Book No. :- 1 Deed No. 419

Ta... No. 471 Circle:-:Patna

Deed No. 419

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Govt. of Bihar

District Registry Office ,Patna

Summary of Endorsement

This document was presented for registration on 20/01/2015 by Anjani Kumari Dubey (Agent)
A stamp duty of Rs. 927520/- and other fees of Rs. 22000/- has been paid in it.
The document was found admissible. The names, photographs and fingerprints and signatures of the executants, and their identifier, who have admitted execution before me, are affixed on the reverse page.
The document has been registered as deed no. 419 in Book No. 1, Volume No. 10 on pages from 409 to 448 and has been preserved in total 40 pages in C.D. No. 2 / Year 2015

Signature with Date
(Prashant Kumar)
Registering Officer, Patna

Token No: 495 /2015

Date: 20/01/2015

SCORE 3.0

Kavita Devi 20/1/15 Partner

M/S DISHA CONSTRUCTION

Anjani Kumari Dubey 20 January 2015

DEVELOPMENT AGREEMENT

*This development agreement is made and entered into on this 20th day of Jan.... Two Thousand Fifteen ("**Development Agreement**").*

BETWEEN

(I) SRI ANIL KUMAR DUBEY, *Son of Dr. Ram Ran Bijay Prasad Dubey, currently residing at 334, 15th Street # 2, Brooklyn, New York, 11215,USA, a citizen of the United States of America and whose address for correspondence in India is: c/o Dr. S. K Pandey, Ram Sakhi Bhawan, Dr. B. Bhattacharya Path, Patel Nagar, Patna-800023.*

District Registry Office, Patna

Token Number 495 | Reg. Year 2015 | Serial Number 471 | Deed Number 419

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Kavita Devi (Partner)						
Sig.	Kavita Devi 20/11/15						
Claimant	Santosh Kumar Jha (Partners)						
Sig.	Santosh Kumar Jha 20/11/15						
Executant	Ajy Kumar Dubey (Prin)	N/A	N/A	N/A	N/A	N/A	N/A
Sig.							
Executant	Anil Kumar Dubey (Prin)	N/A	N/A	N/A	N/A	N/A	N/A
Sig.							
Executant	Anjani Kumari Dubey (Agent)	N/A	N/A	N/A	N/A	N/A	N/A
Sig.							
Presented By	Anjani Kumari Dubey (Agent)						
Sig.	Anjani Kumari Dubey January 20, 2015						
Identified By	Atul [illegible]						
Sig.	Atul Kumar Pandey 20.1.2015						

Anjani Kumari Dubey

January 20, 2015

-(II) **SRI AJAY KUMAR DUBEY,** Son of Dr. Ram Ran Bijay Prasad Dubey, currently residing at 713 Stratford Lane, Coppell, Texas 75019, USA, a citizen of the United States of America and whose address for correspondence in India is: c/o Dr. S. K Pandey, Ram Sakhi Bhawan, Dr. B. Bhattacharya Path, Patel Nagar, Patna-800023. Represented by their duly constituted attorney, **SMT. ANJANI KUMARI DUBEY,** Daughter of Dr. Ram Ran Bijay Prasad Dubey, a Person of Indian Origin, and currently residing at 61 Saxon Woods Road, Scarsdale, New York 10583,USA and whose address for correspondence in India is: c/o Dr. S. K Pandey, Ram Sakhi Bhawan, Dr. B. Bhattacharya Path, Patel Nagar, Patna-800023, acting through a Kailash Prasad, Assistant Consular Officer, Consulate General of India, New York, USANC No.-1461914, Dated-28.11.2014 and Davor Sovic Andrich, Through Notary Public, State of New York, Qualified in Westchester County Reg. No.-01S06213470, Dated-28.11.2014. The persons named at (I) and (II) above are hereinafter collectively called and/or referred to as the "**LAND OWNERS**" which expression unless repugnant to the context, shall mean and include their heirs, executors, administrators, legal representatives, attorneys, assigns, and successors-in-interest of the **FIRST PART**.

AND

M/S DISHA CONSTRUCTIONS, a partnership firm registered under the Indian Partnership Act, 1932, bearing Registration No.361 of 2009, and having its principal place of business at Flat No.104, Kapleshwari Apartment, Sahdeo Path Patel Nagar, P.S. and P.O.-Shastri Nagar, District-Patna, in the State of Bihar, duly represented through its **PARTNERS,** namely, **(1) SRI SANTOSH KUMAR JHA,** Son of Sri Padmanand Jha, Resident of Flat No.104, Kapleshwari Apartment, Sahdeo Path, Patel Nagar, P.S. and P.O.-Shastri Nagar, Town and District-Patna-800023, and **(2) SMT. KAVITA DEVI,** Wife of Sri Manoj Kumar Jha, Residents of Flat No.104, Kapleshwari Apartment, Sahdeo Path, Patel Nagar, P.S. and P.O.-Shastri Nagar, Town and District-Patna-800023, in the State of Bihar, Hereinafter called or referred to as the "**DEVELOPER**", which expression unless repugnant to the subject

Kavita Devi
Partner

Santosh Kumar Jha
Partner

or context, shall be deemed to include their executors, administrators, legal representatives and/or assigns of the **SECOND PART.**

PAN.-AAGFD 4926 L.

WHEREAS, the **LAND OWNERS** are the absolute owners of the land area admeasuring **approximately 19,054 square feet (Nineteen Thousand Fifty Four Square Feet) approximately 43.75 Decimals/approximately 14 Kathas,** situated at Branch Road of **Mohalla-Patel Nagar(Patna M.V.R. Serial No.-068, Zone-3, Year-2014),** Mauza-Mainpura, old P.S.-Digha, Present P.S.-Shastri Nagar, District-Patna, in the State of Bihar, bearing Thana No.**2**, as more fully described in **Schedule-A** of this Development Agreement (the "**Land**").

WHEREAS, the LAND OWNERS are the absolute owners of the Land, and enjoy peaceful, physical possession over the same and they have all legal rights, title and lawful possession over the said Land. The Land was purchased by the **LAND OWNERS**, from (i) Sri Deep Narayan Sinha, Son of Late Ram Govind Singh, (ii) Sri Jamuna Prasad Singh, Son of Late Ram Charitra Singh (iii) Sri Janak Singh, Son of Late Soharai Singh, All Residents of Mauza-Punaichak, P.S.-Gardanibagh, Town and District-Patna, and (iv) Sri Ramprith Singh, Son of Late Kunji Lal Singh, Resident of Boring Road, P.S.-Kotwali, Town and District-Patna, in the State of Bihar, **by virtue of a Registered Sale Deed,** bearing Deed No.**10816**, Book No.**01**, Volume No.**50**, Page No.**253** to **262,** Registered at District Registration Office, Patna on **25.01.1974.** Thereafter, the LAND OWNERS came into actual, peaceful physical possession over the Land as its absolute owners. The LAND OWNERS have obtained mutation in their respective names for the Land in the land records office at Serista, State of Bihar. The Land Rent Receipt is being issued in the names of the LAND OWNERS, vide Jamabandi No.**342** and the Land Rent is being paid to the Circle Officer, Patna Sadar.

