Serial No. :- 22751 Deed No. :- 21153

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

This document was presented for registration on **28/12/2024** by **Ranjan Kumar.** A Stamp Duty of **Rs 1179700/-**, Registration Fee of **Rs. 46025/-** and other Fees of **Rs. 1000/-** have 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.

This document has been registered as Deed No. **21153** in Book No. **1** Volume No. **479** on pages from **539** to **572** and has been preserved in total **32** page in database.

Signature with Date
Ravi Ranjan
Registering officer, **Patna**

Date : **28/12/2024** Application No. : **240500170539**

SAI GRIPA REALESTATE PVT. LTD.
DIRECTOR

Chandan Kumar Singh
Nimesh Kumar Singh
28/12/24

SCANNED BY

DEVELOPMENT AGREEMENT

This indenture is made and executed this 28th **day of the month of December, Two Thousand Twenty-Four.**

BETWEEN

(I) SRI RANJAN KUMAR aged about 33 years,

(II) SRI CHANDAN KUMAR aged about 34 years, both sons of Late Lala Prasad @ Lala Gope,

(III) SMT. CHANDRAMA DEVI @ CHANDWA DEVI, aged about 62 years, wife of Late Lala Prasad @ Lala Gope, all residents of Village Bari Pahari, P.S. Agamkuan, District Patna, Pin.-800007, hereinafter jointly referred to as the **"LAND OWNERS"**, (which expression shall

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District Registry Office, Patna (2800)

Application No	240500170539	Registration year	2024	Serial No	22751	Deed No	21153

Details Captured By Office							Details from UIDAI (if Consent Yes)	
Party Details	Photo	Thumb	Index	Middle	Ring	Little	Aadhaar Photo	eKYC Detail
Party Type : Executant **Name :** Ranjan Kumar **Sign & Date** Ranjan Kumar 28/12/24								**Name :** Ranjan Kumar **Date & Time :** 28/12/2024 03:40 PM **Aadhaar :** ********4848
Party Type : Executant **Name :** Chandan Kumar **Sign & Date** Chandan Kumar 28-12-2024								**Name :** Chandan Kumar **Date & Time :** 28/12/2024 03:39 PM **Aadhaar :** ********1729
Party Type : Executant **Name :** Chandama Devi Alias Chandwa Devi **Sign & Date** Chandwa Devi 28/12/24								**Name :** Chandva Devi **Date & Time :** 28/12/2024 03:38 PM **Aadhaar :** ********7101
Party Type : Claimant **Name :** Shailendra Singh Authorized By Sai Kripa Real Estate Private Limited (Organisation) **Sign & Date** Shailendra 28/12/24								**Name :** Shailendra Singh **Date & Time :** 28/12/2024 03:37 PM **Aadhaar :** ********3801
Party Type : Attesting Witness **Name :** Nishant Kumar Singh **Sign & Date**	N/A						N/A	
Party Type : Identifier **Name :** Nimesh Singh **Sign & Date** Nimesh Singh 28/12/24								**Name :** Nimesh Singh **Date & Time :** 28/12/2024 03:41 PM **Aadhaar :** ********2437

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unless excluded by or repugnant to the context mean and include their successors, executors, administrators and assigns) of the **FIRST PART.**

PAN.- (I) BKIPK0422R. **Mobile No.-9631310507.**

Aadhar No.-7306 0629 4848.

PAN.- (II) BKIPK0423Q. **Mobile No.- 9798972175.**

Aadhar No.-9953 0576 1729.

PAN.- (III) AGRPD7214N. **Mobile No.- 9798972175.**

Aadhar No.-7558 5660 7101.

SAI KRIPA REAL ESTATE PVT. LTD.,
Shailendra Singh
28/12/24
DIRECTOR

AND

M/S SAI KRIPA REAL ESTATE PVT. LTD. a company incorporated under provisions of the Companies Act, 1956, bearing **CIN No.-U45200BR2004,** having its registered office at "Mitra Compound", East Boring Canal Road, P.S.-Buddha Colony, Town & District-Patna, Pin.-800001, represented through its director, **SRI SHAILENDRA SINGH,** aged about 58 years, Son of Late Awadhesh Kumar Singh, "Mitra Compound" off East Boring Canal Road, P.S.-Buddha Colony, Town & District-Patna, Pin.-800001, hereinafter referred to as the "**PROMOTER**"/ "**DEVELOPER** " (which expression shall, unless excluded by or repugnant to the context mean and include its successors-in-office, executors, administrators and permitted assigns) of the **SECOND PART.**



श्रीमती Chandwa devi
श्री. Nimesh Singh
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PAN.- AAHCS9702M. **Mobile No.- 9431459805.**

Aadhar No.- 7890 3817 3801.

WHEREAS the above-named landowners/First Part are the absolute owners of **68.625 Decimals** equivalent to **21.96 Kathas** of land, Situated at Branch Road of Mauza/Mohalla- Bari Pahari, P.S.-Agamkuan, District Patna.

Application No. : 240500170539 Deed Type : Agreement Deed Sub Type : Relating to the construction of a House/building/unit of a apartment/flat/portion of a multistoried building or for development
Deed No. : 21153 Serial No. : 22751 Book No. : 1 From Page : 539 To Page : 572

Sd/-
Registering Officer, Patna (2800)

SAI KRIPA REAL ESTATE PVT. LTD.,
DIRECTOR
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WHEREAS out of the aforesaid 68.625 decimals of land, 52 decimals land belonged to the father of Land owners No. 1 and 2 namely Late Lala Prasad @ Lala Gope which was self-acquired by him and the remaining 16.625 Decimals out of 26 decimals land belongs to Landowner No. 3 which was self-acquired by her.

WHEREAS the father of Land owners No. (1) and (2) namely Late Lala Prasad @ Lala Gope acquired 52 decimals land under 02 (Two) separate registered deeds of absolute sale. Out of 52 decimals land, 26 decimals land was purchased under a registered deed of absolute sale dated 25/09/2001, bearing Deed No.-R-3/BBB-5178, executed by Sri Mohan Mahto, son of Late Badri Mahto and the remaining 26 decimals land was purchased under a registered deed of absolute sale dated 25/09/2001, bearing Deed No.-R-3/BBB-5177, executed by Sita Ram Mahto, son of Badri Mahto and both the sale deeds were registered in office of Registrar, Mumbai.

Smt. Chandwa Devi
W/o Nirmal Singh
28/12/24

WHEREAS after some time aforesaid Late Lala Prasad @ Lala Gope died on 03.08.2019 leaving behind his wife, Smt. Chandrama Devi @ Chandwa Devi (Landowner no. 3) and two sons namely Sri Ranjan Kumar and Sri Chandan Kumar (Landowners no. 1 and 2). Since then, Smt. Chandrama Devi @ Chandwa Devi and two sons namely Sri Ranjan Kumar and Sri Chandan Kumar have jointly come in actual, peaceful, physical possession over the property having inherited the same as its absolute owners which was left by Late Lala Prasad @ Lala Gope. And after sometime Smt. Chandrama Devi @ Chandwa Devi and two sons namely Sri Ranjan Kumar and Sri Chandan Kumar decided to verbally partition their own share between them by virtue of family arrangement. According to family arrangement, the property measuring an area 52 Decimals of land came to the share of Sri Ranjan Kumar and Sri Chandan Kumar (Land Owner no.1 and 2). Thereafter Sri Ranjan Kumar and Sri Chandan Kumar (Land Owner no.1 and 2) are coming in actual peaceful, physical possession over the property as its absolute owner thereof. They have mutated the property in their names from State of Bihar and also get land

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possession certificate from the competent authority after applying for the same. The land rent receipt is being issued in the name of the aforementioned Sri Ranjan Kumar and Sri Chandan Kumar (Land Owner no. 1 and 2) jointly, vide Bhag Bartman-11, Prishtha No.-8661, Jamabandi No.-957/1 and Bhag Bartman-18, Prishtha No.-8225, Jamabandi No.-1608 respectively and in the name of Smt. Chandrama Devi @ Chandwa Devi (Landowner no. 3) vide Bhag Bartman-18, Prishtha No.-8249, Jamabandi No.-1611 the Land Rent is being paid to the Circle Officer, Patna Sadar.

SAI KRIPA REAL ESTATE PVT. LTD.,
DIRECTOR

WHEREAS as mentioned above, out of the aforesaid total land parcel admeasuring 78 decimals, 16.625 Decimals out of 26 decimals land belongs to Landowner No.-3 (Smt. Chandrama Devi @ Chandwa Devi) who acquired the same under a registered deed of absolute sale dated 25/09/2001, being Deed No.-R-3/BBB-5179, registered in office of Registrar, Mumbai, executed by Sri Dasrath Mahto, son of Late Badri Mahto.

दें। Chandwa devi
ली। Nimesh Singh
29/12/24

WHEREAS Sri Mohan Mahto, Sita Ram Mahto, Sri Dasrath Mahto, all sons of Late Badri Mahto executed the aforesaid three sale deeds in favour of Lala Prasad @ Lala Gope (father of the Land owner No.-1 and 2) and Smt. Chandrama Devi @ Chandwa Devi (Landowner No.-3). Besides the above named 03 sons of Late Badri Mahto, the said Late Badri Mahto has another son namely Sri Ramjee Mahto. The said Badri Mahto, died leaving behind his above named 04 sons. After the death of Badri Mahto, a oral partition took place among the above named 04 sons of Late Badri Mahto and as per the said oral partition, each son of Late Badri Mahto acquired 26 decimals of land.

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WHEREAS the aforesaid property was the ancestral property of the abovenamed sons of Late Badri Mahto. Subsequently, Late Badri Mahto duly recorded his name in government record and was paying ground rent to the concerned authority and accordingly rent receipts were being issued in his name.

Ranjan Kumar
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अपर निबंधक पटना

WHEREAS the said Badri Mahto, died leaving behind his 04 sons namely Sri Mohan Mahto, Sri Sita Ram Mahto, Sri Dasrath Mahto and Ramjee Mahto as his only legal heirs, who jointly succeeded and inherited the area 1.04 acres of land by the right of survivorship and inheritance.

WHEREAS subsequently, the Lala Prasad @ Lala Gope (father of the Land owner No.-1 and 2) acquired 26 decimals land under a registered deed of absolute sale dated 25/09/2001, bearing Deed No.5175, executed by Sri Mohan Mahto. Another 26 decimals land was purchased by Lala Prasad @ Lala Gope (father of the Land owner No.-1 and 2) under a registered deed of absolute sale dated 25/09/2001, being Deed No.-R-3/BBB-5177, executed by Sita Ram Mahto and the remaining 26 decimals land acquired by Landowner No.-3 under a registered deed of absolute sale dated 25/09/2001, being Deed No.-R-3/BBB-5178 executed by Sri Dasrath Mahto, son of Late Badri Mahto. The details of aforesaid land is clearly mentioned in First Schedule of this Development Agreement.

