


Serial No. 7390 Deed No. 7205



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

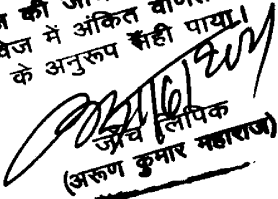
This document was presented for registration on **22/06/2021** by **Devendra Singh**
 A stamp duty of Rs. **136640/-** and other fees of Rs. **34660/-** has been paid in it.
 The document was found admissible. The names, photographs and fingerprints and signatures of the
 executants, and their identifier, who have admitted execution before me, are affixed on the reverse page.
 The document has been registered as deed no. **7205** in Book No. **1**, Volume No. **181** on pages from **334** to
351 and has been preserved in total **18** pages in C.D. No. **26 / Year 2021**


Signature with Date
(Satya Narayan Chaudhry)
 Registering Officer, Patna

Date: 22/06/2021 Token No: 4637/2021

T-4637/21

25
22.06.2021
22/06/2021

दस्तावेज की जाँच किया एवं
 दस्तावेज में अंकित वर्णित
 विवरणी के अनुरूप सही पाया।

 जेच लिपिक
 (अरुण कुमार महाराज)

FOR SHREE SHYAM INFRACON

 21/3/2021
 Partner

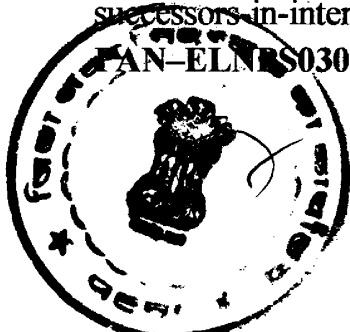
DEVELOPMENT AGREEMENT


This **DEVELOPMENT AGREEMENT** is made and entered on this **21st Day of March, 2021** (Two Thousand Twenty One) of the Christian Era.

BETWEEN

MR. DEVENDRA SINGH, Son of Late **Muneshwar Rai** alias **Mumeshwar Rai**, resident of **Changar, P.S.-Kankarbagh, P.O.-Lohia Nagar, Town and District-Patna in the State of Bihar**, hereinafter referred to as "**LAND OWNER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, successors in-interest and permitted assigns).







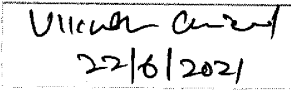






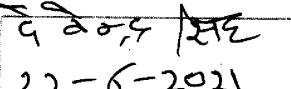
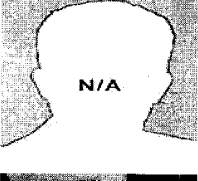




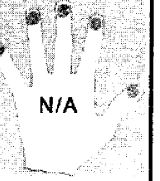
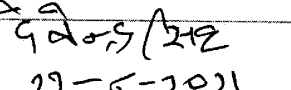


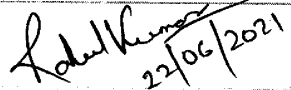
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21/3/2021

District Registry Office, Patna

Token Number 4637 Reg. Year 2021 Serial Number 7390 Deed Number 7205

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Vikash Churiwal						
Sig.	 22/6/2021						
Presented By	Devendra Singh						
Sig.	 22-6-2021						
Executant	Devendra Singh						
Sig.	 22-6-2021						
Identified By	Rahul Kumar						
Sig.	 22/06/2021						

SCORE Ver.4.0

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आदेशानुसार प्रारूपक/प्रिन्ट/विजेट का प्रयोग किया गया दिनांक 22/06/2021



प्रमाणित प्रारूपक (PDF) संकेत का प्रयोग किया गया दिनांक 22/06/2021
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देवेंद्र सिंह
 प्रमाणित प्रारूपक (PDF) संकेत का प्रयोग किया गया दिनांक 22/06/2021

गोपाल रजक
 प्रमाणित प्रारूपक (PDF) संकेत का प्रयोग किया गया दिनांक 22/06/2021
 जिला उच्च निबंधन कार्यालय
 पटना

AND

SHREE SHYAM INFRACON (PAN-ACVFS2743K), a partnership firm registered under the Indian Partnership Act, 1932, Vide Registration No. 108/2016, having its principal place of business at 401, Hem Plaza, Fraser Road, P.S.-Kotwali, Town and District-Patna in the State of Bihar, represented by its Authorized Partner **MR. VIKASH CHURIWAL (Mobile No.-9801111114)**, Son of Late Kailash Prasad Churiwal, Nationally-Indian, hereinafter referred to as the "**DEVELOPER/PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns).