M/S DISHA CONSTRUCTION
Kavita Devi
20/11/15

M/S DISHA CONSTRUCTION
Authorised Signatory
20/11/15

AND WHEREAS the LAND OWNERS are interested in getting the Land developed by undertaking the construction of a multi-storied residential complex on the Land.

AND WHEREAS the LAND OWNERS decided to have the Land developed through a reputed and experienced developer, and having been approached by the DEVELOPER and the DEVELOPER is desirous of carrying out the development of the Land for the LAND OWNERS. The LAND OWNERS have represented to the DEVELOPER that the LAND OWNERS are the absolute owners of the Land and the same is in theirpeaceful possession and the Land is free from all encumbrances, liens, charges, attachments, litigations, whatsoever, that there is no notice of requisition or acquisition from the government authority or authorities in respect to the Land and the LAND OWNERS have the right of transfer and convey the whole or part of the Land. After negotiation between the LAND OWNERS and the DEVELOPER, the LAND OWNERS are agreeable to enter into an agreement for development of the Land with the DEVELOPER, for the purpose of developing and construction of a multi-storeyed residential complex on the Land. The DEVELOPER has represented that it is legally competent, has the necessary experience andis further agreeable to take up the development and construction of the multi-storied residential complex on the Land, in accordancewith the terms and conditions of this Development Agreement.

WHEREAS after due negotiations between the aforesaid parties, the DEVELOPER has agreed to undertake the development of the Land and has assured and guaranteed the LAND OWNERS, that itshall develop the Land without putting the LAND OWNERS to any loss or damage and shall also indemnify and hold harmless the LAND OWNERS, at all times, upon the execution of this Development Agreement in accordance with the terms and conditions contained herein.

M/S DIGHA CONSTRUCTION
Kavita Devi
20/1/15
Partner

Aryan Kumari Dubey
20/01/15

Jyoti Kumari

WHEREAS the LAND OWNERS have assured the DEVELOPER that the Land is free from all kinds of claim or claims and demand or demands whatsoever, and in the event the DEVELOPER is deprived of whole and any part thereof either due to any prior claims and / or demands, relating to a period prior to the execution of this Development Agreement, theLAND OWNERSshall be responsible for such demands or to rectify such claims.

AND WHEREAS IT IS FURTHER REPRESENTED AND DECLARED BY THE LAND OWNERS:-

That the Land is under their exclusive possession with right title and interest, free from all encumbrances, to transfer and convey the whole or part of the Land having a fully marketable title thereby.

That the LAND OWNERS have not created any encumbrance on the Land or any part thereof by way of sale, mortgage, exchange, leave, trust, assignment, lease and license, permission, rent, possession, charges, or any other encumbrances whatsoever.

That no notice or notification for requisition under any statute presently in force, have been received, served, or passed by the Patna Regional Development Authority, Patna Municipal Corporation, Income Tax Department or any other Government authority for acquisition or requisition of the Land or any part thereof.

That there are no attachments, either before or after Judgment and there are no claim, demands, suits, decrees, injunctions, orders, lispendens, notice, petitions, or adjudication orders, affecting the Land or any part thereof.

That apart from the LAND OWNERS, none else is entitled to or has any share, right, title and/ or interest over and in respect of the Land or any part thereof in any manner whatsoever.

Kavita devi 20/1/15 Partner

Rajni Kumari Sinha 20/1/15

Amit Kumar 20/1/15 Partner

That the LAND OWNERS have not entered with any other party any agreement for sale or development of the Land or any party thereof nor has made any arrangement with any one whatsoever regarding the Land or any part thereof.

That the LAND OWNERS are interested in getting a multi-storied building comprising of a residential complex developed and constructed on the Land through some reputed developer/s, who can develop and construct a residential building complex in the shape of flats and car parking space, etc., as contemplated in this Development Agreement.

AND WHEREAS IT IS FURTHER REPRESENTED AND DECLARED BY THE DEVELOPER:-

That the DEVELOPER has vast experience in developing lands and constructing multi-storeyed buildings and flats and after having verified the particulars of the Land, the DEVELOPER has agreed to develop and construct entirely at its own cost, the aforesaid building complex (hereinafter referred to as the '**Building**') on the Land.The LAND OWNERS and the DEVELOPER have further agreed to acquire flats, and car parking space/s in the Building as part consideration for value of proportionate portion of the Land, as set out in this Development Agreement.

That the DEVELOPER is duly qualified, competent and is compliant with all legal requirements and is not disqualified from undertaking the proposed development of the Land under this Development Agreement by any authority, law or any proceedings or claims against the DEVELOPER.

AND WHEREAS as a result of the negotiations between the LAND OWNERSand DEVELOPER as herein recorded, and being satisfied thereupon have arrived at a mutual understanding by means of this Development Agreement upon the terms and conditions hereinafter appearing.

Kavita Devi 20/1/15 Partner

Jagan Kumar Dudeja 20/01/15

Partner 20/1/15

The LAND OWNERS and the DEVELOPER may individually be referred to as a '**Party**' or collectively as the '**Parties**'.

For the purpose of this Development Agreement, the term 'Land', as defined above, shall include the Land, the proposed multi-storied building, all improvements and structures thereon and all easements, right and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.

NOW THESE PRESENTS WITNESSETH AND THE PARTIES HEREBY AGREE AS FOLLOWS: -

1. The LAND OWNERS hereby appoint the DEVELOPER as the developer for the undertaking the development and construction of the multi-storeyed building on the Land and the DEVELOPER hereby accepts from the LAND OWNERS the appointment and undertakes to develop the Building and the Land in the manner and on the terms conditions and stipulations hereinafter mentioned.

2. The DEVELOPER has measured and verified the area of the Land to his satisfaction and affirms that the same conforms to the description and particulars of the Land as provided in Schedule-A hereto.

3. Immediately upon execution of this Development Agreement, the Parties shall have the same registered before the appropriate authority, for which all costs (including all stamp duty, registration fees, posting charges, taxes, cess, etc.) shall be borne exclusively by the DEVELOPER.The DEVELOPER shall then proceed expeditiously for preparation of the development plans for the Land and thedrawings for the Building comprising of multi-storied residential complex to be constructed on the Land. The DEVELOPER affirms that the area of the LAND (as set out in Schedule A) has been measured and confirmed by the Developer.

M/S DISHA CONSTRUCTION
Ravita Devi
20/1/15
Partner

M/S DISHA CONSTRUCTION
Anjani Kumar Dubey
20/01/15
Partner

M/S DISHA CONSTRUCTION
Satish Kumar
20/1/15
Partner

4. The DEVELOPER shall obtain prior written approval of the LAND OWNERS on the final development plans of the Building before submitting the same for sanction from the Patna Municipal Corporation ("**PMC**") and/or any other relevant statutory authorities.

5. The DEVELOPER and the LAND OWNERS jointly agree that the Developer shall be responsible to construct the Building strictly as per the development plan sanctioned by the PMC ("**Building Plan**").Provided further that if any changes (whether proposed to be effected by the DEVELOPER or upon direction from the PMC or any other statutory authority) that are required to be made to the Building Plan, such changes shall be duly communicated to the LAND OWNERS and the DEVELOPER shall be required to obtain the prior written consent of the LAND OWNERS before proceeding to finalize such changes.