WHEREAS as stated all the above-mentioned sale deeds were executed in Mumbai and therefore, as per the notification issued by Government of Bihar, the respective purchasers paid the amount of difference in stamp duty to the State of Bihar through Registration office Patna on dated 10.09.2005.

WHEREAS, subsequently, all the above-named Landowners got their respective names mutated in government records and are paying ground rent to the State of Bihar through Circle office and accordingly rent receipt is being issued in their respective names for their respective lands. The details of Jamabandi numbers of each landowners are as follows :-

SL.NO.	NAME OF THE RAIYAT	JAMABANDI NO.
i.	SRI RANJAN KUMAR	957/1.
ii.	SRI CHANDAN KUMAR	1608.
iii.	CHANDRAMA DEVI @ CHANDWA DEVI.	1611.

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DIRECTOR

WHEREAS the above-named land owners expressed their desire to develop and construct a multistoried building complex over the Scheduled property, fully mentioned in First Schedule of this development agreement.

WHEREAS when the above named Second Part came to know the desire of the landowners, the Second Part through its director approached the landowners and showed their willingness to develop the aforesaid land and construct a multistoried building complex over the Scheduled land by adhering to all the applicable law, rules, bye-laws including the mandates of the Real Estate (Regulation and Development) Act, 2016 and its corresponding rules by executing and entering into this development agreement and then entering into a share division agreement after due approval of a building plan by the competent authority, and executing all such other agreements, deeds, etc. and also obtaining all necessary approvals, compliances, etc. and carrying out all other functions/acts/deeds necessary for and in pursuance of the undertaking that the First Parties shall provide their land and the Second Party shall develop the same as part and parcel of a single large real estate project consisting of the property as per proposed building as per approved drawing;

WHEREAS the First Parties hereby represent and declare that:-

(i) The Scheduled property is under their exclusive possession with absolute right, title and interest, having a fully marketable title over the same.

(ii) The landowners have not created any encumbrances on the said property, or any part thereof by way of sale, mortgage, exchange, lease, trust, assessment, rights, gifts, liens, leave land license permission, rent, possession, charges inheritance or any other encumbrances whatsoever.

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Shri Chandra Deo Singh
Sh. Nimesh Singh
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(iii) No notice or notification for acquisition/requisition under any of the statutes of the past or presently in force have been received, served or passed by the Patna Municipal Corporation, Competent Authority, the Income Tax Department or any other government authorities, for acquisition or Requisition of the said property or any part thereof.

(iv) There are no attachments, either before or after judgment and there are no claims, demands, suits, decrees, injunctions, orders, notice, petitions, or adjudication orders affecting the said property or any part thereof.

(v) The landowners have not entered or executed any agreement for sale or development with respect to the Scheduled property or any part thereof in past or present in favour of any third party.

(vi) And whereas, the landowners are interested in getting constructed a multi-storied building complex on the said property and acquire built up area in the shape of Units, parking spaces, etc. as consideration for the value of the said land.

(vii) The aforesaid developer, offered to develop and construct at its own cost, a multi-storied building complex on the said property of the land (hereinafter referred to as the said building) and the landowners agreed to acquire units and other built-up area of the said building as consideration for the part of the said property.

(viii) As a result of the negotiations between the parties hereto and on the representation and declarations made by the landowners as herein recorded, an agreement for

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development of the said property by the aforesaid developer has been arrived at between the parties hereto upon the terms and conditions hereinafter appearing.

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

(1) The aforesaid landowners do hereby appoint the aforesaid Developer as the Developer of the said property and irrevocably grant permission to develop the Scheduled property, who hereby accepts from the landowners the exclusive right, possession and license to develop the said property, fully described in the First Schedule hereunder written in the manner and on the terms, conditions and stipulation hereinafter mentioned.

(2) And whereas the above-named land owners and Builder have jointly applied for sanctioned map for construction a multistoried building/ complex and map has been sanctioned in the name of land owners and Builder for entire area as given in First Schedule of this development agreement shall be handed over to the developer by the landowners for construction of a multistoried building complex and the entire cost to be incurred for construction of the same shall be borne and paid by the Developer. The developer shall construct the proposed building as per the sanctioned building plan approved by the competent authority.

(3) It is also agreed between the parties that within 6 (six) months from the date of execution and registration of this Development Agreement, the Developer shall have a building plan or drawing prepared through a registered architect and shall submit the same to the competent authority for its

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approval in its own name and signature for the entire land but all the expenses to be incurred to get the building plan approved shall be borne and paid by the developer. The architect shall make plan, lay out plans of the multistoried building and all floors with specifications and as required under law. The developer shall provide a building plan to the landowners. All the papers to be required for approval of the said building plan shall be provided by the landowners, which are in their possession to the developer.

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DIRECTOR

(4) That it is agreed by the parties that the developer shall develop the project in accordance with the approved lay-out plans, floor plans and specification. The developer undertakes to strictly abide by such plans and the bye-laws Patna Municipal Corporation/Patna Metropolitan Area, building Rules and Regulation, FAR and density norms and shall not make any variation/ alteration, modification in plans otherwise in the manner prescribed in law.

(5) The Developer and the landowners have jointly assessed that based on presently permissible F.A.R. as per P.R.D.A. (Dissolved) building bye-laws it shall be possible to construct total built-up area as approved by the competent authority on the said property, whose built-up area shall be distributed over several floors of the said building and on that basis this agreement is being entered into by and between the parties. The above super built-up area does not include saleable parking space, if it is open, but the parking space will also be distributed on the same percentages i.e. land owner will have right of 50% parking space as the land owner's area.

(6) That after securing building plan from the competent Authority, the developer shall get the project registered under the provisions of Real Estate (Regulation and Development)

Act, 2016, at its own cost and expenses. The landowners shall extend all co-operation to the developer by providing all papers, which are in its possession, required consent letter, authority etc. It is hereby agreed between the parties that this clause shall be deemed to be a No-Objection Certificate (NOC) being granted by the parties of the First Part to the Developer for the purpose of getting approval for RERA registration and other allied purposes and that it shall not be required by the Developer to obtain any NOC from the landowners for the purposes of RERA registration, other compliances and for carrying out the development work after execution of this development agreement.

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DIRECTOR

(7) That the builder/developer will develop and construct the proposed building with all amenities therein or thereon and give peaceful vacant possession of the land owner's area/ share to the land owner within **06 (Six)** years from the date on which all approvals are obtained- sanction of plan by the P.M.C./PRDA, approval from RERA and also approval from the Environmental Department. In case the builder fails to complete the construction work within the stipulated time as mentioned above, then the land owner will provide **one year** more time to the developer as grace period as the project comprises of a double basement.

Chandan Devi
Nimesh Singh
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(8) As there may be any unavoidable delay due to unforeseen circumstances/force majeure events beyond the control of the Developer in the nature of force majeure events including, but not limited to, strikes, natural calamities like floods, earthquake, war, and riots in or around the area affecting the construction work, etc., the period mentioned above shall be extended automatically till force majeure events/disturbances continue and normalcy is not restored so as to start the

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construction work, and the extendable period shall be considered and determined mutually by the Landowners and the Developer.

(9) It is agreed that the time is of the essence in this agreement and there shall be no grace period except as provided for in this agreement.

(10) That the developer will be exclusively responsible for any accident or incident to be caused during the period of construction and they will be responsible and answerable before the court of law for the same. The Land owner will not be responsible for the same in any way.

(11) That the entire multistoried building shall be constructed by the developer and the entire cost to be incurred for construction shall be borne and paid by the developer including the cost of sewerage, drainage with all fittings, amenities, electric fittings, water connection, electrification, generator, lift, intercom etc. till the final finishing and completion of the entire building to make them habitable for the Landowners and other inmates of the building.

(12) That the Landowners hereby declare and affirm that the property in question is free from all defects relating to right, title and interest of the landowners and is free from all kinds of liens, charges, etc. The Landowners declare that they have not leased out, exchanged or executed any kind of deed in favour of any person or persons in respect of the said property. The parties hereby agree that if any defect in title or right of the landowners in relation to the property in question existing prior to the execution of this agreement is found, the sole responsibility towards consequences arising therefrom would

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Pradeep Singh
DIRECTOR

Chandwa Devi
W/o Nirmal Singh

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be of the landowners who shall also be liable to indemnify the Developer for the said consequences.

(13) The name of the proposed multistoried building complex shall be **"SKREPL TOWERS"** or any other name as the parties mutually agreed upon.

(14) That the developer agreed to hand over 50% (Fifty percent) of the total built up area to the landowner and the remaining 50% (Fifty percent) of the total built-up area would be retained by the developer and both the parties would have absolute right, title and interest over their respective shares along with the proportionate shares in the land with an exclusive right to transfer, convey, sell, grant lease or otherwise alienate their interest to any person or persons, association of person, firm, body corporate etc. on such terms and conditions as they may deem fit and proper.

(15) That after execution and registration of this development agreement and sanction of the building plan, the Landowners and the developer will take joint exercise to distribute and allocate their respective shares. The details of units to be allotted to the landowners in lieu of their 50% (Fifty percent) shares will be clearly mentioned in the said distribution agreement. The share/portion of the landowners and the developer shall be mutually carved out on pro-rata basis as mutually agreed upon by the parties hereto on each floor.

(16) That the Landowners will retain 50% (Fifty percent) share of the total built-up area in shape of complete Units and car parking spaces in consideration of cost of land with an absolute, right, title and interest over the same and may transfer, convey, sell, grant lease of otherwise alienate their interest to any person or persons, association of person, firm,

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body corporate etc. on such terms and conditions as they may deem fit and proper.

(17) That similarly, the developer will retain 50% (Fifty percent) of the total built-up area in shape of Units and car parking spaces in consideration of cost of construction with absolute right, title and interest and may transfer, convey, sell, grant lease or otherwise alienate their interest to any person or persons, association of person, firm, body corporate etc. on such terms and conditions as they may deem fit and proper.

SAI KRIPA REAL ESTATE PVT. LTD.,
Akash Singh
DIRECTOR

(18) That the certificate of the architect regarding measurement of built-up area and common service area will be final and binding on both the parties. In case of any doubt, the architect will take exercise to measure the built-up area and common service area in presence of both the parties or their authorized representative.



Smt. Chandra Devi
Sh. Nimesh Singh
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(19) The Landowners shall, after the execution of this agreement, allow every facility to the Developer, their staff, Engineers, Architects, workers etc. to enter upon the said property to enable the Developer to carry out various development works as stipulated in this agreement. The Landowners agree to hand over the scheduled land immediately after execution and registration of this development agreement. It is agreed that the proposed building as per approved drawing falling in the share of the landowners will be handed over to them on a bare shell basis.

