./PVC fittings in entire building as per the requirement of design of standard company.

* Doors : Sal wood frame 4"x2.5" in section with 30-32 mm flush door phenol bonded waterproof I.S.I with aluminium fittings. Main entrance door shall be fitted with eye hole. All doors will be painted with enamel paint over a coat of primer.

* Windows : Aluminium sliding windows with glass and steel grill.

* Electric Work : Entire electrifications will be done in concealed PVC conduits with copper multiwires with MCB and electrical switches all ISI mark and other needful accessories of Anchor/Cona. A common meter for common supply to the building shall be provided by the builder at his own cost from BSEB/PESU beside separate neutral to all flats and meter will be installed at the cost of developer to all individual flat the share of owner flat.

* Security Intercom : All flats will be linked to reception counter at ground floor by intercom.

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* Cable connection for TV : There will be a cable point for TV in the drawing cum dining hall and master bed room.

* Water Supply : There will be the provision of round the clock water supply to all the flats and other needful places from its own one deep tube well connected to overhead water tank having required capacity as per requirement of PRDA/PMC/DANAPUR NAGAR PARISAD using a submersible motor pump.

* Generator : A Silent Generator of adequate capacity shall be installed in the ground floor to run the submersible water motor pump, lighting to common areas and capable of running lift also but with restricted supply not more than 350 watts to all flats.

* Septic Tank : A common septic tank of required size will be at the ground floor.

* Lift : 6 passenger ISI lift.

6.2 The developers will have right to claim for payment or reimbursement of any costs and expenses or charges, if any, incurred towards the construction of owner's allocation as extra work, which are required by the owner in addition to the above.

ARTICLE VII: DEVELOPER'S RIGHT AND POWER

7.1 To submit application or forms, before the Competent Authority for any kind of Permission, sanction of map, electric connection, etc. in respect of the properties.

7.2 To execute any kind of agreement(s), sale deed, power of attorney, lease etc., to endorse Registration Receipt (Chirkut) to the Purchaser(s) as and when required in respect of Developers Share of the property and present them for registration before the Sub-registrar and admit the execution and complete all the formalities to complete the transaction.

7.3 To receive money from customers or any other person as and when required in respect of Developers Share of the property.

7.4 To conduct and take all legal steps in any proceeding to sign on them and take all miscellaneous concerned legal steps in the court/office on the matter pertaining to the properties.

7.5 To engage Advocate in the matter relating to the properties fully mentioned in this agreement.

Deepak Kumar 1/11/12

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ARTICLE VIII : SPACE ALLOCATION

8.1 After sanction of the map from the authority a booking plan based on applied map will be made, and then owner's and developer's area will be allocated. An Allotment Agreement will be executed signed by both the parties defining their respective allocations in the said project.

8.2 The Owner and Developers shall be entitled to allot and sell their shares/ super constructed saleable area and parking space with proportionate share of land to any purchaser(s) anytime just after this Allotment Agreement.

8.3 After defining the owner's allocation in the building, owner/developers shall be exclusively entitled to their respective allocation in the said building with exclusive right to deal with, dispose, transfer, convey, execute registered deeds including sale deeds of the same without any right, claim or interest therein whatsoever of the owner/ developers and they shall not in any way interfere with or disturb the quiet and peaceful possession of the each other allocation.

ARTICLE IX : MISCELLANEOUS

9.1 The Owner hereby undertake that a fresh and absolutely clear agreement is being executed with M/s Magadh Homes represented by the above said two partners out of seven partners.

9.2 The OWNER in no way can enter into any agreement with any other party or developer after this Development Agreement with respect to this property except in case of any breach of the agreement on the part of the builders/developers

9.3 The owner will execute registered general power of attorney of Developers Share in favour of developers, if and when required.

9.4 The owner and the developers have entered into this agreement purely as a contract and nothing contained herein shall be deemed to construct as a partnership or as a joint venture between the parties.

9.5 Just after this agreement the owner will mark the boundary position.

9.6 It is understood that from time to time to facilitate the construction of the building by the developers various deeds, matters and things and herein not specified may be

Deepak Kumar 1/11/12

Arvind Kumar 01.11.2012

Parveen Ara (Clerk) 01/11/2012

required to be done by the developers and for which the developers may need the authority of the owner and various applications and other documents may be required to be signed or made by the owner relating to which specific provisions may not have been mentioned herein. The owner hereby undertake to do all such acts, deeds, matters, and things that may be reasonably and lawfully required to be done in the matters and the owner shall execute such power of attorney and / or authorities as may be required by the developers for the purposes subject, of course, to the provisions of this agreement and without making the owner liable for any acts, deeds, and things as may be done by developers under such power of lawful works, either themself or through power of attorney.

