Serial No.- 960 Deed No.- 762

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

Sale Deed

D 096105

क्रम संख्या 9410 तिथि 19-1-11 मूल्य 1000/- शीट संख्या 1

बिहार सरकारिस्टाम्प विक्रेता

अवर निबंधन कार्यालय, दानापुर

दिनांक 29/01/2011 को Rama Shankar Sharma द्वारा यह दस्तावेज निबंधन हेतु उपस्थापित किया गया । इसमें रु० 400000/- मुद्रांक शुल्क एवं रु० 100995/- निबंधन तथा अन्य शुल्क का भुगतान किया गया । दस्तावेज ग्राह्य पाया गया । जिन लेख्यकारियों ने मेरे समक्ष इसका निष्पादन स्वीकार किया उनके तथा उनके पहचानकर्त्ता के नाम, फोटो, अंगुलियों के निशान एवं हस्ताक्षर से अंकित हैं । ऐसे दस्तावेज सं0 762 के रूप में पुस्तक सं0 1 की जिल्द सं0 13 के पृष्ट सं0 341 से 356 तक CD 2 में आज निबंधित एवं कुल 16 पृष्टों में संधारित किया गया ।

(Niraj Kumar)

निबंधन पदाधिकारी

Date : 29/01/2011

Token No. 973 / Year 2011

DEED OF ABSOLUTE SALE

1.NAME AND ADDRESS OF THE VENDOR:-



SRI RAMA SHANKAR SHARMA son of Sri Ramayan Sharma , resident of vill. Bahadapa , P.O. Sirisia Via Rivilganj , P.S. Rivilganj , District Saran - PIN Code –

Rama Shankar Sharma
Executed Sale deed
Revenue Stamp
as per attached
Rama Shankar Sharma
Date :- 28-1-11

आज दिनांक 28/11/11 श्री/श्रीमती [illegible]

ता/पुत्र श्री [illegible] ग्राम/मुहल्ला [illegible]

ाना [illegible] शहर [illegible] जिला [illegible]

। अपने निवास स्थान पर दस्तावेज निबंधन हेतु दस्तावेज उपस्थापित किया।

निबंधन पदाधिकारी

Sub-Registry Office, Danapur

Entry No. 8 Token No. 25 Year 2011

Fee Paid for Visit / Commission

J1- 750 K1a- 0

K1b- 0

K1c- 0 Total- 750

Date: 01/28/2011 Registering Officer



Rama Shankar Sharma
28/1/11

अंदर मो0---------- शब्दों में (रू0----------) मात्र

पंचम प्रति

(बैंक हेतु)

(5)

बिहार सरकार

निबंधन विभाग

गैर मानक

दस्तावेजों के निबंधन के लिए जमा किये जाने वाले स्टाम्प शुल्क/निबंधन शुल्क एवं भूस्वामी के निबंध शुल्क के भुगतान के लिए बैंक चालान

1. पक्षकार क्रा नाम /पता- साई कृपा रियल इस्टेट प्रा लि

(जिसकी ओर से जमा किया जा रहा है)----------

2. दस्तावेज का प्रकार---------- गया इम्प्रूवमेन्ट ट्रस्ट ट्रेजरी बैंक खाता २६ पत्रा

3. निबंधन कार्यालय---------- उप

4. बैंक का नाम एवं शाखा---------- गोलम्बर

5. भुगतान की जानेवाली राशी का विवरण : S - B - I गोलम्बर

भुगतान का मद एवं शीर्ष	रकम	कुल रकम
स्टाम्प शुल्क-मुख्य शीर्ष -0030-स्टाम्प एवं पंजीकरण-उप-मुख्य शीर्ष 02-स्टाम्प गैर, न्यायिक लघु शीर्ष -103- दस्तावेजों पर स्टाम्प शुल्क लगाना-उप शीर्ष 0001 सकल प्राप्तियाँ प्राथमिक इकाई -75 49 सकल प्राप्तियाँ विपत्र कोड -R0030021030001, A/c No.-10963226587	399,000	3,99,000
निबंधन शुल्क-मुख्य शीर्ष -0030-स्टाम्प एवं पंजीकरण शुल्क उप मुख्य शीर्ष -03 पंजीकरण शुल्क, लघु शीर्ष -104- दस्तावेजों का पंजीकरण शुल्क-उप शीर्ष -0001, प्राथमिक इकाई 75 49 सकल प्राप्तियाँ विपत्र कोड - R0030031040001, A/c No.-10963226576	10-0-000 45 10-00 45	100045
भूस्वामी शुल्क-मुख्य शीर्ष -0029- भू राजस्व लघु शीर्ष -800- अन्य प्राप्तियाँ-उप शीर्ष -0006- अन्य मदें - प्राथमिक इकाई -75 49 भूमि निबंधन शुल्क से आय विपत्र कोड- R0029008000006, A/c No.-10963226598	500 50	550

भुगतान का माध्यम : नगद/ चेक/ ड्राफ्ट कुल योग 4,99,595

कुल राशि शब्दों में ----------

स्थान---------- गोलम्बर

तारीख----------

SAI KRIPA REAL ESTATE PVT. LTD.

Shailendra Singh

जमाकर्त्ता का नाम

एवं हस्ताक्षर DIRECTOR

* चेक/ड्राफ्ट का विवरण पीठ पर अंकित कर दें।

* चेक/ड्राफ्ट की राशि अन्तरित होने के पश्चात ही मान्य होगी

FOR USE OF THE BANK

स्क्रॉल नं0 ----------तारीख ----------उपर्युक्त कालम संख्या 05 में दिये गए विवरण के अनुसार रू0 ----------/ शब्दों में----------

रूपये प्राप्त किया

प्राधिकृत पदाधिकारी का हस्ताक्षर एवं मुहर

निबंधन हेतु सर्विस चार्ज * जमा करने का विवरण

एस्को लेखा सं0 : A/c No. 30978446198

जमा करने की तिथि :

बैंक स्क्रॉल सं0: ---------- बैंक की मुहर एवं मुहर

* (दस्तावेज के पृष्ठ की संख्या +2)X रू0 25/- 499595

499595

अंदर रू0---------- शब्दों में (रू0----------) मात्र

चतुर्थ प्रति (4)

(जमाकर्त्ता हेतु)

बिहार सरकार

निबंधन विभाग गैर मानक

दस्तावेजों के निबंधन के लिए जमा किये जाने वाले स्टाम्प शुल्क/निबंधन शुल्क एवं भूस्वामी के निबंध शुल्क के भुगतान के लिए बैंक चालान

1. पक्षकार का नाम /पता- साई कृपा रियल इस्टेट प्रा० लि०
(जिसकी ओर से जमा किया जा रहा है) मेसर्स कमर्शियल टैक्स लॉयर्स कैम्पस सेट परन्तु

2. दस्तावेज का प्रकार----------

3. निबंधन कार्यालय---------- बरा हाजीपुर

4. बैंक का नाम एवं शाखा---------- S.B.I हाजीपुर

5. भुगतान की जानेवाली राशी का विवरण :

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

भुगतान का माध्यम : नगद/ चेक/ ड्राफ्ट कुल योग

कुल राशि शब्दों में ----------

स्थान---- हाजीपुर

तारीख---- 24/1/11

* चेक/ड्राफ्ट का विवरण पीठ पर अंकित कर दें।

* चेक/ड्राफ्ट की राशि अन्तरित होने के पश्चात ही मान्य होगी

जमाकर्त्ता का नाम एवं हस्ताक्षर

FOR USE OF THE BANK

स्क्रॉल नं0 ----------तारीख----------उपर्युक्त कालम संख्या 05 में दिये गए विवरण के अनुसार रू0 ----------/ शब्दों में----------

रूपये प्राप्त किया

प्राधिकृत पदाधिकारी का हस्ताक्षर एवं मुहर

निबंधन हेतु सर्विस चार्ज जमा करने का विवरण

एस्को लेखा सं0 : A/c No. 30978446198

जमा करने की तिथि : 24/1/11

बैंक स्क्रॉल सं0: ---------- बैंक की प्राप्ति एवं मुहर

* (दस्तावेज के पृष्ठ की संख्या +2)X रू0 25/-

400

प्रपत्र–सं0–6

(देखें नियम–25) (3)

धारा 38 (2) या धारा 33 (3) या धारा 38 (2) के अधीन

निबधंन पदाधिकारी द्वारा पृष्ठाकंन

आज तारीख 28/1/11 को मैं निबधंन पदाधिकारी उपनिबंधक गोपालपुर श्री/~~श्रीमती~~ रामशंकर राम पिता/पति श्री रामायण राम पेशा कृषि के आवास पर 4.45 बजे गया और उक्त श्री/~~श्रीमती~~ रामशंकर राम जिनकी पहचान श्री संजय कुमार पिता श्री रामेश्वर (ह-द) ग्राम/मुहल्ला कुशमण्डी थाना गोपालपुर शहर पटना जिला पटना के निवासी जिनका पेशा कृषि है। के दारा की गई की जाचें की और उक्त श्री/श्रीमती रामशंकर राम इस शक्ति/या दस्तावेज के निष्पादन को स्वीकार/अस्वीकार किया गया।

निबंधन पदाधिकारी

verification 394 dt 28/01/2011



Rama Shankar Ram
28/1/11

394 dt 28/01/2011



संजय कुमार
S/o श्री रामेश्वर सिन्हा
सबुना मोड़, गोपालपुर
पटना
28-1-11



5.DESCRIPTION OF THE PROPERTY:-

AIL THAT piece and parcel of my own exclusive share in land measuring 4 Kathas (Four Kathas) situated at Mauza **Jalalpur** presently known as **Main Road of Bailey Road Near Ranjan Path** , Survey Thana Danapur , at present Thana Rupaspur , District Patna , within the Jurisdiction of Sub Registry Danapur , Sadar Registry and District Patna , bearing its Tauzi No. 5123 (Five Thousand One Hundred Twenty Three) , Revenue Thana No. 22, Khata No. 26 (Twenty Six) , Survey Plot No. 4 (Four) Part and the same is bounded and dimensioned as follows:-

Ramu Shankar Sharma
2 sq | | |

BOUNDARY

NORTH	:-	Sri Ram Jiwan Singh
SOUTH	:-	Bailey Road
EAST	:-	Self the Vendor
WEST	:-	Sri Laddu Singh and others

DIMENSION(MAP ATTACHED)

NORTH	:-	**30.72 Ft.**
SOUTH	:-	**33.07 Ft.**
EAST	:-	**212.98 Ft.**
WEST	:-	**186.08 Ft.**

RECITALS

WHEREAS the Vendor has acquired and purchased an area measuring 15 Kathas under Survey Plot No. 04 out of his joint family fund through Deed of Absolute Sale duly executed on 15-07-1987 from Smt. Bhagywati Kundra wife of Dr. J.C. Kundra which has been registered in Book No. I , Vol. No. 5 for 1990 , Page No. 225 to 233 Deed No. 4120 of 1987 at the office of Sub Registrar , Danapur. And since date of purchase the Vendor alongwith his father Sri Ramayan Sharma and four brothers namely Sri Radha Shankar Sharma, Sri Jai Prakash Sharma and Sri Ome Prakash Shrama became joint owner of the property purchased by him and they joint inherit all the right, title and interest over the property fully mentioned in col. No. 5 along with other properties without any hindrances or interruption from any quarter whatsoever.

Rama Shankar Sharma 25/11/11

AND WHEREAS Sri Ramayan Sharma filed a Title Partition Suit in the year of 1997 before Sub Judge I, Patna City to declared the individual share of all the family members of family bearing its Title Partition Suit No. 168 of 1997 which had been compromised between the parties and accordingly the property measuring an area 5 Kathas on West was allotted to Vendor and measuring an area 5 Kathas has been allotted to Sri Radha Shankar Sharma and an area measuring 5 Kathas has been allotted to Sri Om Prakash Sharma in said compromise of Title Partition No. 168 of 1997.

AND WHEREAS after some time on 07-12-2009 all the family members in view to make a family settlement again partitioned their entire family properties by way of Family Arrangement among themselves and according to said Family Arrangement entire of mauja Jalalpur at Main Bailey Road has been divided into two shares and had been allotted to Sri Rama Shankar Sharma , the Vendor , measuring an area 7 Kathas 10 Dhurs on West and an area measuring 7 Kathas 10 Dhurs has been allotted to Sri Om Prakash Sharma on the west and Sri Ramayan Sharma and Jai Prakash Sharma and Sri Radha Shankar Sharma became the owner of properties situated at Patna City and they have no concern with the properties situated at Jalalpur on main Bailey Road.

Rama Shankar Sharma
2/11/11

AND WHEREAS the Vendor according to said Family Arrangement became the owner of the property fully mentioned in col. No. 5 without any hindrances and interruptions from any quarter whatsoever and name of Vendor is duly mutated in the record of Govt. at Anchal Office at Danapur bearing its Zamabandi No.1075/d

AND WHEREAS the Vendor is in urgent need and dire necessity of money to pay Bank Loan taken from State Bank of India , C.B. Dak Bungalow Road Branch , Patna and to purchase other beneficial property and to meet other important necessities and unless the said property is not sold by the Vendor , there is no other way to arrange the money. Accordingly the Vendor proclaimed to sell the said property , detailed in column - 5 above and the vendee became ready

to purchase the same. The Vendee offered Rs.50,00,000/- (Rupees Fifty Lac) only as a full and final consideration for the said land and the Vendor finding the same to be just, fair , reasonable and highest out of the prices offered considering the prevailing market value of the land accepted his offer. Accordingly the Vendor agreed to sell and Vendee agreed to purchase the said land for a total consideration of Rs. 50,00,000/- (Rupees Fifty Lac) only and became ready to execute the sale deed in the name of Vendee.