Chandan Kumar
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Jaimal Kumar
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(20) That the developer shall develop the said property themselves at its own costs and expenses and will be responsible for the development of the said land, but the Landowners will have the right to inspect the development and construction of the said

multistoried building. The developer will use the standard materials as specified as mentioned in schedule-II.

(21) That the Landowners are entitled to verify and supervise the quality of materials to be used by the developer for construction of the building. If the Landowners find that the materials to be used for construction is not up to the mark and not of good quality then the Landowners should intimate the same to the developer and suggest them to use better quality of materials and the developer shall rectify the same at once, the Landowners will not force to stop the construction work, if the developer carries out the work as per agreement.

(22) From the date of delivery of possession over their respective shares, the Landowners and/or their allottees and the Developer and/or their allottees shall jointly have or be deemed to have undivided right, title and interest over the total land of the said properties in the proportion of their respective shares in the said building even without any further act, deed, matter done by the parties in this regard.

(23) The Landowners hereby undertake not to sell, dispose of, alienate, charge, encumber, sublease or otherwise transfer the said land and/or property or any part thereof and further undertake not to do any act or acts, deeds, matters or things as shall be in breach of terms of this Development Agreement save and except putting the said Developer thereon for the purpose of development pursuant to this development agreement. The Landowners shall at no point of time after execution of this development agreement, try to dispossess the developer directly or indirectly from the said property save and except as in accordance with this agreement.

(24) The developer shall be entitled to enter into agreement for sale, or otherwise allot UNITS in the Developer's area in the project

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and which does not form part of the land owners' area whenever required by the Developer by adhering the provision laid down under the Real Estate (Regulation and Development) Act, 2016.

(25) Similarly, the Landowners shall be fully entitled to enter into agreements for sale or otherwise allot UNITS comprised in the land owners' area in the said building and which does not form part of the Developer's area.

(26) That the material to be used for construction of proposed multistoried building complex and its specifications are clearly mentioned in Schedule-II of this development agreement and it will be treated as part of the development agreement.

(27) After the Registration of this Development Agreement and also after registration of this project under the Real Estate (Regulation and Development) Act, 2016, the Landowners and the Developer shall be entitled to sell or enter into agreements for sale of their respective shares directly to prospective buyers or any financial institution.

(28) That after completion of construction of the project, the Developer/Promoters/Landowners shall be absolute owners of their respective shares and they shall be entitled to sell/transfer their respective shares as per the Provisions of The Bihar Apartment Ownership Act, 2006.

(29) The parties shall remain exclusive owners of their respective units/shares allotted as per the share division agreement and accordingly, each party shall alone be entitled to exercise its rights over the same. However, in case an occasion arises for letting out units belonging to different parties to a common tenant or letting out space by joining two or more units

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belonging to different parties, the parties may agree to let out the same on mutually agreed terms & conditions and in case some expenses are required to be incurred in letting out spaces in the manner referred to above, such as establishment of lifts, escalators, air conditioning, fixtures, etc. as per the specifications of the tenant, then the same shall be borne by both parties in proportion of their areas forming part of the total area that is let out.

(30) The parties agree and understand that subject of the building plan, the total built-up area also consists of common areas which are supposed to be used by all occupants. As such, common areas in the project do not fall in the exclusive share of any party and accordingly the common areas shall be kept free from all encroachment/trespassing by the First Parties and/or their agents/representatives/employees/transferees and so on. It is understood that common areas are for the purpose of common usage and utility of the inhabitants/ occupants of the project, whether proposed building as per approved drawing and are to be used solely for the said purpose.

(31) The parties agree and understand that common areas in the project shall be free from categorization of proposed building as per approved drawing. Common area is an independent category which exists for common usage of people occupying/entering the project irrespective of whether they are occupying the property as per proposed building as per approved drawing of the project. As such, no person may claim that a particular common area belongs exclusively to the proposed building as per approved drawing. Towards this understanding, it is agreed by the parties that common area may be used without division into proposed building as per approved drawing and as such, utilities for persons occupying

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unit/units may be established by the Second Party at common areas adjacent to or within the mercantile space, and vice versa. The parties also agree that this understanding cannot be varied in any case and shall be maintained even after handing over of the units by the parties to their transferees.

(32) It is agreed between the parties that the common areas in the project shall be maintained by the Second Party and/or any person/organization appointed by the Second Party for the purpose of said maintenance of the common areas. The parties agree that the First Parties shall pay maintenance security deposit and charges for maintenance of common areas of the project to the Second Party for the periods during which the units falling in his share remain under their possession and the said security deposit and maintenance charges shall also be accordingly paid by the transferees of the First Parties to the Second Party for the period during which the units remain in their possession. The rate/amount of security deposit and maintenance charges shall be determined by the Second Party on the basis of prevailing standards at the time of handing over possession of the units. It is clarified that charges for maintenance of common areas are payable to the Second Party by virtue of maintenance of common areas to be used by all occupants and such payments shall be made by the occupants to the Second Party irrespective of anything contained in any agreement between the First Parties and their transferee(s).

THE DEVELOPER FURTHER UNDERTAKES:-

(A) That the Developer will not do any act of commission, omission, expressly or impliedly, directly or indirectly by which the Landowners' right, title and interest over the said property may in any manner be adversely affected until the developer

SAI KRIPA REAL ESTATE PVT. LTD.,
DIRECTOR
28/12/24

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Chandan Kumar
28-12-2024

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has given delivery of possession of the land owner's area to the land owner.

(B) That the Developer shall be entitled to mortgage its own share to any financial institution for taking project loan to complete the construction of the proposed multistoried building complex. The individual purchasers of the flats and car parking spaces may also obtain loan from any financial institution or any other authority concerned to purchase flat and car parking spaces by mortgaging the said unit to be purchased by the intending purchasers and the purchasers shall be solely responsible to repay the said loan and the Developer shall only be responsible for the loan taken by it and not by the purchasers. The Landowners shall not be liable and responsible for such loans, mortgage obtained either by the developer or its allottees and the developer shall always keep and indemnified he landowners in this respect.

(C) To indemnify and always keep them indemnified and harmless in respect of all claims, damages, compensation or expenses payable in consequences of any injury or accident sustained by any workman, artisan or invitees or other person whether in the employment of the developer or not while in or upon the said property and during the period of construction of the said building thereon and / or for construction, breach of any law, Act statue, Rules and bye-laws.

(D) That it is also agreed between the parties that the parking space will not to be sold to any outsider or stranger other than the inmates of the building.

(E) All outgoings including municipal taxes and any other charges in respect of the said property shall be borne and paid by the Landowners till the date of handing over the vacant possession of the Scheduled Land to the Developer and thereafter the same

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DIRECTOR

Chandan Kumar
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shall be borne and paid by the Developer till the delivery of possession of the Landowners' area/ share to the Landowners.

(F) After the delivery the Landowners' area/share to the Landowners, all outgoings in respect of the said property and the said building thereon including the Goods & Services Tax shall be borne and paid by the Landowners to the Developer and their nominees separately and proportionately in proportion to their respective shares in the total super built-up area.

(G) The Developer shall maintain a separate maintenance deposit account and both parties shall deposit a sum of Rupees Two Lakhs Only each per unit/units falling in their share towards the unit's maintenance charges. The parties shall also deposit maintenance charges for the mercantile areas in the said account in proportion of their shares in the mercantile areas.

(H) The Landowners will deliver to the Developer and/or its duly authorized representative, certified copies/photo copies of all original title deeds documents and papers relating to the said property for complete examination of the Landowners' title thereto and the Landowners agree to co-operate with the developer in such examination of the Landowners' title and to answer and/or comply with all reasonable requisitions that may be made by the developer and/or its representative in this regard to establish a marketable title to the said property. However, after completion of the building/ project, all the original documents shall be handed over to the owner's association.

(I) The developer and/or the Landowners may form as it deems proper, a Co-operative Housing Society/Association of persons, and body corporate etc. for maintenance of the common service area of the building and all the unit holder including the Landowners will be members of such Housing

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DIRECTOR

Society and shall be bound to contribute towards the cost of formation of such organization as well as to pay the regular maintenance charges of Rupees Two Lakhs per flat towards maintenance security deposit and thereafter, charges as may be fixed or revised from time to time by the owners' Association of the apartment for the maintenance and management of the entire building complex, except the internal part of units. The component of land will be conveyed to such society, association at the time of registration of unit (s) of the multistoried building.

SAI KRIPA REAL ESTATE PVT. LTD.,
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(J) The Landowners agree that in case any fine or penalty/fee to be imposed on the said building for any breach of law and for any alleged deviation from the sanctioned plan, resulting in any excess construction of the built-up area within the bye-laws then the same shall be borne and paid by the developer and Landowners jointly.



(K) That it is agreed that in all transfer/conveyance of land and/or built-up area, the purchaser(s)/transferee(s) shall bear the stamp duty, registration fee and other registration charges/expenses etc. The landowners shall be liable to pay/reimburse GST, VAT or any other taxes as applicable in connection to their portion of share in the building complex to the developer before handing over their share in proposed building as per approved drawing in share of unit/units and parking. As per the prevailing law particularly [Notification No. 03/2019- Central Tax (Rate)] published by the Department of Revenue, Ministry of Finance, Government of India in the Gazette of India on 29.03.2019, GST applicable on development work is to be borne by the landowner and is chargeable by way of reverse charge mechanism and therefore the landowner shall pay the requisite GST amount to the Developer. It is agreed that in all transfer/conveyance of land and/or built-up area, the purchaser(s)/transferee(s) shall bear the stamp duty, registration fee and other registration charges/expenses etc.

Chandan Kumar
28-12-2024

28/12/24



(L) That the Landowners agree and undertake that in case of any dispute or litigation by person(s) claiming to be the co-sharer or contained in the scheduled property or claiming his right, title or interest though the relating to the right, title and interest regarding the Schedule-I property, the ongoing construction and development activities shall not be stopped or affected in any manner and the same shall be matter of the Landowners and the said claimant and in this regard the Landowners shall keep the developer indemnified and development activities shall be free from all hindrances(s) so that the project may be completed within stipulated time.

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(M) That in case of any dispute or differences between the parties arising out or relating to this development agreement, the same shall be settled by reference of the dispute or differences to the Arbitrator(s) appointed by mutual consent of both the parties and such arbitration shall be conducted under the provisions of the Arbitration & Conciliation Act, 1996 as amended from time to time, within the limit of Patna.

श्रीमती Chandrae Devi
श्री. Nimesh Singh
28/12/24

(N) That only courts of Patna shall have the exclusive jurisdiction over all the matters or dispute arising in respect of and from this agreement.

Chandrae Devi
28-12-24

(O) That in future, the developer may purchase or enter into development agreement for the land adjacent to the Schedule land for the construction of multistoried building with amalgamation of the adjacent land with scheduled land and for that the above-named landowners will have no objection.