RECITAL

WHEREAS, the land of the Building is the ancestral property of the land owner namely Mr. Devendra Singh. which was allotted in the share of the land owner by virtue of a Khangi Partition and since then he came in actual, physical possession as absolute owner and got his name mutated in Government records vide Bhag Bartman-28 and Pages-69 is paying ground rent to the state of Bihar through Circle office, Phulwari Sharif, Halka-Nagar Nigam and accordingly rent receipt is being issued in his name.

AND WHEREAS, aforesaid land Owner covenant that the property fully described in Schedule-I of this deed is in his exclusive and peaceful possession with absolute right, title and interest and the same is free from all encumbrances, debts, liens, charges and is not under any acquisition, requisition or proceedings or injunction and that the land Owner have clear and absolute, marketable title thereto and have rights to transfer the right and title of the same absolutely in whole, and/or in part of aforesaid land fully described in Schedule-I of this deed.

AND WHEREAS, the land Owner/first part is interested in development and construction of multistoried building on his land fully described in Schedule-I of this Deed through professional Land Developer/Promoter.

AND WHEREAS, the aforesaid Developer/Promoter is a Real Estate company having its primary objective to buy, sell, develop and deal in Land and Building including commercial and residential Apartment/Units, Landscape, Colony, Duplex, Triplex, Malls etc. and to carry on business of building/s, contractors of all types of construction for its respective Purchaser/s.

AND WHEREAS, the land Owner/first part has approached the Developer/Promoter to get the Schedule-I property developed and construct multistoried building/s at the cost and resources of the Developer/Promoter.

FOR SHREE SHYAM INFRACON

Vikas Churiwal
21/3/2021

Partner



Handwritten signature and date: 21/3/2021

Handwritten signature and date: 21/3/2021

NOW THIS DEED WITNESSETH AND IT IS HEREBY agreed and declared by and between the parties as follows:-

1. That the aforesaid Owner do hereby appoint the aforesaid Developer/Promoter as the Developer/Promoter of the Schedule-I land and irrevocably grant to the Developer/Promoter, who hereby accepts from the Owner, the exclusive right, possession and license to develop the said land fully described in the Schedule-I of this deed.

2. That this shall be the sole and absolute responsibility of Land Owner to deliver duly vacant and peaceful possession of the said property fully described in Schedule-I of this deed to the Developer/Promoter within one month of execution of this deed.

3. That the Developer/Promoter shall develop and construct multi-storeyed building complex along with parking spaces, passages, ways and other common facilities for the building complex as per the actual physical possession of the Land Owner's land fully described in Schedule-I of this Deed.

4. That the Developer/Promoter shall provide and meet the total cost of Development and construction of the building complex over the said land from its own resources or contributions by its members/purchasers and/or loan from Banks or any other Financial Institutions for which land Owner shall have no objection but the land Owner shall not be required to meet any part of the cost involved in development or construction of the project.

5. It is mutually agreed that the Developer/Promoter shall perform all the formalities to obtain permission or approval for proposed Building Plan/Map and for modifications of the Building Plans/maps from time to time in relation to the construction and other required permissions form Patna Regional Development Authority (Dissolved)/Patna Municipal Corporation/Competent Authority and/or Other Competent Authorities for the development and construction of the proposed new Building in accordance with the Agreement in their own signature on such applications, papers, writings, undertakings, appeal etc. in relation to the said property fully described in Schedule-I of this Deed and shall abide by all the rules and regulation laid down by such authorities.

FOR SHREE SHYAM INFRACON

Handwritten signature

21/3/2021

Partner

Handwritten signature
21/3/2021



Handwritten signature

6. That the Developer/Promoter shall appoint an Architect/~~Firm/Company~~ for drawing and preparing the building plans, designs, drawings and elevation of the proposed building complex to be constructed ~~on the proposed land~~ fully described in Schedule-I of this Deed. All such expenses to be incurred in preparation and sanction of building plans and fees to be paid to the said Architect, shall be borne by the Developer/Promoter. It is further agreed and settled that the Developer/Promoter shall develop the said property ensuring the construction to the maximum permissible F.A.R. ~~and/or according to Plan~~ sanctioned from P.M.C./Competent Authority.