NOW THIS INDENTURE WITNESSES that in pursuance of the agreement for sale between the parties and in consideration of the sum of Rs.50,00,000/- (Rupees Fifty Lac) only paid by Vendee to the Vendor in the manner as mentioned below:-

Name of the Bank	Cheque No.	Date	Amount
HDFC Bank Ltd.	410164	30-12-2010	25,50,000/-
HDFC Bank Ltd.	410163	30-12-2010	24,50,000/-

receipt of which the Vendor do hereby acknowledge , the said Vendor as beneficial owner does hereby grant , convey , transfer , assign and assure unto the said Vendee free from all encumbrances the said property which is fully described in column 5 above. The payment of the entire consideration money has been admitted by the Vendor and the said Vendor as beneficial owner do hereby grant , convey , sell , transfer , assign and assure unto and to the use of the said **SAI KIRPA REAL ESTATE PVT. LTD.**, through it's Director **SRI SHAILENDRA SINGH** , the Vendee / purchaser free from all encumbrances **All that land with appurtenances belonging with** compound thereto , situated at Mauja Jalalpur , **presently known as**

Main Road of Bailey Road Near Ranjan Path , Pargana Phulwari , P.S. Danapur , District Patna along with liberties , privileges easements and appurtenances whatsoever to the said premises belonging or in any way , appertaining or held or occupied therewith which is fully detailed and described in column - 5 above , being held and occupied by the Vendor.

That whatsoever the right , title and interest the said Vendor has got in the property sold , conveyed and transferred hereby is forthwith passes and vest in the Vendee and the said Vendee has been put in peaceful possession of the property hereby sold , conveyed and transferred to him with the description of the property conveyed and given in col. No. 5 of this Sale Deed.

That the Vendee shall hold , possess , occupy , use and enjoy the property sold , conveyed and transferred hereby to him as full and absolute owner in any manner according to his wishes without any hindrances , obstructions , interruptions , claim or demand being made from or by the Vendor or any person or persons claiming through under the said Vendor , the Vendee shall further be entitled to use the property hereby sold , conveyed and transferred to him in any manner as the said Vendee shall like either by selling , mortgaging leasing or otherwise as the said Vendee shall consider himself proper to do so.

That the Vendee shall secure mutation of his name over the property sold, conveyed and transferred hereby to him in place of the name of the said Vendor in the Office of the Circle Officer or in any such

Tanu Shankar Sharma
28/11/11

office or department , wherever it is so required , at his own cost and shall pay and deposit the proportionate rent whereof on the valuation imposed or levied by the Authority concerned.

That the Vendor does hereby stipulate, agree, covenant and assure the said Vendee that the property sold, conveyed and transferred hereby to him is free from all encumbrances and defects of title and in case of this assurance and title of Vendor is found incorrect and defective in any manner , the Vendor does hereby stipulate and agree to save harmless and indemnified against all loss and damage of the said vendee.

That the Vendor has declared that he has a clear and marketable title of the Premises free from all kinds of encumbrances claims or third party rights whatsoever , such as prior sale , mortgage , gifts , will , lease , litigation , license , tenancy , it's disputes , stay orders , acquisition , charges liens , lease , loan , security and such other encumbrances and if proved otherwise , then the Vendor shall be liable and responsible to indemnify all the losses / damages thus suffered by the Vendee. And Whereas no part of the land comprised in the said premises comes within the preview of Urban Land Ceiling Act. 1976

That the Vendor has paid all taxes, ceases , dues , duties , maintenance charges and outgoings till date and there are no arrears, The Vendor shall bear and pay all out goings namely Municipal Taxes , electricity and water charges , maintenance charges and all other such charges in

C Laxma Shankar Shanmu
28/11/11

respect of the Premises till the date of the Sale Deed and , thereafter , the same shall be borne by the Vendee.

That no tax or other liability is payable by the Vendor , which could effect or prejudice the ownership right of the Vendee to the Premises. The Vendor agree to indemnify and keep the Vendee indemnified for all or any loss, damage , cost or expense that the Vendee may suffer because of any tax claim or demand in breach of their representation.

That the Vendor assures and represents that there in no subsisting agreement for sale in respect of the Premises and the Premises has not been disposed of or transferred to any other person or persons under any gift, will , exchange or any other arrangement etc.

That the Vendor represents and warrants that the Premises have not been mortgaged with any Bank or Financial Institution and the Premises is free from all encumbrances.

That the Vendor represents that there is no tenancy created in the Premises till the date of Sale Deed.

That the Vendor represents to the Vendee that there is no order of attachment by the Income Tax authorities or by any Revenue Authority or any other Authority or any notice of acquisition / requisition has been received in respect of the Premises.

Uma Shankar Sharma
28/11/11



That the Vendor undertake that except the Vendor nobody else has any right, title or interest, claim or demand whatsoever or howsoever in respect of the Premises and the Vendors have full authority and power to sell transfer and dispose off the Premises in favor of the Vendee and receive the Sale Consideration.

That the Vendor agreed that there is no legal impediment or bar within the knowledge of the Vendors whereby the Vendors can be prevented from obtaining any permission and approvals to transfer the Premises in favor of the Vendee.

That the Vendor represents that the right, title and interest in the Premises have been conclusively transferred in favor of the Vendee against the Sale Consideration received by the Vendor and same shall not be challenged by the Vendor in any proceedings and the Vendor shall not claim any right or title in the Premises.

AND ALL THE estate , right , title , interest , claim and demand whatsoever of the Vendor into or upon the same and every part thereof in law and equity **TO ENTER AND TO HAVE HOLD OWN AND POSSESS** the same unto and to the use of the Purchaser / Vendee , it's successor in interest , executors , administrators , representatives and assigns absolutely and forever together with document and other evidences of Title and the Vendor does hereby covenant with the Vendee , it's successor -in - interest , executors , administrators , representatives and assigns that notwithstanding any acts , deeds or things heretofore done , executed or knowingly suffered to the

Om Shankar Sharma
25/1/11

contrary the Vendor is now lawfully seized and possessed of the said property free from encumbrances , attachments or defects in title whatsoever and that the Vendor have full power and absolute authority to sell the said property in manner aforesaid. And the Purchaser / Vendee shall hereafter peaceably and quietly hold, possess and enjoy the said property without any claim or demand whatsoever from the Vendor or any person claiming through or under him. And further that the Vendor his heirs , executors , administrators or assigns , covenant with the Purchaser / Vendee it's successors in interest , executors , administrators , representatives and assigns to save harmless , indemnify and keep indemnified the Purchaser / Vendee it's successor in interest , executors , administrators , representatives and assigns from or against all encumbrances , charges and equities whatsoever. And the Vendor his heirs administrators or assigns further covenants that they at the request and cost of the Purchaser / Vendee it's successors in interest , executors , administrators , representatives and assigns do or execute or cause to be done or executed all such lawful acts , deeds and things whatsoever for further and more perfectly conveying and assuring the said property and every part thereof in manner aforesaid according to the true intent and meaning of the deed.

Rama Shankar Sharma
28/11/11

IN WITNESS WHEREOF the parties have put their respective signatures and hand hereto on this 28 day of January 2011.

WITNESS:

1- विजय कुमार
S/o श्री रामबृक्ष सिंह
सगुना मोड़, दानापुर
पटना - 28-1-11

Ram Shankar Sharma
Signature of the Vendor / Seller

2- Manoj Kumar
S/o Sri Baijnath Pr.
Saguna, Danapur
Patna.
28-1-11

Shailendra Singh
Signature of Vendee / Purchaser
TAN - PTAS 03121G
PAN - AAHCS9402H

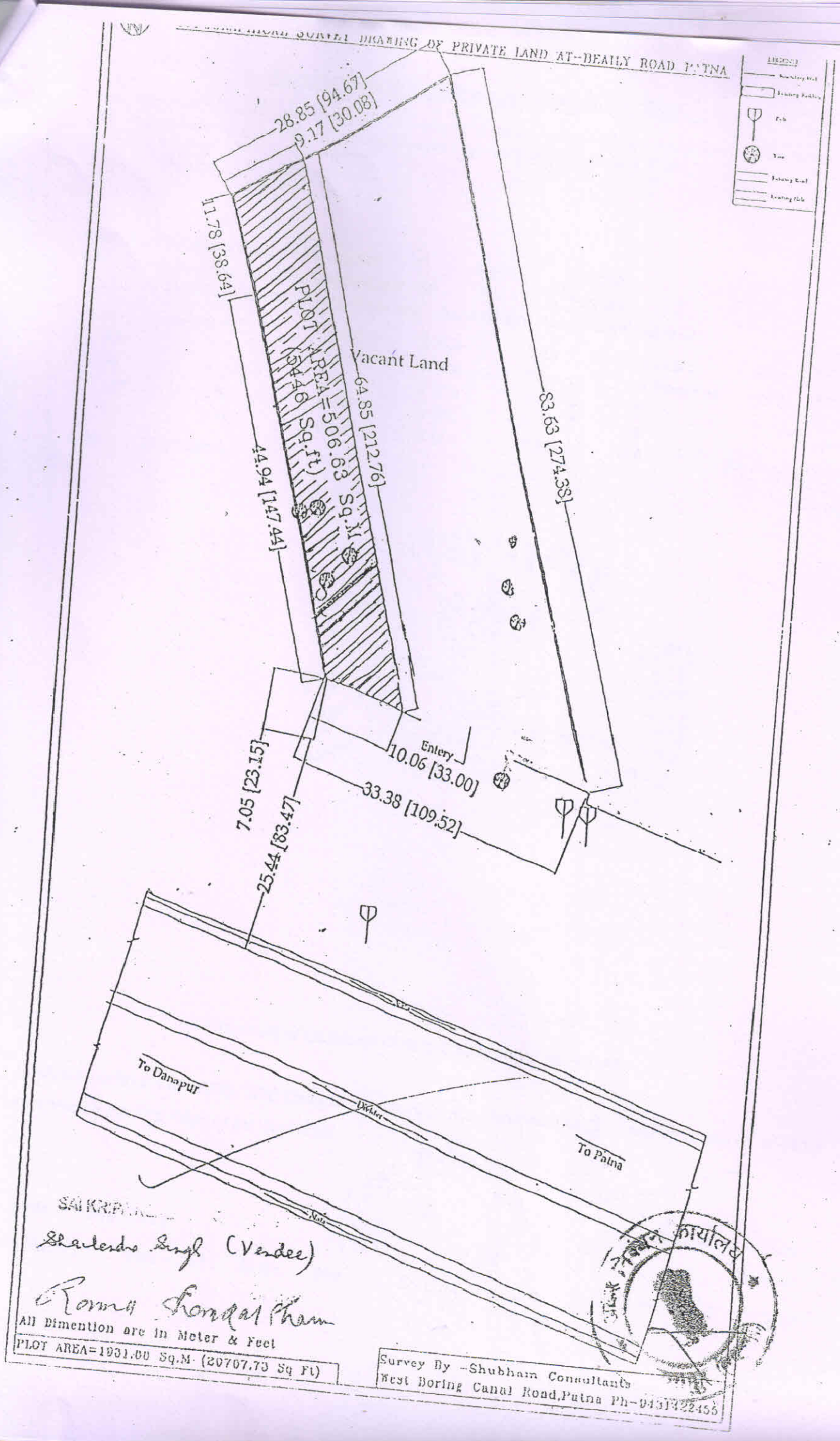




DRAFTED BY:-

Udai Kumar Sinha
Typist
Deed Writer Danapur Cantt.
Lic. No. 47/2011




SURVEY DRAWING OF PRIVATE LAND AT--BEAILY ROAD PATNA
28.85 [94.67]
9.17 [30.08]
11.78 [38.64]
PLOT AREA=506.63 Sq.ft (94.26 Sq.M)
Vacant Land
64.85 [212.76]
83.63 [274.38]
44.94 [147.44]
Entery
10.06 [33.00]
7.05 [23.15]
25.44 [83.47]
33.38 [109.52]
To Danapur
To Patna
Nala
Sharendra Singh (Vendee)
All Dimention are in Meter & Feet
PLOT AREA=1931.00 Sq.M. (20707.73 Sq Ft)
Survey By -Shubham Consultants
West Boring Canal Road,Patna Ph-9431422455

Endorsement of Certificate of Admissibility (Rule - 35)

Admissible under Rule 21 ; duly stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I-A, No. 23. Also admissible under section 25(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act Rs. 300000
Addl. Stamp duty paid under RDA/Municipal Act Rs. 100000
(Paid Rs. 1000/- by N.J. Stamp Paper and Rs. 499995/- through Bank Challan.)

FEE PAID												
	A1	100000	C	0	H1b	0	Ka1	0	Lii	0	LLR	500
	A8	0	D	0	H2	0	K1b	0	Liii	0	Proc. Fee	50
	A9	0	DD	0	I	0	K1c	0	Mb	0		
	A10	0	E	0	J1	0	K2	0	Na	45		
	B	0	H1a	0	J2	0	Li	0	Scan	400		

Total Fee 100995

Date : 29/01/2011

Registering Officer
Danapur

Endorsement of Certificate of Registration under section 60

Registered in Book 1 of DSRO/ SRO Danapur having 16 pages, in the volume CD-2 and document no. of which is printed on the First Page of the document.

