

Serial No. 8688

Deed No. 8539



Govt. of Bihar
Sub Registry Office, Danapur

Summary of Endorsement

This document was presented for registration on **22/07/2016** by **Prakash Kumar Sinha**

A stamp duty of Rs. **335400/-** and other fees of Rs. **21600/-** has been paid in it.

The document was found admissible. The names, photographs and fingerprints and signatures of the executants, and their identifier, who have admitted execution before are affixed on the reverse page.

The document has been registered as deed no. **8539** in Book No. **1**, Page No. **184** on pages from **49** to **72** and has been preserved in total **24** pages in C.D. No. **29** / Year

22/7/2016

Signature with Date
(**Dhananjay Kumar Rao**)
Registering Officer, **Danapur**

Date: 22/07/2016

Token No: 9041 /2016

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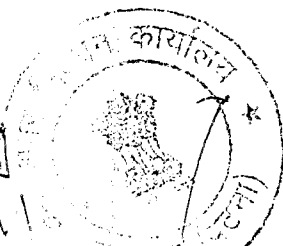
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into at Patna on this the 22nd of July, 2016 of the Christian Era.

For Nutan Construction

Partner

22/7/16



Prakash Kumar Sinha
22-7-2016

7/22/2016

Sub District Registry Office, Danapur

Token Number 9041

Reg. Year 2016

Serial Number 8688

Deed Number 8539

PresType

Name

Photo

Thumb

Index

Middle

Ring

Little

Claimant

Sanjay Kumar Singh

Sig.

Sanjay
22/7/16



Presented By Prakash Kumar Sinha

Sig.

Prakash Kumar Sinha
22/7/2016



Executant

Prakash Kumar Sinha

X Photo

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X Index

X Middle

X Ring

X Little

Sig.

Identified By Sri Dinesh

Sig.

Sri Dinesh
22/7/16



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Prakash Kumar Sinha
22-7-2016

7/22/20

IN BETWEEN

Sri Prakash Kumar Sinha, son of Late S. Raj Sinha, resident of Janakdhari Lal Road, Danapur Cantt., P.S. - Danapur in the District of Patna (Bihar), hereinafter referred to as **"the Landowner"** which expression, unless repugnant to the context or meaning thereof, shall mean and include their heirs, administrators, executors, legal representatives, successors-in-interest, assignees and/or nominee(s), the Party of the First Part.

AND

M/s Nutan Construction, a partnership firm constituted in accordance with the Indian Partnership Act and registered with the Registrar of Firms vide Regn. No. 76 of 1992, having its office at the 8th Floor, "Nutan Plaza", Bandar Bagicha, P.S. - Kotwali in the Town & District of Patna, represented through one of its Partners, **Sri Sanjay Kumar Sinha**, son of Sri Dharmendra Prasad Singh, resident of Flat no. 601, "Radhe Krishna Complex", R. K. Bhattacharya Road, P.S. - Gandhi Maidan in the Town & District of Patna, hereinafter referred to as **"the Developer"** which expression, unless repugnant to the context or meaning thereof, shall mean and include their heirs, administrators, executors, legal representatives, successors-in-interest, assignees and/or nominee(s), the party of the Second Part.

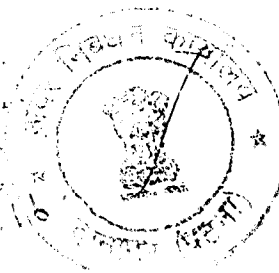
Whereas the piece & parcel of land measuring an area of 6.3 katha equivalent to more or less 8568 sq. ft., lying and situated at Mauza-Danapur Shahzadpur (presently Sainik Colony Gola Road), under Revenue Survey Thana- Danapur, Thana No. 28, Tauzi No. 5399, in the District of Patna, bearing Survey Plot (Khesra) No. 1410 appertaining to Khata No. 171, morefully described in the Schedule written hereunder, being part of a larger chunk of land measuring an area of 1 acre 40 decimals, happens to be the ancestral property of **Sri Prakash Kumar Sinha**, presently the owner of the said piece of land and the name of his great grandfather, R.S. Janakdhari Lal, appears as the *Khatiyani Raiyati* of the said piece of land in the Survey Khatiya published as Records of Rights under the Bengal & Bihar Tenancy Act 1917;

And whereas R. S. Janakdhari Lal died intestate leaving behind himself his three sons named Sri Deodhari Sinha, Sri Sant Barnali and Sri Dhanraj Sinha who jointly inherited the entire movable as well as immovable property as per Hindu Law of Intestacy;

For Nutan Construction

Sanjay Kumar Sinha
Partner

22/7/16



Prakash Kumar Sinha
22/7/16

And whereas Sri Deodhari Sinha had got three sons named Sri Bikram Sinha, Sri Pratap Sinha and Sri Sheoraj Sinha, while Sri Sant Banmali had got only one son named Lt. Col. Narendra Sinha, and Sri Dhanraj Sinha had got two sons named Sri Sangram Sinha and Sri Rajendra Sinha;

And whereas although Sri Deodhari Sinha, Sri Sant Banmali and Sri Dhanraj Sinha alongwith their spouses and children formed a Joint Hindu Family and being members thereof enjoyed their entire ancestral property jointly but after the demise of all of them and on account of their burgeoning family, their sons and successors Sri Bikram Sinha, Sri Pratap Sinha, Sri Sheoraj Sinha, Lt. Col. Narendra Sinha, Sri Sangram Sinha and Sri Rajendra Sinha got their entire ancestral property partitioned among themselves vide Deed of Partition executed by all of them vide Deed No. 3171 dated 28.05.1968, registered at the Registration Office, Patna Sadar of the year 1968;

And whereas in course of such a partition as described above, the land measuring 1 acre 22 decimals bearing Survey Plot (Khesra) no. 1410 appertaining to Khata No. 171, Thana No. 214, Mouza No. 5399, lying and situated at Mauza- Danapur Shahzadpur (previously Sainik Colony Gola Road), under Revenue Survey Thana- Danapur in the District of Patna which included the scheduled property also fell in the joint share of Sri Bikram Sinha, Sri Pratap Sinha and Sri Sheoraj Sinha who enjoyed their ancestral property jointly;

And whereas Sri Bikram Sinha has got three sons named Sri Ashok Kumar Sinha, Sri Ajoy Kumar Sinha and Sri Uday Kumar Sinha while Sri Pratap Sinha has got one son named Ravi Shankar and Sri Sheoraj Sinha has got two sons named Sri Prakash Kumar Sinha and Sri Prabhat Kumar Sinha;

And whereas although Sri Bikram Sinha, Sri Pratap Sinha and Sri Sheoraj Sinha alongwith their spouses and children formed a Joint Hindu Family and being members thereof enjoyed their entire ancestral property jointly but after the demise of Sri Bikram Sinha and Sri Sheoraj Sinha and on account of certain other domestic reasons, Sri Pratap Sinha, Ravi Shankar (minor son of Sri Pratap Sinha), Sri Ashok Kumar Sinha, Sri Ajoy Kumar Sinha, Sri Uday Kumar Sinha (the three sons of Late Bikram Sinha) and Sri Prakash Kumar Sinha and Sri Prabhat Kumar Sinha (the two sons of Late Sheoraj Sinha) and Smt. Shanti Devi (the widow of Late Sheoraj Sinha) got their entire ancestral property partitioned among themselves vide Deed of Partition executed by all of

Prakash Kumar Sinha
22/7/16

For Nutan Construction,

Sanjay
Partner
22/7/16



them on 01.01.1988, registered at the Registrar's Office, Patna Sadar, recorded there in Book-I of the year 1988;

And whereas in course of such a partition as described above, land area of 39.335 decimals bearing Survey Plot (Khesra) no. 1410 appertaining to Khata No. 171, Thana No. 21, Tauzi No. 5399, lying and situated at Mauza- Danapur Shahzadpur (presently Sainik Colony Gola Road), under Revenue Survey Thana- Danapur in the District of Patna which included the scheduled property fell in the joint share of Sri Prakash Kumar Sinha, Sri Prabhat Kumar Sinha and Smt. Shanti Devi who enjoyed their ancestral property jointly;

And whereas on 07.02.2014, Smt. Shanti Devi, relinquished her 1/3rd share of the land measuring 39.335 decimals bearing Survey Plot (Khesra) no. 1410 appertaining to Khata No. 171, Thana No. 21, Tauzi No. 5399, lying and situated at Mauza- Danapur Shahzadpur (presently Sainik Colony Gola Road), under Revenue Survey Thana- Danapur in the District of Patna, in favour of her two sons Sri Prakash Kumar Sinha and Sri Prabhat Kumar Sinha, as such, Sri Prakash Kumar Sinha and Sri Prabhat Kumar Sinha each have got 1/2 of the land measuring 39.335 decimals bearing Survey Plot (Khesra) no. 1410 appertaining to Khata No. 171, Thana No. 21, Tauzi No. 5399, lying and situated at Mauza- Danapur Sainik Colony Gola Road, under Revenue Survey Thana- Danapur in the District of Patna;

And whereas in course of an oral partition between the two brothers Sri Prakash Kumar Sinha and Sri Prabhat Kumar Sinha, the former, Sri Prakash Kumar Sinha has got in his possession an area of the land measuring 19.6675 decimals bearing Survey Plot (Khesra) no. 1410 appertaining to Khata No. 171, Thana No. 21, Tauzi No. 5399, lying and situated at Mauza- Danapur Shahzad (presently Sainik Colony Gola Road), under Revenue Survey Thana- Danapur in the District of Patna, morefully described in the Schedule written hereunder, in his exclusive share;

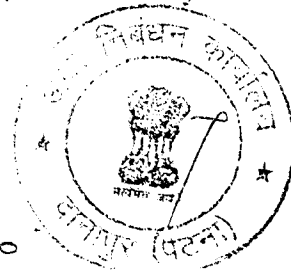
And whereas the name of Sri Prakash Kumar Sinha stands in the Records of Rights of the State of Bihar vide Jamabandi No 3400 and with respect to which annual land revenue receipt is being issued in his name;

And whereas description of the land owned and possessed by Sri Prakash Kumar Sinha forming part of this agreement has been given in Schedule written hereunder (hereinafter referred to as "the said Land");

and whereas it has been further Represented and Declared by the Landowner:-

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Sampat
Partner
22/7/16



*Prakash Kumar Sinha
22-7-16*

- 1) That the said land is under his exclusive possession with absolute right, title and interest, free from all encumbrances, charges or lien, capable of being transferred and conveyed in whole or in part, having a fully marketable title thereby.
- 2) That the Landowner has not created any encumbrance on the said land or any part thereof by way of sale, exchange, gift, mortgage, lease, trust, assessment, lien, license, permission, rent, possession, charge or in any other manner whatsoever.
- 3) That no notice or notification for any acquisition/requisition under any of the statute of the past or presently enforce has been received, served or passed by the Patna Municipal Corporation, Income tax Department or any other Government Authority for acquisition or requisition of the said land or any part thereof.
- 4) That apart from the Landowner, none else is entitled to have any share, right, title and/or interest in the said land or in any part thereof.

And whereas the Landowner of the First Part is desirous of raising his piece of land, morefully described in **Schedule** written hereunder, for the development and construction of multistoried residential-cum-commercial building complex over there through a developer of repute who would develop and construct residential-cum-commercial building complex at its own cost and allot and give to his a share in built-up/super built-up area of the said residential-cum-commercial building complex in the shape of flats, shops/ offices/ multiplex, car parking spaces etc. as consideration for the value of a share in the said land to be given by the Landowner to the Developer;

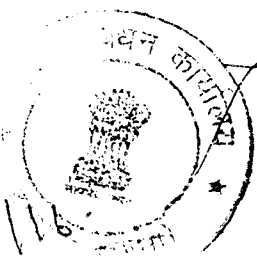
And whereas the aforesaid Developer offered to develop and construct at its own cost residential-cum-commercial building complex (hereinafter referred to as "the said Building") on the said Land and the aforesaid Landowner agreed to accept and acquire flats/ shops/ offices/multiplex and car parking spaces etc. in "the said Building" as consideration for the value of a undivided share in "the said Land" to be conveyed by the Landowner to the Developer or its nominee/s including a cooperative housing society, firm, association of persons, a body corporate etc.;

And whereas on account of negotiations between the parties hereto, the aforesaid Landowner, the party of the First Part, and the aforesaid

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Partner

22/7/16



Prakash Kumar Singh
22-7-16

Developer, the party of the Second Part, and upon representations and declarations made by the parties, a Development Agreement is entered into between the parties hereto upon the terms and conditions hereinafter appearing.