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(P) That if the adjacent land owner enters into an agreement for development with the Developer, then the Developer may amalgamate the entire land as land for a single project and shall prepare a common building plan or may have the building plan revised for the entire land.

(Q) The landlord will deposit a sum of Rupees Two Lakh Only as interest-free security deposit for each unit of its residential share to the developer at the time of handing over its residential share. The said amount will be handed over to the proposed housing society by the builder after the formation of society.

(R) The Developer/Builder shall pay non-refundable amount of Rs. 2,00,000/- (Rupees Two Lakhs only) to each landowner at the time of execution/registration of this development agreement.

(S) The First Parties agree to fully co-operate with the Second Party towards progress of the development work and undertake to sign and execute all necessary documents required to be signed in their capacity as landowners including but not limited to signing appropriate documents towards revision of building plan, no objection certificate required by appropriate authorities such as RERA and PMC, and so on. The First Parties undertake to perform all duties and comply with all legal requirements prescribed by the law and the rules in their capacity as landowners so that no delay/obstruction is caused in the progress of the development work.

(T) The common area shall be jointly owned by the Land Owner and the developer of all the portion of the said building with equal and co-extensive entitlements to use all common area and facilities intended for utilization by occupants of the said building on the same terms and conditions applicable to all such utilization. No inmates of any part of the said building will have any exclusive right, title and interest over the common area and common facilities except the right to common use.

(U) It is agreed between the parties that the common areas in the project shall be maintained by the Second Party and/or any person/organization appointed by the Second Party for the purpose of said maintenance of the common areas. The parties agree that the First Party shall pay maintenance security deposit and charges for maintenance of common areas of the

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DIRECTOR

project to the Second Party for the periods during which the units falling in his share remain under his possession and the said security deposit and maintenance charges shall also be accordingly paid by the transferees of the First Party to the Second Party for the period during which the units remain in their possession. The rate/amount of security deposit and maintenance charges shall be determined by the Second Party on the basis of prevailing standards at the time of handing over possession of the units. It is clarified that charges for maintenance of common areas are payable to the Second Party by virtue of maintenance of common areas to be used by all occupants and such payments shall be made by the occupants to the Second Party irrespective of anything contained in any agreement between the First Party and his transferee(s).

(V) The parties agree and understand that common areas in the project shall be free from categorization of unit/ units in proposed building as per approved drawing. Common area is an independent category which exists for common usage of people occupying/entering the project irrespective of whether they are occupying their unit/units in proposed building as per approved drawing of the project. As such, no person may claim that a particular common area belongs exclusively to the unit/units in proposed building as per approved drawing. Towards this understanding, it is agreed by the parties that common area may be used without division in proposed building as per approved drawing and as such, utilities for persons occupying unit/units may be established by the Second Party at common areas adjacent to or within the unit/ units and vice versa. The parties also agree that this understanding cannot be varied in any case and shall be maintained even after handing over of the units by the parties to their transferees.

(V) (i) Both the parties (land owner and developer) agree and understand that V-set antenna etc. can be installed by the tenants or buyers on the rooftop of the proposed building as

SAI KRIPA REAL ESTATE PVT. LTD.,
DIRECTOR

per approved drawing and no buyer/buyers/association shall have objection on the same.

(W) Both the parties agree and understand that deepwell boring (to ensure adequate water supply), transformer installation, gensets installation may be undertaken on the residential area, if needed, as per the building plan and no buyer/ buyers/ association shall have objection on the same.

SAI KRIPA REAL ESTATE PVT. LTD.,
DIRECTOR
28/12/24

FIRST SCHEDULE ABOVE REFERRED TO DETAILS OF LAND.

LOT-A

DETAILS OF LAND OWNED BY THE LAND OWNER No. 1 and 2.

All that piece & parcel of vacant land measuring **52 Decimals**, little more or less, pertaining to pat of Survey Plot no. 1317, Khata No.-500, Tauji Government of Bihar, under Thana No.-14, Situated at Branch Road of Mauza/Mohalla- **Bari Phari, (Patna City MVR Serial No.-219, Zone-2)** P.S. Agamkuan, District Patna, Sub. Registry office Patna City and Sadar Registry office Patna Sadar, within the limit of Patna Municipal Corporation, replaced body of Patna Regional Development Authority, and the same is bounded and butted as follows:-

Smt. Chandrama Devi
Smt. Nimas L (Sign.)
28/12/24

Area-52 Decimals @ Rs.8,50,000/- per Decimals **Rs.4,42,00,000/-**

BOUNDARY

North :- Branch Road.

South :- Branch Road.

East :- Part of Plot No. 1317 (Chandrama Devi @ Chandwa Devi).

West :- Part of Plot No. 1317 Self-land Owners No.-1 to 3 (Sri Ranjan Kumar, Sri Chandan Kumar, Smt. Chandrama Devi @ Chandwa Devi, Mohan Mahto and others

Chandan Kumar
Ranjan Kumar
28-12-2024
28/12/24

अंचल निबंधक का साधारण पटना

LOT-B

DETAILS OF LAND OWNED BY THE LAND OWNER No.-3.

All that piece & parcel of vacant land measuring **16.625 Decimals**, little more or less, pertaining to pat of Survey Plot no.-1317, Khata No.-500, Tauji Government of Bihar, under Thana No. -14, Situated at Branch Road of Mauza/Mohalla- **Bari Phari, (Patna City MVR Serial No.-219, Zone-2)** P.S. Agamkuan, District Patna, Sub. Registry office Patna City and Sadar Registry office Patna Sadar, within the limit of Patna Municipal Corporation, replaced body of Patna Regional Development Authority, and the same is bounded and butted as follows:-

Area-16.625 Dec. @ Rs.8,50,000/- per Decimals **Rs.1,41,32,000/-**

BOUNDARY

North	:-	Branch Road.
South	:-	Branch Road.
East	:-	Self Land Owner part of Plot No.-1317.
West	:-	Part of Plot No.-1317 (Sri Ranjan Kumar and Sri Chandan Kumar)

(1)	Name of District	-	Patna.
(2)	Name of Anchal	-	Patna Sadar.
(3)	Name of the Halka	-	Azimabad.
(4)	Name of the Village	-	Pahari
(5)	Thana Number	-	14.

GOVT. VALUATION OF SCHEDULED PROPERTY

Total Land measuring about **68.625** decimals equivalent to **21.96 Kathas** @ Rs. 8,50,000/- per Decimals. **Rs. 5,83,32,000/-**

Non-Refundable Amount **Rs. 6,00,000/-**

Total- **Rs.5,89,32,000/-**

SAI KRIPA REAL ESTATE PVT. LTD.
DIRECTOR

SCHEDULE-II

SPECIFICATION FOR PROPOSED BUILDING AS PER APPROVED DRAWING

The parties understand and agree that subject to changes made during the conception of designs, drawings, etc. and carrying out of the development work, the unit/ units area shall have the following specifications:

- Foundation: RCC
- Wall Finish: POP/Putty
- Flooring: 600x600 vitrified tiles
- Electricity (common area): As per design (Builder's scope)
- Common Bathroom fittings & fixtures: Builder's scope
- ACP/Glass façade: As per design (Builder's scope)

Note: Power backup, electrical wiring, air conditioning, false ceiling and flooring in the Second Party's area shall not be within the Builder's scope. Lifts and escalators in the common area, if provided in the design, shall be in the Builder's scope.

It is agreed and understood that the First Party's share in the unit/units area shall be handed over to him on a bare shell basis, i. e, without electricity, plumbing, air conditioning, internal escalators/lifts and other furnishings which shall be carried out as per the customization of the Second Party and/or their transferee, as the case may be. The detailed specifications of the proposed building as per approved drawing and services and amenities shall be finalized as per approved map, designs, drawings, specifications and shall be stated in detail in the development agreement.

SPECIFICATION FOR BUILDING/S

Foundation & Super Structure : As per standard applicable design approved by architect and structural Engineer who are registered as Class A Engineer with PMC. The structural design will be Earthquake Resistant.

Roof & Terrace : Re-enforced cement concrete of standard mix, Best Quality thermal and waterproofing treatment on terrace.

Wall Finish : All walls and ceiling internally cement plastered and POP finished. External area - permanent finish, with superior quality lasting for at least 10 years.

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DIRECTOR

Door/Window : Door frames of Sal wood, Door shutters will be 32 mms of Green/Century make thick factory made panel/flush doors and will be painted with two coat synthetic enamel paint on a coat of primer. UPVC window Main Door shall be factory made 35 mm thick with one side teak with decorative beading / designer skin molded panel fitted with Godrej Lock (7 levers), magic eye and safety chain.

Flooring : Designer Vitrified Tiles flooring in all areas

Electric Wiring : Concealed P.V.C. Copper Conduit wiring modular Switches of Havells North West/ Anchor make adequate electrical accessories in each room and M.C.B. Distribution board.

Bathroom : For water supply all the fitting of Jaguar Single Lever Diverters Taps, with provision of hot and cold water Wall glazed tiles up to 7ft. of Johnson / Somany/Orient/Kajaria make, Sanitaryware of Parryware.

Kitchen : Kitchen shall have working platform with Black Granite top & stainless steel sink with glazed tiles dado up to 24" height above working platform, Hot water facilities.

SERVICE & AMENITIES

Water : 24 hours water supply from own deep tube-well.

(Boring) with ..... litres capacity concrete cement overhead tank.

Electricity : Electric supply for the complex shall be taken from the State Electricity Board and all flats will have individual connection and meters.5 KVA LOAD.

T.V. /Single dish antenna/

Telephone Point : T.V. and Telephone point will be provided in each Bedroom and D/D area in each flat.

Parking : Ample reserved parking space for car with designer tiles(Somany, Johnson, Orient)/paver interlocking tiles.

Generator : Modern and noiseless generator (Kirloskar/Crompton Greaves) for lighting of common area. Lift, Water pump and flats as per provisions of clause No. 36.

Lift : THYSSUN/OTIS KONE/JOHNSON.

Security : Intercom in each flat connected to the ground lobby with exchange.

Railings : All the Railings will be of MS Finish

Exterior Paint : All Weather Paint of Dulux make with Sand stone in Finish as per Elevation or any other exterior paint as agreed upon with Owners.

Lobby : Aesthetically Designed Front Lobby and all landings on each floor.

Community Hall.