6. Subject to compliance of the terms and conditions of this Development Agreement by the DEVELOPER, the LAND OWNERS shall have no objection if the aforesaid Building Plans are submitted to the local authorities in the name of the LAND OWNERS and/ or any other permission or approvals are required to be obtained in their names, and shall sign all such papers that may be necessary for the same. However all fees, costs, charges and expenses, fines, duty and levies relating to, and/ or for obtaining such approvals or sanction shall be borne solely by the DEVELOPER. It is further agreed that any minor alteration or revision of the aforesaid development plans, if necessary, shall be strictly within the parameters of the applicable PMC Building Rules and Regulations, and the DEVELOPER shall obtain prior permission in writing from the LAND OWNERS before undertaking the changes.

7. The LAND OWNERS shall, after the execution of this Development Agreement allow the DEVELOPER and facilitate the DEVELOPER's staff, engineers, architects, workers, etc., to enter upon the Land so as to enable

M/S USHA CONSTRUCTION
Kavita devi
20/1/15
Partner

Anjani Kumari Devi
20/01/15

Amit Kumar
20/1/15

the DEVELOPER to carry out its obligations as contained in this Development Agreement.

8. In respect of the consideration payable by the LAND OWNERS to the DEVELOPER upon fulfilment of all obligations of the DEVELOPER under this Development Agreement to the satisfaction of the LAND OWNERS, the LAND OWNERS shall provide such consideration in them manner described in Clause 46 of this Development Agreement.

9. The DEVELOPER shall develop entirely at its own cost and deliver possession to the LAND OWNERS, a portion of the total built-up area comprising of the Building in the shape of flats and car parking space (of standard size to accommodate one medium sized sedan) on proportionate basis of the Building to be constructed on the Land by the DEVELOPER (as more fully described in 'Schedule-C' of this Development Agreement) and is hereinafter referred to as "**LAND OWNERS' AREA**". The balance portion of the Building comprising of, excluding the LAND OWNERS'AREA, and common pool area of the Building, shall be conveyed by the LAND OWNERS to the DEVELOPER and shall hereinafter be called the "**DEVELOPER'S AREA**" (as more fully described in Schedule C of this Development Agreement), to which the DEVELOPER shall be entitled, on having constructed the Building and carrying out the proposed development at its own cost and expense, within the parameters of PMC/other statutory authorities and fulfilment of its obligations under this Development Agreement to the satisfaction of the LAND OWNERS.

10. The LAND OWNERS and their heirs/successors, nominees and/or transferees shall, at all times be solely and exclusively be entitled to the LAND OWNERS'AREA and shall have absolute rights, title and interest over the LAND OWNERS' AREA and shall be fully entitled to use and enjoy the same either themselves individually or collectively and/or shall be fully entitled to transfer, convey, grant or otherwise alienate their rights, title, and/or

Kavita Devi 20/1/15 Partner

Agam Kumar Duggar 20/01/15

Partner 20/1/15

interest in the LAND OWNERS' AREA or any part thereof (including any flat(s) and/ or the car parking space in the Building), in any manner as deemed fit by them, to any person, association of persons, firm, body corporate, co-operative societies, agencies, etc., andon such terms and conditions as may be decided by the LAND OWNERS, individually or collectively.

11. The development of the Land and the Building thereon will be completed by the DEVELOPER within a period of **three years and six months** (excluding the six months grace period) from the date of sanction of building plan by the PMCor thedate of handing over the vacant possession of the Land, whichever is later ("**Development Period**"). An additional6 (six) months time will be given to the DEVELOPER, on expiry of the Development Period to complete any pending construction and to procure the occupancy certificate / permission from PMC, with a penalty of Rs. 50/- (Rupees Fifty only) per square footper month, which shall be payable to the LAND OWNERS immediately. After the lapse of the, following the Development Period, and the6 (six) monthsperiod with penalty, this Development Agreement may be terminated at the sole discretion of the LAND OWNERS. In the event of such termination, the DEVELOPER shall cease to have any rights under this agreement and shall not be entitled to the DEVELOPER'S AREA and/ or any other consideration / compensation from the LAND OWNERS and the LAND OWNERS shall be entitled to take immediate possession of the entire Land and have the development completed at their own discretion.Provided that the Development Period for the Building shall exclude any time due to a force major event and such happenings as are beyond the control of the DEVELOPER such as earthquakes, floods and any suchother Act of God.

12. On completion of the Building and on having obtained requisite statutory clearances from PMC and other statutory authorities for occupation of the Building, the DEVELOPER shall give written notice to the LAND OWNERS to

Kavita Devi 20/1/15

Anjani Kumar Dubey 20/01/15

Sruthi Kumar 20/1/15

take possession of the LAND OWNERS'AREA. The DEVELOPER undertakes and assures the LAND OWNERS that it will not handover the possession of any portion of the DEVELOPER'S AREA to any of the allottees,prior to the handover of the LAND OWNERS' AREA to the LAND OWNERS, complete in all respects and fit for occupation, to the satisfaction of the LAND OWNERS.

13. The LAND OWNERS shall at no time demand any further sum or premium (subject to the DEVELOPER carrying out the development as contemplated in this Development Agreement to the satisfaction of the LAND OWNERS, within the stipulated time), in any deal regarding the sale of DEVELOPER'S AREA and the LAND OWNERS will, if necessary, execute documents as maybe required by the DEVELOPER in this regard.However, allstamp duties, registration fee, levies, cess, duties, taxes and all expenses, including those towards such registration shall be borne exclusively by DEVELOPERS/purchasers only. The DEVELOPER undertakes to keep the LAND OWNERS fully indemnified in this regard.

14. This Development Agreement shall not ever be deemed to constitute a partnership of any sort between the Parties hereto.

15. From the date of delivery of possession of the LAND OWNER'S AREA to the LAND OWNERS to their satisfaction and upon their consent confirming the same in writing, the DEVELOPER shall be entitled to possession of the DEVELOPER'S AREA.

16. The LAND OWNERS, from the date of this Development Agreement shall grant permission to the DEVELOPER to enter upon the Land and to take up and proceed with the planning,construction and development of the Land and the Building in terms of this Development Agreement:This license granted to the DEVELOPER by the LAND OWNERS shall be license as contemplated in

M/S DISHA CONSTRUCTION
Kavita devi
29/1/15
Partner

M/S DISHA CONSTRUCTION
Ajay Kumar Gupta
20/1/15
Partner

Section 60 (b) of the Indian Easements Act, 1882 and shall be co-terminus with this Development Agreement.

17. It is agreed that any agreement or arrangement made or insured into at any time by the LAND OWNERS and DEVELOPER in breach of or violation of the terms and conditions of this Development Agreement shall be null and void.

