

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000

बिहार NHAR

कम संख्या 3715 दिनांक 30/08/2023 मूल मूल्य 10000/- Deed No. 8365

केता का नाम एक कता:-

GOVT of Bihar

Sub-Registrar Office, Danapur

Summary of Endorsement

29/1964 आन मयूरी 48

215-415

This document was presented for registration on 30/08/2023 by Rakesh Narayan
A Stamp Duty of Rs. 287880/- and other Fees of Rs. 20500/- has been paid in it.

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

The document has been registered as Deed No. 8365 in Book No. 1, Volume No. 185 on pages from 354 to 372 and has been preserved in total 19 pages in C.D. No. 29 / Year 2023

Date: 30/08/2023

Token No: 8542/2023

Signature with Date
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Registering Officer, Danapur

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Registering Officer, Danapur

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made and entered into at
Patna this 30th day of August 2023 (Two thousand twenty three).

Rakesh Narayan

30/08/2023



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BETWEEN

Sri Rakesh Narayan (Age.61 Years approx) Aadhar No, **974917690161**, PAN No. **ACUPN6176E** Son of Late Suredra Narayan, resident of Naya Tola ,Danapur, P.O-Danapur Cantt, P.S.Danapur, Distt-Patna, Bihar-801503, hereinafter referred to as the **Land Owner** which expression excluded by or repugnant to the context, mean and include their heirs, executors, administrators, legal representative successors, and assigns of the ONE PART

46200452299 Adhar No 9749 1769 0161

AND

M/s Kutir Housing Developers and Consultants Pvt. Ltd., having its registered office at 13/1, Anandpuri Boring Road, Patna-I Through its Director **Sri Ashok Kumar Sinha** (Age 58 years approx) Son of Late Rama Shankar Sahay, resident of 13/1, Anandpuri, Post- G.P.O., P.S.- Srikrishnapuri, District- Patna, Bihar 800001, hereinafter referred to as '**Developer**' which terms of ex-pression shall unless it be repugnant to the context or meaning thereof, mean and include their successors and assigns of the OTHER PART. m - 9834102353 Adhar No 7303 1323 2302.

(A) Whereas the owner is seized and possessed of or otherwise sufficiently entitled to the property within the limit of the Nagar Parisad Danapur Nizamat situated at Danapur, P.S.- Danapur, Dist- Patna, bearing Part survey plot no.- 1559, khata no. 455 Tauzi No., Thana No. 21, Mauza :-Danapur Shahjadpur, Pergana Phuiwari, within the town and District of Patna within the Jurisdiction of District Patna and sub registrar of Danapur, measuring about 12.75 Decimal (Twelve point Seven Five Decimal) 4.08 Kathas more or less fully described in the Schedule-I at the foot of this agreement. Whereas as the property of Schedule no.1 fully described at the foot of this deed is the Khatiyani property. In Khatiyani the name of Bhanu Pratap is recorded. Bhanu Pratap died issueless living behind his two brothers Basudeo Narayan and Dharnidhar. Basudeo Narayan died living behind his three sons Narendra Narayan, Yogendra Narayan and Birendra Narayan. Dharnidhar died living behind his three sons Surendra Narayan, Manendra Kumar and Dhirendra

Rakesh Narayan

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For Kutir Housing developers & consultants (P) Ltd.

Director

30/8/23



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Kumar. All the six brother came in actual peaceful physical possession on the said property and mutated their name in the Govt. register through C.O. Danapur. Surendra Narayan died living behind his two sons Rakesh Naryan and Mukesh Kumar. Mukesh Kumar died living behind his wife Sangita Devi and minor children. Rakesh Naryan and wife of his brother (Late Mukesh Kumar) Sangita Devi divided their share in the said property along with their Co-shares uncles Sri Manindra Kumar and sir Dhirandra Kumar. The Land Owner Sri Rakesh Narayan come in actual and peaceful physical possession on the part of the said property, become of absolute owner of the said part of the property and mutated his name in the govt. register through C.O. Danapur and paying the ground rent of his share. Since then the land owner above name came in actual, physical possession over the same and mutated his name in the State serista and paying rent to the Government through circle office Danapur vide Zamabandi no, bhag wartman-108 page no.38 of the year 2022-2023. Now the land owner (Sri Rakesh Narayan) jointed this development agreement as the karta of his family and share of landowner will be distributed as per his family settlement deed.

(B) And whereas the owner covenant that the aforesaid property is in their exclusive possession with absolute right, title and interest and the same is free from all encumbrances, debts, liens, charges and attach-ments, and is in marketable condition and has in himself good right, full power and absolute authority and title to transfer the whole and part of the said schedule property.

(C) And whereas the owner is interested in getting a residential complex (multi stories Building) and acquire residential super built-up area in the same as consideration in exchange for the full and final value of the land.

(D) Whereas the **M/s Kutir Housing Developers and Consultants Pvt. Ltd.**, in their own capacity decided to arrange funds from its customer and construct and develop the land offered by the owner on the terms and conditions mentioned herein and authorises its Director **Mr. Ashok Kumar Sinha** Son of Late R. S.

Rakesh Narayan
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Director
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Sahay resident of 13/1, Anandpuri Boring Road, Patna-I, to enter into this agreement /contract.

(E) That the aforesaid company (Developer) offered to construct, at their own cost and out of the funds to be arranged from its members / customers, a residential building on the said land hereinafter referred to as the building and give 75% part of the total super built-up area of the building to the owners in consideration for the value of the said land and to allot / sell the remaining 25% of super built-up area of the building to the members / customers on such terms as agreed herein.

(F) Certain terms and conditions have been agreed to by and between the owner and the Developer with regard to handover of the said land by the owner to the developer and the construction of the said building by the developer and disposal of the flats and parking spaces or any other tenements therein. The parties hereto are desirous of recording into writing the terms of such agreement as hereunder. Now this deed witnesses and is hereby irrevocably agreed and declared by and between the parties hereto as follows:

1. The Land owner above named hereby engage **M/s Kutir Housing Developers and Consultants Pvt Ltd.**, as the Developer of the said land and entrust the rights to develop and make construction and to allot, sell, transfer and convey the said 25% super built-up area to the members / customers / non members of the company (hereinafter referred as developers) and or their nominees and the developers have agreed to undertake the Development of the said multi storied building and to develop, plan, construct the said multi storied building out of the funds arranged by them from its members/purchasers and to allot/sell 25% of the flats and parking spaces, tenements etc, in the multi storeyed building constructed on the said land.

2. As consideration for the value of the said land to be handed over to the developer, the developer agrees to construct, complete and deliver to the owner 75% of the total new construction of the said multi storied building along with 75% parking space as well as 75% of the common area in the shape of super built-up area.

Rakesh Varayan

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For Kutir Housing developers
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26/8/23

Director



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3. Whenever required by the Developer, the owner will join as under and/or the confirming party in any agreement that the developer may enter into with any person or persons who desire to acquire developer's share of common area, parking space along with flats on ownership basis. All amounts receivable against developer's share of built up area under such agreement for flats will be received by the developer as their own money for their own use.

4. That the Land Owner hereby grant to the said Developer / Builder the said property mentioned in the above paras and more fully described in Schedule-I at the foot of this Agreement in the manner hereinafter appearing on the terms, conditions and stipulations mentioned in this agreement.

6. That owner hereby give possession of the said land and make entire land available to the Developer which is more fully and clearly described above and in the Schedule below on the date of signing of this Agreement to develop plan, construct, allot, sell and transfer the proposed building to the limit of 25% of their share.

7. That the land owner has assured that the entire land is free from all encumbrances, charges, and there has not been any notifications, for its acquisition either from Govt. or P. M. C. or P. R. D. A. etc. nor there is any prohibitory order or restriction in construction of multi storied building on the said land and that there will be no obstacle in getting the Map and Plan sanctioned for Construction of Multi Storied building (Residential or of any type in the name of the Land Owner, and the owner shall provide all the relevant / required original documents to prove their title on the premises to the satisfaction of local development authorities and financial bodies. The Developer has also agreed to develop the said property described in the schedule by constructing thereon one building consisting of 4 no. of flats, spaces, dwelling units, garages and other tenements in accordance with the building plans duly approved by the P.M.C. in the name of the land owner.

8. That the entire multi storied complex shall be constructed in one building as per the planning or design allowed and duly

Rakish Varshney
30/08/23

For Kutir Housing developers
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Director
30/8/23



sanctioned by the P.M.C. and after the construction of the said complex at the cost or out of the finance arranged by the developer who will hold **25 (Twenty five)** percent of the constructed habitable area of the building with land (25%), the developer shall give **75 (Seventy five)** percent of the constructed habitable area and land as described the detail in Schedule III of this agreement to the land owner. The land owner will get **75%** area in the shape of super built-up area as well as **75%** of car parking space and common area only. The share distribution is as per schedule III at the foot of this agreement. All the remaining constructed or un-constructed portion e.g. Road, Sahan, passages, Stair case, space for lift and the lift if fitted together with all such constructions for common use and for facilities of supplying water; electricity or generator room and even common hall or after such construction shall be for common use by the owner, their heirs, allottees, transferees and assigns and by the Developer and their heirs, nominees, allottees, transferees and assignees as well, who all shall have the right to use such common premises or space as per convenience and rules if any framed by the occupants of the entire premises or the owners and the developers.

9. That the land owner shall have right to deal with, allot, enter into agreement transfer, by way of sale, gifts, lease etc the aforesaid **75 (Seventy five)** percent of the constructed area i.e. owner's share in the way they like and similarly the developer/ builder shall have the right to deal with, allot enter into agreement or transfer by way of sale, gift, lease etc. the aforesaid **25 (Twenty five)** percent of the constructed area i.e. developer's share with the facilities given under this agreement as per provisions of Bihar Apartment ownership Act 2006.

10. The owner hereby, authorize the Developer to do if required all acts, deeds, matters, things and particulars for the furtherance and execution of the Scheme as per sanctioned plan :-

(a) To have the plans of the proposed building or buildings to be constructed on the said property as per approved plan or amended

Rakesh Narayan
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30/08/23
Director



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in accordance with rules and regulations of the concerned authorities and in the name of the owner with the consent and to do and sign, all writings and undertakings as may be necessary in connection with the approval and sanction of such plan.

(b) To engage Architects, Surveyors, Engineers and Contractors or petty contractors or other persons relating, to development over the premise in question.

(c) To make applications to the concerned Authorities for obtaining permits after applying for quotas of cement, steel and other control building materials and for obtaining electrical connection or water connection or sewerage and drainage connection etc.

(d) To accept service of any writ, summons or other legal notices and to appear and represent the owner in any court Judicial Tribunals and other Statutory authorities or Board in connection with the said development work and to commence or file suits, action / actions, or other proceedings in any court or before Public Officer or tribunal relating to the said work of development over the said properly and for any of the purposes aforesaid, to sign, execute and deliver or file all necessary Vakalatnamas Affidavits, Plaints, orders application and other documents, papers and writings etc. subject to the terms of this agreement.

(e) To give and grant on ownership basis or other basis the developer, their share of flats / tenements etc. in the building constructed on the said land and to receive and appropriate to their own account the sale price in respect there of and like wise the owner will do the same in respect of their shares as per the agreed terms and stipulations stated above and earmarked for them.

(f) To mortgage out of the said property to the limit of 25 (Twenty five) percent of the saleable area i.e. developer's share with financing institutions, or bank for enabling the purchasers of flats / tenements etc. to obtain loans against their flats etc.

(g) To display by the Developer their Sign Board at the site and to give it under advertisement in local papers and daily News Papers.



For Kutir Housing developers
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Ashwani K. Singh
Director 30/8/23

Rakish Nandan
30/08/23

(h) To sign and execute and to deliver any conveyance or conveyances for the developers share of flat and parking spaces and all other deeds instruments and assurances which they shall consider necessary and to join as confirming party in the conveyance of the proposed sale and to present any such conveyance or conveyances for registration to admit execution and receipt of consideration before the Sub Registrar having authority, for and to have the said conveyance registered.

(i) To transfer the developer's share in the property or part or parts thereof from time to time to its members or purchaser of the flats.

(j) And generally to do all acts, deeds, and things for developing the said property.

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

(l) That the final/deed of the flat along with common areas and common facilities i.e. common verandah and balconies, lifts, common staircase, lawns, garden lands, setback areas, boundary wall, common parking areas, generators, fire fighting equipments, electrical installations in common areas, pipes fittings, all other fittings and fixtures meant for common areas, shall be executed and registered by the developer/promoter or the land owner, as the case may be, as per sub-section.(K) in favour of the prospective flat purchasers.

11. The Development of the said property shall be by and on account of the Developer and neither the Owner himself jointly or individually nor any other persons claiming through the owner shall have any right in the Development of the said property as per agreed and approved plan and specification by the P.M.C. The Developer shall alone be responsible and liable to the Govt./ P.M.C. and such other concerned authorities for the discharge of the said work and shall alone be like wise liable for the loss if any or for any claim

Rakish Nayak
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arising from the Development work and shall keep the owner well indemnified in respect of all their actions, proceedings, demands, claims, costs, charge, expenses, losses, damages, compensations or penalties of any sort or nature whatsoever the owner may be put to sustain or in connection with the said work or for the default, failure or breach of contract by the Developer till the period of completion of the constructions. Similarly because of the owner, if the developer, or the work of development is hampered in any way the owner will indemnify the developer / developers or their agents and representatives.

12. All the outgoings in respect of the said property from the date of possession to be given to the Developer hereunder shall be borne and paid by the Developer but prior to the period relating to such possession shall be the liability of the owner alone.