Date.: 29/01/2011

Registering Officer
Danapur

Token No.972 Year - 2011 Sl.No. 960 SCORE Ver. 2.0 Deed No. 762 NIC-Bih

Serial No.- 961 Deed No.- 763

SAI KRIPA REAL ESTATE PVT. LTD.
DIRECTOR

बिहार सरकार

अवर निबंधन कार्यालय, दानापुर

दिनांक 29/01/2011 को Rama Shankar Sharma द्वारा यह दस्तावेज निबंधन हेतु उपस्थापित किया गया । इसमें रु० 85320/- मुद्रांक शुल्क एवं रु० 1095/- निबंधन तथा अन्य शुल्क का भुगतान किया गया । दस्तावेज ग्राह्य पाया गया । जिन लेख्यकारियों ने मेरे समक्ष इसक निष्पादन स्वीकार किया उनके तथा उनके पहचानकर्त्ता के नाम, फोटो, अंगुलियों के निशान एवं हस्ताक्षर पीछे अंकित है ।इसे दस्तावेज सं0 763 के रूप में पुस्तक सं0 1 की जिल्द सं0 13 के पृष्ट सं 357 से 387 तक CD 2 में आज निबंधित एवं कुल 31 पृष्टों में संधारित किया गया ह०

(Niraj Kumar)

निबंधन पदाधिकारी

Date : 29/01/2011

Token No. 873

DEVELOPMENT AGREEMENT

This indenture is made and executed on this 28th day of the month of January in the Christian era of Two Thousand Eleven.



BETWEEN

आज दिनांक 28/11/2011 श्री / श्रीमती [illegible]

पिता / पति श्री [illegible] ग्राम / मुहल्ला [illegible]

थाना [illegible] शहर [illegible] जिला [illegible]

ने अपने निवास स्थान पर दस्तावेज निबंधन हेतु दस्तावेज उपस्थापित किया।

निबंधन पदाधिकारी

Sub-Registry Office, Danapur

Entry No. 7 Token No. 24 Year 2011

Fee Paid for Visit / Commission

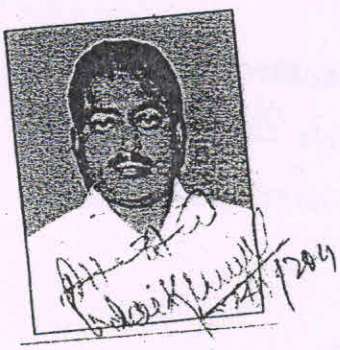
J1- 750 K1a- 0

K1b- 0

K1c- 0 Total- 750

Date: 01/28/2011

Registering Officer



Rama Shankar Sharma

28/11/11

SRI RAMA SHANKAR SHARMA son of Sri Ramayan Sharma , resident of vill. Bahadapa . P.O. Sirisia Via Rivilganj , P.S. Rivilganj . District Saran - PIN Code - 841315 , at present in the campus of Assam Timber,Bailey Road, P.S. Rupaspur , P.O. Danapur , District Patna , in the State of Bihar , hereinafter referred to as the **LAND OWNER** , (which expressions shall unless it be repugnant to the context or meaning thereto mean and include his heirs, administrators, executors, assignees, legal representatives and successors in interest) of the **FIRST PART.**

AND

SAI KRIPA REAL ESTATE PVT. LTD., a company incorporated under the Company's Act, 1956 and having its Registered office at Mitra Compound West Boring Canal Road, Town and District-Patna, in the state of Bihar, through its Director **SRI SHAILENDRA SINGH,** Son of Late Sri Awadhesh Kumar Singh, Resident of Mitra Compound, off- East Boring Canal Road, P.S. Budha Colony, District- Patna, Indian Citizen hereinafter called and referred to as the **"DEVELOPER"** (which expression shall unless it be repugnant to the context or meaning thereof means and includes its administrators, legal representatives, nominee(s), assignees and successor in interest) of the **SECOND PART.**

WHEREAS the Land owner First Party has acquired and purchased an area measuring 15 Kathas under Survey Plot No. 04 out of his joint family fund through Deed of Absolute Sale duly executed on 15-07-1987 from Smt. Bhagywati Kundra wife of Dr. I.C. Kundra which has

Shailendra Singh

Ramayan Sharma

25/1/11.

been registered in Book No. 1 . Vol. No. 5 for 1990 , Page No. 225 to 233 Deed No. 4120 of 1987 at the office of Sub Registrar , Danapur. And since date of purchase the Land owner alongwith his father Sri Ramayan Sharma and four brothers namely Sri Radha Shankar Sharma , Sri Jai Prakash Sharma and Sri Om Prakash Sharma became joint owner of the property purchased by him and they joint inherit all the right , title and interest over the property fully mentioned in col. No. 5 alongwith other properties without any hindrances or interruption from any quarter whatsoever.

AND WHEREAS Sri Ramayan Sharma filed a Title Partition Suit in the year of 1997 before Sub Judge I, Patna City to declared the individual share of all the family members of family bearing its Title Partition Suit No. 168 of 1997 which had been compromised between the parties and accordingly the property measuring an area 5 Kathas on West was allotted to Vendor and measuring an area 5 Kathas has been allotted to Sri Radha Shankar Sharma and an area measuring 5 Kathas has been allotted to Sri Om Prakash Sharma in said compromise of Title Partition No. 168 of 1997.

AND WHEREAS after some time on 07-12-2009 all the family members in view to make a family settlement again partitioned their entire family properties by way of Family Arrangement among themselves and according to said Family Arrangement entire land of mauja Jalalpur at Main Bailey Road has been divided into two shares and had been allotted to Sri Rama Shankar Sharma , the land owner . measuring an area 7 Kathas 10 Dhurs on West and an area measuring

7 Kathas 10 Dhurs has been allotted to Sri Om Prakash Sharma on the west and Sri Ramayan Sharma and Jai Prakash Sharma and Sri Radha Shankar Sharma became the owner of properties situated at Patna City and they have no concern with the properties situated at Jalalpur on main Bailey Road and the name of Sri Jai Prakash Sharma and Sri Radha Shankar Sharma has been duly mutated in the record of Govt. relating to their shares in property situated at Patna City in records of Patna Municipal Corporation through Mutation Case No. 3533/27-08-2009.

AND WHEREAS the Vendor according to said Family Arrangement became the owner of the property fully mentioned in col. No. 5 without any hindrances and interruptions from any quarter whatsoever and name of Vendor is duly mutated in the record of Govt. at Anchal Office at Danapur bearing its Zamabandi No.1975/d through Mutation Case No.1874/4 2009-10.

AND WHEREAS the land owner covenants that the aforesaid land is his exclusive property with absolute right, title, and interest and the same is free from all encumbrance, debts, liens, charges, and attachments and is in marketable condition and owner has right, full power and absolute authority and title to transfer the whole or part of the aforesaid scheduled land.

AND WHEREAS the land owner further covenants that the property is in his exclusive possession. The vacant portion of the property will be handed over to the developer simultaneously with the execution of

this agreement and the portion in possession of the land owner which is being used for his business & residential purposes will be handed over for development up to last day of February 2011.

AND WHEREAS the owner was interested in getting multistoreyed building/complex developed and constructed through a developer on the scheduled land and to acquire built up area in the shape of Shops Offices, flats, parking space and other tenement areas as consideration in exchange for the full and final value of the scheduled land and was in search of a developer who could develop the aforesaid land on the reasonable term and conditions.

AND WHEREAS the aforesaid developer offered to construct at its own cost the multistoreyed building/complex on land of the land owner mentioned in schedule I hereunder written hereinafter referred to as the building and to give 49% of built up area out of total built up area of the building to be constructed against land owned by the aforesaid owner as per the specification detailed in **ANNEXURE I** hereinafter referred to as the owner's area towards full, final and adequate consideration for the value of property and remaining 51% of the aforesaid land which shall be conveyed by the land owner in favor of the developer and/or its nominee or nominees including a cooperative society hereinafter referred to as the Developer's area for its prospective buyers who may form an association of buyers or a new co-operative housing society for the purpose of buying and owning flats in the said building whichever is found most suitable by

the developer and to retain the remaining built up area of the building with proportionate right over the land.

That certain terms and conditions were agreed between the land owner and the developer with regard to the transfer of the said land by the land owner to the developer and the construction of the said buildings by the developer and the disposal of the habitable area and parking spaces or any other tenements therein. The parties hereto are desirous of recording into writing the terms of such agreement as hereunder.

NOW THIS DEED WITNESSTH AND IS HEREBY AGREED AND DECLARED BY AND BETWEEN PARTIES HERETO AS FOLLOWS:

1. The land owner above named have agreed to appoint the aforesaid developer as the developer of the aforesaid land and grant to the developer, who hereby accept from the land owner the right to develop the aforesaid land more fully detailed schedule I hereunder written in the manner and on the terms, conditions and stipulations hereinafter appearing.

2. The land owner simultaneously with execution of this indenture has granted physical possession of the vacant portion of the scheduled land to the developer and has entrusted the right to develop the scheduled land by way of constructing thereon multistoreyed building/s comprising of Shops, Offices, flats, car parking space and any other tenements area and to allot and sell the same to its prospective buyers to the exclusion of the land owner's area.

3. The land owner undertakes that the area in his occupation which is being used for his business & residential purposes will be handed over for development up to last day of February 2011 to the developer. The land owner has agreed to pay compensation @ Rs 1,00,000/- Rupees One Lac per day in case of his failure to deliver vacant and peaceful possession of the land under his occupation to the Developer

4. That the aforesaid developer offered to construct at its own cost the multistoreyed building/complex on the scheduled land of the owners hereinafter referred to as the building. The developer has agreed to give 49% of built up area of the building to be constructed to aforesaid land owner as per the specification detailed in ANNEXURE I , hereinafter referred to as the owner's area towards full, final and adequate consideration for the value of property and remaining 51% of built up area of the building shall be in the exclusive share of Developer and/or its nominee or nominees including a cooperative society hereinafter referred to as the Developer's area.

5. The land owner shall convey transfer and/or assign to the developers and/or its nominees free from all encumbrances the scheduled land in proportion to the percentage of developer's built up area of said multistoreyed complex towards consideration of the owner's area referred to above.

6. The developer shall proceed expeditiously with site development on the aforesaid land, preparation of building plans as per Municipal Corporation / Nizamat Nagarpalika Danapur norms and after getting the same submitted in terms of this development agreement and if needed after obtaining the signature of the land owner wherever required with declaration and affidavit etc to the Municipal Corporation /Nijamat Nagarpalika or, to the competent authority for sanction. After sanction of the plan by the competent authority the developer shall start construction and on completion of the construction the developer shall hand over the land owner's area to the land owner as consideration for the value of share of developer in the aforesaid land and building to be transferred by the land owner to the developer or its nominee/nominees including a cooperative society. It is agreed that the developer shall get the maps passed and approved from Municipal Corporation /Nijamat Nagarpalika at the earliest at their own cost (cost of developer). Though the developer shall construct the building as per sanctioned plan and prevailing norms of the PMC/Nizamat Nagarpalika , however in case of any fine or penalty is imposed on the said buildings for any extra built up area constructed prevailing the norms of the PMC/Nizamat Nagarpalika in exeess of the sanctioned plan . then the same shall be borne and paid by the parties in their ratio of sharing of built up area and the said constructed area in the shape of shops . offices . flats . parking space and other tenements whatsoever shall be shared by them in the ratio of 51% of Developer and 49% of Land Owner for 3 Kathas 10 Dhurs. In case the Land owner fail to share the fine / penalty so imposed then he will not be entitled to get share in extra built up area.

total built up area and the Developer shall be fully entitled to enjoy the balance of above built up area either himself individually or collectively or shall be fully entitled to transfer, convey, grant or otherwise alienate or transfer his interest in any manner deemed fit by the Developer to any person, association of persons, firms, companies, body corporate, cooperative societies, government agencies etc on such term and conditions as may be decided by him individually or collectively. All cost of construction and otherwise of the aforesaid land owner's area shall be borne and paid by the developer and the developer shall have no right of dealing with the land owner's share or put any short of hindrance or obstruction whatsoever in any manner in independently dealing of the land owner's share except the abovementioned area.

10. That it shall take about 4 **years (Four years)** to complete the construction of the buildings after the plan has been sanctioned by the Municipal Corporation/Nizamat Nagarpalika and the physical possession of total property i.e free from occupation of land owner is delivered to the developer by the land owner provided that if any time is lost to the developer by such happening as is beyond the control of the developer including force majure, fire, tempest or other inevitable causes or accident etc the said period shall be deemed to be further extended accordingly.

11. The owner hereby and from the date of execution of this deed puts the developer in actual peaceful possession of the vacant portion of the said land and undertake to deliver the balance portion of the

land up to last day of February 2011 to develop, plan, construct and sell the proposed multi-storeyed building and as such the possession of the developer on the aforesaid land will be deemed to be final and conclusive and only the title will pass after the execution of the registration of the sale deed or deeds of release and the owner shall be only entitled to the consideration amount in the shape of aforesaid agreed land owner's area. The land owner shall at no point of time try to disposes the developers from the said land under any event and the developer shall be deemed to be in possession of the said land and be free to do all acts, deeds and things required for development and marketing relating thereto at the developer's own cost and expenses and the developer shall be entitled for proceeding with the development work. The name of the proposed multistoried complex will be **SAI MANI ORCHID**.