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

1. That the terms of this agreement become enforceable with immediate effect and shall remain enforceable till discharge of this agreement by performance and for all acts, deeds or things done pursuant to the terms and conditions of this agreement.
2. That the Landowner appoint the aforesaid developer as the Developer of "the said Land" and grant to the developer, who has accepted from them the said Land, described in the **Schedule** hereunder written, in the manner and on the terms and conditions and stipulations hereinafter mentioned.
3. That although the present development agreement is being made w.r.t. a piece of land measuring an area of **6.3 Kathas** (approx.) i.e. **19.6675 decimals**, fully described in the **Schedule** hereunder written, the terms of the agreement shall stand automatically modified with the actual physical existence of land area available for the construction of the proposed multi-storied residential-cum-commercial building complex. The said area of the land also being the basis of preparation of map and approval of the same by the competent authority.
4. That the Developer and the Landowner have irrevocably agreed that the Developer will construct entirely at its own cost without any pecuniary contribution from the Landowner, the said residential-cum-commercial building complex as per **Specification** attached herein and as per plan mutually agreed upon by the Developer and the Landowner and as sanctioned by the Patna Municipal Corporation or any other authority competent in the said regard for "the said Land" and the said residential-cum-commercial building complex may be distributed over more than one block consisting of several floors. All expenditure will be borne by the Developer for development of the land, construction of boundary wall, fillings of soil and sand, making internal passages and approach roads, land survey, soil investigation, advertisement of the project, map sanction, construction of building, applying for and getting occupancy certificate from the competent

Prakash Kumar Singh
22-7-16

For Nutan Construction

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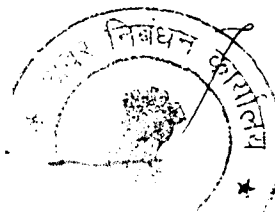
authority etc. pertaining to development and construction of the proposed residential-cum-commercial building complex. The developer will also pay the applicable taxes, such as, Vat, Service Tax, Excise Duty, cess and any other Govt. duty or taxes in present and in future for complete construction work till handing over the share of the Landowner.

5. That it has been mutually agreed upon between the parties that the Developer would construct multistoried residential-cum-commercial building complex upon the said piece of land, subject to approval of the map sanctioning authority and adherence to the law, rules and regulations applicable in the said regard which shall be binding upon both the parties.
6. That the said building complex shall be named and displayed as "LOTUS ABODE".
7. That the aforesaid Developer has agreed to construct at its own cost the said multistoried residential-cum-commercial building complex on the said Land of the Landowner and has also agreed to give 50% (Fifty percent) of the total built-up area of the residential-cum-commercial building complex and parking spaces to the Landowner and/or his nominees (with undivided proportionate share in the said Land to be retained by the Landowner) in consideration for the value of 50% (Fifty percent) of the built-up area and parking spaces to be retained by the Developer togetherwith undivided proportionate share in the said Land conveyed by the Landowner. Both the parties would be free to use their respective shares in any manner or sell the same to the prospective buyer(s) who may form an association of buyers or a new co-operative housing society or join as an existing co-operative society for the purpose of buying and owning flats in the said building complex whichever is found most suitable by them.
8. That it is reiterated that in consideration for 50% (Fifty percent) of the undivided share in the said Land conveyed/transferred by the Landowner to the Developer or its nominees, the Developer agrees to give to the Landowner and/or their nominees 50% (Fifty percent) of the total built-up area in the shape of flats/shops/offices/multiplex and reserved car parking spaces in the said residential-cum-commercial building complex to be constructed on the said Land by the Developer hereinafter referred to as "the Landowner's area". This is by way of final settlement and either the Landowner or any person or body claiming through them will not demand any further sum of premium or any interest except his 50% (Fifty percent) share in the built-up

Prakash Kumar Singh
22-7-16

For Nutan Construction

Sanjay
Partner
22/7/16



area in the shape of flats/shops/offices/multiplex and reserved car parking spaces in the said residential-cum-commercial building complex in course of any dealing regarding the Developer's area.

9. That it is hereby agreed that delivery of possession of **50% (Fifty percent)** of the total built-up area in finished condition and parking spaces by the Developer to the Landowner shall form or deemed to form always an adequate consideration for the land area aforementioned conveyed/ to be conveyed by the Landowner to the Developer. The Landowner, therefore, will have no right, title or interest over the remaining 50% (Fifty percent) of the undivided total land conveyed as aforesaid to the Developer except the proportionate share of **50% (Fifty percent)** of the undivided total land to be retained by the Landowner and /or his nominees.
10. That it is agreed by the parties herein that the Landowner as well as the Developer shall be absolute titleholder to their respective shares in the proposed building complex only upon completion of the project in all respect in terms of the present agreement. However, in case of construction of more than one block, the previously completed block would not be considered incomplete simply because other blocks are incomplete or in the process of completion. The Landowner and the Developer would be at liberty to allot and enter into agreement for sale in respect of their shares.
11. That it is hereby agreed that the decision with regard to distribution of built-up area in terms of flats/shops/offices/multiplex and car parking spaces as the share of the Landowner and the Developer shall be made after the finalisation of construction plans and by a separate agreement in the said regard within one month after the sanction of map.
12. That the Landowner and his heirs/ successors and/or nominees shall solely and exclusively be entitled to the Landowner' area and they will have absolute right, title and interest over their respective area and will be fully entitled to transfer, convey, grant and otherwise alienate their interest in respect thereof in any manner, either by way of sale, gift, exchange or mortgage etc., as may be deemed fit by them, to any person(s), association of persons, Firm, body corporate, co-operative societies, govt. agencies etc. on such terms and conditions as may be decided by the Landowner or any person claiming through or under them.
13. That the Developer and/or his nominees shall solely and exclusively be entitled to the Developer's area and shall have absolute right, title

Prakash Kumar Singh
22-7-16

For Nutan Construction

Sampat
Partner

22/7/16



and interest over the Developer's area and it shall be fully entitled to transfer, convey, grant and otherwise alienate its interest in respect thereof in any manner, either by way of sale, gift, exchange and mortgage etc. as may be deemed fit by them, to any person(s), association of persons, Firm, body corporate, co-operative societies, govt. agencies etc. on such terms and conditions as may be decided by them.

14. That the Landowner and his / successors, nominees/allottees and the Developer and his heirs/ successors, nominees/allottees and/or anybody lawfully claiming either through the Landowner or through the Developer shall be liable to pay Water Taxes, Municipal Tax, Maintenance Charges and/or any other tax, cess, fee or charge etc. which may be found payable by them, in the same proportion in which they hold or transact their share in the building complex.
15. That within 15 days from the execution of this development agreement, the Landowner agree to hand over and the Developer agrees to take over the vacant, peaceful and unencumbered possession of the said Land for the purpose of implementation of the terms of this agreement.
16. That the developer agrees to construct the proposed building complex within a period of **5 years** from the date of sanction of the Building plan by the Patna Municipal Corporation and/ or other competent authority with a **grace period of 9 months** to complete the balance work, rectification of defect, if any, obtaining occupancy certificate from competent authority. However, the time stipulation for the completion of the project shall be subject to *force majeure* and such happenings as are beyond the control of the Developer e.g. fire, tempest, strike, earthquake, exceptionally inclement weather and /or any other Acts of God or supervening impossibility in the performance of the terms hereby agreed on account of any legislation of the Union or State Govt. or their undertaking in which case the time limit as given aforesaid shall be suitably extended without any penalty or damage. In case of delay, the Developer agrees to pay @ **Rs.10,000/- (Rs. Ten Thousand)** per month per flat/shop/office as rent/penalty to the Landowner for the portion of built-up area not handed over.
17. That the parties to this agreement shall have no objection in signing any necessary paper(s) required for obtaining approval of the Patna Municipal Corporation and/or from any other authority or body. However, all fees, charges, costs and expenses relating to such

Prakash Kumar Singh
22-7-16

For Nutan Construction

Sanjay
Partner
22/7/16



approvals/sanctions, shall be borne by the Developer.

18. That it is further agreed that there may be alternations or revision of the aforesaid plan within the parameters of the Rules and Regulations framed under Patna Municipal Corporation Laws, which may become necessary, but the same shall not require any further approval of the Landowner but the Developer alone shall be entitled to make such alterations/revisions which would be binding on the other parties. However, the same should be pre-informed to the Landowner.
19. That it is understood by the Landowner that the Developer may negotiate with the Landowner of other Lands placed adjacent to the Schedule land and conclude an agreement similar to the present one but with varied terms and conditions which of course would not be impinging upon the present development agreement neither the same shall impair the rights created herein for the Landowner of the First Part. Under such circumstances, the Developer shall have unfettered right to enter into agreements/ conclude transactions with other Landowner and amalgamate the Schedule land of the party of the First Part with the land adjacent to the same for the purpose of bringing those additional lands within the fold of combined development and construction of the proposed building complex.
20. That, further, the Landowner of the First Part hereby unconditionally consents to such an amalgamation of the piece of the land as aforesaid and allotment of shares of such additional Landowner in any of the blocks of the building complex, and on any of the floors, as per agreed terms, be the said building block constructed upon the land of any of the Landowner including the Schedule property. As such, the Developer shall have the liberty to exercise his option to amalgamate the piece of land as per its convenience in which case it shall have right to draw a single plan for construction or otherwise as may be found suitable by the Developer.
21. The Developer undertakes to indemnify and keep the Landowner indemnified and harmless against all risks, liabilities, claims, damages, compensations and expenses arising out of any injury to workmen, technicians etc. or caused due to such reasons as accidents, strikes, lock-outs or any penalty imposed by the Govt./semi Govt. authorities during the entire construction work.
22. That the Landowner will, after the execution of this agreement, allow every facility to the Developer, his staff, engineers, architects and workers etc. to enter upon the said land to enable the developer to carry out the various development works as stipulated in this

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For Nutan Construction

Sanjay
Partner

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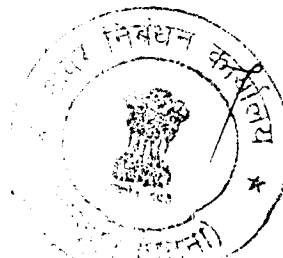
agreement.

23. The Landowner or their nominees will be authorised to inspect the quality of material and workmanship. Defects found, if any, will be immediately rectified by the Developer.
24. That the Landowner hereby from the date of this agreement grant exclusive license to the developer to enter upon the said land and to take up and proceed with the development, planning and construction of the said building in terms of this agreement. The license granted to the developer by the Landowner shall be a license as contemplated under section 60 (b) of the Indian Easement Act, 1982. It is agreed that any agreement or arrangement made or entered into at any time by the Landowner either prior to execution of this agreement or thereafter in breach of or in violation to the terms and conditions of this development agreement, shall be null and void.
25. That the Developer shall have unfettered right, after demarcation of agreed shares between the Landowner and the Developer, to enter into agreement for sale or otherwise allot flats/shops/offices/multiplex, parking spaces and other tenements of the Developer's area in the said Building whenever required.
26. The Landowner shall has unfettered right, after demarcation of agreed shares between the Landowner and the Developer, to enter into agreement for sale or otherwise allot flats/shops/offices/multiplex, parking spaces and other tenements of the Landowner' area in the said Building whenever required.
27. The parties to this agreement agree to be a member of the society, if any, framed jointly by the Landowner, the Developer and/or other allottees of the said building complex for the administration and maintenance of the building complex, its common areas and facilities and further agree to sign and execute all papers, documents and applications, Bye Laws, rules and regulations, of the parties hereto, as may be necessary or required for formation and/or registration of such society and further agree to abide by the rules and regulations and bye laws of such society/maintenance committee to be framed for the upkeep and maintenance of the said building.
28. That for the purpose aforesaid and for purposes ancillary and incidental thereto, the Landowner have appointed, constituted and nominated **Sri Sanjay Kumar Sinha**, son of Sri Dharmendra Prasad Singh, resident of Flat No.601, Radhe Krishna Complex. R. K. Bhattacharya Road, under P.S.-Gandhi Maidan in the town and District of Patna, his lawful and authorised "Attorney" to do and execute, all

Prakash Kumar Sinha
22-7-16

For Nutan Construction

Sanjay
Partner
22/7/16



or any of the following acts, deeds, and/or things in their names and/or on their behalf:

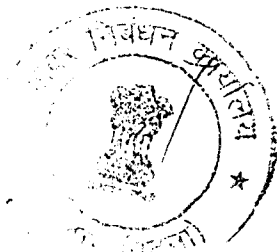
- a) To carry out, comply with and do every act, deed and/or thing as may be required under the provisions of this development agreement for the purpose of completion of the project.
- b) To make and prepare and / or cause to be made all such plans, estimates, specifications and designs and/or any alteration / modification of the said plans, designs or specification as may be necessary and advisable for the purpose of construction of multistoried building complex on the said land and for obtaining approval and/or sanction from the Patna Municipal Corporation from and/or Local bodies, Town Planning Authority and to engage the services of any Architects, contractor, Engineer and other persons or parties for the said purpose and to sign all or any of such contract of such engagements as may be necessary.
- c) To sign plans etc. including correction/endorsement thereof, if any, for getting the same approved by the Patna Municipal Corporation and/or any other Authority or Authorities and to swear affidavits and file undertakings and/or other papers/documents as may be required by the Patna Municipal Corporation and/or any other Authority or Authorities for sanctioning the said plan and/or condoning deviations, if any, from the sanctioned plans and/or for representing for sanction of extra built-up-area due to relaxation in the building Bye-laws or due to any other reasons and/or against repayment of extra or penal fee etc.
- d) To apply for and to obtain sanction or revision of plan prepared with alteration, addition and modification and also to apply for and to obtain the occupancy certificate and/or completion certificate in respect of the building constructed or to be constructed on the said land.
- e) For any of the purposes mentioned hereinabove, to sign all applications, papers, undertakings, terms and conditions etc. as may, from time to time, be advisable and required.
- f) To commence, carry out and complete and/or cause to be commenced, carried out and completed construction work on the said land in accordance with the sanctioned plans and specification and/or with deviation as may be advised by the architects.
- g) To deal with and carry on correspondence on behalf of the

Rakesh Kumar Singh
22-7-16

For Nutan Construction

Somayaj
Partner

22/7/16



or any of the following acts, deeds, and/or things in their names and/or on their behalf:

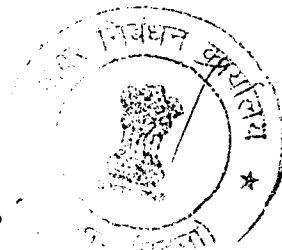
- a) To carry out, comply with and do every act, deed and/or thing as may be required under the provisions of this development agreement for the purpose of completion of the project.
- b) To make and prepare and / or cause to be made all such plans, estimates, specifications and designs and/or any alteration / modification of the said plans, designs or specification as may be necessary and advisable for the purpose of construction of multistoried building complex on the said land and for obtaining approval and/or sanction from the Patna Municipal Corporation from and/or Local bodies, Town Planning Authority and to engage the services of any Architects, contractor, Engineer and other persons or parties for the said purpose and to sign all or any of such contract of such engagements as may be necessary.
- c) To sign plans etc. including correction/endorsement thereof, if any, for getting the same approved by the Patna Municipal Corporation and/or any other Authority or Authorities and to swear affidavits and file undertakings and/or other papers/documents as may be required by the Patna Municipal Corporation and/or any other Authority or Authorities for sanctioning the said plan and/or condoning deviations, if any, from the sanctioned plans and/or for representing for sanction of extra built-up-area due to relaxation in the building Bye-laws or due to any other reasons and/or against repayment of extra or penal fee etc.
- d) To apply for and to obtain sanction or revision of plan prepared with alteration, addition and modification and also to apply for and to obtain the occupancy certificate and/or completion certificate in respect of the building constructed or to be constructed on the said land.
- e) For any of the purposes mentioned hereinabove, to sign all applications, papers, undertakings, terms and conditions etc. as may, from time to time, be advisable and required.
- f) To commence, carry out and complete and/or cause to be commenced, carried out and completed construction work on the said land in accordance with the sanctioned plans and specification and/or with deviation as may be advised by the architects.
- g) To deal with and carry on correspondence on behalf of the

Prakash Kumar Singh
22-7-16

For Nutan Construction

Somraj
Partner

22/7/16



Landowner with all concerned Central and/or State Government authorities, local bodies and Patna Municipal Corporation in connection with or relating to the construction on the said Land.

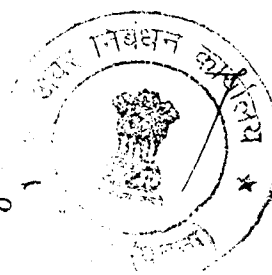
- h) To appear on behalf of and represent the Landowner before any concerned authority/authorities and party/parties as may be necessary or advisable for or in connection with the development of the said land.
- i) To appear on behalf of and represent the Landowner before any judicial or quasi judicial authority, court or tribunal as may be necessary or advisable for or in connection with any legal proceeding including commencement, conduct or compromise of any suit or case relating to the said land and its development under the present agreement and to sign and execute vakalatnama, file petitions/affidavit etc.
- j) To ask, demand, sue for, enforce payment of and recover and receive from any person or persons rents and compensation and profit and/or deposit in respect of the construction, other than reserved for the Landowner under the said development agreement, which now or at any time hereinafter may become due and payable.
- k) To demolish and remove the existing structure on the said land and to display its own signboard over the said land and in order to mobilize funds from its prospective buyers, publish and advertise the proposal of Housing Scheme in its own name as the Developer/Builder by means of paper publication or through any other means and to book and allot developer's share in the land and building.
- l) To enter into and sign agreement for sale, on ownership basis of Developer's area, flats/shops/offices/multiplex to its allottees on such terms and conditions as the developer may deem fit and proper and to receive and appropriate all money whether received on account of such allotment as member contribution or as loan from any financial institution/bank.
- m) To sell, gift, exchange, mortgage or otherwise transfer in any manner, the entire constructions relating to the developer's 50% (fifty percent) share alongwith undivided proportionate share in the land to anyone as may be desired by the developer and for the purpose aforesaid to execute deed/document of transfer.
- n) To raise loans on the security and to mortgage the developer's area to any Bank / Financial Institution for the purpose of raising

Prakash Kumar Singh
22-7-16

For Nutan Construction

Sanjay
Partner

22/7/16



loans as may be required for the construction of the proposed multistoried building complex or for any other purpose and to sign and execute for the purpose aforesaid any deed, document or papers as may be necessary. However, the Landowner owe no responsibility to repay the loan amount, interest thereon or any dues with respect thereof.

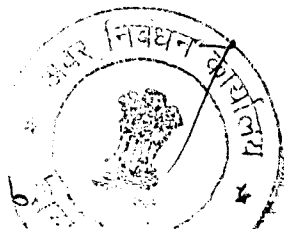
- o) To arrange for the execution and registration of flats/shops/offices/multiplex and parking spaces in favour of prospective buyer(s) of Developer's share and to execute and sign deeds / documents for transfer of flats/shops/offices/multiplex and parking spaces with undivided proportionate share in the land on his behalf.
 - p) To apply for and obtain income tax clearance certificate, urban land clearance and all other permissions and approvals, as may be necessary for transfer/ conveyance of developer's share, for and on behalf of the Landowner and also to present and admit execution of the said documents of transfer/ conveyance before the registration authority and to do all acts, deeds and things which may be necessary and incidental in the said regard for granting such documents of title to the developer and/or his nominees.
 - q) To do in general all or any of the acts, deeds or things ancillary and incidental to the construction, raising finance for the construction, management and transfer of Developer's area in the multistoried building complex subject to the terms and conditions of this development agreement.
 - r) The Landowner hereby declare that all the aforesaid acts, deeds and things lawfully done by their attorney shall be construed to be acts, deeds and things done by them and on their behalf which they undertake to ratify.
29. That the Landowner will deliver to the developer and / or its duly authorised attorney certified copies/photocopies of all original title deeds/ documents and papers relating to the said property for complete examination of the owners title thereto and Landowner agree to give full co-operation to the developer in such examination of the owners title and to answer and/or to comply with all reasonable requisition that may be made by the developer and / or its attorney in this regard to establish a marketable title to the said land.
30. That if, and any, litigation is found to exist with respect to the said

Prakash Kumar Singh
22-7-16

For Nutan Construction

Sanjay
Partner

22/7/16



land and the right, title or interest of the developer is affected by such litigation and/or on account of application of the Laws, Bye Laws, Rules & Regulations of the state and the developer is dispossessed from the said land subsequent to execution of this agreement or subsequent to the commencement of developmental and construction work, the developer shall be entitled to be compensated for all the losses he would suffer which will include refund, within 180 days from the date of notice, of the premium amount, construction cost and any other cost already incurred in terms of developments of the said land without interest over such amount payable to developer.

31. That in case there be any defect in title of the Landowner or there be any liability or any encumbrance which might be cured and discharged then in such an event the developer shall be entitled to have such defect cured and/ or liability cleaned for and on behalf of the Landowner and at the Landowner's cost and expenses.
32. That all outgoings including municipal taxes and other charges in respect of the said land shall be borne and paid by the Landowner till the date of handing over the vacant possession of the said land.
33. That it shall be legally obligatory upon the Landowner to discharge all their statutory liability before taking over delivery of their share in the building complex.
34. That after delivery of possession of the Landowner' area to them free from all encumbrance, all outgoings in respect of the said land and the said building thereon shall be borne and paid by the Landowner and the developer and/or their nominees proportionately to their respective shares in the total built-up area.
35. That the developer may form, as he may deem fit and proper, a co-operative housing society, association of persons or a body corporate of all the persons owning tenements in the said building. The Landowner and his nominee shall become members of such an organization. All members forming such a body shall abide by the rules and regulations as framed by such an organization from time to time and they shall be bound to contribute towards the cost of formation of such an organization as well as to pay regular maintenance charges as may be fixed for the maintenance and management of entire building complex.
36. That the nominees(s) of the developer shall own and hold portion of the building comprised in the developer's area according to the standard agreement finalised by the developer in consultation with

Prakash Kumar Singh
22/7/2016

For Nutan Construction

Sanjay
Partner
22/7/16

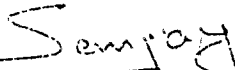


the Landowner. The Landowner and his nominee(s) shall be bound to hold and own portions of the Landowner's area in the said building on the same terms and conditions as contained in the aforesaid standard agreement and to execute similar agreements.

37. That the common areas shall jointly be owned by all the owners of the portions of the said building with equal entitlement to use all common areas and facilities extended for utilization by the occupants of the said building on the same terms and conditions applicable to all for such utilization. No owner of any part of the said building will have exclusive right, title and interest over the common areas and common facilities except the right to common use.
38. That it is agreed that if any levy is imposed by the Patna Municipal Corporation or any other public body or the Govt. for the development/ betterment of the area in which the said property is located or any other levy becomes applicable on the said land or the building thereon then the same shall be paid by the Landowner and the developer and / or their nominees/ allottees jointly in the same proportion as their shares of built-up area in the said Building.
39. That if F. A. R. is increased in future, the Developer may revise the sanction map and construct additional built-up area as per the revised sanction plan on its own cost as per the terms and conditions of this agreement. The additional constructed area will be shared among the Developer and the Landowner in the same ratio as per this agreement i.e., 50:50 respectively. No other party will have any interest or share in this newly constructed area.
40. That it is agreed that in all transfer / conveyance of land and/or built-up area, the purchaser(s) / transferee(s) shall bear the cost of stamp duty, court fees and other registration charges including miscellaneous expenses.
41. The developer will provide adequate lighting for common areas and parking space, water from boring through pumps, generator of adequate capacity for electric supply of lifts, common area lighting and transformer of adequate capacity.
42. That this agreement shall not ever be construed as a partnership of any sort between the Landowner and the Developer and the development rights created in favour of the Developer are not subject to any assignment without the previous consent of the Landowner.

Prakash Kumar Singh
22-7-2016

For Nutan Construction


Partner

22/7/16



43. That in case of any dispute arising between the parties relating to this development agreement; the same shall be settled by reference to the dispute or provision of the Arbitration Act 1996, as amended from time to time.

SCHEDULE OF PROPERTY

Piece & parcel of land measuring an area of 19.6675 Decimals equivalent to more or less 8566 sq. ft., lying and situated at Mauza- Shahzadpur Danapur (presently Danapur Sainik Colony Gola Road), under Revenue Survey Thana- Danapur, within Revenue Survey Thana No. 21, Tauzi No. 5399, bearing Survey Plot (Khesra) no. 1410 appertaining to Khata No. 171, within the limits of Danapur Nizamat Nagarparisad, within the jurisdiction of the Sub-Registration Office of Danapur and Sadar Registration Office and District of Patna (Thana Code-118) and bounded as follows:-

North – Part of Plot no.1410.

South – Part of Plot No.1410 Prabhat Kumar Sinha.