13. All out of pocket costs, charges and expenses of incidental charges including the stamp duty and Registry fees on conveyances or conveyances shall be borne and paid by the allottees / or the transferees in respect of their allotted flats, tenements fallen under the share of each parties/Any other expenditure relating to the Advocates relating to Development will be borne by the Developer.

14. The developer alone shall be entitled to recover or accept refund of any deposit made after this Agreement with any concerned authorities e.g. P.M.C., Collector, or Town planning authorities or. With any Govt. or Semi Govt. Bodies, courts.

15. That the project will be completed within three years from the date of sanction of plans from P.M.C. or the date of handing over the said premises to the developers, whichever is later. The Owner agrees to allow a grace period of Six months over the aforesaid period. The period of completion is subject to the principle of force majeure, fire, tempest, neighbour problem, handing over of vacant possession of the entire premises, owner problem or other inevitable etc. God or government effecting work, then so much of the time as is so lost will further added to the period of completion.

Rakesh Narayan
30/08/23

For Kutir Housing developers
& consultants (P) Ltd.

Director 30/8/23



16. That development of the said property shall be by and on account of the developer and neither the owner nor any other person or persons claiming through the owner shall have any right in the development of the said property as per agreed plan and specification and as approved by P.M.C. The developers shall develop the said property at its own cost for development of the said property and shall alone be liable for the loss, if any or for any claim arising from the development of the said property and shall indemnify and keep indemnified the owner and their estate against and in respect of all actions, proceedings, demands, claims, costs, charges, expenses, losses, damages, compensation and / or penalties of all sort or nature whatsoever the owner may be put to, sustain or incur due to and / or arising out of or in connection with the development of the said property.

17. That on completion of the construction of buildings in terms of this Agreement and handing over of owner's share of the super built-up area thereof to the land owner, the land owner shall execute and register all deeds and documents and do all things as may be necessary for finally perfecting the right title and possession of the developer in respect of their allottees or in favour of its nominees and assignees individually or collectively in case it is allotted or assigned to any co-operative society as and when so required by the developer and similarly the developer shall also execute and register all deeds and documents that may be necessary for perfecting the rights, title and possession of the land owner over the owner's share of the super built-up area allotted to them in his favour individually or collectively as and when so required by the land owner.

18. The Owner will have no right to interfere or to put any obstruction in construction being executed as per the map approved by the P.M.C.

19. The Land Owner shall execute an irrevocable power of Attorney and Register the same in the Registering Officer as the developers desire, to get the work successfully and smoothly done as lawful Attorney for and on behalf of the land owner to do any act,

Rakesh Narayan
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For Kutr Housing Developers
& Consultants (P) Ltd.

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Director



things, deeds for the interest of the project and to carry on the Development work legally without let or hindrance from any person through or under land owner.

20. That the owner will not be entitled to take steps to dispossess the ~~Developer society or their men provided~~ the construction work is carried on and completed in terms of this development agreement the developer has right to the execution and registration of the sale deed / transfer deed / deed of release/ deed of conveyance /deed of exchange etc. up to **25%** of developer's share as per provisions of Bihar Apartment Ownership Act 2006.

21. For the purpose of verifying the correctness of the declaration made above regarding the absolute ownership of the said property and their hereto being marketable free from all encumbrances, and also their undertaking not to encumber the said property or otherwise alienate or dispose or deal with the same or any part thereof same and except as herein above provided the developers will be entitled to ~~accesses~~ all necessary original documents including title relating to the property for the purpose of verification as ~~aforsaid~~ including investigation of the owner title to the property. The owner undertakes to hand over copies of all such relevant papers of its use at the time of execution of this development agreement and shall hand over the respective original as and when required by the developer.

22. ~~The Land Owner hereby undertake~~ not to sell, dispose, alienate the said property or any part thereof and except putting the Developer in possession thereof for the purpose of Developments in pursuant to this Agreement with the ultimate object of granting, conveying and transferring the same to get it developed by the Developer and shall do nothing in ~~contravention of the Agreement~~ and as otherwise agreed upon by the owner and Developers in writing.

23. That in case of any difference and ~~disputes arising out~~ or so called to arise relating to the lands and construction thereon out of this Agreement, will be settled by reference to the Arbitrators one each to be nominated by the parties and the two together will

Rakish Jha
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Director

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mutually select and umpire and their decision, findings and verdicts so given, shall be binding, and conclusive under the provision of the Arbitration Act with the jurisdiction of the court at Patna.

24. That even in case of any difference or dispute the construction once started cannot be stopped as per the sanctioned plan by any of the parties, but the Arbitrators or the court as the case may be can only get the site, and construction inspected by any expert and call for a report.

25. That the land owner agrees that the developer is acquiring the plot adjacent to East and South of this plot and combined map will be sanctioned from competent authority, the land owner will take their share in the portion constructed on their plot as per schedule-III similarly the other owner will take their respective share in the portion constructed on their land only.

26. In any event the owner without prejudice to foregoing declaration agree and undertake to remove all obstacles and clear outstanding doubts or defects if traced out / pointed out at their own cost to vest the said property in Developer or their nominees as said in preceding clauses.

27. The owner agrees that if any levy is imposed by the P. R. D.A./ P. M. C. or any other public body(ies) or the Govt. for the development Betterment of the area in which the said premises is located then the same shall be borne and paid by the owner and the developer jointly in the same proportion as their respective shares of land and built up area in the building.

28. In case, at any time in future additional built-up area over and above the proposed square feet on the said premises is permitted or sanctioned and constructed by the developer, with the consent of the land owner, this will be shared mutually on the same terms and condition as contained in this agreement with the owner.

29. That the land owner and builder will register the sale deed in favour of purchaser with terms and conditions stipulated in the declaration approved by the P.M.C. or Competent authority

Rakosh Narayan

30/08/23

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30. This agreement has three Schedules i.e. Schedule No- I of total land of this agreement and Schedule No-II Specification and Schedule No- III of Share Distribution.

31. ~~All legal and lawful procedures and action are subject to Patna Civil/High Court Jurisdiction.~~

The proposed building on the schedule premises has to be constructed as 12 Flats consisting of 3 flats on each floor.

SCHEDULE-I

Description of the land/property under this development agreement.

All that piece and parcel of land measuring an area of 12.75 Decimal (Twelve point seven five decimal), Situated at Danapur Bank Colony, Thana code-088, P.S.- Danapur, Distt. Patna, bearing Thana no.21, Tauzi no-....., Khata no.455, Plot no 1559 Part, within the town and district of Patna within the Jurisdiction of sub Registry Office Danapur and Sadar Registry Office Patna, within the limits of Nagar Parisad Danapur Nizamat Circle office Danapur, vide Zamabandi no, bhag wartman-108, page-38 of the year 2022-2023 and the same is bounded as follow :-

Boundary :-

North :- 12 feet wide Road (Out of which of 6 feet left for Road by Land Owner).

South :- Plot no. 1560 and Sarju Kutir

East :- Part Plot. No. 1559 Sri Dharendra Kumar

West :- Part Plot no. 1559 Smt. Sangeeta Devi.

Total Govt. value of the land is Rs.1,43,44,000/-

SCHEDULE II

FEATURES AND SPECIFICATION OF FLATS A) FLOOR & WALL TILING:

1. The flooring in the living room, bedroom, dining area, kitchen and balcony will be of vibrified tiles (800x800 mm or 600x600 mm)
2. The flooring in bath rooms, toilets will be of ceramic tiles flooring.

Rakish J Narayan
30/08/23

For Kutir Housing developers
& consultants (P) Ltd.

Director

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3. Ceramic/glazed tiles will be provided in toilets up to 7' ht. from finished floor level. In kitchen it will be up to ht. 2'-0" from kitchen platform.

B) SANITARY WARE & FITTINGS:-

1. All water closet and wash basins will be in white ceramic of Parryware or Hindware, with low level white cisterns made up of PVC of Parryware or Hindware.
2. All top fittings will be of chromium plated brass of Parryware or Essco.

C) KITCHEN PLATFORM & SINK:-

Top of kitchen platform will be of granite with Stainless steel sink.

D) DOORS & WINDOWS:

1. R.C.C. door frame in toilet, kitchen and other door frame will be made of good quality of wood and front doors will be teak wood and other shutters will be factory made flush doors duly laminated.
2. Window frame and shutters will be fully glazed sliding UPVC shutter.
3. Front doors will be provided with a night latch, magic eye and a brass lock. All other door fittings will be of onodised brass.

WALLS:

1. Interior walls will be decorated by wall putty with one coat of cement primer.
2. Exterior wall will be finished with wall putty/texture painted with weather coat permanent finish depending upon bulk availability.

PLUMBING AND WASTEWATER LINES:

All concealed plumbing for supply water will of CPVC pipes and external soil of waste water lines will be PVC pipe in a two stack system with geyser line connection in all the bath rooms.

ELECTRICITY SUPPLY AND WIRING:

1. Each flat will be provided with a separate meter located on the main electrical panel board. A separate meter(s) for common services will be provided on main electrical board.
2. All bed rooms, living and dining areas shall have 1 plug point, 2 light points, 1 fan point, 1-5 A plug point. In addition the master bed

Rakesh Saxena

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Director

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room living and dining area shall have a 15 A plug point. One 15 A plug point will also be provided in kitchen and toilet of master bed room.

TELEPHONE AND TV CABLES:

1. Telephone cable will be provided from each flat upto common junction point (tag-block) at the gate or other suitable location. No wires will be drawn beyond this stretch.
2. Individual television cables will be provided through concealed conduits for television connection from the terrace to each flats.
3. Intercom facility shall be provided to the flats.

EXHAUST FAN OPENING:

If the structural design of complex permits, provision of a suitable opening for an exhaust fan shall be provided.

Notes:- All specification, sizes and layout etc. are subject to minor variations additions alteration by the company upon suggestion of its consultants. Any features not included in this list but desired by a flat owner may be provided at company's discretion at additional cost.

AMENITIES:

WATER:

A 24hrs water supply will be provided to all the flats or common area from own central boring systems as per the design of P.H.A.D. consultants.

LIFT: OTIS/ KONE

SWERAGE:

Suitable arrangement for rain storm and soil water disposal shall be provided as per the design of P.H.A.D consultants.

SERVANT ROOM/PARKING:

There is a provision of reserve parking space as per requirements of Patna Regional Development Authority. Some of them may be open and some covered depending upon the availability of space. (75-25 basis)

OTHER CHARGES AND DEPOSITS: FOR FLATS.

1. Electric connection: Rs. 3,000/- (for single phase), Rs. 15,000/- (for three phase) per flat connection.

Rakesh Narayan
30/08/23

For Kutir Housing developers
& consultants (P) Ltd.

Director



(16)

2 Generator : Rs. 30,000/- per flat/ connection for providing 300 watts emergency power supply from Generator. 3 Proposed cooperative membership fee and other formation charges as required.

3 An extra amount of Rs. 4,500/- (L.S. per unit will be charged for intercom facility).

SCHEDULE III

SHARE DISTRIBUTION

Land Owner Share

Developers Share

1st. Floor

2nd. Floor

3rd. Floor

4th. Floor

in witness whereof the parties hereto have set their respective hands to this agreement made in duplicate which is the true and exact copy of each other on the day month and year as 1st written above in presence of the attesting witnesses after having been read over and explained its contents and being understood by both the parties thereto.

Witness: 1.

Amit Kumar
S/o Ram Niranjan Pd.
A/72, A.G. Colony
Patna-25

Rakesh Jha

30/08/23

Signature of the Land Owner



For Kutir Housing developers
& consultants (P) Ltd.

Director

Signature of the Developer

2.

Niranjan Kumar
S/o Sri Shyamji Singh
Guru Sahay Lal Nagar
Ashiana Nagar
Patna-25

Witnessed by

Amit Kumar
S.A. 1285/10/2023

अवर निबंधन कार्यालय, दानापुर

स्थल जाँच



मानासिंह गुप्त 25m की छवि

जाँचकर्ता का हस्ताक्षर

[Signature]
30/8/23



Rakesh Jharayam'

बिकेता का हस्ताक्षर 30/08/2023

[Signature]
केता का हस्ताक्षर 30/8/23

Endorsement of Certificate of Admissibility

under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian Stamp 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. 287880/-
Stamp duty paid under Municipal Act Rs. 0/-

Amt.Paid By N.J Stamp Paper Rs. 1000/-
Amt.paid through Bank Challan Rs. 307380/-

Registration Fee										LLR + Proc Fee		Service Charge	
FEE PAID	A1	0	C	0	H1b	0	K1a	0	Lii	0	LLR	0	500
	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	20000	J1	0	K2	0	Na	0			
	B	0	H1a	0	J2	0	Li	0					
	TOTAL-									20000			
Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. -										20500			

Date: 30/08/2023

Registering Office
Danapur

Endorsement under section 52

Presented for registration at Registration Office, Danapur on Wednesday, 30th August 2023 by Rakesh Narayan Late Surendra Narayan by profession Others. Status - Executant

Rakesh Narayan
30/08/23
Signature/L.T.I. of Presentant

Date: 30/08/2023

Registering Office
Danapur

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Anil Kumar' age '59' Sex 'M', 'Ram Niranjana Prasad', resident of 'Ashiana Nagar Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 30/08/2023

Registering Office
Danapur

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Danapur In Book 1 Volume No. 185 on pages on 354 -372, for the year 2023 and stored In C volume No. CD-29 year 2023 .The document no. Is printed on the Front Page of the document.