12. The developer shall be entitled to develop the aforesaid land by constructing thereon one or more building/s comprising habitable and parking spaces and other tenements in accordance with the sanctioned building plans and to allot the developer's area in the building/s to be constructed on the said land to such person or persons the developers in its discretion think fit and to receive and realize the prices in respect of the allotment and sale of habitable area such as tenements, flats and parking spaces etc and to appropriate the same and to transfer, as and when, developed, the said land or part or parts thereof from time to time to one or even more cooperative society or bodies corporate of the purchasers of the tenements and for the purpose aforesaid mentioned. The land owner shall have no right or

share in the said consideration which will be exclusively of the developer

13. That the developer shall act as an independent developer in constructing the said building/s over the scheduled land and shall keep the land owner indemnified from and against all third parties claims arising out of any act or omission against the development in or relating to construction of the said building.

14. The land owner hereby authorize the developer to do, if required, all acts, deeds, matter, things and in particulars subject to other provisions of this agreement with regard to the development of the building ,but shall not be entitled to act against the interest of the land owner .

(i) To have the plans of the proposed building/buildings to be constructed on the aforesaid land prepared/amended as per the sole discretion of the developer and to look into interest of in consultation with the in accordance with rules & regulations of the concerned authorities and to submit and said or amended plans to the Municipal Corporation/Competent authorities with the application for the approval and sanction and to do and sign all writings and undertaking as may be necessary in connection with the approval and sanction of such plans. However, if desired by developer/competent authority, the owner also agreed to sign all the necessary plans, specifications, declarations, affidavits and other legal and statutory papers for getting

the plan of the building/s sanctioned by the Municipal Corporation/Competent authorities.

(ii) To appoint architect, surveyors, engineers and contractors and other person or persons.

(iii) To make applications to the concerned authorities for obtaining electrical connections and permits or quotas for cement, steel and other controlled building materials.

(iv) To accept service of any writ, summons or other legal process or notice and to appear and represent the owner in any court or before any Magistrate, Judicial Tribunal and other tribunals in connection with the development of said property and to commence or file suits actions or other proceedings in any court or before any public officer or tribunal relating to the development of the said land or part or parts thereof and for any of the purposes aforesaid to sign, execute and deliver or file necessary vakalatnama, claims, plaint, written statement, applications, affidavits, petitions and other documents, paper and writings. The land owner however shall have right to have information and give appropriate suggestion to the developer with regard to the same.

(v) To abolish and remove the existing building/structures, if any, on the aforesaid land and to clear the debris to construct the building/buildings thereon.

Laxmi Shankar Sharma
28/11/11

Shailendra Singh

(vi) To enter into agreements for sale of or otherwise, allot flats and tenements in the aforesaid building/buildings to the purchasers in respect of the developers area however sale deeds will be executed only after completion of the multistoried building of the land owner's portion.

(vii) To mortgage the Land with Bank and/or financial institutions for obtaining loan/working capital/short term loan/finance for their aforesaid building/buildings which shall be a charge over the developer's share only and shall have no concern with the land owner's share at all and in any case and also to obtain loan for purchaser of flats etc as the said developer will decide at their sole discretion. The developer further affirms and undertakes that all moneys obtained as loan by pledging, hypothecating or mortgaging the aforesaid land of his share or creating charge on the aforesaid land shall be exclusively invested for the development of the said land only and such moneys shall not be diverted or invested in any other project work or purpose of the developer and shall be repaid by the developer alone and the land owner shall have no concern with them and the money so received by the developer shall be realized from their exclusive share.

(viii) To transfer the developer's area in the said property or part or parts thereof from time to time to individual purchaser or one or more proposed cooperative societies or bodies corporate or association of persons to be formed of the purchaser of flats and tenements in the

aforesaid building and to execute and get registered the necessary and appropriate deed of conveyance/transfer for their part of share only.

(ix) To transfer the said property and the flats, tenements and/or other habitable areas and parking space etc in the building/s to be constructed on the aforesaid land and to receive and appropriate to their own account the sale price in respect thereof only up to the share of developer .

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

15. The developer shall be entitled to allot and sell the developer's area of the building to be constructed on the said land and realise the sale proceeds thereof for development and construction of the building and for their own use.

16. Whenever required by the developer, the land owner will join as the confirming party in any agreement that the developer may enter into with any person or persons who desire to acquire flats or portions in the building. All amounts receivable under such agreement for habitable tenements and parking spaces etc shall be received by the developer for their own use and the owners shall have no share in the same. The developer shall be entitled to do such act with regard to their share only and not with regard to share of land owner.

SHRIKRIPA REAL ESTATE PVT. LTD.
DIRECTOR

17. Upon completion of the development work the land owner shall make and execute in favor of the developers or their nominee (s) including cooperative housing society or association or persons or a body corporate, a proper conveyance or such other deeds in writing as the developer may deem necessary for assuring or perfecting the title of the developer and/or their nominees to the aforesaid land and construction made thereon

18. On the completion of the land owner's area the Developer shall execute and /or issue allotment letters in respect of right, title and interest of the land owner on land owner's area and parking space including their undivided proportionate share and rights in the land

19. That the owner hereby declares:

(i) That the area of the aforesaid land is approx. 3.5 kathas equivalent to 4763.5 sq. ft. However, the actual area is subject to actual measurement in presence of both the parties.

(ii) That the property is a free hold and the owner have title to the same free from all encumbrances.

(iii) That the said land is in his exclusive possession with absolute right, title and interest and the same is free from any encumbrances. debts, liens, charges and attachments and in marketable condition and the owner, has not created any encumbrances on the said property or any part thereof by way of sale, mortgage, exchange, lease, trust,

assessment, gift, lien, leave license , permission, rent, possession charge inheritance or any other encumbrances whatsoever.

(iv) That no notice or notification for acquisition or acquisitions under the statutes for the time being enforce has been received, served or issued affecting the said land or any part thereof and the owner is entitled to develop and/or cause to be developed the said entire land.

(v) That there is no notice or order passed by the Municipal Corporation or any other statutory body or authority for set back or either acquisition of the said property or any part thereof and there is no requisition of whatsoever nature by the municipality or other body or authority concerning or affecting the said property or any part thereof.

(vi) That there are no statutory claims, demands, attachments, or prohibitory orders made or issued by the taxation authorities, revenue authorities, municipal authorities or any government or other local bodies of statutory authorities concerning or affecting the said property or any part thereof. If any such claims, demands, attachments or prohibitory orders made or issued by Taxation Authority, Revenue Authority , Municipal Authority , the same shall be settled / paid directly by owner from his own allotted share in the building.

(vii) That there are no attachments before execution of this agreement and there are no claims, demands, suits, decrees,

injunctions orders , notices, insolvency notice, petitions or adjudication order made or issued by or at the instance of any party on the aforesaid land.

(viii) That apart from the owner none else is entitled to or has any share, right, title or interest in the said property or any part thereof either as a partner or any partnership or copartner in any joint family or otherwise, and that the owner is not benamidar or trustee for any one in respect of the aforesaid land.

(ix) The owner at the time of handing over the premises in vacant possession shall clear all the electrical dues. A copy of the latest electrical bill payment receipt will be handed over to Developer.

(x) The owner represents and warrants that the property fully mentioned in Schedule – I is free from all defects of title and the owner, first party , is the absolute and independent owner of the property. If the other brothers Sri Jai Prakash Sharma or Sri Radha Shankar Sharma claim in any right in future , the same shall be cleared by the owner and if any claim is made by any of the other share holder the same shall be shared from the owner's share only.

20. It is agreed between the parties that if the developer finds any undisclosed defects in the title of the land owner to the scheduled land or that the scheduled land is subject to any notice etc due to which the developer is being debared or restrained from the development work. in that event the developer shall be entitled to rescind this agreement

and recover all advances given as aforesaid and the outgoing expenses incurred in constructions or in doing preparatory works along with simple interest @ 21% per annum from the date of advances/expenditure.

21. The land owner hereby irrevocably undertake not to sell ,dispose, alienate the said property or any part thereof during the currency of this agreement save and except putting the developer in possession thereof for the purpose of development pursuant to this agreement with the ultimate object of granting conveying and transferring the property as developed with proportionate land as aforesaid to the developer or person or persons nominated by the developer including a society or societies or an incorporated body or limited company as hereinabove stated and further irrevocably undertake not to do any act, deed, matter or thing as shall be in contravention of the declarations made by him in the present clauses.

22. For the purpose of verifying the correctness of the declaration hereinabove made by the land owner and in particular and declarations made above regarding the absolute title of the said land being marketable and free from all encumbrances and also his undertaking not to encumber the said property or otherwise alienate or dispose or deal with the same or any part thereof save and except as hereinabove provided, that the developer shall be entitled to retain all necessary original documents of title relating to the land for the purpose of the verification as aforesaid including investigation of the owner's title to the property. The land owner undertake to hand over all such relevant

Rama Shankar Singh
28/11/11

papers in original immediately. In case the agreement is rescind as provided in clause 20 herein above the original title deeds shall be returned to the land owner by the developer

23. The development of the said land shall be for and on account of the developer and neither the land owner nor any other person or persons claiming through the land owner shall have any right or interest in the development of the said land. The developer shall develop the said land in its own name and at their own cost and shall alone be responsible for the development of the said land without any interference on the part of the owner or their nominee or nominees in their interest

24. All the outgoings in respect of the aforesaid land from the date of physical possession to be given to the developer hereunder shall be borne and paid by the developer who, however, shall not be liable for any of the outgoings of the aforesaid land relating to the period prior to such possession, which shall be the liability of the owner alone.

25. That the land owner also undertakes that if because of any defect of title of the land owner or because of any act omission or commission on the part of land owner there shall be any delay or obstruction in development/construction work than the period fixed for completion of the construction by the developer shall be automatically deemed to have been extended accordingly.

26. That as the land owner will receive the consideration for the scheduled land and existing building, if any, in the shape of built up area agreed as aforesaid, the land owner shall at no time demand any further habitable area, tenements or parking space etc whatsoever, premium or have any interest in further dealings regarding the sale of developers share of built up area.

27. That this agreement shall not ever be deemed to constitute a partnership of any sort between the parties hereto.

28. The land owner shall hold the land owner's area on the same terms and conditions as the buyer of other portions of the building according to the standard agreement/**BYE LAWS** of the **ASSOCIATION** that may be finalized by the developers. The land owner and his assignees, nominees, heirs and purchasers shall become member of the aforesaid association or cooperative housing society whichever is found suitable by developer and formed by them and the land owner as well as their nominees/ assigns/ heirs/ purchasers/ respective agents/ servants/ licensees shall abide by the rules and regulations of the bye-laws of the association or cooperative housing society. They shall pay common utilities maintenance charges as per prevailing norm and be entitled to use all common facilities in the building complex intended for the utilization of the occupants to all for such utilization. The land owner will also be entitled for equitable undivided proportionate share in land as per law and the land owner or the nominee/s will not be entitled to ask for partition of land owner's area in the said complex. The land owner or their nominee, the

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26. That as the land owner will receive the consideration for the scheduled land and existing building, if any, in the shape of built up area agreed as aforesaid, the land owner shall at no time demand any further habitable area, tenements or parking space etc whatsoever, premium or have any interest in further dealings regarding the sale of developers share of built up area.

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developer or its nominee/s will jointly use the common spaces of the said multistoreyed complex without having any exclusive right of any of them on any portion of such common spaces.

29. It is agreed that after the execution of these present the developer or their nominee/s including a cooperative society shall be entitled to construct godowns and put up signboards and hoardings on the said land and if desired, fence the entire premises according to their requirements

30. It is agreed that in all transfers/conveyance of land and/or built up area, the purchaser/transferee shall bear the cost of stamp duty, court fees and other registration charges.

31. The land owner will be bound to execute and register the sale deed or the absolute transfer deed or deed of release as stated hereinabove after completion of construction and in case of failure to do so, the developer shall have all rights to maintain possession over the land and built up area and shall also have right to get the sale deed executed and registered through the process of the court at cost of the land owner and the land owner will have no objection or plea to refuse or object to the execution and registration of the sale deed.

32. The Land owner from the date of delivery of possession shall maintain his respective portions at their own cost and shall pay the maintenance cost to the maintenance society, if formed. If the maintenance society is not formed then the land owner shall pay a

monthly maintenance expense of Rs. 500/- Rupees Five Hundred per flat to the developer till the date of the maintenance society is formed.

33. It is agreed between both parties that the good upkeep and maintenance society of the building known as **SAI MANI ORCHID** maintenance society of building will take a security deposit of Rs. 1,00,000/- Rupees One Lac only from all the Flat owners i.e. Flat falling into the owner's share as well as the developer. The payment of the same has to be made by the land owner as well as developer before taking possession of their share of Flats.

34. That in case of dispute and differences arising out relating to this development agreement, the same shall be settled by reference of The dispute or differences to the arbitrators appointed by both the parties under the provisions of the Indian Arbitration Act, 1940 as amended from time to time.