East – Gola Road

West – Part of Plot no.1409 & 1408 Dinesh Kumar

Computation of value of the property under development agreement as per government rate

1. Total land area (approx.) is 19.6675 Decimal or 8566 sq.ft.
2. Value of the Land @ Rs. 1951.69/- per sq. ft.
or @ Rs.8,50,000/- per decimal Rs.1,67,20,000/-
(Rupees One Crore Sixty Seven Lacs Twenty thousand) only.

Thana Code-118

GENERAL SPECIFICATION OF

STRUCTURE

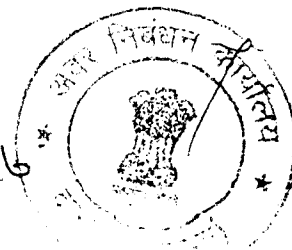
- ❖ RCC Frame Structure with brick Filler Walls.
- ❖ Earthquake resistant structure.

FLOORING

For Nutan Construction

Sampat
Partner

22/7/16



Prakash Kumar Singh
22-7-2016

- ❖ Vitrified Tiles inside the flats/shops/offices/multiplex. Min. Size- 600 x 600.

DOORS & WINDOWS

- ❖ Main Door – Decorative Panel door polished on the both side. Other doors will be Flush Doors with one side teak finish and the other side painted with two coats of enamel paint.
- ❖ Sal wood door and window frame.
- ❖ M.S Grill, sliding aluminium window.

KITCHEN

- ❖ Slabs of well Finished Granite Stone with Stainless Steel Sink and Drain Board; Glazed Tiles dado wall up to 2' height over counter.
- ❖ Three Power plug will be provided for microwave, mixer & geyser in Kitchen.

BATHROOM

- ❖ White coloured Ceramic Sanitaryware of Parry ware /Hindware or of any other branded company make in all bathrooms.
- ❖ Ceramic Floor Tiles, Ceramic Tile up to 7' on Walls, European WC in Toilet attached to Master bed room shall of branded company.
- ❖ Provision for Hot & Cold Water Supply. Branded CP Fittings, Wash Basin in all toilets.
- ❖ Power plug for geyser in each Bathroom. Points for exhaust fan.

ELECTRICAL

- ❖ Copper wiring in concealed P.V.C Conduits. Sufficient light points. Provision for T.V. & Telephone Points in each Bedroom & Drawing Room.
- ❖ All Electric items shall be of branded company.
- ❖ Power points in each bedroom and drawing room.

FINISHING

- ❖ All internal walls with P.O.P punning, Cornice and moldings in Drawing/Dining. Weather coat of branded company to be provided on external walls.

WATER

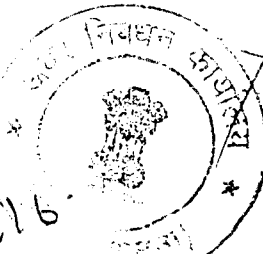
- ❖ 24 Hours Fresh water supply from own Tube well.

PARKING

For Nutan Construction

Partner

22/7/16



Prakash Kumar Singh
22-7-2016

- ❖ Covered/Open Car Parking space on ownership basis

LIFT

- ❖ Standard company make like Otis/Kone or Johnson or other equivalent Elevator will be provided.

GENERATOR

- ❖ Self start silent Gen-set of Govt. approved Company.

SECURITY

- ❖ 24 Hours cable Intercom system from the gate to all the units of the apartment for the greatest Security with CCTV Installation.
- ❖ Latest Fire fighting system at all floors including a centralized arrangement for the whole of the building.

In witness whereof the parties hereto have executed this development agreement on the day, month and year first above written before witnesses herein mentioned.

Witnesses:-

1.

Dinesh Kumar
22/7/16
DINESH KUMAR
S/O LATE RAJ BALLABH SINHA
GOLA ROAD, GATAHAR CHAK,
DANAPUR, PATNA

Prakash Kumar Sinha
22-7-2016

(PRAKASH KUMAR SINHA)

(PAN - ASFPS6879Q)

Signature of the Landowner

For Nutan Construction

2. Sanyal
22-7-16

Sanyal Kumar Sinha
S/O SRI D. M. Pathak
Flat no 207 A-2.
Nutan Towers
Kesharbagh market.
Patna - 20.

Sanyal 22/7/16
Partner

Signature of the Builder/Developer

(PAN-AAFFN0729E)

Drafted by
Pathak
22-7-16



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. 335400/-
Addl. Stamp duty paid under Municipal Act Rs. 0/-

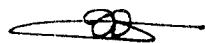
Amt. Paid By N.J Stamp Paper Rs. 0/-
Amt. paid through Bank Challan Rs. 357000/-

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	1000	J1	0	K2	0	Na	0
	B	0	H1a	0	J2	0	Li	0		
TOTAL-									21000	

LLR + Proc Fee		Service Charge	
LLR	0	600	
Proc.Fee	0		
Total	0		

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 21600

Date: 22/07/2016


Registering Officer
Danapur

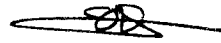
Endorsement under section 52

Presented for registration at Registration Office, Danapur on Friday, 22nd July 2016 by Prakash Kumar Sinha Late Shiv Raj Sinha by profession Others. Status - Executant

Prakash Kumar Sinha
22-7-2016

Signature/L.T.I. of Presentant

Date: 22/07/2016


Registering Officer
Danapur

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Sri Dinesh ' age '35' Sex 'M', 'Late Raj Ballabh Singh', resident of 'Gola Road Danapur Patna'), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 22/07/2016


Registering Officer
Danapur

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Danapur in Book 1 Volume No. 184 on pages on 49 -72 , for the year 2016 and stored in CD volume No. CD-29 year 2016 .The document no. is printed on the Front Page of the document.

Date : 22/07/2016

Token No. : 9041

Year : 2016

S.No. :

8688

SCORE Ver.4.0


Registering Officer
Danapur

Deed No. : 8539

7/22/2016

अंदर मोड़

प्रथम प्रति

(जमाकर्ता हेतु)

शब्दों में (रु०

(1)

बिहार सरकार

निबंधन विभाग

मानक

दस्तावेजों के निबंधन के लिए जमा किये जाने वाले स्टाम्प शुल्क/ निबंधन शुल्क/ भूस्वामी के निबंधन शुल्क के

भुगतान के लिए बैंक अस्तान

पक्षकार का नाम/ पता Nutan Construction, partner Sri Sanjay Kumar Sinha

जिसकी ओर से जमा किया जा रहा है) 8th Floor Nutan Plaza, Bander Bagicha, Patna

2. दस्तावेज का प्रकार

Development Agreement

3. निबंधन कार्यालय

Danapur

4. बैंक का नाम एवं शाखा

S.B.I. Danapur

5. भुगतान की जानेवाली राशि का विवरण :

गैर

भुगतान का मद एवं शीर्ष	रु०	कुल रकम
स्टाम्प शुल्क-मुख्य शीर्ष-0030-स्टाम्प एवं पंजीकरण-उप-मुख्य शीर्ष 02-स्टाम्प गैर न्यायिक लघु शीर्ष -103- दस्तावेजों पर स्टाम्प शुल्क लगाना उप शीर्ष 0001 सकल प्राप्तियाँ प्राथमिक इकाई- 75 49 सकल प्राप्तियाँ विपत्र कोड-R0030021030001, A/c No.- 10963226587	3,29,400/- 1,000/-	330,400/-
निबंधन शुल्क-मुख्य शीर्ष-0030-स्टाम्प एवं पंजीकरण शुल्क उप-मुख्य शीर्ष -03 पंजीकरण शुल्क, लघु शीर्ष-104-दस्तावेजों का पंजीकरण शुल्क-उप शीर्ष-0001, प्राथमिक इकाई 75 49 सकल प्राप्तियाँ विपत्र कोड - R0030031040001, A/c No.- 10963226576	20,000/- 1,000/-	21,000/-
भूस्वामी शुल्क-मुख्य शीर्ष-0029-भू रजस्व लघु शीर्ष-800-अन्य प्राप्तियाँ-उप शीर्ष -0006- अन्य मदें - प्राथमिक इकाई- 75 49 भूमि निबंधन शुल्क से आय विपत्र कोड - R0029008000006, A/c No.- 10963226598		/

भुगतान का माध्यम : नगद/ चेक/ ड्राफ्ट

कुल राशि 3,51,400/-

कुल राशि शब्दों में Three Lacs Fifty one Thousand Four Hundred Only.

स्थान- Danapur

Seam 600/-

तारीख- 22.07.2016

352,000/-

जमाकर्ता का नाम

एवं हस्ताक्षर

* चेक/ड्राफ्ट का विवरण पीठ पर अंकित होना चाहिए

* चेक/ड्राफ्ट की राशि अनुसूचित बैंक के परचात ही मान्य होगी

FOR USE OF THE BANK

स्कॉल नं०

तारीख

उपयुक्त कालम

संख्या 05 में दिने गए विवरणों के अनुसार रु०

शब्दों में

रुपये प्राप्त किया

प्राधिकृत पदाधिकारी का

हस्ताक्षर एवं मुहर

निबंधन हेतु सार्वजनिक चार्ज * जमा करने का

एस्को लेखा नं० : A/c No. 30978446198

जमा करने की तिथि :

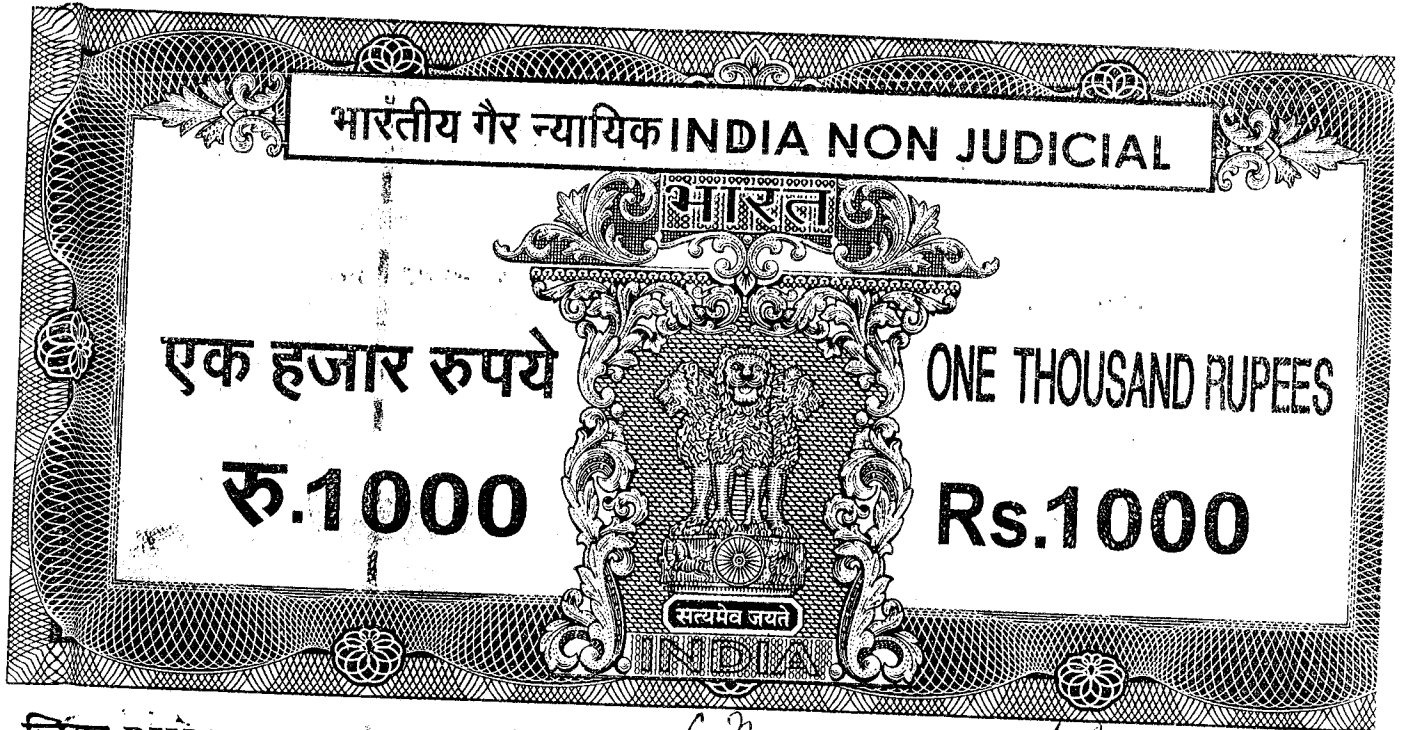
क की प्राप्ति एवं मुहर

बैंक स्कॉल नं०:

* (दस्तावेज के पृष्ठ की संख्या +2) X रु० 25/-

(1)

* (दस्तावेज के पृष्ठ की संख्या + 2) X ₹ 0.25/-



बिहार BIHAR

क्रम सं. 16449 तारीख 6 अप्रैल 2017 मूल्य 1000/- क्रम संख्या 16449

खरीदार का नाम और पता.....