18. The LAND OWNERS hereby undertake not to sell / dispose, disperse or alienate, charge, encumbrance, lease, or otherwise transfer the Landor any part thereof, during the currency of the Development Agreement and undertake not to do any acts, deeds, matters, or things as shall be in breach of the terms of this Development Agreement save and accept putting the said DEVELOPER there on for the purpose of development pursuant the Development Agreement. Notwithstanding the aforesaid, in the event the proposed transferee / purchaser undertake to comply with and be bound by the provisions of this Development Agreement, the LAND OWNERS may undertake transfer in favour of such person(s) or party.

19. The DEVELOPER shall develop the Land and the Building thereon, entirely at their own account and at their own cost and be solely responsible for the development of the Land, and neither the LAND OWNERS nor any person(s) claiming through the LAND OWNERS, shall not interfere in the development of the Land or the Building, except in relation to the LAND OWNERS area. However the LAND OWNERS and their representatives shall have a right to oversee that the development work is carried out in accordance with the terms of this Development Agreement, and in compliance with all other statutory requirements, and to further enforce or get enforced the same.

20. After the execution this Development Agreement, the DEVELOPER shall be fully entitled to do all such acts, deeds and things required for

M/S [illegible] CONSTRUCTION
Kavita Devi
20/1/15 Partner

M/S [illegible] CONSTRUCTION
Partner
20/1/15

development and construction of the Building at the DEVELOPER's own cost and expenses in terms of this Development Agreement. The DEVELOPER shall procure any further permissions, licenses or approvals from any statutory authority at its own expense and shall undertake to purchase all requisite insurance policies necessary for the proposed development, including insurance policies for any labour and workers employed by the DEVELOPER; and the DEVELOPER shall ensure strict compliance with all applicable laws (in particular, all labour protection and welfare laws) and shall be solely liable to ensure strict compliance at all times during the development. Provided further that the DEVELOPER shall obtain a customary insurance, which shall always be kept valid and current for the construction phase for the Building. The DEVELOPER shall keep the LAND OWNERS indemnified from all proceedings, claims and liabilities in this regard.

21. The DEVELOPER shall be entitled to develop the Land by constructing there on the Building, consisting of flats, car parking space (of standard size to accommodate one medium sized sedanand other tenements, in accordance with the building plan approved by the LAND OWNERS and sanctioned by the PMC, as stated herein above.

22. The DEVELOPER shall be entitled to enter into agreement(s) for sale or to allot flats and parking space in the DEVELOPER'S AREA in the Building, excluding the common pool areas and built-up area forming part of the LAND OWNERS' AREA. Whenever required by the DEVELOPER, the LAND OWNERS will join as confirming party in such agreement, sale deed, deed of allotment, etc., for the development and construction of the Building and for sale of the DEVELOPER'S AREA, for which all expenses shall be borne solely by the DEVELOPER. However, subject to this Development Agreement, the DEVELOPER will exclusively be entitled to realise all amounts receivable under such agreements, sale deeds, deed of allotment, etc., from the purchasers of the DEVELOPER'S AREA only.

M/S T.S.R. CONSTRUCTION
Kavita devi
20/1/15 Partner

M/S T.S.R. CONSTRUCTION
Kamaxi Seelagy
20/01/15

M/S T.S.R. CONSTRUCTION
Gajanan
20/1/15

23. Similarly, the LAND OWNERS shall be fully entitled to enter into agreement for sale or otherwise allot flats and/or parking space in the LANDOWNERS' AREA in the Building and any part which does not form part of the DEVELOPER'S AREA. Whenever required by the LAND OWNER the DEVELOPER will join as confirming party to all such instruments required to be executed for such purposes. The LAND OWNERS shall exclusively be entitled to realise all amount receivable under such agreement sale deed, deeds, allotment, etc., from the purchasers of the LAND OWNERS' area.

24. The LAND OWNERS agree and authorize the DEVELOPER to obtain necessary sanctions, permissions and approvals from PMC/ concerned Governmental authorities in their name and on their behalf, so that no hindrance or obstruction is caused to the DEVELOPER in carrying out and discharging its obligations under this Agreement and to do all such acts and/or things that may be necessary for the development, planning and construction of the Building within the Development Period. It is however expressively agreed and understood between the Parties that the aforesaid authorization shall be governed by the provisions of this Development Agreement and shall be co-terminus herewith.

25. That DEVELOPER will not do any act of commission or omission expressly, or impliedly, directly or indirectly by which the LAND OWNERS right title and interest over the said Land may, in any manner, be adversely affected. THE DEVELOPER shall hold harmless and keep the LAND OWNERS fully indemnified in this regard at all times, up to the fulfilment of its obligations under this Development Agreement.

26. The DEVELOPER shall indemnify and hold harmless the LAND OWNERS and keep them fully indemnified at all times in respect of all claims, damages, compensation or expenses, levies or any legal proceeding arising out of or in context of the aforesaid and/ or claims payable in consequence of any injury or accident and/or death sustained by any workman, artisan or other person,

Kavita Devi
20/1/15
Partner

Arjun Kumar Aulegy
20/01/15

Partner

whether in the employment of the DEVELOPER or not, while in or upon the said Land, during the period of construction of the Building thereon, and with respect to the quality of construction of the Building, for which the all risks, costs and expenses (as mentioned above) shall be covered exclusively by the DEVELOPER.

27. The DEVELOPER shall not undertake any change in the plans or deviate from compliance of the approved development plans for the Land and/ or the Building without the prior written consent of the LAND OWNERS.

28. The LAND OWNERS and the DEVELOPER agree that at any time in the future, due to relaxation in the applicable building bye-laws, if it is possible to construct any extra built-up area beyond the area mentioned in this Development Agreement, the same shall be distributed between the LAND OWNERS and the DEVELOPER in the proportion of their respective shares mentioned herein. In case any construction is undertaken on the terrace the same will also be divided in the same manner/ratio as provided in this Development Agreement.

29. The LAND OWNERS will provide to the DEVELOPER and/or their duly authorized attorney, all original title deeds document and papers relating to the said Land for complete examination of the LAND OWNERS title thereto, and the DEVELOPERS shall forthwith return the same immediately upon completion of such verification to the LAND OWNERS.

30. In any event of outstanding debts or defects in respect of the title of the Land arising prior to this Development Agreement, and attributable to the LAND OWNERS, without prejudice forgoing declarations, the LAND OWNERS will undertake to remove /rectify such defects, relating to the title of the Land.

Kavita Devi 20/1/15 Partner

Sanjay Kumar 20/1/15

M/S DIGNA CONSTRUCTION Partner

31. All out going taxes and expenses including municipal taxes and any other charges in respect to the Land shall be borne and paid by the LAND OWNERS till the date of execution of this Development Agreement and the handing over of possession of the Land to the Developer and thereafter the same shall be borne and paid exclusively by the DEVELOPER, till the delivery of possession of the LAND OWNERS' AREA to the LAND OWNERS.

32. After delivery of possession of the LAND OWNERS' AREA to the LAND OWNERS, all taxes, dues and expenses in respect of the Land and the Building there on, shall be borne and paid by the LAND OWNERS and the DEVELOPER in proportion of their respective share in the total built up area.