Date : 30/08/2023

Registering Office
Danapur

Token No. : 8642 Year : 2023 S.No. : 8523 SCORE Ver.4.1

Deed No. : d No. : 8365





INDIA NON JUDICIAL Government of Bihar

e-Stamp



Certificate No. : IN-BR-2300740420
Certificate Issue Date : 25-Aug-2023 03:46 PM
GRN No. : BHR20230800812190E
Unique Doc Reference : EST-BR-2802-2300008152
Party Name : KUTIR HOUSING DEVELOPERS AND CONSULTANTS PVT LTD
Purchased by : KUTIR HOUSING DEVELOPERS AND CONSULTANTS PVT LTD
Purpose : NA Article no (NA)
Stamp Duty Paid (Rs.) : 286880 (Two Lakh Eighty Six Thousand Eight Hundred Eighty Only)
Reg. Fee (Rs.) : 20000 (Twenty Thousand Only)
LLR & P Fee (Rs.) : 0 (Zero Only)
Miscellaneous Fee (Rs.) : 0 (Zero Only)
Discore SC (Rs.) : 500 (Five Hundred Only)
Total Amount (Rs.) : 307380 (Three Lakh Seven Thousand Three Hundred Eighty Only)

T 8642



IN 2300743337

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at <https://enibandhan.bihar.gov.in> or using enibandhan Mobile App. Any discrepancy in the details on this Certificate and as available on the website/Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



Scanned by

THIS DEVELOPMENT AGREEMENT made and entered into at Patna
this 23rd day of April 2023 (Two thousand twenty-three).

THIS DEVELOPMENT AGREEMENT is made and entered into this 23rd day of August, 2023 (Two thousand twenty-three).

8303 दस्तावेज जाँचा
7/22/81
लिपिक



**Kutir Housing developers
& consultants (P) Ltd.**

Director

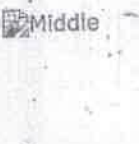
Sub District Registry Office, Danapur

Token Number 8303

Reg. Year 2023

Serial Number 8188

Deed Number 8037

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Ashok Kumar Sinha (Dir.)						
Sig.	<i>Ashok Kumar Sinha</i> 23/8/23						
Presented By	Sangita Devi						
Sig.	<i>संगिता देवी</i> 23/08/23						
Executant	Sangita Devi						
Sig.	<i>संगिता देवी</i> 23/08/23						
Identified By	Ritik Raj						
Sig.	<i>Ritik Raj</i> 23/08/23						

SCORE Ver.4.0

Powered by IL&FS Technologies Ltd.

Biometric Captured By 2802sop042



For Kutir Housing developers
& consultants (P) Ltd.

Ashok Kumar Sinha
Director

संगिता देवी
23/08/23

(2)

BETWEEN

Smt Sangita Devi (Age.52 Years approx) Aadhar No, **605790850980**, PAN No. **BOFPD2901F**, Wife of Late Mukesh Kumar, resident of Naya Tola, Danapur, P.O-Danapur Cantt, P.S.- Danapur, Distt-Patna, Bihar-801503, hereinafter referred to as the **Land Owner** which expression excluded by or repugnant to the context, mean and include their heirs, executors, administrators, legal representative successors, and assigns of the ONE PART, **M-7070280906 -**

AND

M/s Kutir Housing Developers and Consultants Pvt. Ltd., having its registered office at 13/1, Anandpuri Boring Road, Patna-I Through its Director **Sri Ashok Kumar Sinha** (Age 58 years approx) Son of Late Rama Shankar Sahay, resident of 13/1, Anandpuri, Post- G.P.O., P.S.- Srikrishnapuri, District- Patna, Bihar- 800001, hereinafter referred to as '**Developer**' which terms of expression shall unless it be repugnant to the context or meaning thereof, mean and include their successors and assigns of the OTHER PART. **M-9334702353 -**

(A) Whereas the owner is seized and possessed of or otherwise sufficiently entitled to the property within the limit of the Nagar Parishad Danapur Nizamat situated at Danapur, P.S.- Danapur, Dist- Patna, bearing Part survey plot no.- 1559, Khata no. 455 Tauzi No., Thana No. 21, Mauza :-Danapur Bank Colony, Pergana Phulwari, within the town and District of Patna within the Jurisdiction of District Patna and sub registrar of Danapur, measuring about 6.75 Decimal (Six point Seven Five Decimal) 2.16 Kathas more or less fully described in the Schedule-1 at the foot of this agreement.

Whereas as the property of Schedule no.1 fully described at the foot of this deed is the Khatiyani property. In Khatiyani the name of Bhanu Pratap is recorded. Bhanu Pratap died issueless living behind his two brothers Basudeo Narayan and Dharnidhar. Basudeo Narayan died living behind his three sons Narendra Narayan, Yogendra Narayan and Birendra Narayan. Dharnidhar died living behind his three sons Surendra Narayan, Manendra Kumar and Dhirendra Kumar. All the six brother came in actual peaceful physical possession on the said property



**For Kutir Housing developers
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Director

**For Kutir Housing developers
& consultants (P) Ltd.**

Director 22/8/23

(3)

and mutated their name in the Govt. register through C.O. Danapur. Surendra Narayan died living behind his two sons Rakesh Naryan and Mukesh Kumar. Mukesh Kumar died living behind his wife Sangita Devi and minor children. Rakesh Naryan and wife of his brother (Late Mukesh Kumar) Sangita Devi divided their share in the said property along with their Co-shares uncles Sri Manindra Kumar and sir Dhirandra Kumar. The Land Owner Smt. Sangita Devi come in actual and peaceful physical possession on the part of the said property, become of the absolute owner of the said part of the property and mutated her name in the govt. register through C.O. Danapur and paying the ground rent of her share. Since then the land owner above name came in actual, physical possession over the same and mutated her name in the State serista and paying rent to the Government through circle office Danapur vide Zamabandi no, bhag wartman-108 page no.32 of the year 2022-2023. Now the landowner (Sangita Devi) joined this development agreement as the karta of her family and share of landowner will be distributed as per her family settlement deed.

(B) And whereas the owner covenant that the aforesaid property is in their exclusive possession with absolute right, title and interest and the same is free from all encumbrances, debts, liens, charges and attach-ments, and is in marketable condition and has in himself good right, full power and absolute authority and title to transfer the whole and part of the said schedule property.

(C) And whereas the owner is interested in getting a residential complex (multi-stories Building) and acquire residential super built-up area in the same as consideration in exchange for the full and final value of the land.

(D) Whereas the M/s Kutir Housing Developers and Consultants Pvt. Ltd, in their own capacity decided to arrange funds from its customer and construct and develop the land offered by the owner on the terms and conditions mentioned herein and authorises its Director **Mr. Ashok Kumar Sinha** Son of Late R. S. Sahay resident of 13/1, Anandpuri Boring Road, Patna-I, to enter into this agreement /contract.

(E) That the aforesaid company (Developer) offered to construct, at their own cost and out of the funds to be arranged from its members /



For Kutir Housing developers
& consultants (P) Ltd.

Director

16/12/2023

06/12/2023

For Kutir Housing developers
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23/12/23

customers, a residential building on the said land hereinafter referred to as the building and give 75% part of the total super built-up area of the building to the owners in consideration for the value of the said land and to allot / sell the remaining 25% of super built-up area of the building to the members / customers on such terms as agreed herein.

(F) Certain terms and conditions have been agreed to by and between the owner and the Developer with regard to handover of the said land by the owner to the developer and the construction of the said building by the developer and disposal of the flats and parking spaces or any other tenements therein. The parties hereto are desirous of recording into writing the terms of such agreement as hereunder. Now this deed witnesses and is hereby irrevocably agreed and declared by and between the parties hereto as follows:

1. The Land owner above named hereby engage **M/s Kutir Housing Developers and Consultants Pvt Ltd.**, as the Developer of the said land and entrust the rights to develop and make construction and to allot, sell, transfer and convey the said 25% super built-up area to the members / customers / non members of the company (hereinafter referred as developers) and or their nominees and the developers have agreed to undertake the Development of the said multi storied building and to develop, plan, construct the said multi storied building out of the funds arranged by them from its members/purchasers and to allot/sell 25% of the flats and parking spaces, tenements etc, in the multi storeyed building constructed on the said land.

2. As consideration for the value of the said land to be handed over to the developer, the developer agrees to construct, complete and deliver to the owner 75% of the total new construction of the said multi storied building along with 75% parking space as well as 75% of the common area in the shape of super built-up area.

3. Whenever required by the Developer, the owner will join as under and/or the confirming party in any agreement that the developer may enter into with any person or persons who desire to acquire developer's share of common area, parking space along with flats on ownership basis. All amounts receivable against developer's share of built up area under such agreement for flats will be received by the developer as their own money for their own use.



For Kutir Housing developers
& consultants (P) Ltd.

Director

25/10/2013
28/10/2013

28/10/2013
Director

4. That the Land Owner hereby grant to the said Developer / Builder the said property mentioned in the above paras and more fully described in Schedule-I at the foot of this Agreement in the manner hereinafter appearing on the terms, conditions and stipulations mentioned in this agreement.

6. That owner hereby, give possession of the said land and make entire land available to the Developer which is more fully and clearly described above and in the Schedule below on the date of signing of this Agreement to develop plan, construct, allot, sell and transfer the proposed building to the limit of 25% of their share.

7. That the land owner has assured that the entire land is free from all encumbrances, charges, and there has not been any notifications, for its acquisition either from Govt. or P. M. C. or P. R. D. A. etc. nor there is any prohibitory order or restriction in construction of multi storied building on the said land and that there will be no obstacle in getting the Map and Plan sanctioned for Construction of Multi Storied building (Residential or of any type in the name of the Land Owner, and the owner shall provide all the relevant / required original documents to prove their title on the premises to the satisfaction of local development authorities and financial bodies. The Developer has also agreed to develop the said property described in the schedule by constructing thereon one building consisting of 4 no. of flats, spaces, dwelling units, garages and other tenements in accordance with the building plans duly approved by the P.M.C. in the name of the land owner.

8. That the entire multi storied complex shall be constructed in one building as per the planning or design allowed and duly sanctioned by the P.M.C. and after the construction of the said complex at the cost or out of the finance arranged by the developer who will hold 25 (Twenty five) percent of the constructed habitable area of the building with land (25%), the developer shall give 75 (Seventy five) percent of the constructed habitable area and land as described the detail in Schedule III of this agreement to the land owner. The land owner will get 75% area in the shape of super built-up area as well as 75% of car parking space and common area only. The share distribution is as per schedule III at



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Director

For Kutir Housing developers
& consultants (P) Ltd.

28/8/23

(6)

the foot of this agreement. All the remaining constructed or unconstructed portion e.g. Road, Sahan, passages, Stair case, space for lift and the lift if fitted together with all such constructions for common use and for facilities of supplying water, electricity or generator room and even common hall or after such construction shall be for common use by the owner, their heirs, allottees, transferees and assigns and by the Developer and their heirs, nominees, allottees, transferees and assignees as well, who all shall have the right to use such common premises or space as per convenience and rules if any framed by the occupants of the entire premises or the owners and the developers.

9. That the land owner shall have right to deal with, allot, enter into agreement transfer, by way of sale, gifts, lease etc the aforesaid **75 (Seventy five)** percent of the constructed area i.e. owner's share in the way they like and similarly the developer/ builder shall have the right to deal with, allot enter into agreement or transfer by way of sale, gift, lease etc. the aforesaid **25 (Twenty five)** percent of the constructed area i.e. developer's share with the facilities given under this agreement as per provisions of Bihar Apartment ownership Act 2006.

10. The owner hereby, authorize the Developer to do if required all acts, deeds, matters, things and particulars for the furtherance and execution of the Scheme as per sanctioned plan.

(a) To have the plans of the proposed building or buildings to be constructed on the said property as per approved plan or amended in accordance with rules and regulations of the concerned authorities and in the name of the owner with the consent and to do and sign, all writings and undertakings as may be necessary in connection with the approval and sanction of such plan.

(b) To engage Architects, Surveyors, Engineers and Contractors or petty contractors or other persons relating, to development over the premise in question.

(c) To make applications to the concerned Authorities for obtaining permits after applying for quotas of cement, steel and other control building materials and for obtaining electrical connection or water connection or sewerage and drainage connection etc.



For Kutir Housing developers
& consultants (P) Ltd.

Director

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& consultants (P) Ltd.

Director

(7)

- (d) To accept service of any writ, summons or other legal notices and to appear and represent the owner in any court Judicial Tribunals and other Statutory authorities or Board in connection with the said development work and to commence or file suits, action / actions, or other proceedings in any court or before Public Officer or tribunal relating to the said work of development over the said property and for any of the purposes aforesaid, to sign, execute and deliver or file all necessary Vakaiatnamas Affidavits, Plaints, orders application and other documents, papers and writings etc. subject to the terms of this agreement.
- (e) To give and grant on ownership basis or other basis the developer, their share of flats / tenements etc. in the building constructed on the said land and to receive and appropriate to their own account the sale price in respect thereof and like wise the owner will do the same in respect of their shares as per the agreed terms and stipulations stated above and earmarked for them.
- (f) To mortgage out of the said property to the limit of **25 (Twenty five)** percent of the saleable area i.e. developer's share with financing institutions, or bank for enabling the purchasers of flats / tenements etc. to obtain loans against their flats etc.
- (g) To display by the Developer their Sign Board at the site and to give it under advertisement in local papers and daily News Papers.
- (h) To sign and execute and to deliver any conveyance or conveyances for the developers share of flat and parking spaces and all other deeds instruments and assurances which they shall consider necessary and to join as confirming party in the conveyance of the proposed sale and to present any such conveyance or conveyances for registration to admit execution and receipt of consideration before the Sub Registrar having authority, for and to have the said conveyance registered.
- (i) To transfer the developer's share in the property or part or parts thereof from time to time to its members or purchaser of the flats.
- (j) And generally to do all acts, deeds, and things for developing the said property.

for Kutir Housing developers & consultants (P) Ltd.

for Kutir Housing developers & consultants (P) Ltd.
Director 23/8/23



For Kutir Housing developers & consultants (P) Ltd.