महेन्द्र प्रसाद मुन्शी बिक्री

No.-136/76-समाहरणालय, पटना

SUPPLEMENTARY AGREEMENT
(Share Distribution)

This Share Distribution Agreement is made and executed at Patna on this the 5th day of April, 2017 of the Christian Era by way of supplemental to the Development Agreement dated 22.07.2016 (Deed No. 8539 & 8540 of the Sub-Registry, Danapur)

Between

M/s Nutan Construction, a partnership firm registered with the Registrar of Firms, Bihar, Patna vide its Registration No. 76 of 1992 dated 23.06.1992 as per provisions of the Indian Partnership Act, 1932, having its Registered Office at the "Hariom Apartment", Exhibition Road under P.S.- Gandhi Maidan in the Town & District of Patna, presently at the 8th Floor, "Nutan Plaza", Mohalla- Bandar Bagicha under P.S.- Kotwali in the Town & District of Patna,

1. Pranash Kumar Singh

Represented through

one of its partners and the authorised executant, **Sri Sanjay Kumar Sinha**, son of Sri Dharmendra Prasad Singh, resident of Flat No. 601, "Radhey Krishna Complex", R. K. Bhattacharya Road under P.S.- Gandhi Maidan in the District & Town of Patna, -hereinafter referred to as "the Developer", which expression, unless contrary to the context or repugnant to the meaning thereof, shall be deemed to mean and include its/his/their heirs, executors, administrators, legal representatives, assignees and/or successors-in-interest, the party of the **First Part**;

And

- (1) **Sri Prakash Kumar Sinha**, son of Late Sheoraj Sinha, resident of Janakdhari Lal Road, Danapur Cantt., P.S.- Danapur, District- Patna (Bihar)

And

- (2) **Sri Dinesh Kumar**, son of Late Raj Ballabh Singh,
- (3) **Sri Shailesh Kumar @ Shailesh Kumar Singh**, son of Late Anil Kumar Singh, and
- (4) **Smt. Damyanti Devi @ Dayavanti Devi**, wife of Late Anil Kumar Singh,
- all residents of Gola Road, Gajadhar Chak, P.S.- Danapur, District- Patna (Bihar),
 - hereinafter referred to as "the Landowners", which expression shall, unless repugnant to the context or meaning thereof, include their heirs, successors, executors, administrators, nominees and assignees, the parties of the **Second Part**.

Whereas the landowner, **Sri Prakash Kumar Sinha** entered into a Development Agreement with the Developer, **M/s Nutan Construction**, vide Deed No. 8539 dated 22.07.2016 of the Sub-Registry, Danapur (Patna) thereby agreeing to develop a piece & parcel of land measuring an area of 19.6675 decimals equivalent to more or less 8566 sq. ft.,

Prakash Kumar Sinha

For Nutan Construction

Sri Sanjay Kumar Sinha

lying and situated at Mauza- Shahjdpur Danapur (presently Danapur, Sainik Colony, Gola Road), under Revenue Survey Thana- Danapur, within Revenue Survey Thana No. 21, Tauzi No. 5399, bearing Survey Plot (Khesra) no. 1410 appertaining to Khata No. 171, within the limits of Danapur Nizamat Nagar Parishad, within the jurisdiction of the Sub-Registration Office of Danapur and Sadar Registration Office and District of Patna and and to construct thereon a multistoried residential building complex at Developer's cost on the condition of sharing of the built-up area of the building and parking spaces togetherwith undivided proportionate share in the said piece of land in the ratio 50 (Landowner) : 50 (Developer) and upon certain other terms and conditions as contained under the said Development Agreement;

And whereas the landowners, **Sri Dinesh Kumar, Sri Shailesh Kumar** and **Smt. Damyanti Devi** entered into a Development Agreement with the Developer, **M/s Nutan Construction**, vide Deed No. 8540 dated 22.07.2016 of the Sub-Registry, Danapur (Patna) thereby agreeing to develop an another piece & parcel of land, placed adjacent to the land owned by Sri Prakash Kumar Sinha, measuring an area of 206 decimals equivalent to more or less 89734 sq. ft., lying and situated at Mauza- Danapur Shahjadpur (presently Danapur, Sainik Colony, Gola Road), under Revenue Survey Thana- Danapur, within Revenue Survey Thana No. 21, Tauzi No. 5399, bearing Survey Plot (Khesra) no. 1407 appertaining to Khata No. 213 and Survey Plot (Khesra) no. 1408 appertaining to Khata No. 159, within the limits of Danapur Nizamat Nagar Parishad, within the jurisdiction of the Sub-Registration Office of Danapur and Sadar Registration Office and District of Patna and to construct thereon a multistoried residential building complex at Developer's cost on the condition of sharing of the built-up area of the building and parking spaces togetherwith undivided proportionate share in the said piece of land in the ratio 50 (Landowners) : 50 (Developer)

and upon certain other terms and conditions as contained under the said Development Agreement;

And whereas after amalgamation and consolidation of the aforesaid pieces of land, the said proposed multistoried residential building complex is under construction in accordance with the construction plan approved by the Nagar Parishad, Danapur Nizamat vide Building Plan No. 174/16-17 dated 30.12.2016 and its completion in two blocks, Block-"A" & Block-"B", comprising of Basement, Ground Floor and 12 Upper Floors, is in the offing by the name of "**LOTUS ABODE**";

And whereas under the terms of the said Development Agreement dated 22.07.2016, the respective shares of the Landowners and the Developer has although been determined in terms of **ratio & percentage** but it has been considered necessary and expedient in the interest of all the parties to this indenture, and in order to avoid any later confusion and dispute also, that the respective shares of the Landowners and the Developer/ Builder be also well earmarked and delineated in terms of **flats, parking spaces and proportionate area in land as well as common areas and amenities**;

And whereas in the above regard with mutual consent, an amicable settlement has been arrived at between the Landowners on the one hand and the Developer on the other.

NOW, THEREFORE, THESE PRESENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows, that is to say-

1. That **with mutual understanding and negotiation it has been decided and agreed between the parties that the share distribution of flats and parking spaces in the ratio of 50:50 of the**

For Nutan Construction,

Prakash Kumar Singh

Singh

building complex "LOTUS ABODE" between the Landowners on the one hand and the Developer on the other hand would be in the following manner-

BLOCK-A

	Landowners (50%)		Developer (50%)
	Sri Prakash Kumar Sinha	Sri Dinesh Kumar, Sri Shailesh Kumar and Smt. Damyanti Devi	
Floor	Flat No.	Flat No.	Flat No.
1 st Floor		101,102,103,104,105, 106,107,108 & 109	
2 nd Floor			201,202,203,204,205, 206,207,208 & 209
3 rd Floor	303 & 308.	301,302,304,305,306, 307, & 309.	
4 th Floor			401,402,403,404,405, 406,407,408 & 409
5 th Floor	502.	501,503,504,505,506, 507,508 & 509	
6 th Floor			601,602,603,604,605, 606,607,608 & 609
7 th Floor	703	701,702,704,705,706, 707,708 & 709	
8 th Floor			801,802,803,804,805, 806,807,808 & 809

9 th Floor	904.	901,902,903,905,906, 907,908 & 909	
10 th Floor			1001,1002,1003,1004, 1005,1006,1007,1008 & 1009
11 th Floor		1101,1102,1103,1104, 1105,1106,1107,1108 & 1109	
12 th Floor		1201	1202

BLOCK-B

	Landowners (50%)		
	Sri Prakash Kumar Sinha	Sri Dinesh Kumar, Sri Shailesh Kumar and Smt. Damyanti Devi	Developer (50%)
Floor	Flat No.	Flat No.	Flat No.
1 st Floor			101,102,103,104,105, 106,107,108 & 109
2 nd Floor	204.	201,202,203,205,206, 207,208 & 209	
3 rd Floor		305.	301,302,303,304,306, 307,308 & 309
4 th Floor	401 & 408.	402,403,404,405,406, 407 & 409	

Prakash Kumar Sinha

5 th Floor			501,502,503,504,505, 506,507,508 & 509
6 th Floor	604	601,602,603,605,606, 607,608 & 609	
7 th Floor			701,702,703,704,705, 706,707,708 & 709
8 th Floor		801,802,803,804,805, 806,807,808 & 809	
9 th Floor			901,902,903,904,905, 906,907,908 & 909
10 th Floor		1001,1002,1003,1004, 1005,1006,1007,1008 & 1009	
11 th Floor			1101,1102,1103,1104, 1105,1106,1107,1108 & 1109
12 th Floor			1201 & 1202

Parking Spaces

Commensurate to the above

Commensurate to the above

2. That the difference in allocable area and actual area of the parties has been conciliated and finally settled in the aforesaid division.
3. That all the parties to this deed and/or anybody legally claiming through them shall have right, title and interest to the proportionate share in the land as well as to the common areas and amenities of the building complex.

Prakash Kumar Singh

For Nutan Construction.

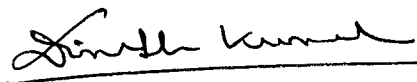
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4. That it has been decided between the parties to this deed that the transferees, buyers or tenants of the respective shares of the respective parties of this Deed shall be entitled to enjoy all the rights vested / acquired by the respective parties in their respective shares.
5. That both the parties to this deed and/or anybody legally claiming through them shall utilize all the common amenities, facilities and areas such as passage, walls, roofs, stairs etc. jointly with others having interest, right or title in the same.

In witness whereof the parties hereto have executed this agreement on the day, month and year first written hereinabove before the attesting witnesses herein mentioned.

Witnesses:-

1 Prakash Kumar Singh

2 

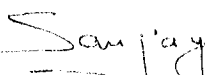
1. Sanjay Kumar Pabha
S/o Late D.N. Pabha
Flat no 207 A-2
Nutan Towers
Kashmir Bagh
Delhi-20

3

4

Signature of Landowners

For Nutan Construction


Partner

2.

Signature of the Developer

Serial No. 8689



Govt. of Bihar
Sub Registry Office, Danapur

Summary of Endorsement

This document was presented for registration on **22/07/2016** by **Dinesh Kumar**
A stamp duty of Rs. **3299000/-** and other fees of Rs. **61600/-** has been paid in it.
The document was found admissible. The names, photographs and fingerprints and signatures of the
executants, and their identifier, who have admitted execution before me, are affixed on the reverse page.
The document has been registered as deed no. **8540** in Book No. **1**, Volume No. **184** on pages from **73** to
96 and has been preserved in total **24** pages in C.D. No. **29** / Year **2016**

22/7/16

Signature with Date
(Dhananjay kumar Rso)
Registering Officer, Danapur

Date: 22/07/2016

Token No: 9043 /2016

Shri Lal K. Singh

22/7/16

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and
entered into at Patna on this the 22nd day of July, 2016 of
the Christian Era.