SAI KRIPA REAL ESTATE PVT. LTD.,
DIRECTOR

IN WITNESS thereof both the LAND OWNER and BUILDER/ DEVELOPER have put their ~~respective~~ signature in token of acceptance of the terms and conditions as settled above in presence of the following witnesses:

WITNESSES :-

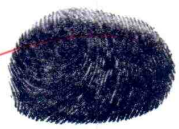
1. NIMESH SINGH
S/O RAJIV KUMAR SINGH
BAZAR SAMITI SAKET
PURI, COLONY, Patna- 16
Nimesh Singh
28/12/24

SIGNATURE OF THE LAND OWNERS/FIRST PARTIES

(I) Sangam Kumar 28/12/24



(II) Chandan Kumar 28-12-2024

(III) 

सही. Chandra Devi
वा. Nimesh Singh
28/12/24

2. Nishant Kumar Singh
S/o. Prem Kumar Singh
R/o. Lohanipur
Patna
28/12/2024



SIGNATURE OF THE SECOND PAR
(BUILDER/DEVELOPER)

SAI KRIPA REAL ESTATE PVT. LTD
28/12/24
DIRECTOR

This deed is drafted by me according to the directions of the Builder and the Land Owners, and on basis of the available papers and documents -

(UDAY NARAYAN SINGH)
ADVOCATE
C.B.A. Patna
Enrollment No.-5167/1995.

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) or the B.T. Act.

Stamp duty paid under Indian Stamp Act **Rs. 1179700**
Addl. Stamp duty paid under Municipal Act. **Rs. 0**

Amt. Paid By N.J. Stamp Paper **Rs. 0**
Amt. Paid Through Bank Challan **Rs. 0**

Registration Fee						LLR+Proc Fee	Service Charge
A1	1000 C	0 H1b	0 K1a	0 Lii	0	LLR Rs. 0	
A8	0 D	0 H2	0 K1b	0 Liii	0	Proc.Fee Rs. 0	
A9	0 DD	0 I	5000 K1c	0 Mb	25	Total Rs. 0	Rs.1000
A10	0 E	40000 J1	0 K2	0 Na	0		
B	0 H1a	0 J2	0 Li	0			
				Total	46025		

Total amount paid (Reg. Fee+LLR, Proc+Service Charge) in Rs - 47025

Sd/-
Ravi Ranjan
Registering Officer
Patna (2800)

Date : 28/12/2024

Endorsement under section 52

Presented for registration at Registration Office, Patna (2800) on Saturday, 28th December 2024 by Ranjan Kumar S/O Lala Prasad Alias Lala Gope by profession Others, Status - Executant.

Ranjan Kumar 28/12/24

Signature/L.T.I of Presentant

Date : 28/12/2024

Sd/-
Ravi Ranjan
Registering Officer
Patna (2800)

Endorsement under section 58

Execution is admitted by Ranjan Kumar, Chandan Kumar, Chandama Devi Alias Chandwa Devi and Identified by the person (1. Name Nimesh Singh, Age 33, Sex Male, S/O Rajiv Kumar Singh, Saketpuri Colony, Bazar Samiti, Rajendra Nagar, Patna) whose Names, Photographs Fingerprints and Signature are affixed as such on back page/pages of the instrument.

Date : 28/12/2024

Sd/-
Ravi Ranjan
Registering Officer
Patna (2800)

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna (2800) in Book 1 Volume No. 479 on pages on 539 - 572 for the year 2024 and stored in database of year 2024. The summary of document No 21153/2024 is printed on the front page of the document.

Date : 28/12/2024

Sd/-
Ravi Ranjan
Registering Officer
Patna (2800)

Application No : 240500170539 **Book No : 1** **Year : 2024** **S.No.22751** **Deed No. : 21153**

INDIA NON JUDICIAL
Government of Bihar

e-Stamp

Certificate No.	:	IN-BR-2402366905
Certificate Issue Date	:	18-Dec-2024 03:59 PM
GRN No.	:	BHR20241200626497E, BHR20241200694677E
Unique Doc Reference	:	EST-BR-2800-2400029765
Party Name	:	SAI KRIPA REAL ESTATE PVT LTD
Purchased by	:	SAI KRIPA REAL ESTATE PVT LTD
Purpose	:	NA Article no (NA)
Stamp Duty Paid (Rs.)	:	1179700 (Eleven Lakh Seventy Nine Thousand Seven Hundred Only)
Reg. Fee (Rs.)	:	46025 (Forty Six Thousand Twenty Five Only)
LLR & P Fee (Rs.)	:	0 (Zero Only)
Miscellaneous Fee (Rs.)	:	0 (Zero Only)
Discore SC (Rs.)	:	1000 (One Thousand Only)
Total Amount (Rs.)	:	1226725 (Twelve Lakh Twenty Six Thousand Seven Hundred Twenty Five Only)

IN 2402376117

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.

Deed No. :- 70

Serial No. :- 76

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

This document was presented for registration on **04/01/2025** by **Chandrama Devi Alias Chandwa Devi.** Stamp Duty of **Rs. 456975/-**, Registration Fee of **Rs. 26025/-** and other Fees of **Rs. 1000/-** have been paid in. 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.

This document has been registered as Deed No. **70** in Book No. 1 Volume No. **3** on pages from **1** to **30** and has been preserved in total **28** page in database.

Signature with Date
Ravi Ranjan
Registering officer, **Patna**

Date : **04/01/2025** Application No. : **250500005769**

SAI KRIPA REAL ESTATE PVT. LTD. DIRECTOR

दस्तावेज की जाँच किया एवं दस्तावेज में अंकित वर्णित विवरणी के अनुरूप सही पाया।
जाँच लिपिक
(अरुण कुमार महापात्र)

SCANNED BY

Chandwa devi
Nimesh Singh
3/1/25

DEVELOPMENT AGREEMENT

This indenture is made and executed this **04th day of the month of January, Two Thousand Twenty-Five.**

BETWEEN

SMT. CHANDRAMA DEVI @ CHANDWA DEVI, aged about 62 years, wife of Late Lala Prasad @ Lala Gope, residents of Village Bari Pahari, P.S.-Agamkuan, District-Patna, Pin.-800007, hereinafter referred to as the **"LAND OWNER",** (which expression shall unless excluded by or repugnant to the context mean and include his successors, executors, administrators and assigns) of the **FIRST PART.**

PAN.-AGRPD7214N. **Mobile No.- 9798972175.**

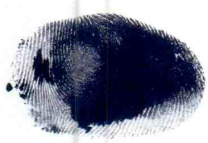
Aadhar No.-7558 5660 7101.

निबंधक का कार्यालय जिला अवर पटना

District Registry Office, Patna (2800)

Application No	250500005769	Registration year	2025	Serial No	76	Deed No	70

Details Captured By Office							Details from UIDAI (if Consent Yes)	
Party Details	Photo	Thumb	Index	Middle	Ring	Little	Aadhaar Photo	eKYC Detail
Party Type : Executant **Name :** Chandrama Devi Alias Chandwa Devi **Sign &** चन्द्रमा देवी उर्फ chandwa devi **Date** उ. Nimesh Singh 4/1/25								**Name :** Chandva Devi **Date & Time :** 04/01/2025 12:03 PM **Aadhaar :** ********7101
Party Type : Claimant **Name :** Shailendra Singh Authorized By Sai Kripa Real Estate Private Limited (Organisation) **Sign &** श्री Shailendra **Date** दिनांक 4/1/25								**Name :** Shailendra Singh **Date & Time :** 04/01/2025 12:06 PM **Aadhaar :** ********3801
Party Type : Attesting Witness **Name :** Chandan Kumar **Sign &** **Date**	N/A						N/A	
Party Type : Identifier **Name :** Nimesh Singh **Sign &** **Date** Nimesh Singh 4/1/25								**Name :** Nimesh Singh **Date & Time :** 04/01/2025 12:07 PM **Aadhaar :** ********2437



चन्द्रमा देवी उर्फ chandwa devi
उ. Nimesh Singh
3/1/25

AND

M/S SAI KRIPA REAL ESTATE PVT. LTD. a company incorporated under provisions of the Companies Act, 1956, bearing **CIN No.U45200BR2004,** having its registered office at "Mitra Compound", East Boring Canal Road, P.S. Buddha Colony, Town & District Patna, Pin.-800001, represented through its director, **SRI SHAILENDRA SINGH,** aged about 58 years, Son of Late Awadhesh Kumar Singh, "Mitra Compound" off East Boring Canal Road, P.S. Buddha Colony, Town & District Patna, Pin.-800001, hereinafter referred to as the "**PROMOTER**"/ "**DEVELOPER** "(which expression shall, unless excluded by or repugnant to the context mean and include its successors-in-office, executors, administrators and permitted assigns) of the **SECOND PART.**

SAI KRIPA REAL ESTATE PVT. LTD.
DIRECTOR
3/1/25

PAN.- AAHCS9702M. **Mobile No.- 9431459805.**

Aadhar No.- 7890 3817 3801.



रमी Chandwa devi
ओ. Nimast Singh
3/1/25

WHEREAS the above-named landowner/First Part is the absolute owner of 9.375 decimals equivalent to 3 Kathas of land out of total land measuring an area 26 Decimals, Situated at Principal Road of Mauza/Mohalla- Bari Pahari, P.S. Agamkuan, District Patna.

WHEREAS, total land measuring an area 26 decimal was purchased under a registered deed of absolute sale dated 25/09/2001, bearing Deed No.-R-3/BBB-5179, executed by Sita Ram Mahto, son of Badri Mahto sale deed was registered in office of Registrar, Mumbai. Since then, the land owner is coming in actual peaceful, physical possession over the property as its absolute owner thereof. She has mutated the property in her name from State of Bihar and also get land possession certificate from the competent authority after applying for the same. The land rent receipt is being issued in the name of the aforementioned Smt. Chandrama Devi @ Chandwa Devi (Land owner) vide Bhag

Bartman-18, Prishtha No.-8249, Jamabandi No.-1611 the Land Rent is being paid to the Circle Officer, Patna Sadar. The details of aforesaid land is clearly mentioned in First Schedule of this Development Agreement.

WHEREAS as stated all the above-mentioned sale deed was executed in Mumbai and therefore, as per the notification issued by Government of Bihar, the respective purchaser paid the amount of difference in stamp duty to the State of Bihar through Registration office Patna on dated 10.09.2005.

WHEREAS the above-named land owner expressed her desire to develop and construct a multistoried building complex over the Scheduled property, fully mentioned in First Schedule of this development agreement.

WHEREAS when the above named Second Part came to know the desire of the land owner, the Second Part through its director approached the land owner and showed their willingness to develop the aforesaid land and construct a multistoried building complex over the Scheduled land by adhering to all the applicable law, rules, bye-laws including the mandates of the Real Estate (Regulation and Development) Act, 2016 and its corresponding rules by executing and entering into this development agreement and then entering into a share division agreement after due approval of a building plan by the competent authority, and executing all such other agreements, deeds, etc. and also obtaining all necessary approvals, compliances, etc. and carrying out all other functions/acts/deeds necessary for and in pursuance of the undertaking that the First Parties shall provide their land and the Second Party shall develop the same as part and parcel of a single large real estate project consisting of residential as well as commercial areas;

WHEREAS the First Parties hereby represent and declare that:-

(i) The Scheduled property is under their exclusive possession with absolute right, title and interest, having a fully marketable title over the same.