9.7 However, common roof of the top will be common between the owner, developers and all purchasers/flat owner of the said premises. They will be entitled to install their respective T.V. Antenna on the roof and they will also be entitled to raise any temporary structures as pandal etc. and to use the same purely on temporary basis for holding any social and marriage function but shall not have any right, title and interest to occupy thereof or any portion therein permanently or to retain the pandal or structures on the said roof.

9.8 The builders shall cover the entire area with boundary wall with lighting facility etc. as per requirement.

SCHEDULE DESCRIPTION OF PROPERTY

All that a piece and parcel of combined land measuring 19 Decimal (Nineteen decimal) with tin shed one room measuring an area 120 sq.ft. and boundarywall. bearing Khata No.-16, Survey Plot No.-140 (Part), Thana No.-22, Tauzi No.-5170, Mauza-Jalalpur (Ramjaipal Path), pargana-Phulwari, P.S.- Danapur, in the town and district of Patna, within the Municipal corporation area and under the sub-registry Office Danapur and District registry office Patna, and **Bounded as follows-**

North : Branch Road thereafter Survey Plot No. 91. Sri Harisharan Singh

South : Part of Plot No. 140.

East : Branch Road.

Deepak Kumar Arvind Kumar
1/11/12
9.11.2012

Devendra Kumar Singh
01/11/2012

West : Survey Plot No. 130, Mangli Kuer, Ishwari Singh

Note :- Govt. value is mentioned at **Code No. 127 & Zone - 3** of M.V.R. 2012-13.

which market value of Rs. **1,13,33,000/-** (Rupees One crore thirteen lac thirty three thousand) only. In which Land valued at Rs. 1,09,25,000/- (Rupees one crore nine lac twenty five thousand) only, tin shed valued at Rs. 1,08,000/- (Rupees one lac eight thousand) and boundarywall valued at 3,00,000/- (Rupees three lac) only only according to Government value.

IN WITNESS WHEREOF, both the parties hereto have set and subscribed their respective hands the day, month and year first above written.

Witnesses:

1. Vivekanand Prasad,
S/o Sri Muni Lal Prasad
R/o Sadempur Atma
Radempanam
Patna

2. Mukesh Kumar
S/o - Shree Udit Narain Singh
Vill- Kalyan Bigha
P.o - Barah
P.s - Harnaut
Nalnda.

Dwendra Kumar Singh
01/11/2012
Signature of Land owner.

Deepak Kumar
1/11/12
Arvind Kumar
01.11.2012

Signature of Developers.

Drafted as per instructions of the parties,

Jay Anand, 40/2007
Chamber of 1/11/12 Advocate
(ANIL KUMAR SINHA "UDDYOGI")
Advocate
B.A. (Hons.), M.A., LL.B.,
'Chamber', Collectorate Bar Association,
Patna

Printed By:-
(Sanjeev Kumar)
UDDYOGIJI'S CHAMBER,
Collectorate Bar Association
Patna.

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. 227300/-	Amt.Paid By N.J Stamp Paper	Rs. 5000/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 223279/-

Registration Fee

FEE PAID

A1	0	C	0	H1b	0	K1a	0	Lii	0
A8	0	D	0	H2	0	K1b	0	Liii	0
A9	0	DD	0	I	150	K1c	0	Mb	25
A10	0	E	250	J1	0	K2	0	Na	54
B	0	H1a	0	J2	0	Li	0		
								TOTAL-	479

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 979

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

Date: 02/11/2012

Registering Officer
Patna

Endorsement under section 52

Presented for registration at Registration Office, Patna on Friday, 02nd November 2012 by Devendra Kumar Sinha S/O Late Ram Swarup Sinha by profession Others. Status - Executant

Devendra Kumar Sinha
02/11/2012

Signature/L.T.I. of Presentant

Date:02/11/2012

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Vivekanand Prasad' age '27' Sex 'M', 'Muni Lal Prasad', resident of 'Salimpura Ahra,daldali,patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 02/11/2012