Director

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

(l) That the final deed of the flat along with common areas and common facilities i.e. common verandah and balconies, lifts, common staircase, lawns, garden lands, setback areas, boundary wall, common parking areas, generators, fire fighting equipments, electrical installations in common areas, pipes fittings, all other fittings and fixtures meant for common areas, shall be executed and registered by the developer/promoter or the land owner, as the case may be, as per sub-section (K) in favour of the prospective flat purchasers.

11. The Development of the said property shall be by and on account of the Developer and neither the Owner herself jointly or individually nor any other persons claiming through the owner shall have any right in the Development of the said property as per agreed and approved plan and specification by the P.M.C. The Developer shall alone be responsible and liable to the Govt./ P.M.C. and such other concerned authorities for the discharge of the said work and shall alone be like wise liable for the loss if any or for any claim arising from the Development work and shall keep the owner well indemnified in respect of all their actions, proceedings, demands, claims, costs, charge, expenses, losses, damages, compensations or penalties of any sort or nature whatsoever the owner may be put to sustain or in connection with the said work or for the default, failure or breach of contract by the Developer till the period of completion of the constructions. Similarly because of the owner, if the developer, or the work of development is hampered in any way the owner will indemnify the developer / developers or their agents and representatives.

12. All the outgoings in respect of the said property from the date of possession to be given to the Developer hereunder shall be borne and paid by the Developer but prior to the period relating to such possession shall be the liability of the owner alone.

For Kutir Housing developers
& consultants (P) Ltd.

Director



For Kutir Housing developers
& consultants (P) Ltd.

Director 23/8/23

13. All out of pocket costs, charges and expenses of incidental charges including the stamp duty and Registry fees on conveyances or conveyances shall be borne and paid by the allottees / or the transferees in respect of their allotted flats, tenements fallen under the share of each parties/Any other expenditure relating to the Advocates relating to Development will be borne by the Developer.

14. The developer alone shall be entitled to recover or accept refund of any deposit made after this Agreement with any concerned authorities e.g. P.M.C., Collector, or Town planning authorities or. With any Govt. or Semi Govt. Bodies, courts.

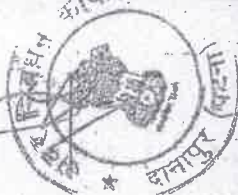
15. That the project will be completed within three years from the date of sanction of plans from P.M.C. or the date of handing over the said premises to the developers, whichever is later. The Owner agrees to allow a grace period of Six months over the aforesaid period. The period of completion is subject to the principle of force majeure, fire, tempest, neighbour problem, handing over of vacant possession of the entire premises, owner problem or other inevitable etc, God or government effecting work, then so much of the time as is so lost will further added to the period of completion.

16. That development of the said property shall be by and on account of the developer and neither the owner nor any other person or persons claiming through the owner shall have any right in the development of the said property as per agreed plan and specification and as approved by P.M.C. The developers shall develop the said property at its own cost for development of the said property and shall alone be liable for the loss, if any or for any claim arising from the development of the said property and shall indemnify and keep indemnified the owner and their estate against and in respect of all actions, proceedings, demands, claims, costs, charges, expenses, losses, damages, compensation and / or penalties of all sort or nature whatsoever the owner may be put to, sustain or incur due to and / or arising out of or in connection with the development of the said property.

17. That on completion of the construction of buildings in terms of this Agreement and handing over of owner's share of the super built-up area

For Kutir Housing developers
& consultants (P) Ltd.

[Signature]
Director



For Kutir Housing developers
& consultants (P) Ltd.

[Signature]
Director

[Signature]
23/8/12

thereof to the land owner, the land owner shall execute and register all deeds and documents and do all things as may be necessary for finally perfecting the right title and possession of the developer in respect of their allottees or in favour of its nominees and assignees individually or collectively in case it is allotted or assigned to any co-operative society as and when so required by the developer and similarly the developer shall also execute and register all deeds and documents that may be necessary for perfecting the rights, title and possession of the land owner over the owner's share of the super built-up area allotted to them in her favour individually or collectively as and when so required by the land owner.

18. The Owner will have no right to interfere or to put any obstruction in construction being executed as per the map approved by the P.M.C.

19. The Land Owner shall execute an irrevocable power of Attorney and Register the same in the Registering Officer as the developer's desire, to get the work successfully and smoothly done as lawful Attorney for and on behalf of the land owner to do any act, things, deeds for the interest of the project and to carry on the Development work legally without let or hindrance from any person through or under land owner.

20. That the owner will not be entitled to take steps to dispossess the Developer society or their men provided the construction work is carried on and completed in terms of this development agreement the developer has right to the execution and registration of the sale deed / transfer deed / deed of release / deed of conveyance / deed of exchange etc. up to 25% of developer's share as per provisions of Bihar Apartment Ownership Act. 2006.

21. For the purpose of verifying the correctness of the declaration made above regarding the absolute ownership of the said property and their hereto being marketable free from all encumbrances and also their undertaking not to encumber the said property or otherwise alienate or dispose or deal with the same or any part thereof same and except as herein above provided the developers will be entitled to access all necessary original documents including title relating to the property for

For Kutir Housing developers
& consultants (P) Ltd.

Director



सुनील कुमार
28/8/23

For Kutir Housing developers
& consultants (P) Ltd.

Director

23/8/23

the purpose of verification as aforesaid including investigation of the owner title to the property. The owner undertakes to hand over copies of all such relevant papers of its use at the time of execution of this development agreement and shall hand over the respective original as and when required by the developer.

22. The Land Owner hereby undertake not to sell, dispose, alienate the said property or any part thereof and except putting the Developer in possession thereof for the purpose of Developments in pursuant to this Agreement with the ultimate object of granting, conveying and transferring the same to get it developed by the Developer and shall do nothing in contravention of the Agreement and as otherwise agreed upon by the owner and Developers in writing.

23. That in case of any difference and disputes arising out or so called to arise relating to the lands and construction thereon out of this Agreement, will be settled by reference to the Arbitrators one each to be nominated by the parties and the two together will mutually select and umpire and their decision, findings and verdicts so given, shall be binding, and conclusive under the provision of the Arbitration Act with the jurisdiction of the court at Patna.

24. That even in case of any difference or dispute the construction once started cannot be stopped as per the sanctioned plan by any of the parties, but the Arbitrators or the court as the case may be can only get the site, and construction inspected by any expert and call for a report.

25. That the land owner agrees that the developer is acquiring the plot adjacent to East and South of this plot and combined map will be sanctioned from competent authority, the land owner will take their share in the portion constructed on their plot as per schedule-III similarly the other owner will take their respective share in the portion constructed on their land only.

26. In any event the owner without prejudice to foregoing declaration agree and undertake to remove all obstacles and clear outstanding doubts or defects if traced out / pointed out at their own cost to vest the said property in Developer or their nominees as said in preceding clauses.

For Kutir Housing developers
& consultants (P) Ltd.

Director



For Kutir Housing Developers
& Consultants (P) Ltd.

For Kutir Housing developers
& consultants (P) Ltd.

27. The owner agrees that if any levy is imposed by the P. R. D.A./ P. M. C. or any other public body(ies) or the Govt. for the development Betterment of the area in which the said premises is located then the same shall be borne and paid by the owner and the developer jointly in the same proportion as their respective shares of land and built up area in the building.

28. In case, at any time in future additional built-up area over and above the proposed square feet on the said premises is permitted or sanctioned and constructed by the developer, with the consent of the land owner, this will be shared mutually on the same terms and condition as contained in this agreement with the owner.

29. That the land owner and builder will register the sale deed in favour of purchaser with terms and conditions stipulated in the declaration approved by the P.M.C. or Competent authority.

30. This agreement has three Schedules i.e. Schedule No- I of total land of this agreement and Schedule No-II Specification and Schedule No- III of Share Distribution.

31. All legal and lawful procedures and action are subject to Patna Civil/High Court Jurisdiction.

32. The proposed building on the schedule premises has to be constructed as 4 Flats consisting of One flats on each floor.

SCHEDULE-I

Description of the land/property under this development agreement.

All that piece and parcel of land measuring an area of 6.75 Decimal (Six point seven five decimal), Situated at Danapur Bank Colony, Thana code-088, P.S.- Danapur, Distt-Patna, bearing Thana no.21, Tauzi no-....., Khata no.455, Plot no.1559 Part, within the town and district of Patna within the Jurisdiction of sub Registry Office Danapur and Sadar Registry Office Patna, within the limits of Nagar Parisad Danapur Nizamat Circle office Danapur, vide Zamabandi no, bhag wartman-108, page-32 of the year 2022-2023 and the same is bounded as follow :-

For Kutir Housing developers
& consultants (P) Ltd.

[Signature]
Director



For Kutir Housing developers
& consultants (P) Ltd.

[Signature]
Director 93/8/23

[Handwritten notes]
28/8/23

Boundary :-

North :- 12 feet wide Road (out of which 6 feet left for road by the land owners.

South :- House of Mr. Anil Sinha.

East :- Part Plot no. 1559 Sri Rakesh Narayan.

West :- Survey Main Road.

Total Govt. value of the land is Rs.77,62,500/-

SCHEDULE II

FEATURES AND SPECIFICATION OF FLATS A) FLOOR & WALL TILING:

1. The flooring in the living room, bedroom, dining area, kitchen and balcony will be of vitrified tiles (800x800 mm or 600x600 mm)
2. The flooring in bath rooms, toilets will be of ceramic tiles flooring.
3. Ceramic/glazed tiles will be provided in toilets up to 7' ht. from finished floor level. In kitchen it will be up to ht. 2'-0" from kitchen platform.

B) SANITARY WARE & FITTINGS:-

1. All water closet and wash basins will be in white ceramic of Parryware or Hindware, with low level white cisterns made up of PVC of Parryware or Hindware.
2. All top fittings will be of chromium plated brass of Parryware or Essco.

C) KITCHEN PLATFORM & SINK:-

Top of kitchen platform will be of granite with Stainless steel sink.

D) DOORS & WINDOWS:

1. R.C.C. door frame in toilet, kitchen and other door frame will be made of good quality of wood and front doors will be teak wood and other shutters will be factory made flush doors duly laminated.
2. Window frame and shutters will be fully glazed sliding UPVC shutter.
3. Front doors will be provided with a night latch, magic eye and a brass lock. All other door fittings will be of polished brass.

For Kutir Housing developers
& consultants (P) Ltd.

Director



For Kutir Housing developers
& consultants (P) Ltd.

Director

23/8/23

WALLS:

- 1 Interior walls will be decorated by wall putty with one coat of cement primer.
- 2 Exterior wall will be finished with wall putty/texture painted with weather coat permanent finish depending upon bulk availability.

PLUMBING AND WASTEWATER LINES:

All concealed plumbing for supply water will of CPVC pipes and external soil of waste water lines will be PVC pipe in a two stack system with geyser line connection in all the bath rooms.

ELECTRICITY SUPPLY AND WIRING:

1. Each flat will be provided with a separate meter located on the main electrical panel board. A separate meter(s) for common services will be provided on main electrical board.
2. All bed rooms, living and dining areas shall have 1 plug point, 2 light points, 1 fan point, 1-5 A plug point. In addition the master bed room living and dining area shall have a 15 A plug point. One 15 A plug point will also be provided in kitchen and toilet of master bed room.

TELEPHONE AND TV CABLES:

1. Telephone cable will be provided from each flat upto common junction point (tag-block) at the gate or other suitable location. No wires will be drawn beyond this stretch.
2. Individual television cables will be provided through concealed conduits for television connection from the terrace to each flats.
3. Intercom facility shall be provided to the flats.

EXHAUST FAN OPENING:

If the structural design of complex permits, provision of a suitable opening for an exhaust fan shall be provided.

Notes:- All specification, sizes and layout etc. are subject to minor variations additions alteration by the company upon suggestion of its consultants. Any features not included in this list but desired by a flat owner may be provided at company's discretion at additional cost.

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AMENITIES:

WATER:

A 24hrs water supply will be provided to all the flats or common area from own central boring systems as per the design of P.H.A.D. consultants.

LIFT: OTIS/ KONE

SWERAGE:

Suitable arrangement for rain storm and soil water disposal shall be provided as per the design of P.H.A.D consultants.

SERVANT ROOM/PARKING:

There is a provision of reserve parking space as per requirements of Patna Regional Development Authority. Some of them may be open and some covered depending upon the availability of space. (75-25 basis).

OTHER CHARGES AND DEPOSITS: FOR FLATS.

1. Electric connection: Rs. 8,000/- (for single phase), Rs.15,000/- (for three phase) per flat connection.

2 Generator : Rs. 30,000/- per flat/ connection for providing 300 watts emergency power supply from Generator. 3 Proposed cooperative membership fee and other formation charges: as required.

3 An extra amount of Rs. 4,500/- (L.S. per unit will be charged for intercom facility).

SCHEDULE III

SHARE DISTRIBUTION

Land Owner Share

Developers Share

1st. Floor

2nd. Floor

3rd. Floor

4th. Floor

For Kutir Housing developers
& consultants (P) Ltd.

Director



For Kutir Housing developers
& consultants (P) Ltd.

Director

(16)

In witness whereof the parties hereto have set their respective hands to this agreement made in duplicate which is the true and exact copy of each other ~~on the day month and year as is written above~~ in presence of the attesting witnesses after having been read over and explained its contents and being understood by both the parties thereto.