33. The DEVELOPER assures the LAND OWNERS that the specification and quality of the material to be used for its construction shall be good/ better than the typical standards/those prescribed by the PMC and workmanship shall be of good quality, free from all defects and best suited to the project of this magnitude and shall be uniform for the construction of the whole Building project, as more fully described in **Schedule-B** of this Development Agreement.

34. The LAND OWNERS or their authorized agents, shall be permitted to inspect the building materials used in the construction of the Building andto ensure compliance by the DEVELOPER with respect to the quality and specification, for their satisfaction. Provided however, that such inspection by the LAND OWNERS or their agent(s) shall not be deemed to be an approval for any deviation by the DEVELOPER, unless such deviation is approved by the LAND OWNERS in writing. The DEVELOPER further undertakes to immediately repair and rectify any defects that may be discovered subsequent to the completion of the Building entirely at the DEVELOPER'S cost and expenses, and in respect of the fitting and fixtures, for up to a period of 3(three) yearsand further, with respect to the capital equipment such as elevators, etc., which cannot be reasonably repaired, the DEVELOPER shall

M/S [illegible] CONSTRUCTION
Kavita devi
20/1/15 Partner

M/S [illegible] CONSTRUCTION
Rajni Kumar Sudey
20/01/15

M/S [illegible] CONSTRUCTION
Sruthi kumar v
20/1/15 Partner

get the same replaced at the first demand by the LAND OWNERS, entirely at its own costs and to the satisfaction of the LAND OWNERS.

35. Upon delivery of possession of the LAND OWNERS' AREA to LAND OWNERS by the DEVELOPER and subject to completion of the development in all respect and in compliance terms and conditions contained herein, to the satisfaction of the LAND OWNERS, and at such time as may be mutually agreed upon, the LAND OWNERS shall execute and register conveyance (s) to the extent the undivided share of the in favour of the DEVELOPER, proportionate to the percentage of the DEVELOPER'S AREA, for which all stamp duty, expenses, registration fee, taxes and costs shall be borne solely by the DEVELOPER. In case of default by the LAND OWNERS in executing such conveyance in favour of the Developers, post the service of a registered notice to the LAND OWNERS, within 45 (forty five) days of the receipt of such notice, the DEVELOPER shall be entitled to take all steps as may be necessary for execution and registration of all such document and for this purpose.

36. The DEVELOPER shall, in consultation with the LAND OWNERS, form as deemed best and most suitable, a co-operative housing society/association of all the persons owning tenement in the Building, and the LAND OWNERS and their nominee/s shall become members of such an association formed by the LAND OWNERS or on their direction by the DEVELOPER, and shall agree to abide by the rules and regulations as the framed by such organization from time to time and they shall be bound to contribute towards the cost of formation of such organization as well as to pay the regular maintenance charges as be fixed for the maintenance and management to the entire Building.

37. The nominees of the DEVELOPER shall own and hold portions of the Building comprised in the DEVELOPER'S AREA according to the standard agreement finalized by the DEVELOPER. The LAND OWNERS and their

M/S [illegible]
Kavita Devi
20/1/15 Partner

M/S [illegible]
Arjun Kumar, Sudeep
20/01/15

M/S [illegible]
Partner
20/1/15

nominees shall be bound to hold and own portion of the LAND OWNERS'AREA in the Building on the same terms and conditions as contained in this Development Agreement.

38. The common area shall be jointly owned with equal entitlements to use all common area and facilities extended for utilization by the occupants of the Building on the same terms and conditions applicable for such utilization. The LAND OWNERS agree that if any levy is imposed by the PMC or any other public body for the better of the area / the same shall be paid by the LAND OWNERS and the DEVELOPER, in the equal proportion as their respective share, unless the same is attributable solely to a Party, in which case the entire amount shall be paid for exclusively by such Party.

39. The LAND OWNERS agree that in case of any fine or penalty being imposed on the Building for any deviation from the sanctioned plan resulting in any excess construction of the built-up area or any violation thereof, then the same shall be borne and paid solely by the DEVELOPER, unless the LAND OWNERS have, with due knowledge of the violation, have consented to such changes/deviations in writing, in which case their liability shall be proportionate to their respective share only and the balance shall be paid by the DEVELOPER.It is further agreed that all terms or/conveyance of land/built-up area, the subsequent purchaser(s)/transferee(s) shall bear the cost of stamp duty, court fee, taxes and other registration charges.

40. The DEVELOPER undertakes to comply with all applicable laws, including, without limitation, the applicable provisions of the Bihar Apartment Ownership Act 2006, and the provisions under Section 7 of the aforesaid Act.The DEVELOPER and the LAND OWNERS shall be absolute owners of their respective shares upon completion of the construction of the Building in accordance with this Development Agreement and they will be entitled to sell/transfer their respective shares. This Development Agreement is being entered into in the light of Section 7 of the Bihar Apartment Ownership Act,

Ravita Devi
20/1/15 Partner

Arjun Kumar Agarwal
20/01/15

Amit Kumar
20/1/15 Partner

2006 and the provisions of theaforesaid Act will be fully applicable to this Development Agreement.

41.That, under this Development Agreement, the DEVELOPER, is liable to do the following acts, after completion of the Building and development of the Land as mentioned in this Development Agreement , to the limited extent of the DEVELOPER'S AREA hereunder:-

A. To execute or sign an agreement for sale, deed of absolute sale or other documents for effectuating the lawful transfer of the flats/parking space failing in the share of the DEVELOPER.

B. To present or file the above documents/deeds before the registering authority for getting them registered, entirely at its own cost.

C. To engage advocate, Vakil, solicitor pertaining to the proceeding and to sign on vakalatnama, suit, plaint, written statement, etc., and to compromise the same in respect of the transferring of the properties.

D. To mortgage the DEVELOPER'S AREA in the built-up area with a financial institution for enabling the purchasers of flats, parking space, tenements etc., to obtain loan against their flats, parking space, tenements, etc.

E. To allot and sell directly the DEVELOPER'S AREA as mentioned above to its prospective buyers and shall be entitled to execute sale deed in their favour in respect of the aforesaid area and received the payments from such buyers.

42. Any claim, dispute, or controversy arising out of, or in relation to, this Development Agreement, the interpretation thereof, the activities performed here under, or the breach thereof, which cannot, within a reasonable time, be satisfactorily resolved by mutual understanding between the Parties, shall be finally settled through arbitration in terms of the provisions of the Arbitration

M/S BISHA CONSTRUCTION
Kavita Devi
20/1/15 Partner

M/S BISHA CONSTRUCTION
Ajay Kumar Sureka
20/1/15 Partner

M/S BISHA CONSTRUCTION
Sarita Kumari
20/1/15 Partner

and Conciliation Act, 1996. The Parties mutually agree that the arbitration award shall be final and binding on the Parties. Notwithstanding the aforesaid, the LAND OWNERS shall have a right to initiate proceedings before any Court in order to secure and/or enforce their rights under this DEVELOPMENT AGREEMENT and/or the LAND.

43. The building shall be named as **"Ram Niketan"**. The naming rights of the Building shall vest in the LAND OWNERS at all times.