35. Courts of Patna shall have jurisdiction order all matters of disputes.

SCHEDULE – I

(Referred to above)

All that piece and parcel of free hold land measuring an area 3 Kathas 10 Dhurs equivalent to 4763.5 Sq.Ft. situated at **Jalalpur**, presently known as **Main Bailey Road** , Near Ranjan Path , Revenue Thana Danapur , present P.S Rupaspur in the Town and District of Patna , Thana No 22, bearing Khata No. 26 (Twenty Six) Survey Plot No 04 ,

Tauzi No.5516 within the Nizamat Nagar Palika Danapur,Sub Registration Office Danapur and District Registration Office Patna and bounded as follows

BOUNDARY

North	:	Shree Ramjivan Singh
South	:	Main Bailey Road
East	:	Shree Om Prakash Sharma
West	:	Part of Survey Plot No. 04

Cost of Land is Rs.4266000.00

ANNEXURE – I

BRIEF ARCHITECTURAL AND STRUCTURAL SPECIFICATIONS OF THE AREA

1.	FOUNDATION	:	Isolated/combined/R.C.C. piling or as per structural design.
2.	STRUCTURAL	:	R.C.C. framed structure as per Design.
3.	CIVIL WORK	:	First class brick work in cement mortar as per standard specifications.
4.	FLOORING	:	Sparking Vitrified flooring in all covered areas
5.	PLASTER	:	In cement mortar 1:6 on brick surface and 1:6 on R.C.C. surface.
6.	DOORS	:	Frames of Sakhua wood. Flush

		panel door shutter with locking arrangements and all accessories in brass fitting with safety chain locking system Main Door with both side Teak Veneer Finish.
7. WINDOWS	:	Frames of Sakhua wood & panel vijaya Sal/ Gamhar with glass fitting & steel grill with brass fittings/Alumunium Windows with Powder Coated Finish
8. TOILETS	:	White glazed vitreous Indian/European W.C. (parry-ware/Hind ware) with flushing cistern. Hot & Cold concealed water supply arrangement with C.P. fittings.
9. KITCHEN	:	Granite working top with steel sink. Tiles dado upto 2'-0" height above working top only.
10. ELECTRICAL	:	Concealed P.V.C. conduit wiring with standard electric accessories, adequate light, power points ,with Modular Switches
11.PLUMBING	:	All internal PVC. pipes shall be concealed.

12. FINISH	:	All internal walls and ceiling shall be finished with POP finish
13. LIFT	:	A centrally located Lift of Adequate Capacity of good quality.
14. STAIR Case/Corridor	:	Cota Stone/Marble Finish
15.POWER BACK UP	:	Each Flats/shops/offices will be provided 500 Watt of Power Load

NOTE : The above specifications are subject to such variations, additions, alterations and modifications, as may be decided by the developers/architects and in the overall interest of the project.

SAI KRIPA REAL ESTATE PVT. LTD.

DIRECTOR

SALIENT FEATURES OF FLATS AND SHOPS AND OFFICES

1. Common T.V. antenna and central video transmission with Master antenna in drawing room.24 hours water supply from own tube well and overhead tank.
3. Standby generator for common services, water supply, lift and common lighting.
4. Telephone point (not connection) in drawing room.
5. Intercom facility from each flat to security.
6. Concealed electrification with copper conductors using PVC conduits.
7. Provision of fire fighting systems.
8. Rolling shutters shall be provided in all the shops.

Any extra work from standard specifications as scheduled in Annexure - 1 of this indenture , will have to be paid by the owner to the developer on actual charge.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF WITNESSES BELOW:-

WITNESSES

1. विजय कुमार
S/o श्री रामेश्वर केसरी
बेलुआ गांव, दानापुर कैंट
पटना 28-1-11

2. Manoj Kumar
S/o Sri Brijnath Pr.
Saguna, Dainapur
Patna.
28-1-'11

Rama Shankar Ram
SIGNATURE OF LAND OWNER
28/1/11

Rama Shankar Ram
28/1/11



SIGNATURE OF DEVELOPER
Shailendra Singh





DRAFTED BY:-
Udai Kumar Singh
28/1/2011
Deed writer Dainapur Patna
Lic. No. 47/11

Serial No.- 1361

Deed No.- 1082

बिहार सरकार

अवर निबंधन कार्यालय, दानापुर

दिनांक 09/02/2011 को Rama Shankar Sharma द्वारा यह दस्तावेज निबंधन हेतु उपस्थापित किया गया । इसमें रु० 336820/- मुद्रांक शुल्क एवं रु० 1095/- निबंधन तथा अन्य शुल्क का भुगतान किया गया । दस्तावेज ग्राह्य पाया गया । जिन लेख्यकारियों ने मेरे समक्ष इसका स्वीकार किया उनके तथा उनके पहचानकर्ता के नाम, फोटो, अंगुलियों के निशान एवं हस्ताक्षर पीछे अंकित हैं ।इसे दस्तावेज सं0 1082 के रूप में पुस्तक सं0 1 की जिल्द सं0 18 के पृष्ठ सं0 441 से 472 तक CD 3 में आज निबंधित एवं कुल 32 पृष्ठों में संधारित किया गया ।

ह०

(Nitish Kumar)

निबंधन पदाधिकारी

Date 09/02/2011

DEVELOPMENT AGREEMENT

This indenture is made and executed on this 5th day of the month of January in the Christian era of Two Thousand Eleven.

BETWEEN

अवर निबंधन कार्यालय दानापुर (पटना)

आज दिनांक 7/1/2010 श्री / श्रीमती [illegible] पुत्र
पिता / पति श्री [illegible] ग्राम / मुहल्ला [illegible]
थाना [illegible] शहर [illegible] जिला [illegible]
ने अपने निवास स्थान पर दस्तावेज निबंधन हेतु दस्तावेज उपस्थापित किया।

निबंधन पदाधिकारी

Sub-Registry Office, Danapur

Entry No. 10 Token No. 31 Year 2011

Fee Paid for Visit / Commission

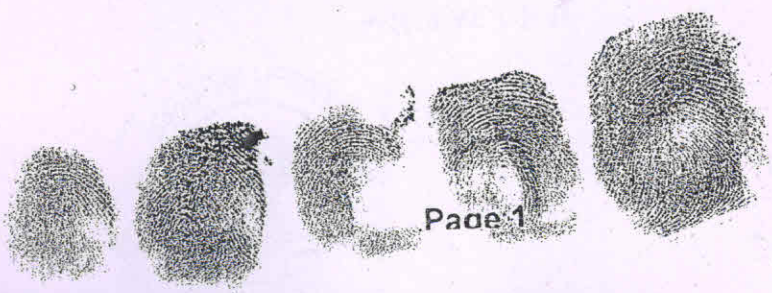
J1- 750 K1a- 0
K1b- 0
K1c- 0 Total- 750

Registering Officer

Date: 02/07/2011



Tanu Shankar Sharma
07-02-11



अंदर मो0---------- शब्दों में (रू0----------) मात्र

पंचम प्रति

(बैंक हेतु)

(5)

बिहार सरकार

निबंधन विभाग

गैर मानक

दस्तावेजों के निबंधन के लिए जमा किये जाने वाले स्टाम्प शुल्क/निबंधन शुल्क एवं भूस्वामी के निबंध शुल्क के भुगतान के लिए बैंक चालान

1. पक्षकार का नाम /पता साई कृपा रियल स्टेट प्रा० लि० (जिसकी ओर से जमा किया जा रहा है) रघुनाथ कम्पलेक्स टेम्पो बोरिंग कैनाल रोड पटना

2. दस्तावेज का प्रकार---------- विकास सहकार नामा

3. निबंधन कार्यालय---------- हनुमान

4. बैंक का नाम एवं शाखा---------- S.B.I. हनुमान

5. भुगतान की जानेवाली राशी का विवरण :

भुगतान का मद एवं शीर्ष	रकम	कुल रकम
स्टाम्प शुल्क-मुख्य शीर्ष -0030-स्टाम्प एवं पंजीकरण-उप-मुख्य शीर्ष 02-स्टाम्प गैर न्यायिक लघु शीर्ष -103- दस्तावेजों पर स्टाम्प शुल्क लगाना उप शीर्ष 0001 सकल प्राप्तियाँ प्राथमिक इकाई -75 49 सकल प्राप्तियाँ विपत्र कोड -R0030021030001, A/c No.-10963226587	3,36820	3,36820
निबंधन शुल्क-मुख्य शीर्ष -0030-स्टाम्प एवं पंजीकरण शुल्क उप मुख्य शीर्ष -03 पंजीकरण शुल्क, लघु शीर्ष -104- दस्तावेजों का पंजीकरण शुल्क-उप शीर्ष -0001, प्राथमिक इकाई 75 49 सकल प्राप्तियाँ विपत्र कोड - R0030031040001, A/c No.-10963226576	295	295
भूस्वामी शुल्क-मुख्य शीर्ष -0029- भू राजस्व लघु शीर्ष -800- अन्य प्राप्तियाँ-उप शीर्ष -0006- अन्य मदें - प्राथमिक इकाई -75 49 भूमि निबंधन शुल्क से आय विपत्र कोड- R0029008000006, A/c No.-10963226598		

भुगतान का माध्यम : नगद/ चेक/ ड्राफ्ट कुल योग 3,37,115

कुल राशि शब्दों में तीन लाख सैंतीस हजार एक सौ पन्द्रह मात्र

स्थान---------- हनुमान

तारीख----------

* चेक/ड्राफ्ट का विवरण पीठ पर अंकित कर दें।

* चेक/ड्राफ्ट की राशि अन्तरित होने के पश्चात ही मान्य होगी

SAI KRIPA REAL ESTATE PVT. LTD.

जमाकर्त्ता का नाम एवं हस्ताक्षर

DIRECTOR

FOR USE OF THE BANK

स्क्रॉल नं0 ----------तारीख ----------उपर्युक्त कालम संख्या 05 में दिये गए विवरण के अनुसार रू0 ----------/ शब्दों में---------- रूपये प्राप्त किया

प्राधिकृत पदाधिकारी का हस्ताक्षर एवं मुहर

निबंधन हेतु सर्विस चार्ज * जमा करने का विवरण

एस्को लेखा सं0 : A/c No. 30978446198

जमा करने की तिथि :

बैंक स्क्रॉल सं0: ---------- 750

* (दस्तावेज के पृष्ठ की संख्या+2)X रू0 25/- 337115

337865

बैंक की प्राप्ति एवं मुहर

SRI RAMA SHANKAR SHARMA son of Sri Ramayan Sharma , resident of vill. Bahadapa , P.O. Sirisia Via Rivilganj , P.S. Rivilganj , District Saran - PIN Code - 841315 , at present in the campus of Assam Timber,Bailey Road, P.S. Rupaspur , P.O. Danapur , District Patna , in the State of Bihar , hereinafter referred to as the **LAND OWNER** , (which expressions shall unless it be repugnant to the context or meaning thereto mean and include his heirs, administrators, executors, assignees, legal representatives and successors in interest) of the **FIRST PART.**

C. Rama Shankar Sharma
5-9-2011

AND

SAI KRIPA REAL ESTATE PVT. LTD., a company incorporated under the Company's Act, 1956 and having its Registered office at Mitra Compound West Boring Canal Road, Town and District-Patna, in the state of Bihar, through its Director **SRI SHAILENDRA SINGH**, Son of Late Sri Awadhesh Kumar Singh, Resident of Mitra Compound, off- East Boring Canal Road, P.S. Budha Colony, District- Patna, Indian Citizen hereinafter called and referred to as the **"DEVELOPER"** (which expression shall unless it be repugnant to the context or meaning thereof means and includes its administrators, legal representatives, nominee(s), assignees and successor in interest) of the **SECOND PART.**

WHEREAS the Land owner First Party has acquired and purchased an area measuring 15 Kathas under Survey Plot No. 04 out of his joint family fund through Deed of Absolute Sale duly executed on 15-07-1987 from Smt. Bhagywati Kundra wife of Dr. J.C. Kundra which has

been registered in Book No. I , Vol. No. 5 for 1990 , Page No. 225 to 233 Deed No. 4120 of 1987 at the office of Sub Registrar , Danapur. And since date of purchase the Land owner alongwith his father Sri Ramayan Sharma and four brothers namely Sri Radha Shankar Sharma , Sri Jai Prakash Sharma and Sri Om Prakash Sharma became joint-owner of the property purchased by him and they joint inherit all the right , title and interest over the property fully mentioned in col. No. 5 alongwith other properties without any hindrances or interruption from any quarter whatsoever.

Rama Shankar Sharma
5.2.2011

AND WHEREAS Sri Ramayan Sharma filed a Title Partition Suit in the year of 1997 before Sub Judge I, Patna City to declared the individual share of all the family members of family bearing its Title Partition Suit No. 168 of 1997 which had been compromised between the parties and accordingly the property measuring an area 5 Kathas on West was allotted to Vendor and measuring an area 5 Kathas has been allotted to Sri Radha Shankar Sharma and an area measuring 5 Kathas has been allotted to Sri Om Prakash Sharma in said compromise of Title Partition No. 168 of 1997.