Witness:

1. Rishi Roy
S/o - Mukesh Kr.
Add - Bhons Kutir App.
R.P.S. More, Rampur
22/8/23

2. Anil Kumar
S/o Ram Niranjana Id
A/F2, A-Gt Colony
Patna - 25
22/8/23

सुजीत देव
22/8/23
Signature of the Land Owner

For Kutir Housing developers
& consultants (P) Ltd.

Signature of the Developer
Director 22/8/23

For Kutir Housing developers
& consultants (P) Ltd.

Signature of the Developer
Director

Drafted by
Anil Kumar
22/8/23



निबंधन कार्यालय, दानापुर

स्थल जाँच



प्रदीप चन्द्र शर्मा
23/08/2023
जाँचकर्ता का हस्ताक्षर

अवसर्गिक पट्टी मुल्क-सूड
पर (प्लान ड)

संगीत देवी
23/08/23
लेख्यकारी का हस्ताक्षर

For Kutir Housing developers
& consultants (P) Ltd.

Director



लेख्यकारी का हस्ताक्षर

INDIA NON JUDICIAL Government of Bihar

e-Stamp



Certificate No. IN-BR-2300716205
 Certificate Issue Date 22-Aug-2023 03:30 PM
 GRN No. BR202308007296595
 Unique Doc Reference EST-BR-2802-2300007866
 Party Name KUTIR HOUSING DEVELOPERS AND CONSULTANT PVT LTD
 Purchased by KUTIR HOUSING DEVELOPERS AND CONSULTANT PVT LTD
 Purpose NA Article no (NA)
 Stamp Duty Paid (Rs.) 162023 (One Lakh Sixty Two Thousand Twenty Three Only)
 Reg. Fee (Rs.) 20000 (Twenty Thousand Only)
 L.R. & P Fee (Rs.) 0 (Zero Only)
 Miscellaneous Fee (Rs.) 0 (Zero Only)
 Discor SC (Rs.) 500 (Five Hundred Only)
 Total Amount (Rs.) 182523 (One Lakh Eighty Two Thousand Five Hundred Twenty Three Only)



IN 2300716205

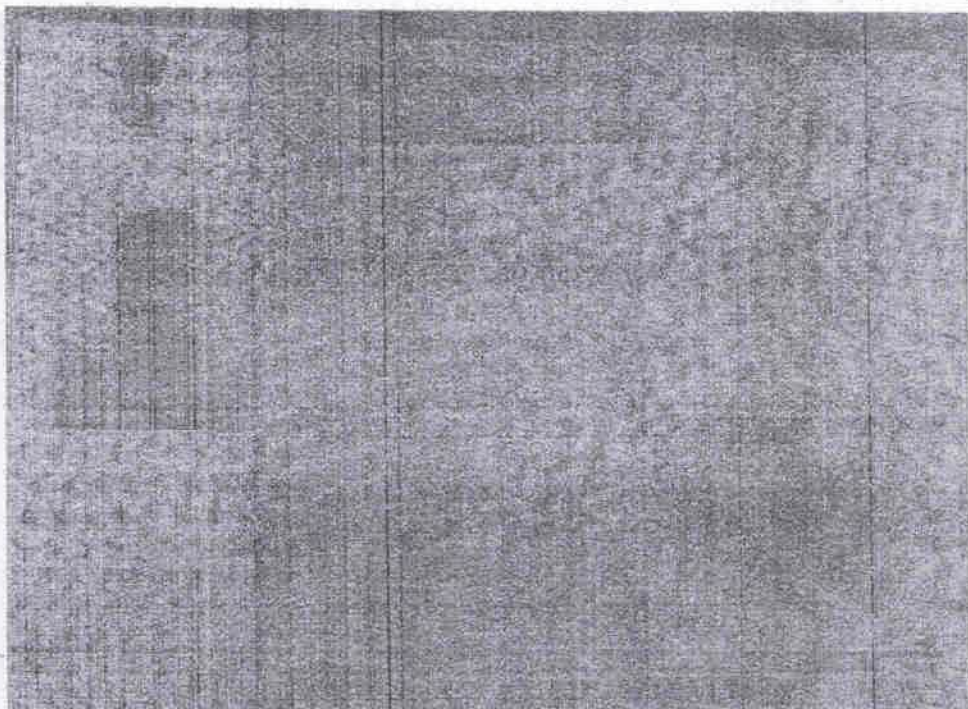
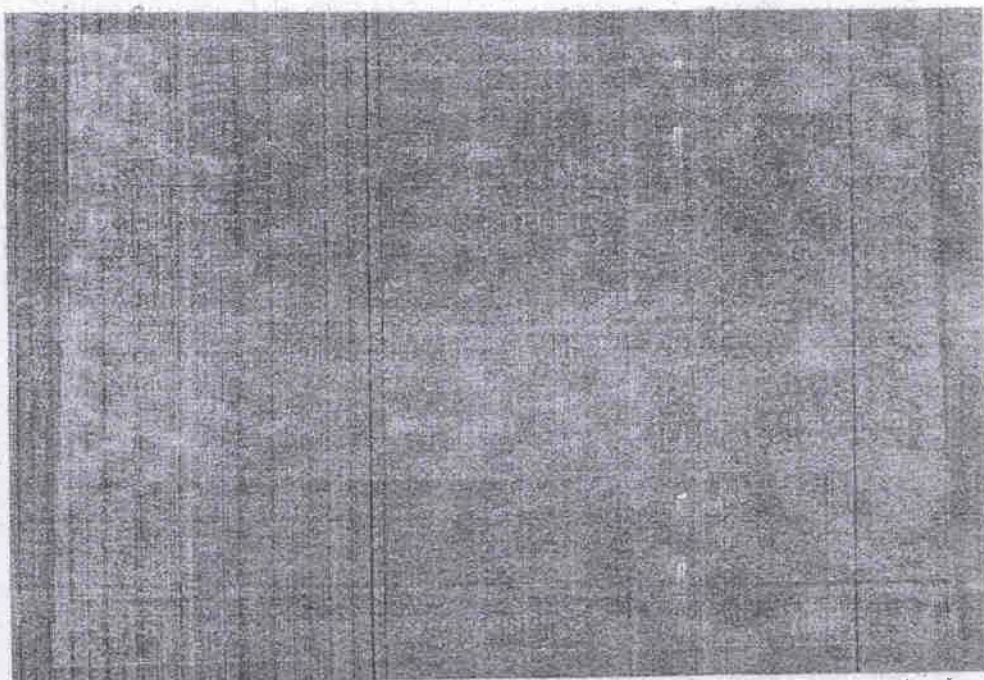


Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at <https://e-stamp.bihar.gov.in> using a mobile app.
2. Any discrepancy in the details on this Certificate and as available on the website of KUTIR Housing Developers & consultants (P) Ltd.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

& consultants (P) Ltd.

Director



Rituraj Ray

48-410

For Kutir Housing developers
& consultants (P) Ltd.,


Director

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

बिहार BIHAR

Serial No. 6928

उप ६५ ३१३ १००

१ एम

AM 664315

कुटिल हाउसींग डेवलपमेंट एज कन्सिडर प्रा डिजाइन

Deed No. 6600

Govt. of Bihar
Sub Registry Office ,Danapur
Summary of Endorsement

This document was presented for registration on **05/04/2021** by **Jyotindra Mohan Sahay**

A Stamp Duty of Rs. **241940/-** and other Fees of Rs. **21000/-** has been paid in it.

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

The document has been registered as Deed No. **6600** in Book No. **1**, Volume No. **135** on pages from **294** to **313** and has been preserved in total **20** pages in C.D. No. **21** / Year **2021**

Date: 05/04/2021

Token No: 7110 /2021

Signature with Date
(Aparna Shiva)
Registering Officer, Danapur

हस्तावेज जारी

(DEVELOPMENT AGREEMENT)



हस्तावेज जारी

05-Apr-2021, 6:10

BETWEEN

Sri Jyotindra Mohan Sahay S/o Late Indra Deva Sahay, resident of C-202, EKAANT, Gangapur Road, Savarkar Nagar, Nashik-422013, at present C/o Shri Prakash Aditya, 169, Pataliputra Colony, Patna-800013, hereinafter referred to as the owner which expression excluded by or repugnant to the context, mean and include his heirs, executors, administrators, legal representative successors, and assigns of the ONE PART *M-7507770047-*

AND

M/s Kutir Housing Developers and Consultants Pvt. Ltd., having its registered office at 13/1, Anandpuri Boring Road, Patna-I Through its Director **Mr. Ashok Kumar Sinha** Son of Late R. S. Sahay resident of 13/1, Anandpuri Boring Road, Patna-I, hereinafter referred to as 'Developer' which terms of expression shall unless it be repugnant to the context or meaning thereof, mean and include their successors and assigns of the OTHER PART. *M-9334102353-*

(A) Whereas the owner is seized and possessed of or otherwise sufficiently entitled to the property within the limit of the Nagar Parisad Danapur Nizamat situated at Danapur, P.S.- Danapur, Dist- Patna, bearing Part survey plot no.- 1560, khata no. 460 Tauzi No. 5407, Thana No. 21, Mauza :- Danapur Shahjadpur, Pergana Phulwari, within the town and district of Patna within the Jurisdiction of District Patna and sub registrar of Danapur, measuring about 3 (three) Kathas more or less fully described in the Schedule-1 at the foot of this agreement.

Whereas as the property of Schedule No.1 fully described at the foot of this deed is the purchased property by landowner from Smt. Indu Prasad W/o Dr. Dilip Prasad, resident of Bailey Road, Opp. Government Dispensary, P.S.- Kotwali, District Patna, by a registered deed vide deed No.- 8647 date 01.08.2006, Book No- 1, Volume No. 34, Page No. 73 to 82, CD No. 32 registered at



Prasad
01/04/2021

12/11/21
Director
M/s Kutir Housing developers
& consultants (P) Ltd.

registered deed vide deed No.- 8647 date 01.08.2006, Book No-1, Volume No. 34, Page No. 73 to 82, CD No. 32 registered at sub registry Patna date 01.08.2006, after the purchases of the said property the land owner come in physical possession and mutated his name in revenue register of government of Bihar through circle officer Patna sadar Dist. Patna, vide **Jamabandi No.17631/** Total land area **3 Kathas** situated at :Danapur, Mauza-. Danapur Shahjadpur bearing Part survey plot No.- 1560, khata No. 460, Tauzi No.5407, Thana No. 21, Thana – Danapur, within the town and district of Patna within the Jurisdiction of District Patna and sub registrar of Danapur.

The govt. value of the land is Rs. 1,05,47,000/- (One Crore Five Lacs Fourty Seven Thousand Only)

(B) And whereas the owner covenant that the aforesaid property is in his exclusive possession with absolute right, title and interest and the same is free from all encumbrances, debts, liens, charges and attachments, and is in marketable condition and has in himself good right, full power and absolute authority and title to transfer the whole and part of the said schedule property.

(C) And whereas the owner is interested in getting a residential complex (multi stories Building) and acquire residential super built-up area in the same as consideration in exchange for the full and final value of the land.

(D) Whereas the M/s **Kutir Housing Developers and Consultants Pvt. Ltd.** in their own capacity decided to arrange funds from its customer and construct and develop the land offered by the owner on the terms and conditions mentioned herein and authorises its Director **Mr. Ashok Kumar Sinha** Son of Late R. S. Sahay resident of 13/1, Anandpuri Boring Road, Patna-I, to enter into this agreement /contract.

(E) That the aforesaid company (Developer) offered to construct, at their own cost and out of the funds to be arranged from its

For Kutir Housing developers
& consultants (P) Ltd.

Ashok Kumar Sinha
Director

01/04/2021

hereinafter referred to as the building and give 50 % part of the total super built-up area of the building to the owner in consideration for the value of the said land and to allot / sell the remaining 50% of super built-up area of the building to the members / customers on such terms as agreed herein.

(F) Certain terms and conditions have been agreed to by and between the owner and the Developer with regard to handover of the said land by the owner to the developer and the construction of the said building by the developer and disposal of the flats and parking spaces or any other tenements therein. The parties hereto are desirous of recording into writing the terms of such agreement as hereunder. Now this deed witnesses and is hereby irrevocably agreed and declared by and between the parties hereto as follows:

1. The owner above named hereby engage **M/s Kutir Housing Developers and Consultants Pvt Ltd.**, as the Developer of the said land and entrust the rights to develop and make construction and to allot, sell, transfer and convey the said 50% super built-up area to the members / customers / non-members of the company (hereinafter referred as developers) and or their nominees and the developers have agreed to undertake the Development of the said multi storied building and to develop, plan, construct the said multi storied building out of the funds arranged by them from its members/purchasers and to allot/sell 50% of the flats and parking spaces, tenements etc, in the multi storeyed building constructed on the said land.

2. As consideration for the value of the said land to be handed over to the developer, the developer agrees to construct, complete and deliver to the owner 50 percent of the total new construction of the said multi storied building along with 50% parking space as well as 50% of the common area in the shape of super built-up area.

3. Whenever required by the Developer, the owner will join as under and/or the confirming party in any agreement that the



[Signature]
01/04/2021

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& consultants (P) Ltd.
[Signature]
11/4/21

developer may enter into with any person or persons who desire to acquire developer's share of common area, parking space along with flats on ownership basis. All amounts receivable against developer's share of built up area under such agreement for flats will be received by the developer as their own money for their own use.