For Nutan Construction

Sanjay
Partner



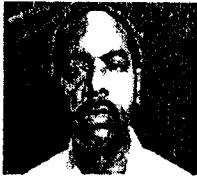
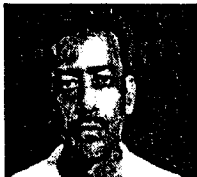
Sub District Registry Office, Danapur

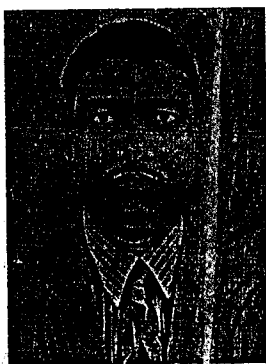
Token Number 9043

Reg. Year 2016

Serial Number 8689

Deed Number 85

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Sanajy Kumar Sinha						
Sig.	<u>Sanajy Kumar Sinha</u> 22/7/16						
Executant	Damyanti Devi Alias Dayavanti Devi						
Sig.	<u>Damyanti Devi</u> 22/7/16						
Presented By	Dinesh Kumar						
Sig.	<u>Dinesh Kumar</u> 22/7/16						
Executant	Dinesh Kumar	x Photo	x Thumb	x Index	x Middle	x Ring	x
Sig.							
Executant	Shailesh Kumar Alias Shailesh Kumar Singh						
Sig.	<u>Shailesh Kumar Singh</u> 22/7/16						
Identified By	Prakash Kumar Sinha						
Sig.	<u>Prakash Kumar Sinha</u> 22-7-2016						



And whereas another piece of land measuring an area of 1 acre 3 decimals, bearing Survey Plot (Khesra) No. 1408 appertaining to Khata No. 159, lying and situated at Mauza- Danapur Shahjadpur (presently Danapur, Sainik Colony, Gola Road) under Revenue Survey Thana- Danapur in the District of Patna, was purchased by the said Sri Raj Ballabh Singh from Babu Sukhdeo Prasad Singh, son of Late Gopi Singh, Babu Surendra Prasad Singh, son of Babu Sukhdeo Prasad Singh, executing for himself as well as his minor son Subodh Prasad, and Babu Devendra Prasad Singh, Babu Devnand Prasad Singh and Babu Bijendra Prasad Singh, all sons of Babu Sukhdeo Prasad Singh, all residents of Moharakpur, P.S.- Danapur in the District of Patna, by virtue of a Deed of Absolute Sale bearing Registration No. 4899 dated 19.11.1952, recorded in Book-I, Volume-32, at Page No. 99 to 104 of the year 1952 of the Sub-Registry of Danapur (Patna);

And whereas the said Sri Raj Ballabh Singh died intestate on 16/10/1991, leaving behind himself his widow, Smt. Rajmati Devi, and two sons, Sri Anil Kumar Singh and Sri Dinesh Kumar, as the legal heirs and successors to his entire movable as well as immovable property;

And whereas Sri Anil Kumar Singh and his wife Smt. Damyanti Devi alias Dayavanti Devi have got four sons named Sri Shailesh Kumar, Sri Sanjeev Kumar, Sri Avinash Kumar alias Sameer Sinha and Sri Amit Kumar alias Abhinav Singh and three daughters named Smt. Arti Kumari, Sushri Anjali Kumari alias Anjalie Sinha and Sushri Pooja Kumari alias Pooja Singh;

And whereas in course of an amicable family arrangement dated 04.02.1997 among the widow of Late Raj Ballabh Singh and all their daughters-in-law, sons, grandsons and granddaughters, the piece of land measuring 103 decimals equivalent to 1 bigha 13 katha, bearing Survey Plot (Khesra) No. 1408 appertaining to Khata No. 159, lying and situated at Mauza- Danapur Shahjadpur (presently Danapur, Sainik Colony, Gola Road) under Revenue Survey Thana- Danapur in the District of Patna, fell in exclusive share of Smt. Rajmati Devi while the piece of land measuring 51.5 decimals, bearing Survey Plot (Khesra) No. 1407 appertaining to Khata No. 213, lying and situated at Mauza- Danapur Shahjadpur (presently Danapur, Sainik Colony, Gola Road) under Revenue Survey Thana- Danapur in the District of Patna, fell in

282-282
22/1/16

Shailish Kumar Singh
22/1/16

Sanjay Kumar
21/1/16

For Nutan Construction

Sanjay



exclusive share of Sri Shailesh Kumar and Sri Dinesh Kumar also got in his exclusive share the piece of land measuring 51.5 decimals, bearing Survey Plot (Khesra) No. 1407 appertaining to Khata No. 213, lying and situated at Mauza- Danapur Shahjadpur (presently Danapur, Sainik Colony, Gola Road) under Revenue Survey Thana- Danapur in the District of Patna;

And whereas other members of the said family arrangement dated 04.02.1997 got their exclusive share elsewhere and out of rest of the immovable properties of the deceased Raj Ballabh Singh;

And whereas the said Sri Rajmati Devi and Sri Anil Kumar Singh also died intestate on 03/06/2003 and 04/08/2002 respectively, whereupon 103 decimals of land share of Late Rajmati Devi, bearing Survey Plot (Khesra) No. 1408 appertaining to Khata No. 159, lying and situated at Mauza- Danapur Shahjadpur (presently Danapur, Sainik Colony, Gola Road) under Revenue Survey Thana- Danapur in the District of Patna, was amicably divided between Smt. Damyanti Devi alias Dayavanti Devi, the widow of Late Anil Kumar Singh, and Sri Dinesh Kumar and in such a partition each of them got 51.5 decimals of the said piece of land;

And whereas Sri Dinesh Kumar is the owner and possessed of the piece of land measuring 51.5 decimals, bearing Survey Plot (Khesra) No. 1407 appertaining to Khata No. 213 as well as the piece of land measuring 51.5 decimals, bearing Survey Plot (Khesra) No. 1408 appertaining to Khata No. 159, lying and situated at Mauza- Danapur Shahjadpur (presently Danapur, Sainik Colony, Gola Road) under Revenue Survey Thana- Danapur in the District of Patna, morefully described in **Schedule-I** written hereunder;

And whereas Sri Shailesh Kumar is the owner and possessed of the piece of land measuring 51.5 decimals, bearing Survey Plot (Khesra) No. 1407 appertaining to Khata No. 213, lying and situated at Mauza- Danapur Shahjadpur (presently Danapur, Sainik Colony, Gola Road) under Revenue Survey Thana- Danapur in the District of Patna, morefully described in **Schedule-II** written hereunder;

And whereas Smt. Damyanti Devi alias Dayavanti Devi is the owner and possessed of the piece of land measuring 51.5 decimals, bearing

For Nutan Construction



Ob
22/11/16

Shailesh Kumar Singh

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Survey Plot (Khesra) No. 1408 appertaining to Khata No. 159, lying and situated at Mauza- Danapur Shahjadpur (presently Danapur, Sainik Colony, Gola Road) under Revenue Survey Thana- Danapur in the District of Patna, morefully described in **Schedule-III** written hereunder;

And whereas the name of Sri Dinesh Kumar, Sri Shailesh Kumar and Smt. Damyanti Devi stands in the *Serista* of the State of Bihar vide *Jamabandi* No. 5327, 5319 and 5318 respectively pertaining to their respective piece of land and with respect to which annual land revenue receipt is being issued in their respective names;

And whereas a consolidated description of the land owned and possessed by Sri Dinesh Kumar, Sri Shailesh Kumar and Smt. Damyanti Devi alias Dayavanti Devi forming part of this agreement has been given in **Schedule-IV** written hereunder (hereinafter referred to as "the said Land");

And whereas it has been further Represented and Declared by the Landowners:-

- 1) That the said land is under their exclusive possession with absolute right, title and interest, free from all encumbrances, charges or lien, capable of being transferred and conveyed in whole or in part, having a fully marketable title thereby.
- 2) That the Landowners have not created any encumbrance on the said land or any part thereof by way of sale, exchange, gift, mortgage, lease, trust, assessment, lien, license, permission, rent, possession, charge or in any other manner whatsoever.
- 3) That no notice or notification for any acquisition/requisition under any of the statute of the past or presently enforce has been received, served or passed by the Patna Municipal Corporation, Income tax Department or any other Government Authority for acquisition or requisition of the said land or any part thereof.
- 4) That apart from the Landowners, none else is entitled to have any share, right, title and/or interest in the said land or in any part thereof.

And whereas the landowners of the First Part are desirous of raising their piece of land, morefully described in **Schedule-IV** written hereunder, for the development and construction of multistoried

For Nutan Construction.



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residential-cum-commercial building complex over there through a developer of repute who would develop and construct residential-cum-commercial building complex at its own cost and allot and give to them a share in built-up/ super built-up area of the said residential-cum-commercial building complex in the shape of flats, shops/ offices/ multiplex, car parking spaces etc. as consideration for the value of a share in the said land to be given by the Landowners to the Developer:

And whereas the aforesaid Developer offered to develop and construct at its own cost residential-cum-commercial building complex (hereinafter referred to as "the said Building") on the said Land and the aforesaid Landowners agreed to accept and acquire flats/ shops/ offices/multiplex and car parking spaces etc. in "the said Building" as consideration for the value of a undivided share in "the said Land" to be conveyed by the Landowners to the Developer or its nominee/s including a cooperative housing society, firm, association of persons, a body corporate etc.;

And whereas on account of negotiations between the parties hereto, the aforesaid Landowners, the party of the First Part, and the aforesaid Developer, the party of the Second Part, and upon representations and declarations made by the parties, a Development Agreement is entered into between the parties hereto upon the terms and conditions hereinafter appearing.

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

1. That the terms of this agreement become enforceable with immediate effect and shall remain enforceable till discharge of this agreement by performance and for all acts, deeds or things done pursuant to the terms and conditions of this agreement.
2. That the Landowners appoint the aforesaid developer as the Developer of "the said Land" and grant to the developer, who has accepted from them the said Land, described in the **Schedule-IV** hereunder written, in the manner and on the terms and conditions and stipulations hereinafter mentioned.
3. That although the present development agreement is being made w.r.t. a piece of land measuring an area of **66 Kathas (approx.)** i.e. **206 decimals**, fully described in the **Schedule-IV** hereunder written,

For Nutan Construction



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the terms of the agreement shall stand automatically modified with the actual physical existence of land area available for the construction of the proposed multi-storied residential-cum-commercial building complex. The said area of the land also being the basis of preparation of map and approval of the same by the competent authority.

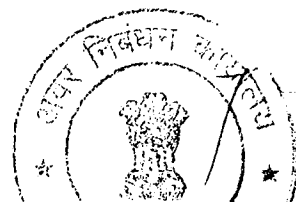
4. That the Developer and the Landowners have irrevocably agreed that the Developer will construct entirely at its own cost without any pecuniary contribution from the Landowners, the said residential-cum-commercial building complex as per **Specification** attached herein and as per plan mutually agreed upon by the Developer and the Landowners and as sanctioned by the Patna Municipal Corporation or any other authority competent in the said regard for "the said Land" and the said residential-cum-commercial building complex may be distributed over more than one block consisting of several floors. All expenditure will be borne by the Developer for development of the land, construction of boundary wall, fillings of soil and sand, making internal passages and approach roads, land survey, soil investigation, advertisement of the project, map sanction, construction of building, applying for and getting occupancy certificate from the competent authority etc. pertaining to development and construction of the proposed residential-cum-commercial building complex. The developer will also pay the applicable taxes, such as, Vat, Service Tax, Excise Duty, cess and any other Govt. duty or taxes in present and in future for complete construction work till handing over the share of the Landowners.
5. That it has been mutually agreed upon between the parties that the Developer would construct multistoried residential-cum-commercial building complex upon the said piece of land, subject to approval of the map sanctioning authority and adherence to the law, rules and regulations applicable in the said regard which shall be binding upon both the parties.
6. That the said building complex shall be named and displayed as "**LOTUS ABODE**".
7. That the aforesaid Developer has agreed to construct at its own cost the said multistoried residential-cum-commercial building complex on the said Land of the Landowners and has also agreed to give 50% (Fifty percent) of the total built-up area of the residential-cum-commercial building complex and parking spaces to the Landowners and/or their nominees (with undivided proportionate share in the said

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For Nutan Construction



Land to be retained by the Landowners) in consideration for the value of **50% (Fifty percent)** of the built-up area and parking spaces to be retained by the Developer togetherwith undivided proportionate share in the said Land conveyed by the Landowners. Both the parties would be free to use their respective shares in any manner or sell the same to the prospective buyer(s) who may form an association of buyers or a new co-operative housing society or join as an existing co-operative society for the purpose of buying and owning flats in the said residential-cum-commercial building complex whichever is found most suitable by them.

8. That it is reiterated that in consideration for **50% (Fifty percent)** of the undivided share in the said Land conveyed/transferred by the Landowners to the Developer or its nominees, the Developer agrees to give to the Landowners and/or their nominees **50% (Fifty percent)** of the total built-up area in the shape of flats/shops/offices/multiplex and reserved car parking spaces in the said residential-cum-commercial building complex to be constructed on the said Land by the Developer hereinafter referred to as "the Landowners' area". This is by way of final settlement and either the Landowners or any person or body claiming through them will not demand any further sum of premium or any interest except his **50% (Fifty percent)** share in the built-up area in the shape of flats/shops/offices/multiplex and reserved car parking spaces in the said residential-cum-commercial building complex in course of any dealing regarding the Developer's area.
9. That it is hereby agreed that delivery of possession of **50% (Fifty percent)** of the total built-up area in finished condition and parking spaces by the Developer to the Landowners shall form or deemed to form always an adequate consideration for the land area aforementioned conveyed/ to be conveyed by the Landowners to the Developer. The Landowners, therefore, will have no right, title or interest over the remaining **50% (Fifty percent)** of the undivided total land conveyed as aforesaid to the Developer except the proportionate share of **50% (Fifty percent)** of the undivided total land to be retained by the Landowners and/or their nominees.
10. That it is agreed by the parties herein that the Landowners as well as the Developer shall be absolute titleholder to their respective shares in the proposed building complex only upon completion of the project in all respect in terms of the present agreement. However, in case of construction of more than one block, the previously completed block

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For Nutan Construction



would not be considered incomplete simply because other blocks are incomplete or in the process of completion. The Landowners and the Developer would be at liberty to allot and enter into agreement for sale in respect of their shares.