7. That the Developer/Promoter based on its present plans and estimates and subject to all just exceptions will complete construction of the Said ~~multistoried~~ building complex within Four year Six Month ~~from the date of permission of commencement of work given by the competent authority upon sanction of map and registration of the project in RERA etc by the concerned authority or from the date of giving of clear vacant possession of the land, with a grace period of six months unless there shall be delay or failure due to Force Majeure conditions including but not limited to reasons such as acts of God i.e. fire, flood, earthquake, epidemics, lockdown, pandemic, natural disasters, riots, explosions or accidents, war, air crashes, act of terrorism, strikes or lock outs, industrial dispute, recession, plants malicious damages, order of the court/government/competent authority or due to non availability of building materials or breach of any of the terms and conditions of this Agreement by Land Owner. In such circumstance/s, reasonable time of completion shall be extended automatically along with the stipulated period.~~

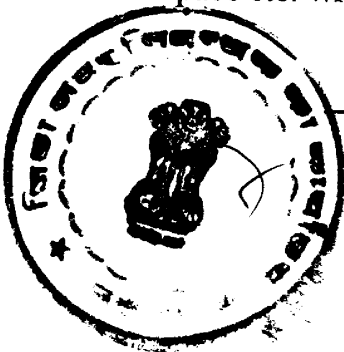
8. That the land ~~Owner/first part~~ will acquire 50% of total constructed area including car parking spaces, common space etc. with undivided proportionate share in land as per the standard specification of the company as consideration, in exchange for the full and final value of the Schedule-I land and in lieu of Development cost, the Developer/Promoter will get remaining 50% of total constructed area including car parking spaces, common space etc. ~~with undivided proportionate share in the land.~~

FOR SHREE SHYAM INFRACON

Shree Shyam Infracon
21/3/2021

Partner

Shree Shyam Infracon
21/3/2021



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9. That it is further agreed that any alteration or revision of the aforesaid plans within the parameters of Patna Regional Development Authority (Dissolved)/Patna Municipal Corporation/Competent Authority and if there is an increase in FAR after building was completed, during the period of the construction, the share of the constructed area of the Owner shall be proportionately increased in the ratio of 50:50. That after the construction of the building if the Developer/Promoter may get approval from competent authority for construction of additional floor of the building the share of the land Owner and Developer/Promoter would be in the ratio of 50:50.

10. That the Developer/Promoter shall be entitled to hold, to possess, to enjoy, to allot, sell, make agreement for sell, transfer, mortgage, loan, lease or let out etc. their 50% part on their own terms and conditions and manner to its members/buyers/persons concerned as the Developer/Promoter may deem fit and proper.

11. That similarly, the land Owner will also be entitled to hold, to possess, to enjoy, to allot, sell, make agreement for sell, transfer, mortgage, loan, lease or let out etc. his 50% part on his own terms and conditions and manner to its members/buyers/persons concerned as the land Owner may deem fit and proper.

12. That in case, there is any difference found in allotment of area in distribution of Shop, Office, flat etc., with respect to the percentage mention above, the same shall be settled as per market rate paying to another part.

13. That the Land Owner agrees and understands that if the FAR is increased beyond the current applicable FAR by the competent authority, the Developer/Promoter shall have the right of proportionate share on the additional FAR beyond the current applicable FAR. The Developer/Promoter shall have the discretion and right to utilise the additional FAR, including but not limited to constructing additional buildings or unit on roof or at other places in the Said Complex as per the approvals granted by the Competent Authorities. The Land Owner further agrees and

FOR SHREE SHYAM INFRACON

Utkarsh Chandra

21/3/2021

Partner

21/3/2021
21/3/2021



[Handwritten signature]

confirms that on such additional construction by use of additional FAR, the additional construction shall be distributed proportionately as per share distribution with the Developer/Promoter only limited to the share of their own land but their area of allocation with respect to the increased FAR shall be as per discretion of the Developer/Promoter. On such proportionate share of Developer/Promoter, it shall be their exclusive right, which the Developer/Promoter shall be entitled to dispose of in any manner it chooses without any interference from the Land Owner. The Developer/Promoter shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the Said Complex.