4. The developer will pay a sum of Rs. 15 (fifteen) lacs to the land owner as non refundable and non adjustable amount which is out of 50% of his share in the building in the form of super builtup area on before 30.04.2022

5. That the Land Owner hereby grant to the said Developer / Builder the said property mentioned in the above paras and more fully described in Schedule-I at the foot of this Agreement in the manner hereinafter appearing on the terms, conditions and stipulations mentioned in this agreement.

6. That owner hereby, give possession of the said land and make entire land available to the Developer which is more fully and clearly described above and in the Schedule below on the date of signing of this Agreement to develop plan, construct, allot, sell and transfer the proposed building to the limit of 50% of his share.

7. That the land owner has assured that the entire land is free from all encumbrances, charges, and there has not been any notifications, for its acquisition either from Govt. or P. M. C. or P. R. D. A. etc. nor there is any prohibitory order or restriction in construction of multi storied building on the said land and that there will be no obstacle in getting the Map and Plan sanctioned for Construction of Multi Storied building (Residential or of any type in the name of the Land Owner, and the owner shall provide all the relevant / required original documents to prove their title on the premises to the satisfaction of local development authorities and financial bodies. The Developer has also agreed to

For Kutr Housing developers
& consultants (P) Ltd.,

Director 17/4/21



17/4/21
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develop the said property described in the schedule by constructing thereon one building consisting of 8 No. of flats, spaces, dwelling units, garages and other tenements in accordance with the building plans duly approved by the P.M.C. in the name of the land owner. The building will be constructed by the Developer in the name and style of "PIYUSH KUTIR".

8. That the entire multi storied complex shall be constructed in one building as per the planning or design allowed and duly sanctioned by the P.M.C. and after the construction of the said complex at the cost or out of the finance arranged by the developer who will hold 50(Fifty) percent of the constructed habitable area of the building with land (50%), the developer shall give 50(Fifty) percent of the constructed habitable area and land as described the detail in Schedule III of this agreement to the land owner. The land owner will get 50% area in the shape of super built-up area as well as 50% of car parking space and common area, only. The share distribution is as per schedule III at the foot of this agreement. All the remaining constructed or un constructed portion e.g. Road, Sahan, passages, Stair case, space for lift and the lift if fitted together with all such constructions for common use and for facilities of supplying water; electricity or generator room and even common hall or after such construction shall be for common use by the owner, their heirs, allottees, transferees and assigns and by the Developer and their heirs, nominees, allottees, transferees and assignees as well, who all shall have the right to use such common premises or space as per convenience and rules if any framed by the occupants of the entire premises or the owners and the developers.

9. That the land owner shall have right to deal with, allot, enter into agreement transfer, by way of sale, gifts, lease etc the aforesaid 50(Fifty) percent of the constructed area i.e. owner's share in the way he likes and similarly the developer/builder shall have the right to deal with, allot enter into agreement or transfer

For Kutir Housing developers
& consultants (P) Ltd.

Director

11/4/21

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by way of sale, gift, lease etc the aforesaid 50(Fifty) percent of the constructed area i.e. developer's share with the facilities given under this agreement as per provisions of Bihar Apartment ownership Act 2006.

10. The owner hereby, authorize the Developer to do if required all acts, deeds, matters, things and particulars for the furtherance and execution of the Scheme as per sanctioned plan :-

(a) To have the plans of the proposed building or buildings to be constructed on the said property as per approved plan or amended in accordance with rules and regulations of the concerned authorities and in the name of the owner with the consent and to do and sign, all writings and undertakings as may be necessary in connection with the approval and sanction of such plan.

(b) To engage Architects, Surveyors, Engineers and Contractors or petty contractors or other persons relating, to development over the premise in question.

(c) To make applications to the concerned Authorities for obtaining permits after applying for quotas of cement, steel and other control building materials and for obtaining electrical connection or water connection or sewerage and drainage connection etc.

(d) To accept service of any writ, summons or other legal notices and to appear and represent the owner in any court Judicial Tribunals and other Statutory authorities or Board in connection with the said development work and to commence or file suits, action / actions, or other proceedings in any court or before Public Officer or tribunal relating to the said work of development over the said property and for any of the purposes aforesaid, to sign, execute and deliver or file all necessary Vakalatnamas Affidavits, Plaints, orders application and other documents, papers and writings etc. subject to the terms of this agreement.

(e) To give and grant on ownership basis or other basis the

For Kutir Housing developers
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Director



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developer, his share of flats / tenements etc. in the building constructed on the said land and to receive and appropriate to their own account the sale price in respect thereof and likewise the owner will do the same in respect of his shares as per the agreed terms and stipulations stated above and earmarked for them.

(f) To mortgage out of the said property to the limit of 50(Fifty) percent of the saleable area i.e. developer's share with financing institutions, or bank for enabling the purchasers of flats / tenements etc. to obtain loans against their flats etc.

(g) To display by the Developer his Sign Board at the site and to give it under advertisement in local papers and daily News Papers.

(h) To sign and execute and to deliver any conveyance or conveyances for the developers share of flat and parking spaces and all other deeds instruments and assurances which they shall consider necessary and to join as confirming party in the conveyance of the proposed sale and to present any such conveyance or conveyances for registration to admit execution and receipt of consideration before the Sub Registrar having authority, for and to have the said conveyance registered.

(i) To transfer the developer's share in the property or part or parts thereof from time to time to its members or purchaser of the flats.

(j) And generally to do all acts, deeds, and things for developing the said property.

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

(l) That the final deed of the flat along with common areas and common facilities i.e. common verandah and balconies, lifts,

For: Kufir Housing developers
& consultants (P) Ltd.

Director



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common staircase, lawns, garden lands, setback areas, boundary wall, common parking areas, generators, fire fighting equipments, electrical installations in common areas, pipes fittings, all other fittings and fixtures meant for common areas, shall be executed and registered by the developer/promoter or the land owner, as the case may be, as per sub-section.(K) in favor of the prospective flat purchasers.

11. The Development of the said property shall be by and on account of the Developer and neither the Owner himself jointly or individually nor any other persons claiming through the owner shall have any right in the Development of the said property as per agreed and approved plan and specification by the P.M.C. The Developer shall alone be responsible and liable to the Govt./ P.M.C. and such other concerned authorities for the discharge of the said work and shall alone be like wise liable for the loss if any or for any claim arising from the Development work and shall keep the owner well indemnified in respect of all his actions, proceedings, demands, claims, costs, charge, expenses, losses, damages, compensations or penalties of any sort or nature whatsoever the owner may be put to sustain or in connection with the said work or for the default, failure or breach of contract by the Developer till the period of completion of the constructions. Similarly because of the owner, if the developer, or the work of development is hampered in any way the owner will indemnify the developer / developers or their agents and representatives.

12. All the outgoings in respect of the said property from the date of possession to be given to the Developer hereunder shall be borne and paid by the Developer but prior to the period relating to such possession shall be the liability of the owners alone.

13. All out of pocket costs, charges and expenses of incidental charges including the stamp duty and Registry fees on conveyances or conveyances shall be borne and paid by the allottees / or the transferees in respect of their allotted flats,

Per Kadir Housing Developers
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tenements fallen under the share of each parties/Any other expenditure relating to the Advocates relating to Development will be borne by the Developer.

14. The developer alone shall be entitled to recover or accept refund of any deposit made after this Agreement with any concerned authorities e.g. P.M.C., Collector, or Town planning authorities or. With any Govt. or Semi Govt. Bodies, courts.

15 That the project will be completed within three years from the date of sanction of plans from P.M.C. or the date of handing over the said promises to the developers, whichever is later. The Owner agrees to allow a grace period of Six months over the aforesaid period. The period of completion is subject to the principle of force majeure, fire, tempest, neighbor problem, handing over of vacant possession of the entire premises, owners problem or other inevitable etc, God or government effecting work, then so much of the time as is so lost will further added to the period of completion.

16. That development of the said property shall be by and on account of the developer and neither the owner nor any other person or persons claiming through the owners shall have any right in the development of the said property as per agreed plan and specification and as approved by P.M.C. The developers shall develop the said property at its own cost for development of the said property and shall alone be liable for the loss, if any or for any claim arising from the development of the said property and shall indemnify and keep indemnified the owners and their estate against and in respect of all actions, proceedings, demands, claims, costs, charges, expenses, losses, damages, compensation and / or penalties of all sort or nature what-so-ever the owner may be put to, sustain or incur due to and / or arising out of or in connection with the development of the said property.

17. That on completion of the construction of buildings in terms of this Agreement and handing over of owner's share of the built-up area thereof to the land owner, the land owner shall execute

For Kufir Housing developers
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Director



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and register all deeds and documents and do all things as may be necessary for finally perfecting the right title and possession of the developer in respect of their allottees or in favour of its nominees and assignees individually or collectively in case it is allotted or assigned to any co-operative society as and when so required by the developer and similarly the developer shall also execute and register all deeds and documents that may be necessary for perfecting the rights, title and possession of the land owner over the owner's share of the built-up area allotted to him in his favour individually or collectively as and when so required by the land owner.

18. The Owner will have no right to interfere or to put any obstruction in construction being executed as per the map approved by the P.M.C.

19. The Land Owner shall execute an irrevocable power of Attorney and Register the same in the Registering Officer as the developers desire, to get the work successfully and smoothly done as lawful Attorney for and on behalf of the land owner to do any act, things, deeds for the interest of the project and to carry on the Development work legally without let or hindrance from any person through or under land owner.

20. That the owner will not be entitled to take steps to dispossess the Developer society or their men provided the construction work is carried on and completed in terms of this development agreement the developer has right to the execution and registration of the sale deed / transfer deed / deed of release/ deed of conveyance /deed of exchange etc. up to 50% of developer's share as per provisions of Bihar Apartment Ownership Act. 2006.

21. For the purpose of verifying the correctness of the declaration made above regarding the absolute ownership of the said property and their hereto being marketable free from all encumbrances, and also their undertaking not to encumber the said property or otherwise alienate or dispose or deal with the same or any part



Apartment Developers
& Consultants (P) Ltd.

Director
17/4/21

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thereof same and except as herein above provided the developers will be entitled to accesses all necessary original documents including title relating to the property for the purpose of verification as aforesaid including investigation of the owner title to the property. The owner undertakes to hand over copies of all such relevant papers of its use at the time of execution of this development agreement and shall hand over the respective original as and when required by the developer.

22. The Land Owner hereby undertake not to sell, dispose, alienate the said property or any part thereof and except putting the Developer in possession thereof for the purpose of Developments in pursuant to this Agreement with the ultimate object of granting, conveying and transferring the same to get it developed by the Developer and shall do nothing in contravention of the Agreement and as otherwise agreed upon by the owners and Developers in writing.

23. That in case of any difference and disputes arising out or so called to arise relating to the lands and construction thereon out of this Agreement, will be settled by reference to the Arbitrators one each to be nominated by the parties and the two together will mutually select and umpire and their decision, findings and verdicts so given, shall be binding, and conclusive under the provision of the Arbitration Act with the jurisdiction of the court at Patna.

24. That even in case of any difference or dispute the construction once started cannot be stopped as per the sanctioned plan by any of the parties, but the Arbitrators or the court as the case may be can only get the site, and construction inspected by any expert and call for a report.

25. That the land owner agrees that the developer is acquiring the plot adjacent to north of this plot and combined map will be sanctioned from compliant authority, the land owner will take his share in the portion constructed on his plot as per schedule-III similarly the other owners will take his respective share in the



01/04/2020

For Joint Working Developer
& Consultants (P) Ltd.

Asst. Dir. 11/6/20
Director

portion constructed on his land only .

26. In any event the owner without prejudice to foregoing declaration agree and undertake to remove all obstacles and clear outstanding doubts or defects if traced out / pointed out at his own cost to vest the said property in Developer or their nominees as said in preceding clauses.

27. The owner agree that if any levy is imposed by the P. R. D. A./ P. M. C. or any other public body(ies) or the Govt. for the development! Betterment of the area in which the said premises is located then the same shall be borne and paid by the owner and the developer jointly in the same proportion as their respective shares of land and built up area in the building.

28. In case, at any time in future additional built-up area over and above the proposed square feet on the said premises is permitted or sanctioned and constructed by the developer, with the consent of the land owner, this will be shared mutually on the same terms and condition as contained in this agreement with the the owner.

29. That the land owner and builder will register the sale deed in favour of purchaser with terms and conditions stipulated in the declaration approved by the P.M.C. or Competent authority.

30. This agreement has two Schedules i.e. Schedule No- I of total land of this agreement and Schedule No-II.

31. All legal and lawful procedures and action are subject to Patna Civil/High Court Jurisdiction.

32. The proposed building on the schedule premises has to be constructed as G+4 consisting of two 3BHK flats on each floor one flat facing south marked as "A1", flat facing north marked as "A2". It is also agreed between the both parties that the share of the flats will be distributed as per the schedule III mentioned at the foot of this agreement, both the party's share being 50% each .



Patna
01/04/2021

Patna
Director

SCHEDULE-I

Description of the land/property under this development agreement. All that part and parcel situated at Danapur, P.S.- Danapur, Patna, bearing Part survey plot no.- 1560, khata no. 460 Tauzi No. 5407 At Mauza- Danapur Shahjadpur, Thana No. 21, Thana - Danapur, within the town and district of Patna within the Jurisdiction of District and sub registrar office Danapur, measuring about 3 Katha. (Three Katha) more or less, within the limits of Nagar Parisad Danapur Nizamat and the same is bounded as follow :- *Mohalla- Danapur Bank Colony M.R. 117-*

North :- Bhanu Pratap Rai
South :- Branch Road
East :- Part Plot No. 1560 & 1564 Dr. Keshav Kishore
West :- Plot No. 1560 & 1564 Sri Anil Kumar Singh and Saryug Devi.