Registering Officer
Patna

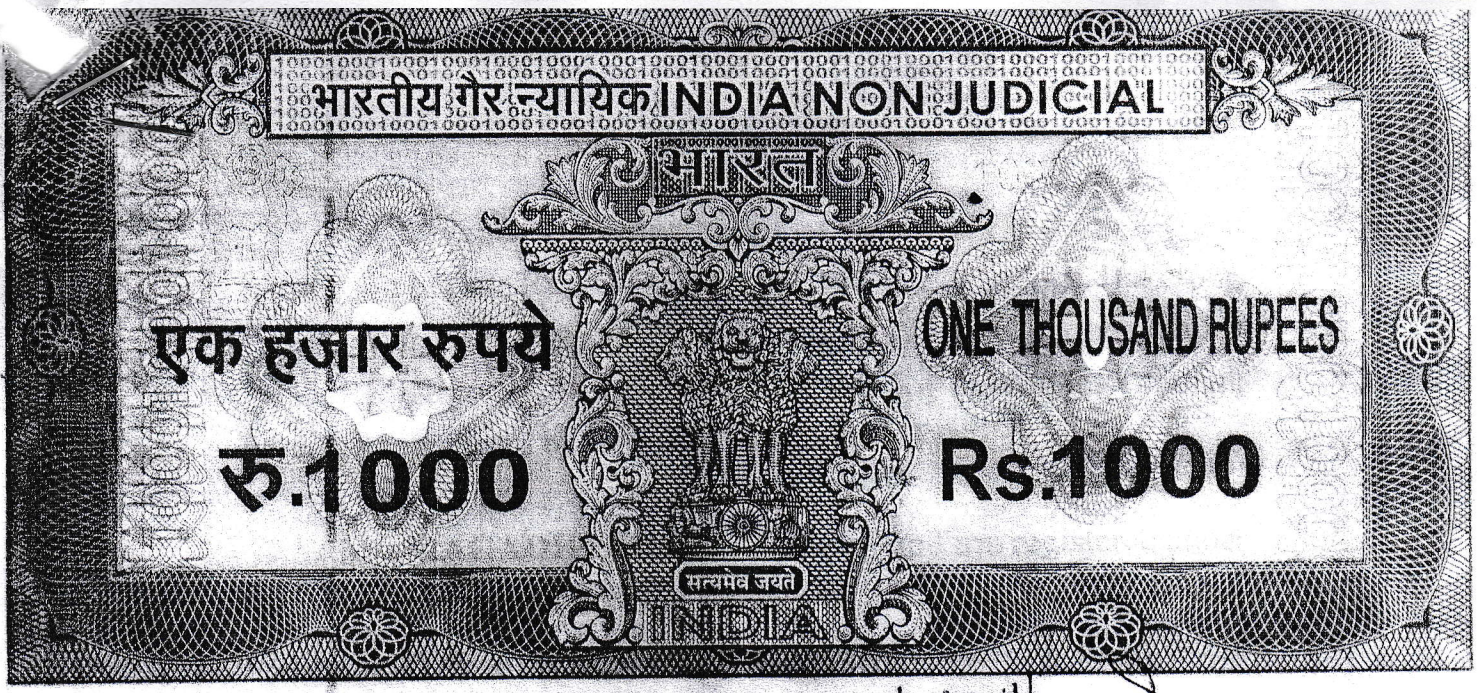
Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 544 on pages on 233 to 250 , for the year 2012 and stored in CD volume No. CD-85 year 2012 .The document no. is printed on the Front Page of the document.

Registering Officer
Patna

Date : 02/11/2012

Token No. : 34833 **Year : 2012** **S.No. : 33987** **SCORE Ver.3.0** **Deed No . : 28251**



बिहार BIHAR कमांक 10846 तिथि 14.9 मूल्य 1000 सीट संख्या V 601598

क्रेता का नाम व पता सुधांशु शेखर [illegible]

ओम विजय कुमार, मुहर [illegible]
लo सं०-25/87, [illegible]

06 SEP 2016

SHARE DISTRIBUTION BETWEEN LAND OWNER AND DEVELOPER

The deed signifying the allocation of the share property of owners by the Developers hereinafter showeth :-

That there is a Registered Development Agreement dated **02.11.2012**, which is Registered in the Office of the District Registry Office, Patna in Book no. 1, Volume no. 544, C.D- 85/Year 2012, pages 233 to 250, bearing deed no. 28251/2012 for construction of a multi storied building constructed thereon bearing Khata No.-16, Survey Plot No.-140 (Part), Thana No.-22, Tauzi No.-5170, Mauza-Jalalpur (Ramjaipal Path). pargana- Phulwari, P.S.- Danapur, in the town and district of Patna measuring 19 Decimal (Nineteen decimal) more or less between:

Dwendra Kumar Sah

Arvind Kumar

Deepak Kumar

Sri Devendra Kumar Sinha as Karta of Hindu undivided family, son of Late Ram Swarup Sinha, resident of Village-Bakerpur, P.S.-Punpun, Distt.-Patna presently residing at 'Dharm Shobha' Bailey Road, P.S.-Kotwali, Town and Distt.-Patna, by Nationality, Indian, hereinafter referred to **as the "LAND OWNER"**.