AND WHEREAS after some time on 07-12-2009 all the family members in view to make a family settlement again partitioned their entire family properties by way of Family Arrangement among themselves and according to said Family Arrangement entire land of mauja Jalalpur at Main Bailey Road has been divided into two shares and had been allotted to Sri Rama Shankar Sharma , the land owner , measuring an area 7 Kathas 10 Dhurs on West and an area measuring

7 Kathas 10 Dhurs has been allotted to Sri Om Prakash Sharma on the west and Sri Ramayan Sharma and Jai Prakash Sharma and Sri Radha Shankar Sharma became the owner of properties situated at Patna City and they have no concern with the properties situated at Jalalpur on main Bailey Road.

AND WHEREAS Sri Om Prakash Sharma being the owner and in exclusive possession of his share in the said property measuring an area 7 Kathaa 10 Dhurs has sold the property fully mentioned in schedule I to the First Party /land owner in two Deeds bearing No. 984 and 1002 on 40-02-2011 and 05-02-2011 and the First Party after execution of aforesaid sale deed became the owner of the property fully mentioned in col. No. 5 without any hindrances and interruptions from any quarter whatsoever.

Ramraj Shankar Sharma 5.2.11

AND WHEREAS the land owner covenants that the aforesaid land is his exclusive property with absolute right, title, and interest and the same is free from all encumbrance, debts, liens, charges, and attachments and is in marketable condition and owner has right, full power and absolute authority and title to transfer the whole or part of the aforesaid scheduled land.

अवर निबंधन कार्यालय

AND WHEREAS the land owner further covenants that the property is in his exclusive possession. The vacant portion of the property will be handed over to the developer simultaneously with the execution of this agreement and the portion in possession of the land owner which is being used for his business & residential purposes will be handed over for development up to last day of February 2011.

Ram Sharan Sharma
5.2.2011

AND WHEREAS the owner was interested in getting multistoreyed building/complex developed and constructed through a developer on the scheduled land and to acquire built up area in the shape of Shops Offices, flats, parking space and other tenement areas as consideration in exchange for the full and final value of the scheduled land and was in search of a developer who could develop the aforesaid land on the reasonable term and conditions.

AND WHEREAS the aforesaid developer offered to construct at its own cost the multistoreyed building/complex on land of the land owner mentioned in schedule I hereunder written hereinafter referred to as the building and to give 50% of built up area out of total built up area of the building to be constructed against land owned by the aforesaid owner as per the specification detailed in ANNEXURE I and a sum of Rs. 77,00,000/- **Rupees Seventy Seven Lac only** hereinafter referred to as the owner's area towards full, final and adequate consideration for the value of property and remaining 50% of the aforesaid land which shall be conveyed by the land owner in favor of the developer and/or its nominee or nominees including a



cooperative society hereinafter referred to as the Developer's area for its prospective buyers who may form an association of buyers or a new co-operative housing society for the purpose of buying and owning flats in the said building whichever is found most suitable by the developer and to retain the remaining built up area of the building with proportionate right over the land.

Ram Shankar Sharma
5.2.2011

That certain terms and conditions were agreed between the land owner and the developer with regard to the transfer of the said land by the land owner to the developer and the construction of the said buildings by the developer and the disposal of the habitable area and parking spaces or any other tenements therein. The parties hereto are desirous of recording into writing the terms of such agreement as hereunder.

NOW THIS DEED WITNESSTH AND IS HEREBY AGREED AND DECLARED BY AND BETWEEN PARTIES HERETO AS FOLLOWS:

1. The land owner above named have agreed to appoint the aforesaid developer as the developer of the aforesaid land and grant to the developer, who hereby accept from the land owner the right to develop the aforesaid land more fully detailed schedule I hereunder written in the manner and on the terms, conditions and stipulations hereinafter appearing.

2. The land owner simultaneously with execution of this indenture has granted physical possession of the vacant portion of the scheduled land to the developer and has entrusted the right to develop

उपर सिंचन कार्यालय
तानापुर

the scheduled land by way of constructing thereon multistoreyed building/s comprising of Shops, Offices, flats, car parking space and any other tenements area and to allot and sell the same to its prospective buyers to the exclusion of the land owner's area.

3. The land owner undertakes that the area in his occupation which is being used for his business & residential purposes will be handed over for development up to last day of February 2011 to the developer. The land owner has agreed to pay compensation @ Rs 1,00,000/- Rupees One Lac per day in case of his failure to deliver vacant and peaceful possession of the land under his occupation to the Developer

4. That the aforesaid developer offered to construct at its own cost the multistoreyed building/complex on the scheduled land of the owners hereinafter referred to as the building. The developer has agreed to give 50% of built up area of the building to be constructed to aforesaid land owner as per the specification detailed in **ANNEXURE I** , and a sum of **Rs. 77,00,000/- Rupees Seventy Seven Lac only** as non refundable amount , hereinafter referred to as the **owner's area** towards full, final and adequate consideration for the value of property and remaining 50% of built up area of the building shall be in the exclusive share of Developer and/or its nominee or nominees including a cooperative society hereinafter referred to as the Developer's area.

Provided that the Land owner has taken a loan a sum or Rs.

Chamel Shanker Sharma
5-2-2011

65,00,000/- Rupees Sixty Five Lac only from State Bank of India , C.B. Dak Bungalow Road Branch , Patna , which has been paid by the Developer in the Loan Account of land owner and balance Rs. 12,00,000/- Rupees Twelve Lac only is being paid to the Land Owner , First Party , by developer through Cheque No. 148238/38/39 dated 5/02/2011 drawn on ~~HDFC Bank Ltd.~~ State Bank of India, C.K. Pur Branch Patna at the time of signature over this Deed of Development Agreement.

5. The land owner shall convey transfer and/or assign to the developers and/or its nominees free from all encumbrances the scheduled land in proportion to the percentage of developer's built up area of said multistoreyed complex towards consideration of the owner's area referred to above.

6. The developer shall proceed expeditiously with site development on the aforesaid land, preparation of building plans as per Municipal Corporation / Nizamat Nagarpalika Danapur norms and after getting the same submitted in terms of this development agreement and if needed after obtaining the signature of the land owner wherever required with declaration and affidavit etc to the Municipal Corporation /Nijamat Nagarpalika or, to the competent authority for sanction. After sanction of the plan by the competent authority the developer shall start construction and on completion of the construction the developer shall hand over the land owner's area to the land owner as consideration for the value of share of developer in the aforesaid land and building to be transferred by the land owner to

the developer or its nominee/nominees including a cooperative society. It is agreed that the developer shall get the maps passed and approved from Municipal Corporation /Nijamat Nagarpalika at the earliest at their own cost (cost of developer). Though the developer shall construct the building as per sanctioned plan and prevailing norms of the PMC/Nizamat Nagarpalika , however in case of any fine or penalty is imposed on the said buildings for any extra built up area constructed prevailing the norms of the PMC/Nizamat Nagarpalika in excess of the sanctioned plan , then the same shall be borne and paid by the parties in their ratio of sharing of built up area and the said constructed area in the shape of shops , offices , flats , parking space and other tenements whatsoever shall be shared by them in the ratio of 51% of Developer and 49% of Land Owner for 3 Kathas 10 Dhurs. In case the Land owner fail to share the fine / penalty so imposed then he will not be entitled to get share in extra built up area.

Vinay Shankar Sharma
5.2.2011

7. The allocation of the owner's as well as developer's area shall be prima facie floor wise in proportion to their respective shares in the said complex in all the floors of the said complex against the land under his share and mentioned in Schedule – I . The roof at the top of the building and the common area shall be shared by the land owner as well as developer proportionately to their proportion of share. But the land owner shall have no right to seek partition in respect of land owner's area.

8. The land owner hereby agree to sell/transfer and convey the scheduled land in proportion of percentage of the developer's area in

the said complex, to the developer or its nominee/nominees including a cooperative society which shall be deemed to be considered as full, final and adequate consideration of the land as aforesaid. The land owner, thereafter, shall have no right title or interest over the land conveyed as aforesaid and shall have only undivided proportionate right over the land to the extent of their share of constructed area The land owner shall not be entitled to claim partition or division of his share of land in any manner whatsoever. It is agreed that entire cost of transfer deed or deeds along with their registration with regard to developers share shall be born by the developer or their nominee or nominees.

9. It is further agreed and undertaken by the developer that the land owner shall have full right, title and interest over the land owner's area referred to above allotted to him as his share out of the total built up area and the Developer shall be fully entitled to enjoy the balance of above built up area either himself individually or collectively or shall be fully entitled to transfer, convey, grant or otherwise alienate or transfer his interest in any manner deemed fit by the Developer to any person, association of persons, firms, companies, body corporate, cooperative societies, government agencies etc on such term and conditions as may be decided by him individually or collectively. All cost of construction and otherwise of the aforesaid land owner's area shall be borne and paid by the developer and the developer shall have no right of dealing with the land owner's share or put any short of hindrance or obstruction whatsoever in any manner in

Seema Shamil 5.2.2011

उप निबंधन कार्यालय
दनकौर (ग्रेटर नोएडा)

independently dealing of the land owner's share except the abovementioned area.

10. That it shall take about 4 years (Four years) to complete the construction of the buildings after the plan has been sanctioned by the Municipal Corporation/Nizamat Nagarpalika and the physical possession of total property i.e free from occupation of land owner is delivered to the developer by the land owner provided that if any time is lost to the developer by such happening as is beyond the control of the developer including force majure , fire, tempest or other inevitable causes or accident etc the said period shall be deemed to be further extended accordingly.

11. The owner hereby and from the date of execution of this deed puts the developer in actual peaceful possession of the vacant portion of the said land and undertake to deliver the balance portion of the land up to last day of February 2011 to develop, plan, construct and sell the proposed multi-storeyed building and as such the possession of the developer on the aforesaid land will be deemed to be final and conclusive and only the title will pass after the execution of the registration of the sale deed or deeds of release and the owner shall be only entitled to the consideration amount in the shape of aforesaid agreed land owner's area. The land owner shall at no point of time try to disposes the developers from the said land under any event and the developer shall be deemed to be in possession of the said land and be free to do all acts, deeds and things required for development and marketing relating thereto at the developer's own cost and expenses

Rama Shankar Sharma
5-2-2011

and the developer shall be entitled for proceeding with the development work. The name of the proposed multistoried complex will be SAI MANI ORCHID.

12. The developer shall be entitled to develop the aforesaid land by constructing thereon one or more building/s comprising habitable and parking spaces and other tenements in accordance with the sanctioned building plans and to allot the developer's area in the building/s to be constructed on the said land to such person or persons the developers in its discretion think fit and to receive and realize the prices in respect of the allotment and sale of habitable area such as tenements, flats and parking spaces etc and to appropriate the same and to transfer, as and when, developed, the said land or part or parts thereof from time to time to one or even more cooperative society or bodies corporate of the purchasers of the tenements and for the purpose aforesaid mentioned. The land owner shall have no right or share in the said consideration which will be exclusively of the developer

13. That the developer shall act as an independent developer in constructing the said building/s over the scheduled land and shall keep the land owner indemnified from and against all third parties claims arising out of any act or omission against the development in or relating to construction of the said building.

14. The land owner hereby authorize the developer to do, if required, all acts, deeds, matter, things and in particulars subject to

5.2.2011

other provisions of this agreement with regard to the development of the building ,but shall not be entitled to act against the interest of the land owner .

(i) To have the plans of the proposed building/buildings to be constructed on the aforesaid land prepared/amended as per the sole discretion of the developer and to look into interest of in consultation with the in accordance with rules & regulations of the concerned authorities and to submit and said or amended plans to the Municipal Corporation/Competent authorities with the application for the approval and sanction and to do and sign all writings and undertaking as may be necessary in connection with the approval and sanction of such plans. However, if desired by developer/competent authority, the owner also agreed to sign all the necessary plans, specifications, declarations, affidavits and other legal and statutory papers for getting the plan of the building/s sanctioned by the Municipal Corporation/Competent authorities.

(ii) To appoint architect, surveyors, engineers and contractors and other person or persons.

(iii) To make applications to the concerned authorities for obtaining electrical connections and permits or quotas for cement, steel and other controlled building materials.

(iv) To accept service of any writ, summons or other legal process or notice and to appear and represent the owner in any court or before

Rama Kanwal Sharma
1.2.2011

any Magistrate, Judicial Tribunal and other tribunals in connection with the development of said property and to commence or file suits actions or other proceedings in any court or before any public officer or tribunal relating to the development of the said land or part or parts thereof and for any of the purposes aforesaid to sign, execute and deliver or file necessary vakalatnama, claims, plaint, written statement, applications, affidavits, petitions and other documents, paper and writings. The land owner however shall have right to have information and give appropriate suggestion to the developer with regard to the same.

Ram Sharan Sharma
5.2.2011

(v) To abolish and remove the existing building/structures, if any, on the aforesaid land and to clear the debris to construct the building/buildings thereon.

(vi) To enter into agreements for sale of or otherwise, allot flats and tenements in the aforesaid building/buildings to the purchasers in respect of the developers area however sale deeds will be executed only after completion of the multistoried building of the land owner's portion.

(vii) To mortgage the Land with Bank and/or financial institutions for obtaining loan/working capital/short term loan/finance for their aforesaid building/buildings which shall be a charge over the developer's share only and shall have no concern with the land owner's share at all and in any case and also to obtain loan for purchaser of flats etc as the said developer will decide at their sole



discretion. The developer further affirms and undertakes that all moneys obtained as loan by pledging, hypothecating or mortgaging the aforesaid land of his share or creating charge on the aforesaid land shall be exclusively invested for the development of the said land only and such moneys shall not be diverted or invested in any other project work or purpose of the developer and shall be repaid by the developer alone and the land owner shall have no concern with them and the money so received by the developer shall be realized from their exclusive share.