SCHEDULE II

FEATURES AND SPECIFICATION OF FLATS

A) FLOOR & WALL TILING:

1. The flooring in the living room, bedroom, dining area, kitchen and balcony will be of vitrified tiles (800x800 mm or 600x600 mm)
2. The flooring in bath rooms, toilets will be of ceramic tiles flooring.
3. Ceramic/glazed tiles will be provided in toilets up to 7' ht. from finished floor level. In kitchen, it will be up to ht. 2'-0" from kitchen platform.

For Kutr Housing developers
& consultants (P) Ltd.

Director

11/6/21



[Signature]
01/04/2021

B) SANITARY WARE & FITTINGS:-

1. All water closet and wash basins will be in white ceramic of Parryware or Hindware, with low level white cisterns made up of PVC of Parryware or Hindware.
2. All top fittings will be of chromium plated brass of Parryware or Esseo.

C) KITCHEN PLATFORM & SINK:-

Top of kitchen platform will be of granite with Stainless steel sink.

D) DOORS & WINDOWS:

1. R.C.C. door frame in toilet, kitchen and other door frame will be made of good quality of wood and front doors will be teak wood and other shutters will be factory made flush doors duly laminated.
2. Window frame and shutters will be fully glazed sliding UPVC shutter.
3. Front doors will be provided with a night latch, magic eye and a brass lock. All other door fittings will be of onodised brass.

WALLS:

1. Interior walls will be decorated by wall putty with one coat of cement primer.
2. Exterior wall will be finished with wall putty/texture painted with weather coat permanent finish depending upon bulk availability.

PLUMBING AND WASTEWATER LINES:

All concealed plumbing for supply water will of CPVC pipes and external soil of waste water lines will be PVC pipe in a two stack system with geyser line connection in all the bath rooms.

S. K. Housing developers
& consultants (P) Ltd.

Director



21/04/2021

ELECTRICITY SUPPLY AND WIRING:

1. Each flat will be provided with a separate meter located on the main electrical panel board. A separate meter(s) for common services will be provided on main electrical board.
2. All bed rooms, living and dining areas shall have 1 plug point, 2 light points, 1 fan point, 1-5 A plug point. In addition the master bed room living and dining area shall have a 15 A plug point. One 15 A plug point will also be provided in kitchen and toilet of master bed room.

TELEPHONE AND TV CABLES:

1. Telephone cable will be provided from each flat upto common junction point (tag-block) at the gate or other suitable location. No wires will be drawn beyond this stretch.
2. Individual television cables will be provided through concealed conduits for television connection from the terrace to each flats.
3. Intercom facility shall be provided to the flats.

EXHAUST FAN OPENING:

If the structural design of complex permits, provision of a suitable opening for an exhaust fan shall be provided.

Notes:- All specification, sizes and layout etc. are subject to minor variations additions alteration by the company upon suggestion of its consultants. Any features not included in this list but desired by a flat owner may be provided at company's discretion at additional cost.

As per the specification
& drawings (P/21).

As per the
11/4/21

01/04/2021



AMENITIES:

WATER:

A 24hrs water supply will be provided to all the flats or common area from own central boring systems as per the design of P.H.A.D. consultants.

LIFT: OTIS/ KONE

SWERAGE:

Suitable arrangement for rain storm and soil water disposal shall be provided as per the design of P.H.A.D consultants.

SERVANT ROOM/PARKING:

There is a provision of reserve parking space as per requirements of Patna Regional Development Authority. Some of them may be open and some covered depending upon the availability of space.(50-50 basis)

OTHER CHARGES AND DEPOSITS: FOR FLATS.

1. Electric connection: Rs. 8,000/- (for single phase), Rs. 15,000/-(for three phase) per flat connection.
2. Generator : Rs. 30,000/- per flat/ connection for providing 300 watts emergency power supply from Generator.
3. Proposed cooperative membership fee and other formation charges: as required.
4. An extra amount of Rs. 4,500/- (L.S. per unit will be charged for intercom facility).

Patna Housing developers
& consultants (P) Ltd.

Director

11/6/21

01/04/2021



SCHEDULE III

Share distribution

Flat No.	Landowner Share	Developers Share
1 st Floor- Flat No. 1A1	Nil	1A1
Flat No. 1A2	Nil	1A2
2 nd Floor- Flat No. 2A1	2A1	Nil
Flat No. 2A2	2A2	Nil
3 rd Floor- Flat No. 3A1	3A1	Nil
Flat No. 3A2	3A2	Nil
4 th Floor- Flat No. 4A1	Nil	4A1
Flat No. 4A2	Nil	4A2

In witness whereof the parties hereto have set their respective hands to this agreement made in duplicate which is the true and exact copy of each other on the day month and year as 1st written above in presence of the attesting witnesses after having been read over and explained its contents and being understood by both the parties thereto.

Witness:-

1.

Amit Kumar
S/o Ram Niranjan Prasad
A/42 A.G. Colony
Patna-25

07.04.21

2.

Niranjan Kumar
S/o Sri Shyamji Singh
Ganga Sagar Lal Nagar
P.O. Ashiana Nagar
Patna-25

08.4.21

Signature of the Landowner

For Kufir Housing developers
& consultants (P) Ltd.

Signature of the Developer



Drafted by

Amit Kumar
21/7/2021

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. 241940/-

Addl. Stamp duty paid under Municipal Act

Rs. 0/-

Amt. Paid By N.J Stamp Paper

Rs. 1000/-

Amt. paid through Bank Challan

Rs. 261940/-

Registration Fee

A1	0	C	0	H1b	0	K1a	0	Lii	0
A8	0	D	0	H2	0	K1b	0	Liii	0
A9	0	DD	0	I	0	K1c	0	Mb	0
A10	0	E	20000	J1	0	K2	0	Na	0
B	0	H1a	0	J2	0	Li	0		0
TOTAL-									20000

LLR + Proc Fee Service Charge

LLR	0	
Proc. Fee	0	1000
Total	0	

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 21000

Date: 05/04/2021

Registering Officer
Danapur

Endorsement under section 52

Presented for registration at Registration Office, Danapur on Monday, 05th April 2021 by Jyotindra Mohan Sahay S/O Late Indra Deva Sahay by profession Others. Status - Executant

Signature/L.T.I. of Presentant

Date: 05/04/2021

Registering Officer
Danapur

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Anil Kumar' age '56' Sex 'M', 'Ram Nirajan Prasad', resident of 'A/72, a.G Colony, ashiana Nagar, patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 05/04/2021

Registering Officer
Danapur

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Danapur in Book 1 Volume No. 135 on pages on 294 -313, for the year 2021 and stored in CD volume No. CD-21 year 2021. The document no. is printed on the Front Page of the document.

Date : 05/04/2021

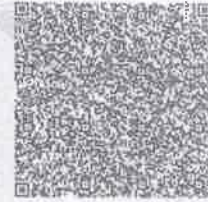
Registering Officer
Danapur

Token No. : 7110 Year : 2021 S.No. : 6928 SCORE Ver.4.1

Deed No. : d No. : 6600



INDIA NON JUDICIAL
Government of Bihar
e-Stamp



Certificate No. : IN-BR19442181467000T
Certificate Issued Date : 05-Apr-2021 12:22 PM
Account Reference : SHCIL (FI)/ brshcil01/ DANAPUR SRO/ BR-PAT/ DNP
Unique Doc. Reference : SUBIN-BRBRSHCIL0125075513530121T
Purchased by : KUTIR HOUSING DEVELOPERS AND CONSULTANTS PVT LTD
Description of Document : Not Applicable
Property Description : Not Applicable
Consideration Price (Rs.) : 0 (Zero)
First Party : Not Applicable
Second Party : KUTIR HOUSING DEVELOPERS AND CONSULTANTS PVT LTD
Stamp Duty Paid By : KUTIR HOUSING DEVELOPERS AND CONSULTANTS PVT LTD
Stamp Duty Paid (Rs.) : 43,940 (Forty Three Thousand Nine Hundred And Forty only)
Reg. fee (Rs.) : 19,000 (Nineteen Thousand only)
LLR & P Fee (Rs.) : 0 (Zero)
Miscellaneous Fee (Rs.) : 0 (Zero)
Discore SC (Rs.) : 0 (Zero)
Total Amount (Rs.) : 62,940 (Sixty Two Thousand Nine Hundred And Forty only)

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AMIT

For any of the Stamp Certificate, visit to www.biharstampcert.com or 0594 2341111. Any of the Stamp Certificate is valid only if it is accompanied by the Certificate and is valid only if it is accompanied by the Certificate. Any of the Stamp Certificate is valid only if it is accompanied by the Certificate.



INDIA NON JUDICIAL
Government of Bihar
e-Stamp



Certificate No. : IN-BR19411993169867T
Certificate Issued Date : 03-Apr-2021 03:10 PM
Account Reference : SHCIL (FI)/ brshcil01/ DANAPUR SRO/ BR-PAT/ DNP
Unique Doc. Reference : SUBIN-BRBRSHCIL0125034422962111T
Purchased by : KUTIR HOUSING DEVELOPERS AND CONSTRUCTION PVT LTD
Description of Document : Not Applicable
Property Description : Not Applicable
Consideration Price (Rs.) : 0 (Zero)
First Party : Not Applicable
Second Party : KUTIR HOUSING DEVELOPERS AND CONSTRUCTION PVT LTD
Stamp Duty Paid By : KUTIR HOUSING DEVELOPERS AND CONSTRUCTION PVT LTD
Stamp Duty Paid (Rs.) : 1,97,000(One Lakh Ninety Seven Thousand only)
Reg. fee (Rs.) : 1,000 (One Thousand only)
LLR & P Fee (Rs.) : 0 (Zero)
Miscellaneous Fee (Rs.) : 0 (Zero)
Discore SC (Rs.) : 1,000 (One Thousand only)
Total Amount (Rs.) : 1,99,000 (One Lakh Ninety Nine Thousand only)



01/04/21
58

Do not write or type below this line

0008037466

Serial No. 20957

Deed No. 19475

Govt. of Bihar

District Registry Office, Patna

Summary of Endorsement

This document was presented for registration on 29/11/2024 by Jyotindra Mohan Sahay.

A stamp duty of Rs. 84500/- and other fees of Rs. 25525/- 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. 19475 in Book No. 1, Volume No. 438 on pages from 530 to 538 and has been preserved in total 9 pages in C.D. No. 68 / Year 2024.

Date: 29/11/2024.

Token No. 21286 / 2024

Signature with Date

(Ravi Ranjan)

Registering Officer, Patna

SCANNED BY

सपलिमेन्टरी विकास कार्य एकसंस्थाना

यह डेवलपमेन्ट एग्रीमेन्ट आज दिनांक 29/11/2024 को श्री

ज्योतिन्द्र मोहन सहाय पिता स्व० इन्द्र सहाय साकिन सी०-202

For Kutir Housing developers
& consultants (P) Ltd.

Director

29/11/24

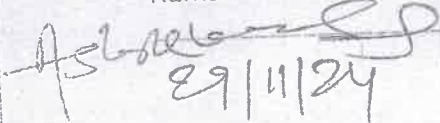
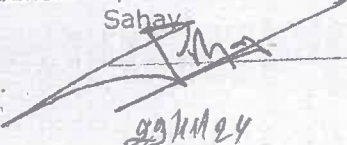
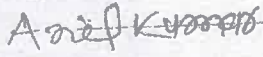
District Registry Office, Patna

Token Number 21280

Reg. Year 2024

Serial Number 20957

Deed Number 19475

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Ms Kutir Housing Developers And Consultants Pvt Ltd (Director) Ashok Kumar Sinha						
Sig.	 29/11/24						
Presented By	Jyotindra Mohan Sahay						
Sig.	 29/11/24						
Executant	Jyotindra Mohan Sahay						
Sig.	 29/11/24						
Identified By	Anil Kumar						
Sig.	 29-11-24						



SCOR

Powered by IL&FS Technologies Ltd.