AND

M/s MAGADH HOMES, a Partnership Firm registered under Indian Partnership Act, 1961 having its office in front of Tewary Bechar, Main Road, Kankarbagh, Town and Distt.-Patna consisting of seven partners

1. **Sri Deepak Kumar** s/o Sri Umesh Prasad Singh, resident of village Chainpur, P.O.-Sartha, P.S.-Harnaut, Distt.-Nalanda, Bihar.
2. **Sri Dipesh Kumar** s/o Sri Umesh Prasad Singh, resident of village Chainpur, P.O.-Sartha, P.S.-Harnaut, Distt.-Nalanda, Bihar.
3. **Sri Rajeev Kumar** s/o Sri Umesh Prasad Singh, resident of village Chainpur, P.O.-Sartha, P.S.-Harnaut, Distt.-Nalanda, Bihar.
4. **Sri Manoj Kumar** s/o Sri Birendra Kumar, resident of village Sripalpur, P.O.-Sripalpur, Punpun, Distt.-Patna, Bihar.
5. **Sri Arvind Kumar** s/o Late Parmeshwar Mahto, resident of Hari Bhawan, Roti Restaurant Gali, Boring Road, Patna, Bihar.
6. **Sri Vijay Kumar** s/o Sri Jagdish Prasad, resident of Mirachak, P.O.-Bind, Distt.-Nalanda, Bihar.
7. **Sri Shashank Shekhar Prasad** s/o Sri Jagdish Prasad, resident of Mirachak, P.O.-Bind, Distt.-Nalanda, Bihar.

The firm is represented by two of its partners Sri Deepak Kumar and Sri Arvind Kumar who are authorized by other partners hereinafter referred to **as the "DEVELOPER"**

1. That as per the said Development Agreement the share of the land owners was finally determined as 52 percent (52%) of the total built up area, Common Area and parking Area.
2. That the multistoreyed Apartment named **"Dharmshobha Enclave"**, constructed by the Developer and the Developer has, as

Devendra Kumar Sinha
Arvind Kumar
Deepak Kumar

per the terms of the Development Agreement, offered the Land Owners to take allotment of the their respective share i.e. 52%. of the total super built-up area of self contained flats with garages/parking spaces.

3. That on calculation and in view of the share of the property, the following area in different floors of this multistoryed Apartment are being allotted to the Land Owner :-

Flat No.	**Floor**
Flat no. 301, 302, 303 & 304	Third Floor.
Flat no. 401, 402, 403 & 404	Fourth Floor.

And their respective parking spaces.

4. That on calculation and in view of the share of the property, the following area in different floors of this multistoryed Apartment are being allotted to the Developer :-

Flat No.	**Floor**
Flat no. 101, 103 & 104	First Floor.
Flat no. 201, 202, 203 & 204	Second Floor.

And their respective parking spaces.

That there will be 52% (Fifty two Percent) parking spaces in the Ground floor in the share of Land Owners and 48% (Forty eight Percent) parking spaces will be in the share of the Builder/Developer.

5. That the flat no. 102 on First Floor is the share of land owner and developer jointly, which flat shall be taken by the land owner and the share of developer shall be paid back by the land owner at prevailing market rate or as mutually decided by the land owner and developer.

6. That it is made clear that this calculation of area is in full and final settlement of the share of the Land Owner and Developers as per the Development Agreement and the Developer as well as their individual claims arising out of the adjustments made between the said parties with mutual consent.

7. That after the calculation of shares of both the parties and allotment made on its basis alongwith other adjustments made between the parties with mutual consent, no claim of either party survives.

Dr Virendra Kumar Jain

Arvind Kumar

8. That the owners are free to make use of the share allotted to them and utilize the common space and other common facilities provided by the Developer for this multi storeyed Apartment named **"Dharmshobha Enclave".**

In witness whereof the above named Land Owner and Developer have executed these presents on the day, month and year first above written after going through the contents of this Agreement for Settlement and fully understanding the implications of this transaction in the presence of belownoted attested witnesses who also signed hereunder in their presence.

Witnesses :-

1. Anil Kumar Singh 17/09/2016
S/o Late Sheo Nandan Singh
Nageshwar colony
Boring Road
Patna - 1

Dhirendra Kumar Singh
17/09/2016
Signature of the Land Owner.

2. Manoj Kumar Verma
S/o - Sri Madan Chand Pd.
At + P.O. Noorsarai
Distt - Nalanda

Arvind Kumar
Deepak Kumar
17/09/16
Signature of the Developer.

Drafted as per instructions of the parties,

Jay Prakash

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

Printed By:-
(Sanjeev Kumar)
UDDYOGIJI'S CHAMBER,
Collectorate Bar Association
Patna.