44. That the DEVELOPER has agreed to develop the multi-storeyed Building comprising of flats, along with car parking space (of standard size to accommodate one medium sized sedan) for each flat in accordance with the Building Plan, which shall be constructed as per the sanctioned Building Plan. The corresponding share of the LAND OWNERS and the DEVELOPER on the pro-rata basis along with proportionate and undivided share with all rights title and interest in the Building and the balance remaining saleable built-up area shall be divided as more fully described in Clause 46 of this Development Agreement.

45. It is further agreed by the Parties that the LAND OWNERS shall have a first right to select the flats in the Building and shall be entitled to choose their share, i.e., the flats with car parking in any part of the constructed Building.

46. Upon completion of construction of the Building and the DEVELOPER having obtained the occupancy certificate for the Building, as contemplated in this Development Agreement, the DEVELOPER shall inform the LAND OWNERS, who shall be entitled to occupy such number of flat/flats in the Building along with a car parking space (of standard size to accommodate one medium sized sedan) for parking of vehicles for each of the flats, as set out and explained in 'Schedule-C' hereto, as per their selection, and the proportionate rights over the Land, which together shall constitute the LAND OWNERS' AREA. After taking possession of the flats/LAND OWNERS' AREA

M/S ENA CONSTRUCTION
Kavita Devi
20/1/15 Partner

Ajay Kumar Agarwal
20/1/15 Partner

Sudeep Kumar
20/01/15

in theaforesaid manner, the LAND OWNERS shall pay the DEVELOPER a sum of Rs. 25,00,000/-(Rupees Twenty Five Lakhs only) and the DEVELOPER shall be entitled to possession of the remaining flats in the Building, that will constitute the DEVELOPER'S AREA.

47. That in the event the DEVELOPER commits abreach of any terms and conditions of this Development Agreement, which is not remedied/rectified by the DEVELOPER within 30 (thirty) days from the date of receipt of the written notice sent by the LAND OWNERS as provided in the Development Agreement, and the LAND OWNERS and theirs representatives shall be entitled, as a right exercisable at their sole discretion, to cancel and terminate this Development Agreement immediately. In event of such termination, all rights and interest of the DEVELOPER in respect of the Building/Land as contemplated herein, shall be extinguished. Further, the LAND OWNERS shall have full right to deal in the Land/Building in the manner as decided by the LAND OWNERS with any other person.

48. Subject to the contents of Clause 42, the Courts at Patna shall have jurisdiction over all matter of disputes between the LAND OWNERS and the DEVELOPER. This Agreement shall be governed by the laws of India.

49. The Parties acknowledge that time is of essence to the Agreement and therefore, any delay on part of the DEVELOPER to fulfil its obligations under this Development Agreement within the time stipulated herein shall be substantial grounds for the LAND OWNERS to immediately terminate this Development Agreement and upon such termination, the DEVELOPER shall not claim or be entitled to any compensation or area in the Land and/ or the Building or any portion thereof.

50. The DEVELOPER shall maintain true and accurate accounts of all expenses incurred by the DEVELOPER with respect to the development of

M/S ANSHIKA CONSTRUCTION
Kavita Devi
20/11/15 Partner
Agami K. Sinha
20/11/15
M/S ANSHIKA CONSTRUCTION
Partner

the Land, including without limitation payment of wages to all labour engaged by the DEVELOPER and all certificates, permits, licenses and insurance obtained by the DEVELOPER for the development of the Building/Land and shall make these available to the LAND OWNERS for inspection with prior notice of 48 (forty eight) hours.

51. All notices with respect to this Development Agreement shall be in writing and shall be sent by as follows:

If addressed to the LAND OWNERS	If addressed to the DEVELOPER
Address: Ram Sakhi Bhawan, Dr. B. Bhattacharya Path, Patel Nagar, Patna-800023 Email:atulpandeyadvocate@gmail.com Attention:Mr. Atul Pandey, Advocate With a copy to: Address: 61 Saxon Woods Road, Scarsdale, NY 10583, United States of America Email: pmehtausa@yahoo.com Attention: Mrs. Anjani Dubey and Mr. Pankaj Mehta	Address: M/s Disha Constructions, Flat No.104, Kapleshwari Apartment, Sahdeo Path, Patel Nagar, P.S. and P.O.-Shastri Nagar, Town and District-Patna-800023, INDIA. Email:mkdishaconstruction7@gmail.com Attention:Mr. S.K. Jha/ Mrs. Kavita Devi

All notices shall be sent by email along with a copy by courier or speed post or registered post acknowledgement due. In the event either Party proposes to change the address provided herein above for service of notice, it may do so by providing prior written intimation to the other Party.

52. If any provision of this Development Agreement is invalid, unenforceable or prohibited by law, this Development Agreement shall be considered severable as to such provision and such provision shall be inoperative and shall not form part of the Development Agreement, and the remainder of this Development Agreement shall continue to be valid, binding and of like effect as though such provision was not included herein.

M/S DISHA CONSTRUCTION
Kavita Devi
Partner
20/11/15

M/S DISHA CONSTRUCTION
Partner

53. This Development Agreement along with all Schedules and Annexures constitutes the entire agreement and understanding between the Parties as to its subject matter and supersedes any previous understanding or agreement prior to execution of this DevelopmentAgreement.

54. The DEVELOPER undertakes to maintain due records of all expenses and statutory dues paid by the DEVELOPER and to make all payments within the stipulated time and provide records of such payments to the LAND OWNERS on request in the manner specified under Clause 50.

55. Notwithstanding anything contained in this Agreement, in event of termination, all rights and title of the LAND OWNERS to the Land shall stand restored and the provisions with respect to the specific enforcement, dispute resolution and shall continue to survive upon termination of this agreement. Provided further that in the event this Development Agreement is terminated for any reason attributable wholly to the LAND OWNERS, the LAND OWNERS liability shall be limited to the reasonable actual expenses.

56. Save and except as provided in Development this Agreement, no variation or amendment of this Development Agreement (including its annexures and schedules, if any) shall be binding on any Party unless such variation is in writing and signed by each of the Parties hereto.

57. No rights, obligations or liabilities under this Development Agreement shall be assigned by the DEVELOPER to any third party(ies) without obtaining the prior written consent of the LAND OWNERS.

58. No waiver shall be valid unless given in writing by the Party from whom such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. Neither the waiver by any Party of a breach of or a default

M/S DHAKA CONSTRUCTION
Kavita Devi
20/1/15 Partner

Rajeev Kumar, Secretary
20/01/15

Satish Kumar
20/1/15 Partner

under any of the provisions of this Development Agreement, nor the failure by any of the Parties, on one or more occasion to enforce any of the provisions of this Development Agreement or to exercise any right or privilege hereunder, be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

59. Each of the rights of the Parties hereto under this Development Agreement are independent, cumulative and without prejudice to all other rights available to them and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Development Agreement or otherwise.

60. The Parties shall bear their own costs and expenses (including legal costs and expenses) incurred in relation to the negotiation and preparation of this Development Agreement. The stamp duty, registration charges and any other related charges, fees, cost, expenses and taxes payable in respect of this Development Agreement shall be borne exclusively by the DEVELOPER.