Biometric Captured By 2800sop133



29/11/2024

एकान्त, गंगापुर रोड, सावरकर नगर, नासिक 422013, वर्तमान पता- द्वारा श्री प्रकाश आदित्या 169, पाटलीपुत्रा कॉलोनी, पटना- 800013, जिन्हें आगे जमीन मालिक के नाम से सम्बोधित किया गया है। (जो शब्दावली प्रसंग के प्रतिकूल होने अथवा हटाये जाने की स्थिति को छोड़कर उनके उत्तराधिकारी, निष्पादक, प्रशासक हितबद्ध उत्तराधिकारी को शामिल करेंगे) जिन्हें इसमें प्रथम पक्ष कहा गया है। आ नं० 707258233552 - मो० नं०- 7507770047

एवं

मेसर्स कुटीर हाउसिंग डेवलपर्स एण्ड कन्सलटेन्ट प्रा० लि० पटना, जो कंपनी एक्ट 1956 के अंतर्गत संचालित है, जिसका निबंधित कार्यालय 13/1 आनन्दपुरी बोरिंग रोड, पटना-1 द्वारा निदेशक **श्री अशोक कुमार सिन्हा** पिता स्व० समाशंकर सहाय, निवास स्थान- 13/1 आनन्दपुरी बोरिंग रोड पटना-1 आ० नं० 732913233202 मो० नं०- 9334102353 के माध्यम से सम्पादित किया जाता है। जिन्हें आगे डेवलपर/भवन निर्माता/ उन्नयनकर्ता/विकासक इत्यादि के नाम से सम्बोधित किया गया है, जिसमें उनके कार्यालय के अधिन्यासी, नामित एवं उत्तराधिकारी इत्यादि सम्मिलित हैं जो इसमें द्वितीय पक्ष के रूप में वर्णित हैं, के बीच सम्पादित हुआ।

यह कि जमीन मालिक **मौजा- दानापुर शहजादपुर महल्ला- दानापुर स्टेट बैंक कॉलोनी, परगना- फूलवारी, थाना- दानापुर, जिला- पटना, थाना नं०- 21, तौजी नं०- 5407, खाता नं०- 460, सर्वे प्लॉट नं०- 1564 में एराजी 1794.75 वर्गफीट भूमि** जिसका प्रचलित आवासीय बाजार मूल्य मो० 42,25,000/- रूपया मात्र है पर स्वामी के रूप में स्वत्व धारित करते हुए निर्विवाद रूप से शांतिपूर्वक दखल कब्जे में हैं। जिसका पूर्ण विवरण इस विलेख की अनुसूची-1 में वर्णित है जो इस विलेख का भाग है

यह कि अनुसूची-1 में वर्णित सम्पत्ति को जमीन मालिक ने दिनांक 01-08-2006 को नविस्ते श्रीमती इन्दु प्रसाद पति डॉ० दिलीप प्रसाद साकिन- बेली रोड, अपोजीट गवर्मेन्ट डिस्पेन्सरी, थाना- कोतवाली,

कार्यालय में उपलब्ध रिकॉर्ड से मुक्त पाया

प्रभारी
23/11/24



जिला- पटना से बैय खरीद किया है जिसका बुक नं०-1, जिल्द नं०-34 पेज नं०- 73 से 82 सी० डी० 32, टोकन नं०- 9825, सिरियल नं०- 9862, वसीका नं०- 8647 निबंधन कार्यालय दानापुर है। बैय खरीदगी के रोज से जमीन मालिक उक्त जायदाद को अपने कब्जा दखल वो अधिकार में रखकर उपभोग करते चले आ रहे है। इस तरह लेख्य सम्पत्ति का अन्तरण एवं किसी भी प्रकार का करारनामा इत्यादि करने के लिए सक्षम हैं।

यह कि जमीन मालिक ने दिनांक 05-04-2021 ई० को विकास कार्य एकरारनामा विकासक के साथ एराजी 3 कट्टा जमीन का रजिस्टर्ड कर दिये थे जिसका डीड न० 6600 बुक न० 1 जिल्द न० 135 हैं। लेकिन उस समय सिर्फ एक ही प्लॉट न० 1560 का रजिस्टर्ड एग्रीमेन्ट किये है लेकिन जब मूल वसीका मे देखा गया तो 3 कट्टा जमीन मे दो प्लॉट न० 1560 और 1564 अंकित है इसलिए दुसरा प्लॉट नं०- 1564 है और जिसका एरिया 1794.75 वर्गफीट है जिसका जानकारी होने पर पुन रजिस्टर्ड सपलीमेन्टरी विकास कार्य एकरारनामा कर रहे है अब दिनांक 05-04-2021 का विकास कार्य एकरारनामा डीड का यह सपलीमेन्टरी विकास कार्य एकरारनामा है।

यह कि विकासक को जमीन मालिक ने अनुसूची-1 में वर्णित जमीन के संबंध में यह विश्वास दिलाया कि जमीन हर प्रकार से पाक-साफ एवं स्वत्व, दोष तथा ऋण भार से मुक्त है। यदि भविष्य में किसी भी प्रकार का कोई स्वत्व, दोष या ऋण भार पाया जायेगा तो उसकी जिम्मेवारी जमीन मालिक पर होगी और उसके चलते होने वाले हर्जा-खर्चा तथा क्षति-पूर्ति भुगतान करने का दायित्व जमीन मालिक को रहेगा।

यह कि उपर्युक्त दोनों पक्षों की सहमति से यह निर्णय लिया गया कि अनुसूची-1 में वर्णित जमीन पर एक बहुमंजिला इमारत का निर्माण निम्नलिखित शर्तों एवं बंधनों पर किया जाय:-

यह कि तृतीय पक्ष ने प्रथम पक्ष की सहमति से यह तय किया कि अनुसूची-1 में वर्णित जमीन पर दानापुर नगर परिषद/सम्बंधित प्राधिकार से

प्रस्तावित भवन का नक्शा एवं प्लान स्वीकृत कराकर उसके अनुरूप बहु मंजिला इमारत बनाएंगे।

2. यह कि उभय पक्ष सहमत हुए कि द्वितीय पक्ष के डेवलपर बचनबद्ध करते हैं कि अनुसूची- I में वर्णित जमीन पर बहु-मंजिला इमारत की संरचना करेंगे।

3. यह कि जमीन मालिक एवं भवन निर्माता द्वारा यह भी तय किया गया कि दानापुर नगर परिषद/संबंधित प्राधिकार द्वारा स्वीकृत प्रस्तावित निर्माणाधीन हिस्से में अनुपातिक आधार पर जमीन मालिक का 50 प्रतिशत एवं भवन निर्माता का 50 प्रतिशत हिस्सा परम निर्मित क्षेत्र, पार्किंग क्षेत्र, फ्लैट इत्यादि में होगा। जमीन मालिक एवं विकासक के शेयर का बंटवारा विकास एकरारनामा दिनांक 05-04-2021 के अनुरूप रहेगा।

4. यह कि उभय पक्षों के बीच परस्पर घोषणा और प्रतिनिधित्व के द्वारा बातचीत के फलस्वरूप डेवलपर द्वारा उक्त जमीन के उन्नयन के लिए किया गया एकरारनामा शर्तों और बंधनों के साथ अंकित किया गया।

5. यह कि जमीन मालिक डेवलपर को यह अधिकृत करते हैं और डेवलपर जमीन मालिक से उक्त जमीन को उन्नत करने का अधिकार स्वीकार करते हैं उन शर्तों और बंधनों पर जो इस एकरारनामा की अनुसूची- I में वर्णित है।

6. यह कि इस मनोबंध के निष्पादन के बाद जमीन मालिक, विकासक और उनके कर्मचारियों, अभिकर्ताओं, कारीगरों, अभियंताओं एवं मजदूरों को उक्त सम्पत्ति में प्रवेश करने की अनुमति देंगे, जिससे वे विभिन्न विकास पूर्व कार्य यथा नक्शा और योजना का निर्माण जैसे कार्य कर सकें।

7. यह कि प्राकृतिक विपदा और डेवलपर की शक्ति के नियंत्रण के बाहर के कारणों को छोड़कर जिससे उक्त सम्पत्ति और निर्माण कार्य प्रभावित हो, भवन निर्माण की समय सीमा 3 वर्ष की होगी और उसके बाद कार्य पूर्ण करने का छह महीने का कृपा काल होगा। भवन निर्माण की कुल समय सीमा कृपा काल सहित दानापुर नगर परिषद/संबंधित प्राधिकार द्वारा नक्शा स्वीकृत एवं रेरा प्राप्ति की तिथि से गिनी जाएगी।

For Kuir Housing Developers
& consultants (P) Ltd.

Director



8. यह कि मालिक सहमत हैं और वचनबद्ध है कि वे बिहार अपार्टमेंट स्वामित्व अधिनियम 2006 की धारा 5 (1) एवं 5 (2) तथा अन्य सभी प्रावधानों एवं नियमों को पालन करेंगे और अधिनियम के अनुरूप भवन निर्माण पूर्ण होने के बाद विकासक/संप्रवर्तक एवं भू-स्वामी अपने-अपने हिस्से के निरपेक्ष स्वामी होंगे तथा वे अपने-अपने हिस्से को पृथक् रूप से बेचने/अन्तरण करने के हकदार होंगे और उसका नियमानुकूल सक्षम निबंधन कार्यालय में निबंधन करेंगे जिसमें उक्त अधिनियम एवं नियम का पालन किया जायेगा। विकासक अपने हिस्से का क्षेत्र बंधक रखकर ऋण ले सकेंगे और विक्रय के लिए एकरारनामा करेंगे। जिसमें जमीन मालिक के हिस्से का क्षेत्र सम्मिलित नहीं रहेगा।

9. यह कि जमीन मालिक ने दिनांक 05-04-2021 ई0 को विकास कार्य एकरारनामा विकासक के बिच जमीन का रजिस्टर्ड कर दिये थे जिसका डीड न0 6600 बुक न0 1 जिल्द न0 135 है। जिसका यह डीड सप्लीमेंटरी विकास कार्य एकरारनामा है इसलिए जितने भी बाकि शर्तें एवं स्पेसीफिकेशन आदि हैं उर्पयुक्त डीड न0 6600 दिनांक 05-04-2021 ई0 में है उसके अनुसार यथावत रहेगा।

अनुसूची-I

वह आवासीय परती जमीन जो मौजा- दानापुर शहजादपुर महल्ला- दानापुर स्टेट बैंक कॉलोनी, परगना- फुलवारी, थाना- दानापुर, जिला- पटना, थाना नं0- 21, तौजी नं0- 5407, खाता नं0- 460, सर्वे प्लॉट नं0- 1564 में एराजी 1794.75 वर्गफीट भूमि जिसका प्रचलित आवासीय बाजार मूल्य मो0 42,25,000/- रुपया मात्र। यह लेख्य सम्पत्ति अवर निबंधन दानापुर, तथा जिला निबंधन कार्यालय- पटना, क्षेत्रान्तर्गत अवस्थित है।

9/29/11



For Kaur Housing developers
& consultants (P) Ltd.

Director-24/11/11

चौहद्दी

उत्तर : सेल्फ प्लॉट नं०- 1560 डेवलपमेन्ट एग्रीमेन्ट दिनांक 05-04-2021

दक्षिण : बीस फीट चौड़ा सहायक सड़क ।

पूरब : डॉ० केशव किशोर पार्ट प्लॉट नं०- 1560 वो 1564 (सरजु कुटीर)

पश्चिम: प्लॉट नं०- 1560 वो 1564 श्री अनिल कुमार सिंहा

एवं सरयुग देवी।

यह कि यह करारनामा अपनी पूर्ण स्वस्थ मानसिक स्थिति में
सौच-समझकर निम्नलिखित गवाहों के समक्ष लिख दिया कि समय पर
काम आवे एवं प्रमाण रहे।

गवाहगण:-

1. Anil Kumar

S/O Late Ram Niraj Kumar

A/42 A. B. Colony Patna

800025

29-11-24

प्रथम पक्ष का हस्ताक्षर 29/11/24

2. Nirajan Kumar

S/O Sri Shyamji Singh

Gory Sahay Lal Nagar

Ashiana Nagar

Patna-800025

29-11-2024

Patna Housing developers
& consultants (P) Ltd.

DIRECTOR

द्वितीय पक्ष का हस्ताक्षर

विलेख लेख्यकारी एवं लेख्यधारी के निदेश

एवं सहसहस्र लिपिबद्ध किया गया है।



Anand Kumar

29/11/24

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. 84500/-	Amt. Paid By N.J Stamp Paper	Rs. 0/-
Addl. Stamp duty paid under Municipal Act	Rs. 0/-	Amt. paid through Bank Challan	Rs. 110025/-

FEE PAID		Registration Fee				LLR + Proc Fee		Service Charge	
A1	0	C	0	H1b	0	K1a	0	LLR	0
A8	0	D	0	H2	0	K1b	0	Proc. Fee	0
A9	0	DD	0	I	5000	K1c	0	Total	0
A10	0	E	20000	J1	0	K2	0		
B	0	H1a	0	J2	0	Li	0		
					TOTAL-	25025			

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

Registering Officer
Patna

Date: 29/11/2024

Endorsement under section 52

Presented for registration at Registration Office, Patna on Friday, 29th November 2024 by Jyotindra Mohan Sahay
Late Indradev Sahay by profession Others. Status - Executant

Signature/L.T.I. of Presentant

Date: 29/11/2024

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Anil Kumar' age '60' Sex 'M', 'Ram Niranjan Pd.', resident of 'Ashiananagar, Phulwari, Patna-800025'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 29/11/2024

Registering Officer
Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 438 on pages on 530 -538, for the year 2024 and stored in CD volume No. CD-68 year 2024 .The document no. is printed on the Front Page of the document.

Date : 29/11/2024

Token No. : 21280

Year : 2024

SN No. : 20957

SCORE Ver.4.1

Deed No. : d No. : 19475



Registering Officer
Patna



INDIA NON JUDICIAL
Government of Bihar

e-Stamp

Certificate No. : IN-BR-2402160611
Certificate Issue Date : 20-Nov-2024 02:55 PM
GRN No. : BHR20241100537545E
Unique Doc Reference : EST-BR-2800-2400026480
Party Name : KUTIR HOUSING DEVELOPERS AND CONSULTANTS PVT LTD
Purchased by : KUTIR HOUSING DEVELOPERS AND CONSULTANTS PVT LTD
Purpose : NA Article no (NA)
Stamp Duty Paid (Rs.) : 84500 (Eighty Four Thousand Five Hundred Only)
Reg. Fee (Rs.) : 25025 (Twenty Five Thousand Twenty Five Only)
LLR & P Fee (Rs.) : 0 (Zero Only)
Miscellaneous Fee (Rs.) : 0 (Zero Only)
Discore SC (Rs.) : 500 (Five Hundred Only)
Total Amount (Rs.) : 110025 (One Lakh Ten Thousand Twenty Five Only)



[Handwritten signature]
g. sharma

For Kutir Housing developers
& consultants (P) Ltd.
[Handwritten signature]
Director



IN 2402168833



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at <https://enibandhan.bihar.gov.in> or using enibandhan Mobile App.
2. Any discrepancy in the details on this Certificate and as available on the website/Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