(viii) To transfer the developer's area in the said property or part or parts thereof from time to time to individual purchaser or one or more proposed cooperative societies or bodies corporate or association of persons to be formed of the purchaser of flats and tenements in the aforesaid building and to execute and get registered the necessary and appropriate deed of conveyance/transfer for their part of share only.

(ix) To transfer the said property and the flats, tenements and/or other habitable areas and parking space etc in the building/s to be constructed on the aforesaid land and to receive and appropriate to their own account the sale price in respect thereof only up to the share of developer.

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

Rama Shankar Sharma
5.2.2011

15. The developer shall be entitled to allot and sell the developer's area of the building to be constructed on the said land and realise the sale proceeds thereof for development and construction of the building and for their own use.

16. Whenever required by the developer, the land owner will join as the confirming party in any agreement that the developer may enter into with any person or persons who desire to acquire flats or portions in the building. All amounts receivable under such agreement for habitable tenements and parking spaces etc shall be received by the developer for their own use and the owners shall have no share in the same. The developer shall be entitled to do such act with regard to their share only and not with regard to share of land owner.

17. Upon completion of the development work the land owner shall make and execute in favor of the developers or their nominee (s) including cooperative housing society or association or persons or a body corporate, a proper conveyance or such other deeds in writing as the developer may deem necessary for assuring or perfecting the title of the developer and/or their nominees to the aforesaid land and construction made thereon

18. On the completion of the land owner's area the Developer shall execute and /or issue allotment letters in respect of right, title and interest of the land owner on land owner's area and parking space including their undivided proportionate share and rights in the land

5-2-2011

सब रजिस्ट्रार कार्यालय

19. That the owner hereby declares:

(i) That the area of the aforesaid land is approx. ~~7~~.5 kathas equivalent to ~~4763.5~~ 1202.67.5 sq. ft. However, the actual area is subject to actual measurement in presence of both the parties.

(ii) That the property is a free hold and the owner have title to the same free from all encumbrances.

(iii) That the said land is in his exclusive possession with absolute right, title and interest and the same is free from any encumbrances, debts, liens, charges and attachments and in marketable condition and the owner, has not created any encumbrances on the said property or any part thereof by way of sale, mortgage, exchange, lease, trust, assessment, gift, right, lien, leave license , permission, rent, possession charge inheritance or any other encumbrances whatsoever.

(iv) That no notice or notification for acquisition or acquisitions under the statutes for the time being enforce has been received, served or issued affecting the said land or any part thereof and the owner is entitled to develop and/or cause to be developed the said entire land.

(v) That there is no notice or order passed by the Municipal Corporation or any other statutory body or authority for set back or either acquisition of the said property or any part thereof and there is no requisition of whatsoever nature by the municipality or other body or authority concerning or affecting the said property or any part thereof. If any such claims , demands , attachments or prohibitory

Ram Shankar Sharma
5-2-2011

orders made or issued by Taxation Authority , Revenue Authority , Municipal Authority , the same shall be settled / paid directly by owner from his own allotted share in the building.

(vi) That there are no statutory claims, demands, attachments, or prohibitory orders made or issued by the taxation authorities, revenue authorities, municipal authorities or any government or other local bodies of statutory authorities concerning or affecting the said property or any part thereof.

(vii) That there are no attachments before execution of this agreement and there are no claims, demands, suits, decrees, injunctions orders , notices, insolvency notice, petitions or adjudication order made or issued by or at the instance of any party on the aforesaid land.

(viii) That apart from the owner none else is entitled to or has any share, right, title or interest in the said property or any part thereof either as a partner or any partnership or copartner in any joint family or otherwise, and that the owner is not benamidar or trustee for any one in respect of the aforesaid land.

(ix) The owner at the time of handing over the premises in vacant possession shall clear all the electrical dues. A copy of the latest electrical bill payment receipt will be handed over to Developer.

Cama Stamps Shum
S. 2. 2011

अवर निबंधक कार्यालय

(x) The owner represents and warrants that the property fully mentioned in Schedule – I is free from all defects of title and the owner, first party , is the absolute and independent owner of the property. If the other brothers Sri Jai Prakash Sharma or Sri Radha Shankar Sharma claim in any right in future , the same shall be cleared by the owner and if any claim is made , the same shall be shared from the owner's share only.

Rama Shankar Sharma 1.2.2017

20. It is agreed between the parties that if the developer finds any undisclosed defects in the title of the land owner to the scheduled land or that the scheduled land is subject to any notice etc due to which the developer is being debared or restrained from the development work, in that event the developer shall be entitled to rescind this agreement and recover all advances given as aforesaid and the outgoing expenses incurred in constructions or in doing preparatory works along with simple interest @ 21% per annum from the date of advances/expenditure.

21. The land owner hereby irrevocably undertake not to sell ,dispose, alienate the said property or any part thereof during the currency of this agreement save and except putting the developer in possession thereof for the purpose of development pursuant to this agreement with the ultimate object of granting conveying and transferring the property as developed with proportionate land as aforesaid to the developer or person or persons nominated by the developer including a society or societies or an incorporated body or limited company as hereinabove stated and further irrevocably

निबंधन कार्यालय

undertake not to do any act, deed, matter or thing as shall be in contravention of the declarations made by him in the present clauses.

22. For the purpose of verifying the correctness of the declaration hereinabove made by the land owner and in particular and declarations made above regarding the absolute title of the said land being marketable and free from all encumbrances and also his undertaking not to encumber the said property or otherwise alienate or dispose or deal with the same or any part thereof save and except as hereinabove provided, that the developer shall be entitled to retain all necessary original documents of title relating to the land for the purpose of the verification as aforesaid including investigation of the owner's title to the property. The land owner undertake to hand over all such relevant papers in original immediately. In case the agreement is rescind as provided in clause 20 herein above the original title deeds shall be returned to the land owner by the developer

23. The development of the said land shall be for and on account of the developer and neither the land owner nor any other person or persons claiming through the land owner shall have any right or interest in the development of the said land. The developer shall develop the said land in its own name and at their own cost and shall alone be responsible for the development of the said land without any interference on the part of the owner or their nominee or nominees in their interest

Ramu Shankar Gupta
5. 2. 2011

अवर निबंधन कार्यालय
सासाराम

24. All the outgoings in respect of the aforesaid land from the date of physical possession to be given to the developer hereunder shall be borne and paid by the developer who, however, shall not be liable for any of the outgoings of the aforesaid land relating to the period prior to such possession, which shall be the liability of the owner alone.

25. That the land owner also undertakes that if because of any defect of title of the land owner or because of any act omission or commission on the part of land owner there shall be any delay or obstruction in development/construction work than the period fixed for completion of the construction by the developer shall be automatically deemed to have been extended accordingly.

26. That as the land owner will receive the consideration for the scheduled land and existing building, if any, in the shape of built up area agreed as aforesaid, the land owner shall at no time demand any further habitable area, tenements or parking space etc whatsoever, premium or have any interest in further dealings regarding the sale of developers share of built up area.

27. That this agreement shall not ever be deemed to constitute a partnership of any sort between the parties hereto.

28. The land owner shall hold the land owner's area on the same terms and conditions as the buyer of other portions of the building according to the standard agreement/**BYE LAWS** of the **ASSOCIATION** that may be finalized by the developers. The land

5-2-2011

owner and his assignees, nominees, heirs and purchasers shall become member of the aforesaid association or cooperative housing society whichever is found suitable by developer and formed by them and the land owner as well as their nominees/ assigns/ heirs/ purchasers/ respective agents/ servants/ licensees shall abide by the rules and regulations of the bye-laws of the association or cooperative housing society. They shall pay common utilities maintenance charges as per prevailing norm and be entitled to use all common facilities in the building complex intended for the utilization of the occupants to all for such utilization. The land owner will also be entitled for equitable undivided proportionate share in land as per law and the land owner or the nominee/s will not be entitled to ask for partition of land owner's area in the said complex. The land owner or their nominee, the developer or its nominee/s will jointly use the common spaces of the said multistoreyed complex without having any exclusive right of any of them on any portion of such common spaces.

29. It is agreed that after the execution of these present the developer or their nominee/s including a cooperative society shall be entitled to construct godowns and put up signboards and hoardings on the said land and if desired, fence the entire premises according to their requirements

30. It is agreed that in all transfers/conveyance of land and/or built up area, the purchaser/transferee shall bear the cost of stamp duty, court fees and other registration charges.

Ram Sagar Sharma
7-2-2011

उप निबंधन कार्यालय
नागपुर

31. The land owner will be bound to execute and register the sale deed or the absolute transfer deed or deed of release as stated hereinabove after completion of construction and in case of failure to do so, the developer shall have all rights to maintain possession over the land and built up area and shall also have right to get the sale deed executed and registered through the process of the court at cost of the land owner and the land owner will have no objection or plea to refuse or object to the execution and registration of the sale deed.

Rama Shankar Rama
S. D. 2011

32. The Land owner from the date of delivery of possession shall maintain his respective portions at their own cost and shall pay the maintenance cost to the maintenance society, if formed. If the maintenance society is not formed then the land owner shall pay a monthly maintenance expense of Rs. 500/- Rupees Five Hundred per flat to the developer till the date of the maintenance society is formed.

33. It is agreed between both parties that the good upkeep and maintenance society of the building known as **SAI MANI ORCHID** maintenance society of building will take a security deposit of Rs. 1,00,000/- Rupees One Lac only from all the Flat owners i.e. Flat falling into the owner's share as well as the developer. The payment of the same has to be made by the land owner as well as developer before taking possession of their share of Flats.

34. That ~~in case of~~ dispute and differences arising out relating to this development agreement, the same shall be settled by reference of

The dispute or differences to the arbitrators appointed by both the parties under the provisions of the Indian Arbitration Act, 1940 as amended from time to time.

35. Courts of Patna shall have jurisdiction order all matters of disputes.

SCHEDULE – I

(Referred to above)

All that piece and parcel of free hold land measuring an area 7 Kathas 10 Dhurs equivalent to 10207.5 Sq.Ft. situated at **Jalalpur**, presently known as **Main Bailey Road , Near Ranjan Path** , Revenue Thana Danapur , present P.S Rupaspur in the Town and District of Patna , Thana No 22, bearing Khata No. 26 (Twenty Six) Survey Plot No 04 , Tauzi No.5516 within the Nizamat Nagar Palika Danapur,Sub Registration Office Danapur and District Registration Office Patna and bounded as follows

BOUNDARY

North	:	Shree Ramjivan Singh
South	:	Main Bailey Road
East	:	~~Shree Om Prakash Sharma~~
West	:	Part of Survey Plot No. 04

Total Value of the property according to minimum value fixed by Govt. is Rs. 91,41,000/- Rupees Ninety One Lac Forty One Thousand only.

ANNEXURE – I

BRIEF ARCHITECTURAL AND STRUCTURAL SPECIFICATIONS OF THE AREA

1.	FOUNDATION	:	Isolated/combined/R.C.C. piling or as per structural design.
2.	STRUCTURAL	:	R.C.C. framed structure as per Design.
3.	CIVIL WORK	:	First class brick work in cement mortar as per standard specifications.
4.	FLOORING	:	Sparking Vitrified flooring in all covered areas
5.	PLASTER	:	In cement mortar 1:6 on brick surface and 1:6 on R.C.C. surface.
6.	DOORS	:	Frames of Sakhua wood, Flush panel door shutter with locking arrangements and all accessories in brass fitting with safety chain locking system Main Door with both side Teak Veneer Finish.
7.	WINDOWS	:	Frames of Sakhua wood & panel vijaya Sal/ Gamhar with glass fitting & steel grill with brass fittings/Alumunium Windows with Powder Coated Finish

Rama Shankar Sharma
5.2.2011

उत्तर नियंत्रण कार्यालय
दानापुर (पटना)

8.	TOILETS	:	White glazed vitreous Indian/European W.C. (parry-ware/Hind ware) with flushing cistern. Hot & Cold concealed water supply arrangement with C.P. fittings.
9.	KITCHEN	:	Granite working top with steel sink. Tiles dado upto 2'-0" height above working top only.
10.	ELECTRICAL	:	Concealed P.V.C. conduit wiring with standard electric accessories, adequate light, power points ,with Modular Switches
11.	PLUMBING	:	All internal PVC. pipes shall be concealed.
12.	FINISH	:	All internal walls and ceiling shall be finished with POP finish
13.	LIFT	:	A centrally located Lift of Adequate Capacity of good quality.
14.	STAIR Case/Corridor	:	Cota Stone/Marble Finish
15.	POWER BACK UP	:	Each Flats/shops/offices will be provided 500 Watt of Power Load

Rama Shankar Sharma
5-2-2011



NOTE : The above specifications are subject to such variations, additions, alterations and modifications, as may be decided by the developers/architects and in the overall interest of the project.

Ram Shankar Sam
5-2-2011

SALIENT FEATURES OF FLATS AND SHOPS AND OFFICES

1. Common T.V. antenna and central video transmission with Master antenna in drawing room.
2. 24 hours water supply from own tube well and overhead tank.
3. Standby generator for common services, water supply, lift and common lighting.
4. Telephone point (not connection) in drawing room.
5. Intercom facility from each flat to security.
6. Concealed electrification with copper conductors using PVC conduits.
7. Provision of fire fighting systems.
8. Rolling shutters shall be provided in all the shops.