61. This Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.

SCHEDULE- A
Schedule of the Land

All the piece and parcel of land admeasuring approximately ***19,054 square feet (Nineteen Thousand Fifty Four Square Feet)(approximately, 43.75 Decimals or 14 Kathas),*** *situated at Branch Road of* ***Mohalla-Patel Nagar (Patna M.V.R. Serial No.-068, Zone-4, Year-2013-2014),*** *Mauza-Mainpura, P.S.-Shastri Nagar, District-Patna, in the state of Bihar, bearing Thana No.* ***2****, Tauzi No.-****5563 & 5123****, Khata No.-****715, 720 & 708, 718****, Survey Part Plot No.-****1297, 1298, 1299, 1300 & 1301*** *of Patna Municipal Corporationand within the jurisdiction of the Sub Registry office and District Registration office and District of Patna and bounded as follows:-*

Ravita Devi
20/1/15
Partner

Rajan Kumar Sudeep
20/01/15

Partner

BOUNDARY:-

NORTH :- Sri Deep Narayan Sinha, Present Nirmla Devi Wife of Dinesh Prasad Yadav.

SOUTH : Sri Deep Narayan Sinha, Present Apartment of Parkash Jee.

EAST : Plot No.-1302 Smt. Lilawati Devi Wife of Anurudh Prasad Singh and Smt. Sushma Singh Wife of Jai Kishun Singh,

WEST : Branch Road.

GOVT. VALUATION OF SCHEDULE LAND

Total land measuring **19054 Sq.ft. approx i.e. 43.75 Decimals**
Situated at Branch Road of **Mohalla-Patel Nagar,**
(Patna M.V.R. Serial No.-068, Zone-3, Year-2014)
@ Rs.10,00,000/-Per Decimal i.e. **Rs.4,38,26,000/-**
and Cost of Two Flats i.e. **Rs. 25,00,000/-**
Rs.4,63,26,000/-

Rupees (Four Crors Sixty Three Lacs Twenty Six Thousand) only.

SCHEDULE- B

TECHNICAL SPECIFICATION FOR LAND OWNER'S AREA.

Type of structure	:	RCC frame structure as per computer aided design on suitable foundation.
Brickwork	:	First Class Brickwork 10" and 5" thick wall in cement mortar as per details of construction requirements and layout plan.
Internal wall finish	:	All internal walls will be r finished with lime punning (P.O.P).
External wall finish	:	All external walls shall be weather proofed painted.
Flooring	:	Tile Flooring, Skirting will be of 6"

M/S DISHA CONSTRUCTION Ravita Devi 20/1/15 Partner

M/S DISHA CONSTRUCTION Anjani K. Sweeney 20/01/15

M/S DISHA CONSTRUCTION Sputik Kumar 20/1/15 Partner

Kitchen	:	Flooring -Tile flooring. Platform - Granite top Sink - Stainless Steel sink Dado - Glazed tiles up to 2' above
Toilet	:	Flooring - Ceramic tile flooring. Dado - 6' high. One commode/Orissa pan with cistern and one washbasin in each toilet with one tap in the wash basin and one tap next to the commode/Orissa pan and hot and cold water in the bathing area. All sanitary ware will be white glazed vitreous sanitary ware and cistern will be acrylic/fiberglass in white colour.
Chowkhat	:	Wood duly painted with wood primer and 2 coats of synthetic enamel.
Doors	:	Flushed door with necessary handle, L-drop and magic eye (on main door) duly painted with 2 coats of synthetic enamel on a coat of wood primer.
Windows	:	Fully glazed Iron/Aluminium/Wood windows. Grill will be extra.
Electrical	:	All internal wiring will be in copper conductors using concealed PVC conduits. One cable TV and one telephone point (not connection) will be provided in the drawing dining area in each flat. All fitting should be of ISI mark. (Fans, tube lights and other fixtures not included.) 15-amp power point will be provided in Master bedroom and dining area for A/c or cooler or heater and also provided in each toilet and kitchen.

Ravita Devi
20/1/15 Partner

Arjun K. Agarwal
20/01/15

Partner

		Each room will have one fan point, one tube light point, one light point and one 5-amp plug point
Water Supply	:	One submersible pump operated on mains and generators to run 24 hours water supply from tube well to overhead water tank.
Lift	:	One no.
Common area lighting	:	Adequate lighting for the whole building premises with generator backup.
Terrace	:	Terrace will be duly waterproofed.
Intercom	:	EPBX point will be in the Drawing room
Electrical Connection	:	Extra cost as per requirement at the time of possession in individual allottees name.

The above technical specification may change as per the advice of the architect or consultants in due consultation with the LAND OWNERS.

In case of any changes to be done at the request of the individual flat owner it will be done at extra cost and subject to compliance with the approved Building Plan and the applicable laws.

SCHEDULE- C

SHARE DISTRIBUTION CHART

Subject to the terms and conditions of the Development Agreement the distribution of the Land and Building shall take place in the following manner:

1. Total number of flats in the proposed Building as per the sanctioned Building Plan along with a car parking space (of standard size to accommodate one medium sized sedan) for each flat. X

M/S DIVYA CONSTRUCTION
Kavita devi
20/1/15 Partner

Again K. Agarwal 20/1/15

M/S DIVYA CONSTRUCTION
Amit kumar
20/1/15 Partner

2. LAND OWNERS' AREA: 'Y' flats (along with a car parking space (of standard size to accommodate one medium sized sedan) for each flat), calculated in the following manner: Y = X/2 +2

The LAND OWNERS shall be entitled to select the flats comprising the LAND OWNERS' AREA at their discretion.

3. DEVELOPERS' AREA: '**Z**' flats (along with a car parking space (of standard size to accommodate one medium sized sedan) for each flat), calculated in the following manner: Z = X/2 - 2

Which is illustrated in the following manner:

For instance, if the total number of flats along with a car parking space (of standard size to accommodate one medium sized sedan) each in the sanctioned Building Plan, viz. 'X' = 20;

Then the LAND OWNERS' AREA, viz., 'Y', shall be = X/2+2 = 12 (flats with a car parking space (of standard size to accommodate one medium sized sedan) for each flat); and

And the DEVELOPERS' AREA, viz., Z shall be calculated as X/2-2 = 8 (flats with a car parking space (of standard size to accommodate one medium sized sedan) for each flat).

The LAND OWNERS and the DEVELOPER confirm that the aforesaid illustration correctly sets out the complete understanding between the Parties as on the date of this Development Agreement and the Parties further agree and undertake to comply with the manner of distribution of the share of each of the Parties in the Land and Building, in the manner as agreed herein.

Ravita Devi
20/1/15 Partner

Gyan Kumar Dubey
20/01/15

Partner

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

WITNESSES

1.

Atul Kumar Pandey
S/o Shantanu Kumar Pandey
Ram Sakhi Bhawan
Dr B. Bhattacharaya's Path
Patel Nagar
Patna- 800023

SIGNATURE OF THE FIRST PARTY
For And On Behalf of the Land Owners
(CONSTITUTED ATTORNEY)
Anjani Kumari Dubey
January 20, 2015

2.

krishnadeo kumar jha
S/o Rajendra Jha
At+Po- KORATHARI
Maithildola
DIST- Purnea.