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(ii) The land owner has not created any encumbrances on the said property, or any part thereof by way of sale, mortgage, exchange, lease, trust, assessment, rights, gifts, liens, leave land license permission, rent, possession, charges inheritance or any other encumbrances whatsoever.

(iii) No notice or notification for acquisition/requisition under any of the statutes of the past or presently in force have been received, served or passed by the Patna Municipal Corporation, Competent Authority, the Income Tax Department or any other government authorities, for acquisition or Requisition of the said property or any part thereof.

(iv) There are no attachments, either before or after judgment and there are no claims, demands, suits, decrees, injunctions, orders, notice, petitions, or adjudication orders affecting the said property or any part thereof.

(v) The land owner has not entered or executed any agreement for sale or development with respect to the Scheduled property or any part thereof in past or present in favour of any third party.

(vi) And whereas, the land owner is interested in getting constructed a multi-storied building complex on the said property and acquire built up area in the shape of Units, parking spaces, etc. as consideration for the value of the said land.

(vii) The aforesaid developer, offered to develop and construct at its own cost, a multi-storied building complex on the said property of the land (hereinafter referred to as the said building) and the land owner agreed to acquire units and other built-up area of the said building as consideration for the part of the said property.

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(viii) As a result of the negotiations between the parties hereto and on the representation and declarations made by the land owner as herein recorded, an agreement for development of the said property by the aforesaid developer has been arrived at between the parties hereto upon the terms and conditions hereinafter appearing.

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

(1) The aforesaid land owner does hereby appoint the aforesaid Developer as the Developer of the said property and irrevocably grant permission to develop the Scheduled property, who hereby accepts from the land owner the exclusive right, possession and license to develop the said property, fully described in the First Schedule hereunder written in the manner and on the terms, conditions and stipulation hereinafter mentioned.

(2) And whereas the above-named land owner and Builder have jointly applied for sanctioned map for construction a commercial cum residential multistoried building/ complex and map has been sanctioned in the name of land owners and Builder for entire area as given in First Schedule of this development agreement shall be handed over to the developer by the landowners for construction of a multistoried building complex and the entire cost more fully described in schedule of this deed to be incurred for construction of the same shall be borne and paid by the Developer. The developer shall construct the proposed building as per the sanctioned building plan approved by the competent authority.

(3) It is also agreed between the parties that within 6 (six) months from the date of execution and registration of this Development

Agreement, the Developer shall have a building plan or drawing prepared through a registered architect and shall submit the same to the competent authority for its approval in its own name and signature for the entire land but all the expenses to be incurred to get the building plan approved shall be borne and paid by the developer. The architect shall make plan, lay out plans of the multistoried building and all floors with specifications and as required under law. The developer shall provide a building plan to the land owner. All the papers to be required for approval of the said building plan shall be provided by the land owner, which are in their possession to the developer.

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(4) That it is agreed by the parties that the developer shall develop the project in accordance with the approved lay-out plans, floor plans and specification. The developer undertakes to strictly abide by such plans and the bye-laws Patna Municipal Corporation/Patna Metropolitan Area, building Rules and Regulation, FAR and density norms and shall not make any variation/ alteration, modification in plans otherwise in the manner prescribed in law.



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श्री Nimesh Singh
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(5) The Developer and the land owner have jointly assessed that based on presently permissible F.A.R. as per P.R.D.A. (Dissolved) building bye-laws it shall be possible to construct total built-up area as approved by the competent authority on the said property, whose built-up area shall be distributed over several floors of the said building and on that basis this agreement is being entered into by and between the parties. The above super built-up area does not include saleable parking space, if it is open, but the parking space will also be distributed on the same percentages i.e. land owner will have right of 50% parking space as the land owner's area.



(6) That after securing building plan from the competent Authority, the developer shall get the project registered under the provisions of Real Estate (Regulation and Development) Act, 2016, at its own cost and expenses. The land owner shall extend all co-operation to the developer by providing all papers, which are in its possession, required consent letter, authority etc. It is hereby agreed between the parties that this clause shall be deemed to be a No-Objection Certificate (NOC) being granted by the parties of the First Part to the Developer for the purpose of getting approval for RERA registration and other allied purposes and that it shall not be required by the Developer to obtain any NOC from the land owner for the purposes of RERA registration, other compliances and for carrying out the development work after execution of this development agreement.

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(7) That the builder/developer will develop and construct the proposed building with all amenities therein or thereon and give peaceful vacant possession of the land owner's area/ share to the land owner within **06 (Six)** years from the date on which all approvals are obtained- sanction of plan by the P.M.C./PRDA, approval from RERA and also approval from the Environmental Department. In case the builder fails to complete the construction work within the stipulated time as mentioned above, then the land owner will provide **one year** more time to the developer as grace period as the project comprises of a double basement.



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(8) As there may be any unavoidable delay due to unforeseen circumstances/force majeure events beyond the control of the Developer in the nature of force majeure events including, but not limited to, strikes, natural calamities like floods, earthquake, war, and riots in or around the area affecting the construction work, etc., the period mentioned above shall be extended automatically till force majeure events/disturbances continue and normalcy is



not restored so as to start the construction work, and the extendable period shall be considered and determined mutually by the Land owner and the Developer.

(9) It is agreed that the time is of the essence in this agreement and there shall be no grace period except as provided for in this agreement.

(10) That the developer will be exclusively responsible for any accident or incident to be caused during the period of construction and they will be responsible and answerable before the court of law for the same. The Land owner will not be responsible for the same in any way.

(11) That the entire multistoried building shall be constructed by the developer and the entire cost more fully described in schedule of this deed to be incurred for construction shall be borne and paid by the developer including the cost of sewerage, drainage with all fittings, amenities, electric fittings, water connection, electrification, generator, lift, intercom etc. till the final finishing and completion of the entire building to make them habitable for the Land owner and other inmates of the building.

(12) That the Land owner hereby declare and affirm that the property in question is free from all defects relating to right, title and interest of the land owner and is free from all kinds of liens, charges, etc. The Land owner declare that she has not leased out, exchanged or executed any kind of deed in favour of any person or persons in respect of the said property. The parties hereby agree that if any defect in title or right of the land owner in relation to the property in question existing prior to the execution of this agreement is found, the sole responsibility towards consequences arising therefrom would be of the land owner who

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shall also be liable to indemnify the Developer for the said consequences.

(13) The name of the proposed multistoried building complex shall be **"SKREPL TOWERS"** or any other name as the parties mutually agreed upon.

(14) That the developer agreed to hand over 50% (Fifty percent) of the total built up area to the landowner and the remaining 50% (Fifty percent) of the total built-up area would be retained by the developer and both the parties would have absolute right, title and interest over their respective shares along with the proportionate shares in the land with an exclusive right to transfer, convey, sell, grant lease or otherwise alienate their interest to any person or persons, association of person, firm, body corporate etc. on such terms and conditions as they may deem fit and proper.

(15) That after execution and registration of this development agreement and sanction of the building plan, the Land owner and the developer will take joint exercise to distribute and allocate their respective shares. The details of units to be allotted to the land owner in lieu of their 50% (Fifty percent) shares will be clearly mentioned in the said distribution agreement. The share/portion of the land owner and the developer shall be mutually carved out on pro-rata basis as mutually agreed upon by the parties hereto on each floor.

(15) (I) That the Land Proportionate Share and Built-up of Construction Area in Commercial and Residential Part, Automatically Transferred to Land Owner and Builder According to their Pro-rata basis.

(16) That the Land owner will retain 50% (Fifty percent) share of the total built-up area in shape of complete Units and car parking

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spaces in consideration of cost of land with an absolute, right, title and interest over the same and may transfer, convey, sell, grant lease of otherwise alienate their interest to any person or persons, association of person, firm, body corporate etc. on such terms and conditions as they may deem fit and proper.

(17) That similarly, the developer will retain 50% (Fifty percent) of the total built-up area in shape of Units and car parking spaces in consideration of cost of construction with absolute right, title and interest and may transfer, convey, sell, grant lease or otherwise alienate their interest to any person or persons, association of person, firm, body corporate etc. on such terms and conditions as they may deem fit and proper.

(18) That the certificate of the architect regarding measurement of built-up area and common service area will be final and binding on both the parties. In case of any doubt, the architect will take exercise to measure the built-up area and common service area in presence of both the parties or their authorized representative.

(19) The Land owner shall, after the execution of this agreement, allow every facility to the Developer, their staff, Engineers, Architects, workers etc. to enter upon the said property to enable the Developer to carry out various development works as stipulated in this agreement. The Land owner agree to hand over the scheduled land immediately after execution and registration of this development agreement. It is agreed that the commercial units/spaces falling in the share of the land owner will be handed over to them on a bare shell basis.

(20) That the developer shall develop the said property themselves at its own costs and expenses and will be responsible for the development of the said land, but the Land owner will have the right to inspect the development and construction of the said

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multistoried building. The developer will use the standard materials as specified as mentioned in schedule-II.

(21) That the Land owner is entitled to verify and supervise the quality of materials to be used by the developer for construction of the building. If the Land owner find that the materials to be used for construction is not up to the mark and not of good quality then the Land owner should intimate the same to the developer and suggest them to use better quality of materials and the developer shall rectify the same at once, the Land owner will not force to stop the construction work, if the developer carries out the work as per agreement.

(22) From the date of delivery of possession over their respective shares, the Land owner and/or their allottees and the Developer and/or their allottees shall jointly have or be deemed to have undivided right, title and interest over the total land of the said properties in the proportion of their respective shares in the said building even without any further act, deed, matter done by the parties in this regard.

(23) The Land owner hereby undertake not to sell, dispose of, alienate, charge, encumber, sublease or otherwise transfer the said land and/or property or any part thereof and further undertake not to do any act or acts, deeds, matters or things as shall be in breach of terms of this Development Agreement save and except putting the said Developer thereon for the purpose of development pursuant to this development agreement. The Land owner shall at no point of time after execution of this development agreement, try to dispossess the developer directly or indirectly from the said property save and except as in accordance with this agreement.

(24) The developer shall be entitled to enter into agreement for sale, or otherwise allot UNITS in the Developer's area in the project and

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which does not form part of the land owners' area whenever required by the Developer by adhering the provision laid down under the Real Estate (Regulation and Development) Act, 2016.

(25) Similarly, the Land owner shall be fully entitled to enter into agreements for sale or otherwise allot UNITS comprised in the land owners' area in the said building and which does not form part of the Developer's area.

(26) That the material to be used for construction of proposed multistoried building complex and its specifications are clearly mentioned in Schedule-II of this development agreement and it will be treated as part of the development agreement.