11. That it is hereby agreed that the decision with regard to distribution of built-up area in terms of flats/shops/offices/multiplex and car parking spaces as the share of the Landowners and the Developer shall be made after the finalisation of construction plans and by a separate agreement in the said regard within one month after the sanction of map.
12. That the Landowners and their heirs/ successors and/or nominees shall solely and exclusively be entitled to the Landowners' area and they will have absolute right, title and interest over their respective area and will be fully entitled to transfer, convey, grant and otherwise alienate their interest in respect thereof in any manner, either by way of sale, gift, exchange or mortgage etc., as may be deemed fit by them, to any person(s), association of persons, Firm, body corporate, co-operative societies, govt. agencies etc. on such terms and conditions as may be decided by the Landowners or any person claiming through or under them.
13. That the Developer and/or his nominees shall solely and exclusively be entitled to the Developer's area and shall have absolute right, title and interest over the Developer's area and it shall be fully entitled to transfer, convey, grant and otherwise alienate its interest in respect thereof in any manner, either by way of sale, gift, exchange and mortgage etc. as may be deemed fit by them, to any person(s), association of persons, Firm, body corporate, co-operative societies, govt. agencies etc. on such terms and conditions as may be decided by them.
14. That the Landowners and their heirs/ successors, nominees/allottees and the Developer and his heirs/ successors, nominees/allottees and/or anybody lawfully claiming either through the Landowners or through the Developer shall be liable to pay Water Taxes, Municipal Tax, Maintenance Charges and/or any other tax, cess, fee or charge etc. which may be found payable by them, in the same proportion in which they hold or transact their share in the building complex.
15. That within 15 days from the execution of this development agreement, the Landowners agree to hand over and the Developer agrees to take over the vacant, peaceful and unencumbered possession of the said Land for the purpose of implementation of the terms of

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Shri/Dr. K. S. S. S.
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this agreement.

16. That the developer agrees to construct the proposed building complex within a period of **5 years** from the date of sanction of the Building plan by the Patna Municipal Corporation and/ or other competent authority with a **grace period of 9 months** to complete the balance work, rectification of defect, if any, obtaining occupancy certificate from competent authority. However, the time stipulation for the completion of the project shall be subject to *force majeure* and such happenings as are beyond the control of the Developer e.g. fire, tempest, strike, earthquake, exceptionally inclement weather and /or any other Acts of God or supervening impossibility in the performance of the terms hereby agreed on account of any legislation of the Union or State Govt. or their undertaking in which case the time limit as given aforesaid shall be suitably extended without any penalty or damage. In case of delay, the Developer agrees to pay @ **Rs.10,000/- (Rs. Ten Thousand)** per month per flat/shop/office as rent/penalty to the Landowners for the portion of built-up area not handed over .
17. That the parties to this agreement shall have no objection in signing any necessary paper(s) required for obtaining approval of the Patna Municipal Corporation and/or from any other authority or body. However, all fees, charges, costs and expenses relating to such approvals/sanctions, shall be borne by the Developer.
18. That it is further agreed that there may be alternations or revision of the aforesaid plan within the parameters of the Rules and Regulations framed under Patna Municipal Corporation Laws, which may become necessary, but the same shall not require any further approval of the Landowners but the Developer alone shall be entitled to make such alterations/revisions which would be binding on the other parties. However, the same should be pre-informed to the Landowners.
19. That it is understood by the Landowners that the Developer may negotiate with the Landowners of other Lands placed adjacent to the Schedule-IV land and conclude an agreement similar to the present one but with varied terms and conditions which of course would not be impinging upon the present development agreement neither the same shall impair the rights created herein for the Landowners of the First Part. Under such circumstances, the Developer shall have unfettered right to enter into agreements/ conclude transactions with other landowners and amalgamate the Schedule-IV land of the party of the First Part with the land adjacent to the same for the purpose of

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For Nutan Construction



bringing those additional lands within the fold of combined development and construction of the proposed building complex.

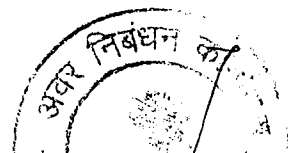
20. That, further, the Landowners of the First Part hereby unconditionally consents to such an amalgamation of the piece of the land as aforesaid and allotment of shares of such additional landowners in any of the blocks of the building complex, and on any of the floors, as per agreed terms, be the said building block constructed upon the land of any of the landowners including the Schedule-IV property. As such, the Developer shall have the liberty to exercise his option to amalgamate the piece of land as per its convenience in which case it shall have right to draw a single plan for construction or otherwise as may be found suitable by the Developer.
21. The Developer undertakes to indemnify and keep the Landowners indemnified and harmless against all risks, liabilities, claims, damages, compensations and expenses arising out of any injury to workmen, technicians etc. or caused due to such reasons as accidents, strikes, lock-outs or any penalty imposed by the Govt./semi Govt. authorities during the entire construction work.
22. That the Landowners will, after the execution of this agreement, allow every facility to the Developer, his staff, engineers, architects and workers etc. to enter upon the said land to enable the developer to carry out the various development works as stipulated in this agreement.
23. The Landowners or their nominees will be authorised to inspect the quality of material and workmanship. Defects found, if any, will be immediately rectified by the Developer.
24. That the Landowners hereby from the date of this agreement grant exclusive license to the developer to enter upon the said land and to take up and proceed with the development, planning and construction of the said building in terms of this agreement. The license granted to the developer by the landowners shall be a license as contemplated under section 60 (b) of the Indian Easement Act, 1982. It is agreed that any agreement or arrangement made or entered into at any time by the landowners either prior to execution of this agreement or thereafter in breach of or in violation to the terms and conditions of this development agreement, shall be null and void.
25. That the Developer shall have unfettered right, after demarcation of agreed shares between the Landowners and the Developer, to enter into agreement for sale or otherwise allot flats/shops/offices/multiplex, parking spaces and other tenements of

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For Nutan Construction



- the Developer's area in the said Building whenever required.
26. The Landowners shall have unfettered right, after demarcation of agreed shares between the Landowners and the Developer, to enter into agreement for sale or otherwise allot flats/shops/offices/multiplex, parking spaces and other tenements of the Landowners' area in the said Building whenever required.
27. The parties to this agreement agree to be a member of the society, if any, framed jointly by the Landowners, the Developer and/or other allottees of the said building complex for the administration and maintenance of the building complex, its common areas and facilities and further agree to sign and execute all papers, documents and applications, Bye Laws, rules and regulations, of the parties hereto, as may be necessary or required for formation and/or registration of such society and further agree to abide by the rules and regulations and bye laws of such society/maintenance committee to be framed for the upkeep and maintenance of the said building.
28. That for the purpose aforesaid and for purposes ancillary and incidental thereto, the Landowners have appointed, constituted and nominated **Sri Sanjay Kumar Sinha**, son of Sri Dharmendra Prasad Singh, resident of Flat No.601, Radhe Krishna Complex. R. K. Bhattacharya Road, under P.S.-Gandhi Maidan in the town and District of Patna, their lawful and authorised "Attorney" to do and execute, all or any of the following acts, deeds, and/or things in their names and/or on their behalf:
- To carry out, comply with and do every act, deed and/or thing as may be required under the provisions of this development agreement for the purpose of completion of the project.
 - To make and prepare and / or cause to be made all such plans, estimates, specifications and designs and/or any alteration / modification of the said plans, designs or specification as may be necessary and advisable for the purpose of construction of multistoried building complex on the said land and for obtaining approval and/or sanction from the Patna Municipal Corporation from and/or Local bodies, Town Planning Authority and to engage the services of any Architects, contractor, Engineer and other persons or parties for the said purpose and to sign all or any of such contract of such engagements as may be necessary.
 - To sign plans etc. including correction/endorsement thereof, if any, for getting the same approved by the Patna Municipal Corporation and/or any other Authority or Authorities and to

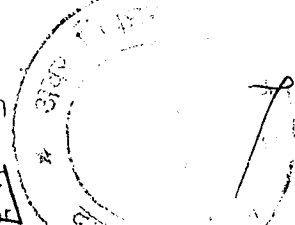
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For Nutan Construction

Sanjay
Partner



swear affidavits and file undertakings and/or other papers/documents as may be required by the Patna Municipal Corporation and/or any other Authority or Authorities for sanctioning the said plan and/or condoning deviations, if any, from the sanctioned plans and/or for representing for sanction of extra built-up-area due to relaxation in the building Bye-laws or due to any other reasons and/or against repayment of extra or penal fee etc.

- d) To apply for and to obtain sanction or revision of plan prepared with alteration, addition and modification and also to apply for and to obtain the occupancy certificate and/or completion certificate in respect of the building constructed or to be constructed on the said land.
- e) For any of the purposes mentioned hereinabove, to sign all applications, papers, undertakings, terms and conditions etc. as may, from time to time, be advisable and required.
- f) To commence, carry out and complete and/or cause to be commenced, carried out and completed construction work on the said land in accordance with the sanctioned plans and specification and/or with deviation as may be advised by the architects.
- g) To deal with and carry on correspondence on behalf of the landowners with all concerned Central and/or State Government authorities, local bodies and Patna Municipal Corporation in connection with or relating to the construction on the said Land.
- h) To appear on behalf of and represent the landowners before any concerned authority/authorities and party/parties as may be necessary or advisable for or in connection with the development of the said land.
- i) To appear on behalf of and represent the landowners before any judicial or quasi judicial authority, court or tribunal as may be necessary or advisable for or in connection with any legal proceeding including commencement, conduct or compromise of any suit or case relating to the said land and its development under the present agreement and to sign and execute vakalatnama, file petitions/affidavit etc.
- j) To ask, demand, sue for, enforce payment of and recover and receive from any person or persons rents and compensation and profit and/or deposit in respect of the construction, other than reserved for the landowners under the said development

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For Nutan Construction

Sanjay
Partner

agreement, which now or at any time hereinafter may become due and payable.

- k) To demolish and remove the existing structure on the said land and to display its own signboard over the said land and in order to mobilize funds from its prospective buyers, publish and advertise the proposal of Housing Scheme in its own name as the Developer/Builder by means of paper publication or through any other means and to book and allot developer's share in the land and building.
- l) To enter into and sign agreement for sale, on ownership basis of Developer's area, flats/shops/offices/multiplex to its allottees on such terms and conditions as the developer may deem fit and proper and to receive and appropriate all money whether received on account of such allotment as member contribution or as loan from any financial institution/bank.
- m) To sell, gift, exchange, mortgage or otherwise transfer in any manner, the entire constructions relating to the developer's 50% (fifty percent) share alongwith undivided proportionate share in the land to anyone as may be desired by the developer and for the purpose aforesaid to execute deed/document of transfer.
- n) To raise loans on the security and to mortgage the developer's area to any Bank / Financial Institution for the purpose of raising loans as may be required for the construction of the proposed multistoried building complex or for any other purpose and to sign and execute for the purpose aforesaid any deed, document or papers as may be necessary. However, the landowners owe no responsibility to repay the loan amount, interest thereon or any dues with respect thereof.
- o) To arrange for the execution and registration of flats/shops/offices/multiplex and parking spaces in favour of prospective buyer(s) of Developer's share and to execute and sign deeds / documents for transfer of flats/shops/offices/multiplex and parking spaces with undivided proportionate share in the land on his behalf.
- p) To apply for and obtain income tax clearance certificate, urban land clearance and all other permissions and approvals, as may be necessary for transfer/ conveyance of developer's share, for and on behalf of the landowners and also to present and admit execution of the said documents of transfer/ conveyance before the registration authority and to do all acts, deeds and things

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For Nutan Construction

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which may be necessary and incidental in the said regard for granting such documents of title to the developer and/or his nominees.