SIGNATURE OF THE SECOND PARTY
(BUILDER/DEVELOPER)

(I)

M/S DISHA CONSTRUCTION
Jyotish kumar Jha
20/1/15 Partner

(II)

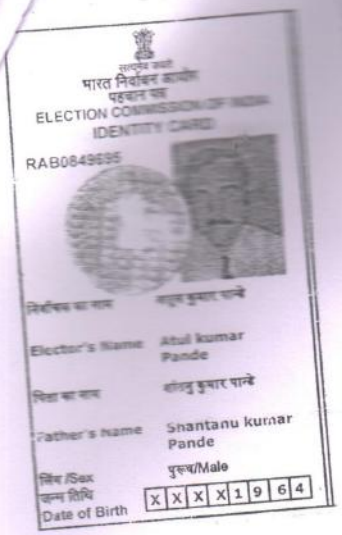
M/S DISHA CONSTRUCTION
Kavita Devi
20/1/15 Partner

This Development Agreement is drafted by me according to the directions of the land OWNERS and the Developer, and on basis of the available papers and documents –

(UDAY NARAYAN SINGH)
ADVOCATE
C.B.A, Patna

20/1/15

20/1/15


भारत निर्वाचन आयोग
पहचान पत्र
ELECTION COMMISSION OF INDIA
IDENTITY CARD

RAB0849695

निर्वाचक का नाम: अतुल कुमार पान्डे
Elector's Name: Atul kumar Pande
पिता का नाम: शांतनु कुमार पान्डे
Father's name: Shantanu kumar Pande
लिंग /Sex: पुरुष/Male
जन्म तिथि Date of Birth: X X X X 1 9 6 4

RAB0849695

पता : पश्चिमी पटेल नगर
शहर/गाँव - पटना,
अंचल - पटना सदर,
जिला - पटना, 800023

Address : West Patel Nagar
Town/Vill - Patna,
Anchal - Patna Sadar,
Distt. - Patna, 800023

दिनांक / Date : 12/8/2010

181,दीघा विधानसभा क्षेत्र के निर्वाचक रजिस्ट्रीकरण अधिकारी के हस्ताक्षर की प्रतिकृति
Facsimile Signature of Electoral Registration Officer 181.Digha. Constituency

In case of change in address mention this card no. in the relevant form for including your name in the roll at the changed address and to obtain the card with the same number.

Atul Kumar Pandey
27.1.2015

"Development Agreement" Patel Nagar.

अक्षर रू0 ..... शब्दों में रू0 .....

.....) मात्र

बसुधा पति
जिलाधिकारी, पटना

बिहार सरकार
निबंधन विभाग गैर न्यायक

दस्तावेजों के निबंधन के लिए जमा किए जाने वाले स्टाम्प शुल्क/निबंधन शुल्क एवं मूल्यांकों के निबंधन शुल्क के भुगतान के लिए बैंक चालान

1. पक्षकार का नाम/पता–M/s Disha Construction, Having its Office Flat No.-104,.. जिसकी ओर से जमा किया जा रहा है Kapleshwari Apartment, Sahdeo Path, Patna
2. दस्तावेज का प्रकार Deed of Development Agreement.....
3. निबंधन कार्यालय Patna Sadar
4. बैंक का नाम एवं शाखा S.B.I., Main Branch, Patna
5. भुगतान की जानेवाली राशि का विवरणः

क्र0 सं0	भुगतान का मद एवं शीर्ष	रकम
क	स्टाम्प शुल्क–मुख्य शीर्ष –0030–स्टाम्प एवं पंजीकरण–उप मुख्य शीर्ष 03 स्टाम्प गैर न्यायिक लघु शीर्ष–103–दस्तावेजों पर स्टाम्प शुल्क लगाइ–उप शीर्ष 0001 स्वकल प्राप्तियाँ प्राथमिक इकाई 75 49 सकल प्राप्तियाँ विपत्र कोड – 0030021030001	9,27,520/-
ख	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 – 0030031040001	21,000/-
ग	मूल्यांकों शुल्क–मुख्य शीर्ष –0029 भू राजस्व लघु शीर्ष – 800 – अन्य प्राप्तियाँ – उप शीर्ष – 0006–अन्य मदें – प्राथमिक इकाई – 75 49 भूमि निबंधन शुल्क से अन्य विपत्र कोड – 0029008000006	
	भुगतान का माध्यम : नगद/चेक/'ड्राफ्ट' कुल योग कुल राशि शब्दों में	9,48,520/-

स्थान Patna PAN.-
तारीख- 30/11/15
जमाकर्ता का नाम

चेक/ ड्राफ्ट का विवरण पीठ पर अंकित कर दें।

जमाकर्ता का हस्ताक्षर एवं हस्ताक्षर

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

FOR USE OF THE BANK

रसीद सं0 ..... तारीख .....

उपर्युक्त चालान संख्या 05 में दिए गए विवरण के अनुसार रू0 .....
शब्दों में रू0 ..... रुपया प्राप्त किया।

प्राधिकृत पदाधिकारी का हस्ताक्षर एवं मुहर

वित्तीय इयु सर्विस टाक्स जमा करने का विवरण

राशि – रू0 ..... शब्दों में .....

एसको लेखा सं0:
जमा करने की तिथि.
बैंक एसको रू0: .....

बैंक की प्राप्ति एवं मुहर

Endorsement of Certificate of Admissibility

Admissible under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I-A, No. '05'. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act **Rs. 927520/-**
Addl.Stamp duty paid under Municipal Act **Rs. 0/-**

Amt.Paid By N.J Stamp Paper **Rs. 0/-**
Amt.paid through Bank Challan **Rs. 949520/-**

Registration Fee

FEE PAID

A1	1000	C	0	H1b	0	K1a	0	Lii	0
A8	0	D	0	H2	0	K1b	0	Liii	0
A9	0	DD	0	I	0	K1c	0	Mb	0
A10	0	E	20000	J1	0	K2	0	Na	0
B	0	H1a	0	J2	0	Li	0	TOTAL-	21000

LLR + Proc Fee		Service Charge
LLR	0	1000
Proc.Fee	0	
Total	0	

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 22000

Registering Officer
Patna

Date: 20/01/2015

Endorsement under section 52

Presented for registration at Registration Office, Patna on Tuesday, 20th January 2015 by Anjani Kumari Dubey (Agent) D/O-Dr. Ram Ran Bijay Prasad Dubey by profession Others. Status - Executant

Anjani Kumari Dubey
20 January 2015

Signature/L.T.I. of Presentant **Date:20/01/2015**

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Atul Kumar Pande' age '50' Sex 'M', 'S/O-Shantanu Kumar Pande', resident of 'West Patel Nagar, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 20/01/2015

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 10 on pages on 409 -448 , for the year 2015 and stored in CD volume No. CD-2 year 2015 .The document no. is printed on the Front Page of the document.

Registering Officer
Patna

Date : 20/01/2015
Token No. : 495 **Year : 2015** **S.No. : 471** **SCORE Ver.3.0** **Deed No. : 419**