(27) After the Registration of this Development Agreement and also after registration of this project under the Real Estate (Regulation and Development) Act, 2016, the Land owner and the Developer shall be entitled to sell or enter into agreements for sale of their respective shares directly to prospective buyers or any financial institution.

(28) That after completion of construction of the project, the Developer/Promoters/Land owner shall be absolute owner of their respective shares and they shall be entitled to sell/transfer their respective shares as per the Provisions of The Bihar Apartment Ownership Act, 2006.

(29) The parties shall remain exclusive owner of her respective units/shares allotted as per the share division agreement and accordingly, each party shall alone be entitled to exercise its rights over the same. However, in case an occasion arises for letting out units belonging to different parties to a common tenant or letting out space by joining two or more units belonging to different parties, the parties may agree to let out the same on mutually agreed terms & conditions and in case some expenses are

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required to be incurred in letting out spaces in the manner referred to above, such as establishment of lifts, escalators, air conditioning, fixtures, etc. as per the specifications of the tenant, then the same shall be borne by both parties in proportion of their areas forming part of the total area that is let out.

(30) The parties agree and understand that subject of the building plan, the total built-up area also consists of common areas which are supposed to be used by all occupants. As such, common areas in the project do not fall in the exclusive share of any party and accordingly the common areas shall be kept free from all encroachment/trespassing by the First Parties and/or their agents/representatives/employees/transferees and so on. It is understood that common areas are for the purpose of common usage and utility of the inhabitants/occupants of the project, whether residential or commercial and are to be used solely for the said purpose.

(31) It is agreed between the parties that the common areas in the project shall be maintained by the Second Party and/or any person/organization appointed by the Second Party for the purpose of said maintenance of the common areas. The parties agree that the First Parties shall pay maintenance security deposit and charges for maintenance of common areas of the project to the Second Party for the periods during which the units falling in his share remain under their possession and the said security deposit and maintenance charges shall also be accordingly paid by the transferees of the First Parties to the Second Party for the period during which the units remain in their possession. The rate/amount of security deposit and maintenance charges shall be determined by the Second Party on the basis of prevailing standards at the time of handing over possession of the units. It is clarified that charges for maintenance of common areas are payable to the Second Party by virtue of maintenance of common

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areas to be used by all occupants and such payments shall be made by the occupants to the Second Party irrespective of anything contained in any agreement between the First Parties and their transferee(s).

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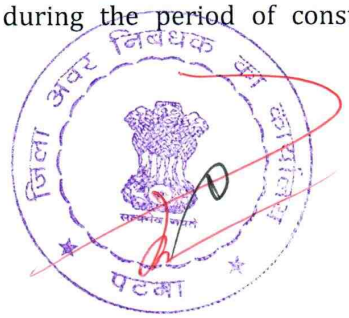
THE DEVELOPER FURTHER UNDERTAKES:-

(A) That the Developer will not do any act of commission, omission, expressly or impliedly, directly or indirectly by which the Land owners' right, title and interest over the said property may in any manner be adversely affected until the developer has given delivery of possession of the land owner's area to the land owner.

(B) That the Developer shall be entitled to mortgage its own share to any financial institution for taking project loan to complete the construction of the proposed multistoried building complex. The individual purchasers of the flats and car parking spaces may also obtain loan from any financial institution or any other authority concerned to purchase flat and car parking spaces by mortgaging the said unit to be purchased by the intending purchasers and the purchasers shall be solely responsible to repay the said loan and the Developer shall only be responsible for the loan taken by it and not by the purchasers. The Land owner shall not be liable and responsible for such loans, mortgage obtained either by the developer or its allottees and the developer shall always keep and indemnified he land owner in this respect.


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(C) To indemnify and always keep them indemnified and harmless in respect of all claims, damages, compensation or expenses payable in consequences of any injury or accident sustained by any workman, artisan or invitees or other person whether in the employment of the developer or not while in or upon the said property and during the period of construction of the said



building thereon and / or for construction, breach of any law, Act statue, Rules and bye-laws.

(D) That it is also agreed between the parties that the parking space will not to be sold to any outsider or stranger other than the inmates of the building.

(E) All outgoings including municipal taxes and any other charges in respect of the said property shall be borne and paid by the Land owner till the date of handing over the vacant possession of the Scheduled Land to the Developer and thereafter the same shall be borne and paid by the Developer till the delivery of possession of the Land owners' area/ share to the Land owner.

(F) After the delivery the Landowners' area/share to the Land owner, all outgoings in respect of the said property and the said building thereon including the Goods & Services Tax shall be borne and paid by the Land owner to the Developer and their nominees separately and proportionately in proportion to their respective shares in the total super built-up area.

(G) The Developer shall maintain a separate maintenance deposit account and both parties shall deposit a sum of Rs. 2,00,000/- (Rupees Two Lakhs Only) each per flat falling in their share towards the flat's maintenance charges. The parties shall also deposit maintenance charges for the commercial areas in the said account in proportion of their shares in the commercial areas.

(H) The Land owner will deliver to the Developer and/or its duly authorized representative, certified copies/photo copies of all original title deeds documents and papers relating to the said property for complete examination of the Land owner title thereto and the Land owner agrees to co-operate with the developer in such examination of the Land owner title and to

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answer and/or comply with all reasonable requisitions that may be made by the developer and/or its representative in this regard to establish a marketable title to the said property. However, after completion of the building/ project, all the original documents shall be handed over to the owner's association.

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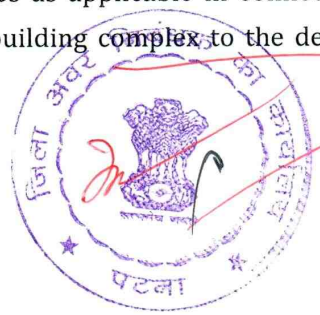
(I) The developer and/or the Land owner may form as it deems proper, a Co-operative Housing Society/Association of persons, and body corporate etc. for maintenance of the common service area of the building and all the unit holder including the Land owner will be members of such Housing Society and shall be bound to contribute towards the cost of formation of such organization as well as to pay the regular maintenance charges of Rupees Two Lakhs per flat towards maintenance security deposit and thereafter, charges as may be fixed or revised from time to time by the owners' Association of the apartment for the maintenance and management of the entire building complex, except the internal part of units. The component of land will be conveyed to such society, association at the time of registration of unit (s) of the multistoried building.



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(J) The Land owner agrees that in case any fine or penalty/fee to be imposed on the said building for any breach of law and for any alleged deviation from the sanctioned plan, resulting in any excess construction of the built-up area within the bye-laws then the same shall be borne and paid by the developer and Land owner jointly.

(K) That it is agreed that in all transfer/conveyance of land and/or built-up area, the purchaser(s)/transferee(s) shall bear the stamp duty, registration fee and other registration charges/ expenses etc. The land owner shall be liable to pay/reimburse GST, VAT or any other taxes as applicable in connection to their portion of share in the building complex to the developer before handing



over their share of flats/ commercial space/parking. As per the prevailing law particularly [Notification No. 03/2019- Central Tax (Rate)] published by the Department of Revenue, Ministry of Finance, Government of India in the Gazette of India on 29.03.2019, GST applicable on development work is to be borne by the landowner and is chargeable by way of reverse charge mechanism and therefore the landowner shall pay the requisite GST amount to the Developer. It is agreed that in all transfer/ conveyance of land and/or built-up area, the purchaser(s)/ transferee(s) shall bear the stamp duty, registration fee and other registration charges/expenses etc.

(L) That the Land owner agrees and undertake that in case of any dispute or litigation by person(s) claiming to be the co-sharer or contained in the scheduled property or claiming his right, title or interest though the relating to the right, title and interest regarding the Schedule-I property, the ongoing construction and development activities shall not be stopped or affected in any manner and the same shall be matter of the Land owner and the said claimant and in this regard the Land owner shall keep the developer indemnified and development activities shall be free from all hindrances(s) so that the project may be completed within stipulated time.

(M) That in case of any dispute or differences between the parties arising out or relating to this development agreement, the same shall be settled by reference of the dispute or differences to the Arbitrator(s) appointed by mutual consent of both the parties and such arbitration shall be conducted under the provisions of the Arbitration & Conciliation Act, 1996 as amended from time to time, within the limit of Patna.

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(N) That only courts of Patna shall have the exclusive jurisdiction over all the matters or dispute arising in respect of and from this agreement.

(O) That in future, the developer may purchase or enter into development agreement for the land adjacent to the Schedule land for the construction of multistoried building with amalgamation of the adjacent land with scheduled land and for that the above-named land owner will have no objection.

(P) That if the adjacent land owner enters into an agreement for development with the Developer, then the Developer may amalgamate the entire land as land for a single project and shall prepare a common building plan or may have the building plan revised for the entire land.

(Q) The landlord will deposit a sum of Rupees Two Lakh only as interest-free security deposit for each unit of its residential share to the developer at the time of handing over its residential share. The said amount will be handed over to the proposed housing society by the builder after the formation of society.

(R) The First Parties agree to fully co-operate with the Second Party towards progress of the development work and undertake to sign and execute all necessary documents required to be signed in their capacity as land owner including but not limited to signing appropriate documents towards revision of building plan, no objection certificate required by appropriate authorities such as RERA and PMC, and so on. The First Parties undertake to perform all duties and comply with all legal requirements prescribed by the law and the rules in their capacity as land owner so that no delay/obstruction is caused in the progress of the development work.

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(S) The common area shall be jointly owned by the Land Owner and the developer of all the portion of the said building with equal and co-extensive entitlements to use all common area and facilities intended for utilization by occupants of the said building on the same terms and conditions applicable to all such utilization. No inmates of any part of the said building will have any exclusive right, title and interest over the common area and common facilities except the right to common use.

(T) It is agreed between the parties that the common areas in the project shall be maintained by the Second Party and/or any person/organization appointed by the Second Party for the purpose of said maintenance of the common areas. The parties agree that the First Party shall pay maintenance security deposit and charges for maintenance of common areas of the project to the Second Party for the periods during which the units falling in his share remain under his possession and the said security deposit and maintenance charges shall also be accordingly paid by the transferees of the First Party to the Second Party for the period during which the units remain in their possession. The rate/amount of security deposit and maintenance charges shall be determined by the Second Party on the basis of prevailing standards at the time of handing over possession of the units. It is clarified that charges for maintenance of common areas are payable to the Second Party by virtue of maintenance of common areas to be used by all occupants and such payments shall be made by the occupants to the Second Party irrespective of anything contained in any agreement between the First Party and his transferee(s).

(U) The parties agree and understand that common areas in the project shall be free from categorization of commercial or residential. Common area is an independent category which exists for common usage of people occupying/entering the project irrespective of whether they are occupying residential or commercial part of the project. As such, no person may claim

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that a particular common area belongs exclusively to the commercial area/residential area. Towards this understanding, it is agreed by the parties that common area may be used without division into commercial/residential and as such, utilities for persons occupying residential units may be established by the Second Party at common areas adjacent to or within the commercial space, and vice versa. The parties also agree that this understanding cannot be varied in any case and shall be maintained even after handing over of the units by the parties to their transferees.