Any extra work from standard specifications as scheduled in Annexure - 1 of this indenture , will have to be paid by the owner to the developer on actual charge.

अवर निबंधन अधिकारी
दानापुर

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF WITNESSES BELOW:-

WITNESSES

Rama Shankar Sharma
5-2-2011
SIGNATURE OF LAND OWNER

1. [illegible]
S/o श्री रामेश्वर शर्मा
सरुला मोड़, जयपुर
दिनांक 5-2-11

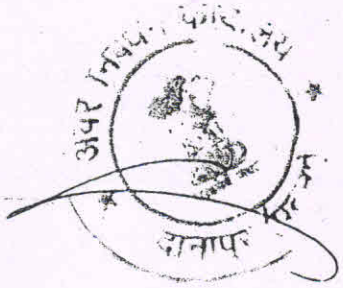
2. [illegible] SIGNATURE OF DEVELOPER
[illegible]
[illegible]
[illegible]
[illegible]
5-2-011

Shailendra Singh
5/2/2011





DRAFTED BY:-
Ravindra Kumar
Morialghat
Jaunpur Tahsil
दि॰ नं॰ -236/02



Endorsement of Certificate of Admissibility (Rule - 35)

Admissible under Rule 21 : duly stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I-A, No. 05. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act Rs. 336820

Addl. Stamp duty paid under RDA/Municipal Act Rs.

(Paid Rs. 0/- *by N.J. Stamp Paper and* Rs. 337915/- *through Bank Challan.)*

FEE PAID												Total Fee
	A1	0	C	0	H1b	0	Ka1	0	Lii	0	LLR	0
	A8	0	D	0	H2	0	K1b	0	Liii	0	Proc. Fee	0
	A9	0	DD	0	I	0	K1c	0	Mb	0		
	A10	0	E	250	J1	0	K2	0	Na	45		
	B	0	H1a	0	J2	0	Li	0	Scan	800		

1095

Registering Officer

Danapur

Date : *09/02/2011*

Endorsement of Certificate of Registration under section 60

Registered in Book 1 of DSRO/ SRO Danapur having 32 pages, in the volume CD-3 and document no. of which is printed on the First Page of the document.

Registering Officer

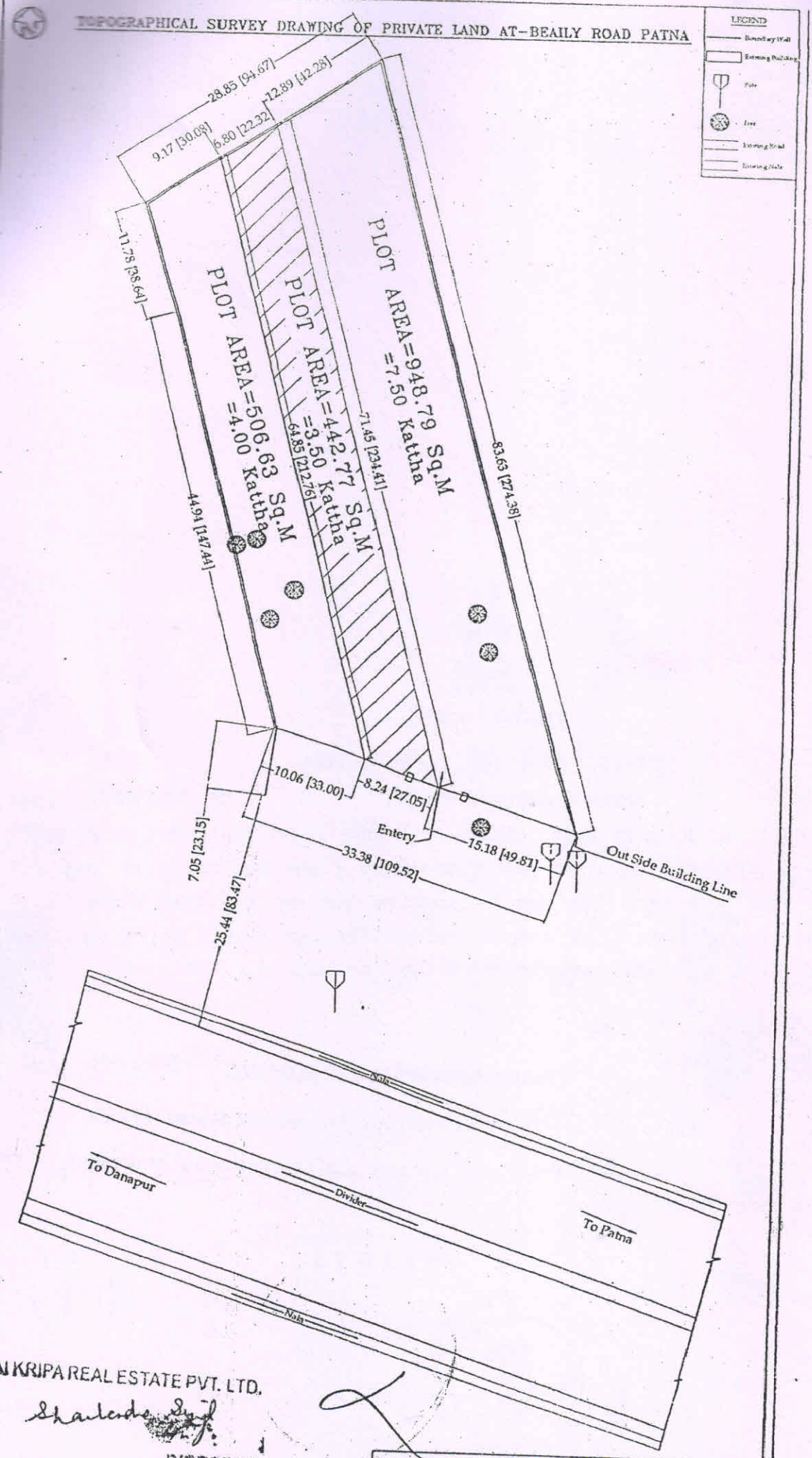
Danapur

Date : *09/02/2011*

Token No. 1356 Year - 2011 Sl.No. 1361 SCORE Ver. 2.0 Deed No. 1082 NIC-Bil

Deed No - 1082

TOPOGRAPHICAL SURVEY DRAWING OF PRIVATE LAND AT-BEAILY ROAD PATNA



SAI KRIPA REAL ESTATE PVT. LTD.

Shailendra Singh

DIRECTOR

Survey By -Shubham Consultants
West Boring Canal Road,Patna Ph-9431422455

Sch. XIV—F. No. 180V. विo गo प्रेस, गया।

रसीद मालगुजारी। फरद मालकी/फरद रैयती।

ग्राम सर्कल। नाम मौजा मय नाम रैयत मय वल्दियत जमाबन्दी
थाना वो थाना नम्बर। वो सकुनत। नम्बर।

दागपुरा / २२	अलीगंज	साहु कुंवा	विशाल डिस्टेट	

4387 15.3.12 लगान 16 फौरेस्ट 4

जराजी नगदी | अराजी भावली | तफसील हिसाब लगान भावली।

54	प्रा० मि० किसी कृषाउड पोल्ट

चौत का सालाना मांग मय तफसील (बकाया वो हाल) मौजूदी साल का।

2011-12 मांग बाबत	सालाना	बकाया				हाल
		तीन वर्ष से ज्यादा।	३रा वर्ष।	२रा वर्ष।	१ला वर्ष।	
मालगुजारी (नगदी)	4.00					4.00
मालगुजारी (भावली)	1.00					1.00
सेस ...	2.00					2.00
*सूद ...	2.00					2.00
मुतफरकात ...	0.80					0.80
मीजान	9.80					9.80

तफसील अदायकारी।

2011-12 अदायकारी बाबत।	बकाया				मोतावल हाल।	फाजिल
	तीन वर्ष से ज्यादा।	३रा वर्ष।	२रा वर्ष।	१ला वर्ष।		
मालगुजारी (नकदी)					4.00	
मालगुजारी (भावली)					1.00	
सेस ...					2.00	
*सूद ...					2.00	
मुतफरकात ...					0.80	
मीजान अदायकारी					9.80	9.80

(१) मीजान कुल (लफ्जों में)—

(२) नाम देहिन्दा

(३) कुल बकाया—

कलक्टर दो हजार बारह अगस्त तहसील कुलिन्दा

*जात महाल का बकाया मालगुजारी पर (जिसका देना बकाया पर दिन पर कि डाक्यूमेन्ट लिखी हो) सूद नहीं लिया जाता है।

WITHOUT PREJUDICE

कलक्टरेट 1174/8 | 10 | 11 | 2-4-11

आदेश–पत्रक
(देखें अभिलेख हस्तक 1941 का नियम 129)

आदेश पत्रक ता0.....तक
जिला .....सन् 200 – 200
केस का प्रकार दा0 खा0 वाद सं0 1176 सन् 10-11

आदेश की क्रम संख्या और तारीख	आदेश और पदाधिकारी का हस्ताक्षर	आदेश पर की गई कारवाई के बारे मे टिप्पणी तारीख सहित

7/3/11

श्री साई कृपा रियल इस्टेट प्रा० लि० निम्न अधिकृत वेस्ट पोलिंग बेनाल रोड पत्ना

पिता/पति डा० स्व० श्री बीरेन्द्र सिंह पिता स्व० अवध कुमार सिंह

ग्राम0.....थाना.....जिला.....

ने निम्नलिखित जमीन का नामंकन हेतु आवेदन पत्र दिया है।

जिसे वसीका सं0 762 दिनांक 29/11/11 द्वारा इन्होने

श्री रामाशंकर शर्मा

वल्द श्री रामायण शर्मा

ग्राम0 पहदपा थाना दिघवारा जिला सारण

से क्रय किया है।

जमीन का विवरण

मौजा	थाना सं0	तौजी सं0	खाता सं0	खेसरा सं0	रकबा
जलालपुर	22	26	4	54 (पार्ट)	

CAO/1133/26.4.11

हल्का कर्मचारी एवं अंचल निरीक्षक से जॉच प्रतिवेदन की मांग करें। अभिलेख दिनांक 16/3/11 .....को उपस्थापित करें।

अंचल अधिकारी

16/3/11

रा0 कर्म0 एवं अंचल निरीक्षक से आवेदित जमीन के सम्बंध मे स्थानीय तौर पर और राजस्व अभिलेखों से जॉच कराई गई। उन्होनें प्रतिवेदित किया है कि जमीन –

(1) रैयती है।
(2) आवेदक के पूर्ण दखल में है।
(3) जमाबन्दी .....के नाम से कायम है।



आदेश की कम संख्या और तारीख	आदेश और पदाधिकारी का हस्ताक्षर	टिप्प
	(4) यह जमीन गरमजरूआ आम एवं खास नही है। यह जमीन भूहदबन्दी के अर्न्तगत नही है। मूल जमाबन्दी रैयत /आम नोटिश निर्गत करें। अभिलेख दिनांक 16/12/11 को उपस्थापित करें। अंचल अधिकारी	
18/3/11	मूल जामाबन्दी रैयत को निर्गत नोटिष /आम ईष्तेहार का तामिला प्राप्त है। मामिला प्रतिवेदन देखा। कोई आपति प्राप्त नहीं हुआ है। आवेदित भूमि केता के दखल कब्जा में है। अतः सूचना/रा0 कर्म0 एवं अंचल निरीक्षक के जॉचं प्रतिवेदन के आधार पर राजस्व संग्रहण के हित में बंदोबारा/ उतराधिकारी /दान पत्र /बिकय –पत्र दाखिल खारीज करने की ..... की जाती है। शुद्धी पत्र निर्गत करें। लेखापति एवं संषोधित दानापुर अंचल अधिकारी	

दाखिल खारिज–प्रतिवेदन

केस नम्बर – 1176 साल – 2011 हल्का नम्बर – 8 अंचल–दानापुर
मु० मे जमीन रकबा – राजस्व थाना नम्बर – 22 जिला–पटना
जरशमन – प्राप्त का जरिया – दस्ती
केबाला – 762 तिथि – 29/07/2011

जमाबंदी रैयत का नाम	खाता	प्लौट	रकबा	लगान	जमाबंदी नम्बर 1075
श्री रामाशंकर शर्मा पिता- श्री रामाधर शर्मा	26	4	5.11	5.00	अं० का० दानापुर आवेदक के आवेदन पत्र का जाँच किया कोशिका प्रकाशी II में रिमार्क किया/ पंजी II में विक्रेता का नाम दर्ज है जमीन लेना के उचित कब्जा है दो जमीन हैसली है/
बचा हुआ रकबा					अं० आ० महाकर्षण सूचना निर्देश का अनुपस्थिति को कोई आपत्ति नहीं होने दाखिल खारीज की सिफारिश की जा सकती है

Cal 0/1133/11

नया जमाबंदी रैयत	खाता	प्लौट	रकबा	लगान
श्री साई कृपा रीयल इस्टेट प्रा० लि० निदा कुमाउज वेल्ट कौशा कैनाल रोड पटना डाइरेक्टर- श्री मनोज सिंह पिता- स्व० अवध कुमार सिंह	26	4	5.4 धनहर	5.00

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