- q) To do in general all or any of the acts, deeds or things ancillary and incidental to the construction, raising finance for the construction, management and transfer of Developer's area in the multistoried building complex subject to the terms and conditions of this development agreement.
- r) The landowners hereby declare that all the aforesaid acts, deeds and things lawfully done by their attorney shall be construed to be acts, deeds and things done by them and on their behalf which they undertake to ratify.
29. That the landowners will deliver to the developer and / or its duly authorised attorney certified copies/photocopies of all original title deeds/ documents and papers relating to the said property for complete examination of the owners title thereto and landowners agree to give full co-operation to the developer in such examination of the owners title and to answer and/or to comply with all reasonable requisition that may be made by the developer and / or its attorney in this regard to establish a marketable title to the said land.
30. That if, and any, litigation is found to exist with respect to the said land and the right, title or interest of the developer is affected by such litigation and/or on account of application of the Laws, Bye Laws, Rules & Regulations of the state and the developer is dispossessed from the said land subsequent to execution of this agreement or subsequent to the commencement of developmental and construction work, the developer shall be entitled to be compensated for all the losses he would suffer which will include refund, within 180 days from the date of notice, of the premium amount, construction cost and any other cost already incurred in terms of developments of the said land without interest over such amount payable to developer.
31. That in case there be any defect in title of the landowners or there be any liability or any encumbrance which might be cured and discharged then in such an event the developer shall be entitled to have such defect cured and/ or liability cleaned for and on behalf of the Landowners and at the Landowner's cost and expenses.
32. That all outgoing including municipal taxes and other charges in respect of the said land shall be borne and paid by the Landowners

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For Nutan Construction



- till the date of handing over the vacant possession of the said land.
33. That it shall be legally obligatory upon the Landowners to discharge all their statutory liability before taking over delivery of their share in the building complex.
 34. That after delivery of possession of the Landowners' area to them free from all encumbrance, all outgoings in respect of the said land and the said building thereon shall be borne and paid by the Landowners and the developer and/or their nominees proportionately to their respective shares in the total built-up area.
 35. That the developer may form, as he may deem fit and proper, a co-operative housing society, association of persons or a body corporate of all the persons owning tenements in the said building. The Landowners and his nominee shall become members of such an organization. All members forming such a body shall abide by the rules and regulations as framed by such an organization from time to time and they shall be bound to contribute towards the cost of formation of such an organization as well as to pay regular maintenance charges as may be fixed for the maintenance and management of entire building complex.
 36. That the nominees(s) of the developer shall own and hold portion of the building comprised in the developer's area according to the standard agreement finalised by the developer in consultation with the Landowners. The Landowners and their nominee(s) shall be bound to hold and own portions of the Landowners' area in the said building on the same terms and conditions as contained in the aforesaid standard agreement and to execute similar agreements.
 37. That the common areas shall jointly be owned by all the owners of the portions of the said building with equal entitlement to use all common areas and facilities extended for utilization by the occupants of the said building on the same terms and conditions applicable to all for such utilization. No owner of any part of the said building will have exclusive right, title and interest over the common areas and common facilities except the right to common use.
 38. That it is agreed that if any levy is imposed by the Patna Municipal Corporation or any other public body or the Govt. for the development/ betterment of the area in which the said property is located or any other levy becomes applicable on the said land or the building thereon then the same shall be paid by the Landowners and the developer and / or their nominees/ allottees

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jointly in the same proportion as their shares of built-up area in the said Building.

39. That if F. A. R. is increased in future, the Developer may revise the sanction map and construct additional built-up area as per the revised sanction plan on its own cost as per the terms and conditions of this agreement. The additional constructed area will be shared among the Developer and the Landowners in the same ratio as per this agreement i.e., 50:50 respectively. No other party will have any interest or share in this newly constructed area.
40. That it is agreed that in all transfer / conveyance of land and/or built-up area, the purchaser(s) / transferee(s) shall bear the cost of stamp duty, court fees and other registration charges including miscellaneous expenses.
41. The developer will provide adequate lighting for common areas and parking space, water from boring through pumps, generator of adequate capacity for electric supply of lifts, common area lighting and transformer of adequate capacity.
42. That this agreement shall not ever be construed as a partnership of any sort between the Landowners and the Developer and the development rights created in favour of the Developer are not subject to any assignment without the previous consent of the Landowners.
43. That in case of any dispute arising between the parties relating to this development agreement; the same shall be settled by reference to the dispute or provision of the Arbitration Act 1996, as amended from time to time.

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SCHEDULE-I

(Land belonging to Sri Dinesh Kumar)

Piece & parcel of land measuring an area of 103 Decimals equivalent to more or less 44867 sq.ft, lying and situated at Mauza: Danapur Shahjadpur (presently Danapur, Sainik Colony, Gola Road), under Revenue Police Station-Danapur, within Thana No.21, Tauzi No.5399, bearing Survey Plot (Khesra) no.1407 appertaining to Khata No.213 and Survey Plot (Khesra) no.1408 appertaining to Khata No.159, within the jurisdiction of the Sub- and Sadar Registration Office Danapur in the District of Patna and bounded as follows:-

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North - Branch Road.

South - Part of Plot No.1409.

East - Part of Plot no1410.

West - Part of Plot No.1407 and 1408.

SCHEDULE-II

(Land belonging to Sri Shailesh Kumar)

Piece & parcel of land measuring an area of 51.5 Decimals equivalent to more or less 22433.4 sq. ft., lying and situated at Mauza: Danapur Shahjadpur (presently Danapur, Sainik Colony, Gola Road), under Revenue Police Station-Danapur, within Thana No.21, Tauzi No.5399, bearing Survey Plot (Khesra) no.1407 appertaining to Khata No.213, within the jurisdiction of the Sub- and Sadar Registration Office Danapur in the District of Patna and bounded as follows:-

North - Branch Road

South - Part of Plot No.1408

East - Part of Plot No.1407

West - Branch Road.

SCHEDULE-III

(Land belonging to Smt. Damyanti Devi alias Dayavanti Devi)

Piece & parcel of land measuring an area of 51.5 Decimals equivalent to more or less 22433.4 sq. ft, lying and situated at Mauza: Danapur Shahjadpur (presently Danapur, Sainik Colony, Gola Road), under Revenue Police Station-Danapur, within Thana No.21, Tauzi No.5399, bearing Survey Plot (Khesra) no.1408 appertaining to Khata No.159, within the jurisdiction of the Sub- and Sadar Registration Office Danapur in the District of Patna and bounded as follows:-

North - Part of Plot No.1407 .

South - Part of Plot No.1409.

East - Part of Plot No.1408.

West - Branch Road.

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SCHEDULE-IV

(Consolidated description of land under this Development Agreement)

Piece & parcel of land measuring an area of 206 Decimals equivalent to more or less 89734 sq. ft., lying and situated at Mauza: Danapur Shahjadpur (presently Danapur, Sainik Colony, Gola Road), under Revenue Police Station-Danapur, within Thana No.21, Tauzi No.5399, bearing Survey Plot (Khesra) no.1407 appertaining to Khata No.213 and Survey Plot (Khesra) no.1408 appertaining to Khata No.159, within the jurisdiction of the Sub- and Sadar Registration Office Danapur in the District of Patna and bounded as follows:-

North - Branch Road.

South - Plot No.1409.

East - Part of Plot no.1410 Prakash Kumar Sinha & others

West - Branch Road.

Computation of value of the property under development agreement as per government rate

1. Total land area (approx.) is 65.92 Kathas (206 Decimal) 89718 sq.ft.
2. Value of the Land @ Rs.1836.8846/- per sq. ft.
or @ Rs.8,00,000/- per decimal Rs.16,49,00,000/-
Thana Code - 118
(Rupees Sixteen Crore Forty Nine Lacs) only.

GENERAL SPECIFICATION OF

STRUCTURE

- ❖ RCC Frame Structure with brick Filler Walls.
- ❖ Earthquake resistant structure.

FLOORING

- ❖ Vitrified Tiles inside the flats/shops/offices/multiplex. Min. Size- 600 x 600.

DOORS & WINDOWS

For Nutan Construction

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- ❖ Main Door – Decorative Panel door polished on the both side. Other doors will be Flush Doors with one side teak finish and the other side painted with two coats of enamel paint.
- ❖ Sal wood door and window frame.
- ❖ M.S Grill, sliding aluminium window.

KITCHEN

- ❖ Slabs of well Finished Granite Stone with Stainless Steel Sink and Drain Board; Glazed Tiles dado wall up to 2' height over counter.
- ❖ Three Power plug will be provided for microwave, mixer & geyser in Kitchen.

BATHROOM

- ❖ White coloured Ceramic Sanitaryware of Parry ware /Hindware or of any other branded company make in all bathrooms.
- ❖ Ceramic Floor Tiles, Ceramic Tile up to 7' on Walls, European WC in Toilet attached to Master bed room shall of branded company.
- ❖ Provision for Hot & Cold Water Supply. Branded CP Fittings, Wash Basin in all toilets.
- ❖ Power plug for geyser in each Bathroom. Points for exhaust fan.

ELECTRICAL

- ❖ Copper wiring in concealed P.V.C Conduits. Sufficient light points. Provision for T.V. & Telephone Points in each Bedroom & Drawing Room.
- ❖ All Electric items shall be of branded company.
- ❖ Power points in each bedroom and drawing room.

FINISHING

- ❖ All internal walls with P.O.P punning, Cornice and moldings in Drawing/Dining. Weather coat of branded company to be provided on external walls.

WATER

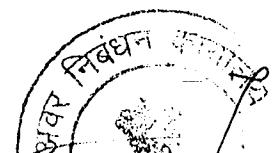
- ❖ 24 Hours Fresh water supply from own Tube well.

PARKING

- ❖ Covered/Open Car Parking space on ownership basis

LIFT

For Nutan Construction



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- ❖ standard company make like Otis/Kone or Johnson or other equivalent Elevator will be provided.

GENERATOR

- ❖ Self start silent Gen-set of Govt. approved Company.

SECURITY

- ❖ 24 Hours cable Intercom system from the gate to all the units of the apartment for the greatest Security with CCTV Installation.
- ❖ Latest Fire fighting system at all floors including a centralized arrangement for the whole of the building.

In witness whereof the parties hereto have executed this development agreement on the day, month and year first above written before witnesses herein mentioned.

Witnesses:-

1. Prakash Kumar Singh
Late Shiv Raj Singh
Janakdhar Lal Road
Danapur cantt, Patna

Dinesh Kumar
22/7/16
(DINESH KUMAR)
(PAN - ADKPS1993F)

Shailesh Kumar Singh
22/7/16
(SHAILESH KUMAR alias
SHAILESH KUMAR SINGH)
(PAN - CTEPS5415G)

2. Patthak
22.7.16
Sanyay Kumar Patthak
S/o Sri D.N. Patthak
Flat no 207 A-2
Nutan Towers
Kashyabagh main Rd.
Patna-20.

Damyanti Devi 22/7/16
(DAMYANTI DEVI alias
DAYAVANTI DEVI)
(PAN - BJUPD4617A)

Signature of the Landowners

For Nutan Construction

Sanyay 22/7/16
Patna
Signature of the Builder/Developer
(PAN-AAFFN0729E)

Patthak
Dated 22/7/16

22/7/16

Endorsement of Certificate of Admissibility

issible under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian mp 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. 3299000/-
ul. Stamp duty paid under Municipal Rs. 0/-

Amt. Paid By N.J Stamp Paper	Rs.	0/-
Amt. paid through Bank Challan	Rs.	3360600/-

Registration Fee										LLR + Proc Fee	Service Charge
A1	60000	C	0	H1b	0	K1a	0	Lii	0	LLR	0
A8	0	D	0	H2	0	K1b	0	Liii	0	Proc. Fee	0
A9	0	DD	0	I	0	K1c	0	Mb	0	Total	0
A10	0	E	1000	J1	0	K2	0	Na	0		
B	0	H1a	0	J2	0	Li	0				
TOTAL-									61000		

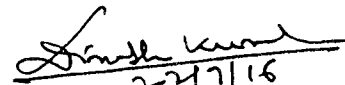
Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 61600


Registering Officer
Danapur

ate: 22/07/2016

Endorsement under section 52

presented for registration at Registration Office, Danapur on Friday, 22nd July 2016 by Dinesh Kumar Late Raj Ballabh gh by profession Others. Status - Executant


Signature/L.T.I. of Presentant

Date: 22/07/2016


Registering Officer
Danapur

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Prakash Kumar Sinha' age 1' Sex 'M', 'Shiv Raj Sinha', resident of 'Janakdhari Lal Road Danapur Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.


Registering Officer
Danapur

ate : 22/07/2016

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Danapur in Book 1 Volume No. 184 on pages on 73 -96 , for the year 2016 and stored CD volume No. CD-29 year 2016 .The document no. is printed on the Front Page of the document.

ate : 22/07/2016

ken No. : 9043

Year : 2016

S.No. :

8689




Registering Officer
Danapur

Deed No. : 8540

22/07/2016