(U) (i) Both the parties (land owner and developer) agree and understand that V-set antenna etc. can be installed by the commercial tenants or buyers on the rooftop of the residential and commercial building and no buyer/buyers/association shall have objection on the same.

(V) Both the parties agree and understand that deepwell boring (to ensure adequate water supply), transformer installation, gensets installation may be undertaken on the residential area, if needed, as per the building plan and no buyer/ buyers/ association shall have objection on the same.

FIRST SCHEDULE ABOVE REFERRED TO DETAILS OF LAND.

All that piece & parcel of vacant land measuring **9.375 decimals**, little more or less, pertaining to pat of Survey Plot no. 1317, Khata No.-500, Tauji Government of Bihar, under Thana No.-14, Situated at Principal Road of Mohalla/Mauza- **Bari Phari, (Patna City MVR Serial No.-219, Zone-2)**, P.S. Agamkuan, District Patna, Sub. Registry office Patna City and Sadar Registry office Patna Sadar, within the limit of Patna Municipal Corporation, replaced body of Patna Regional Development Authority, and the same is bounded and butted as follows:-

BOUNDARY

North	:-	Branch Road.
South	:-	Branch Road.
East	:-	Principal Road.
West	:-	Self Land Owner part of Plot No.-1317.

SAI KRIPA REAL ESTATE PVT. LTD.,
DIRECTOR
3/1/25

श्रीमती Chandra devi
Nimest Singh
3/1/25

कार्यालय में उपलब्ध राकम रू
से मुक्त पाया।

4/1/25

(1)	Name of District	-	Patna.
(2)	Name of Anchal	-	Patna Sadar.
(3)	Name of the Halka	-	Azimabad.
(4)	Name of the Village	-	Pahari
(5)	Thana Number	-	14.

SAI KRIPA REAL ESTATE PVT. LTD.,
DIRECTOR
3/1/25

GOVT. VALUATION OF SCHEDULED PROPERTY

Total Land measuring about **9.375** decimals equivalent to 3 Kathas @ Rs. 24,30,000/- per Decimals. **Rs.2,27,82,000/-**

Total- Rs.2,27,82,000/-

SCHEDULE-II

SPECIFICATION FOR COMMERCIAL AREA

The parties understand and agree that subject to changes made during the conception of designs, drawings, etc. and carrying out of the development work, the commercial area shall have the following specifications:

- Foundation: RCC
- Wall Finish: POP/Putty
- Flooring: 600x600 vitrified tiles
- Electricity (common area): As per design (Builder's scope)
- Common Bathroom fittings & fixtures: Builder's scope
- ACP/Glass façade: As per design (Builder's scope)



श्री Chandra Jha
श्री Nimesh Singh
3/1/25

Note: Power backup, electrical wiring, air conditioning, false ceiling and flooring in the Second Party's area shall not be within the Builder's scope. Lifts and escalators in the common area, if provided in the design, shall be in the Builder's scope.

It is agreed and understood that the First Party's share in the commercial area shall be handed over to him on a bare shell basis more fully described in schedule of this deed i.e., without electricity, plumbing, Toilet, Pantry, air conditioning, internal escalators/lifts and other furnishings which shall be carried out as per the customization of the Second Party and/or their transferee, as the case may be. The detailed specifications of the residential



as well as commercial areas and services and amenities shall be finalized as per approved map, designs, drawings, specifications and shall be stated in detail in the development agreement.

SPECIFICATION FOR BUILDING/S

Foundation & Super Structure : As per standard applicable design approved by architect and structural Engineer who are registered as Class A Engineer with PMC. The structural design will be Earthquake Resistant.

Roof & Terrace : Re-enforced cement concrete of standard mix, Best Quality thermal and waterproofing treatment on terrace.

Wall Finish : All walls and ceiling internally cement plastered and POP finished. External area - permanent finish, with superior quality lasting for at least 10 years.

Door/Window : Door frames of Sal wood, Door shutters will be 32 mms of Green/Century make thick factory made panel/flush doors and will be painted with two coat synthetic enamel paint on a coat of primer. UPVC window Main Door shall be factory made 35 mm thick with one side teak with decorative beading / designer skin molded panel fitted with Godrej Lock (7 levers), magic eye and safety chain.

Flooring : Designer Vitrified Tiles flooring in all areas

Electric Wiring : Concealed P.V.C. Copper Conduit wiring modular Switches of Havells North West/ Anchor make adequate electrical accessories in each room and M.C.B. Distribution board.

Bathroom : For water supply all the fitting of Jaguar Single Lever Diverters Taps, with provision of hot and cold water Wall glazed tiles up to 7ft. of Johnson / Somany/Orient/Kajaria make, Sanitaryware of Parryware.

SAI KRIPA REAL ESTATE PVT. LTD.,
DIRECTOR
3/1/25

3/1/25

Kitchen : Kitchen shall have working platform with Black Granite top & stainless steel sink with glazed tiles dado up to 24" height above working platform, Hot water facilities.

SERVICE & AMENITIES

Water : 24 hours water supply from own deep tube-well. (Boring) with ..... litres capacity concrete cement overhead tank.

Electricity : Electric supply for the complex shall be taken from the State Electricity Board and all flats will have individual connection and meters.5 KVA LOAD.

T.V. /Single dish antenna/

Parking : Ample reserved parking space for carwith designer tiles (Somany, Johnson, Orient)/paver interlocking tiles.

Generator : Modern and noiseless generator (Kirloskar/Crompton Greaves) for lighting of common area. Lift, Water pump and flats as per provisions of clause No. 36.

Lift : THYSSUN/OTIS KONE/JOHNSON.

Security : Intercom in each flat connected to the ground lobby with exchange.

Railings : All the Railings will be of MS Finish

Exterior Paint : All Weather Paint of Dulux make with Sand stone in Finish as per Elevation or any other exterior paint as agreed upon with Owners.

Lobby : Aesthetically Designed Front Lobby and all landings on each floor.

SAI KRIPA REAL ESTATE PVT. LTD.
DIRECTOR
31/1/25

Smt. Nimesh Singh
Smt. Chandra devi
31/1/25

IN WITNESS thereof both the LAND OWNER and BUILDER/ DEVELOPER have put their respective signature in token of acceptance of the terms and conditions as settled above in presence of the following witnesses:

WITNESSES :-

1. Nimesh Singh
S/O Rajiv Kumar Singh
Bazar Samiti Saketpuri
Colony, Patna-16
Nimesh Singh
3/1/25

SIGNATURE OF THE LAND OWNER/FIRST PARTY



सही chandwa devi
बी- Nimesh Singh
3/1/25

2. Chandan Kumar
S/o Lala Prasad,
Patna city,
Bari-Pathar,
Agam Kuan, Dhanuki
Patna - 800007

SIGNATURE OF THE SECOND PARTY (BUILDER/DEVELOPER)

SAI KRIPA REAL ESTATE PVT. LTD.,
Shalabh Jha
3/1/25 DIRECTOR

This deed is drafted by me according to the directions of the Builder and the Land Owner, and on basis of the available papers and documents -

(UDAY NARAYAN SINGH)
ADVOCATE
C.B.A, Patna
Enrollment No.-5167/1995.

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) or the B.T. Act.

Stamp duty paid under Indian Stamp Act **Rs. 456975**
Addl. Stamp duty paid under Municipal Act. **Rs. 0**

Amt. Paid By N.J. Stamp Paper **Rs. 0**
Amt. Paid Through Bank Challan **Rs. 0**

Registration Fee						LLR+Proc Fee	Service Charge
A1	1000 C	0 H1b	0 K1a	0 Lii	0	LLR **Rs. 0**	
A8	0 D	0 H2	0 K1b	0 Liii	0	Proc.Fee **Rs. 0**	
A9	0 DD	0 I	5000 K1c	0 Mb	25	**Total Rs. 0**	**Rs.1000**
A10	0 E	20000 J1	0 K2	0 Na	0		
B	0 H1a	0 J2	0 Li	0			
				Total	**26025**		

Total amount paid (Reg. Fee+LLR, Proc+Service Charge) in Rs - 27025

Sd/-
Ravi Ranjan
Registering Officer
Patna (2800)

Date : 04/01/2025

Endorsement under section 52

Presented for registration at Registration Office, Patna (2800) on Saturday, 4th January 2025 by Chandrama Devi Alias [illegible] W/O Lala Prasad Alias Lala Gope by profession Others, Status - Executant.

Sd/-
Ravi Ranjan
Registering Officer
Patna (2800)

Chandwa devi
Nimesh Singh

Signature/L.T.I of Presentant
4/1/25

Date : 04/01/2025

Endorsement under section 58

Execution is admitted by Chandrama Devi Alias Chandwa Devi and Identified by the person (1. Name Nimesh Singh, Age 34, Sex Male, S/O Rajiv Kumar Singh, Saketpuri colony, Bazar Samiti, Rajendra Nagar, Patna) whose Names, Photographs Fingerprints and Signature are affixed as such on back page/pages of the instrument.

Sd/-
Ravi Ranjan
Registering Officer
Patna (2800)

Date : 04/01/2025

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna (2800) in Book 1 Volume No. 3 on pages on 1 - 30 for the year 2025 and stored in database of year 2025. The summary of document No.70/2025 is printed on the front page of the document.

Sd/-
Ravi Ranjan
Registering Officer
Patna (2800)

Date : 04/01/2025

Application No : 250500005769 **Book No : 1** **Year : 2025** **S.No.76** **Deed No. : 70**

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Government of Bihar

e-Stamp

Certificate No.	:	IN-BR-2500004810
Certificate Issue Date	:	02-Jan-2025 12:37 PM
GRN No.	:	BHR20241201062836E, BHR20241201070409E
Unique Doc Reference	:	EST-BR-2800-2500000084
Party Name	:	SAI KRIPA REAL ESTATE PRIVATE LIMITED
Purchased by	:	SAI KRIPA REAL ESTATE PRIVATE LIMITED
Purpose	:	NA Article no (NA)
Stamp Duty Paid (Rs.)	:	456975 (Four Lakh Fifty Six Thousand Nine Hundred Seventy Five Only)
Reg. Fee (Rs.)	:	26025 (Twenty Six Thousand Twenty Five Only)
LLR & P Fee (Rs.)	:	0 (Zero Only)
Miscellaneous Fee (Rs.)	:	0 (Zero Only)
Discore SC (Rs.)	:	1000 (One Thousand Only)
Total Amount (Rs.)	:	484000 (Four Lakh Eighty Four Thousand Only)

IN 2500004829

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.