14. That the land Owner shall get only the proportionate share of flats/units in the proposed building complex to be constructed on the said premises.

15. That the certificate of the Architect with respect to the measurement of the constructed area, constructed area and common service area will be final and binding on both the parties.

16. That after approval of the final map from the authority concerned/final measurements etc. the aforesaid land Owner and Developer/Promoter shall execute a unregistered Deed of share distribution as per final map/final measurements etc. that shall be integral part of this development agreement and with reference to that development agreement both the parties shall be entitled to occupy and own their respective shares of Shop, Office, flat and parking area etc.

17. That during the Construction of the said building the Developer/Promoter may be required to create equitable or any legal mortgage of the Developer/Promoter portion and the construction thereon for obtaining loan for the individual purchasers of Shop, Office, flat and parking space etc.. in such event the owner shall have no objection.

FOR SHREE SHYAM INFRACON

Ujjwal Choudhary

21/3/2021

Partner

21/3/2021



Handwritten signature of the partner.

18. That the Developer/Promoter shall in order to mobilize finance and to attract prospective members/buyers display/publish the name of the proposed building complex, display signboard over the said land, publish and advertise the building project in the daily news papers and book, allot and give on Land Ownership basis the accommodation to its members/buyers on such terms and conditions as the Developer/Promoter may thinks fit and proper and receive from such buyers/members all money on account of such allotment in shape of buyers/members contribution or as loan to the allottee/buyers /members from Banks or any other financial Institutions.

19. That the land Owner have agreed to allow the Developer /Promoter as the Developer/Promoter of the land and mortgage 'only' the Developer/Promoter's/Second Part's share in the said land fully described in Schedule-I of this Deed in their own signature and to sign all the documents or wherever required for getting the loan and comply all formalities to get project loan/any type of loan from any Bank or Financial institution or others. The Developer/Promoter does not require to take further N.O.C. or consent from Land Owner/First part for mortgaging the Developer/Promoter's/Second Part's share in the said land.

20. That land Owner and Developer/Promoter have mutually agreed to pay Service tax, Municipal corporation tax or any other tax for their share of constructed area in concerned offices on their own or after getting the taxes etc. from their respective buyers.

If any concerned department demands GST, Municipal corporation tax, VAT or any other tax from first part then the second part will make payment of its proportionate share at applied rate of their part to the first part so that first part can make the necessary payment to the concerned department. Similarly,

If any department demands GST, Municipal corporation tax, VAT or any other tax from second part, the first part shall make payment its proportionate share at applied rate of their part to the second part, so that second part can make complete payment of taxes etc. to the concerned department.

FOR SHREE SHYAM INFRACON

Vinod Chandra
21/11/2021

Partner

21/11/2021
21/11/2021



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21. That the Company/Developer/Promoter shall always and forever have the right to display their name, going projects, other ongoing projects, further projects or any other matter through hoardings, sign boards, display boards for advertisements/display purpose inside the building or at any place/common places on the setback areas including boundary wall and roof top of the complex to which the commercial unit/Shop, Office, flat/other Purchasers /land Owner/building association shall have no objection in any circumstance.

22. That the Land Owner hereby ~~agree and undertake~~ that in case of any dispute or litigation ~~arises by anyone claiming~~ to be the co-sharer or contained in the Schedule-I property or claiming his/her/their right, title or interest through the Land Owner relating to the right, title ~~and interest~~ regarding the Schedule-I property, the ongoing construction and development activities shall not be stopped or affected in any manner and the same shall be matter of the Owner and the Owner ~~shall keep the~~ Developer/Promoter indemnified ~~and~~ development activities shall be free from all such hindrances so that the project may be completed in time. In case, any cost involves in such dispute shall be borne solely by the Land Owner.

23. That the Land Owner shall bear and pay all outstanding charges and ~~dues of whatsoever nature due and payable~~ to Government or Local Body in respect of the scheduled property including ground rent, property tax, water and electricity charges, Municipal dues tax and other outgoings up to the date of this agreement for all rents, taxes, etc. but any dues arises during development of the building complex for the duration of development of building complex, after delivery of vacant and peaceful possession of the Developer/Promoter's share to the Developer/Promoter will be payable by Developer/Promoter.

FOR SHREE SHYAM INFRACON

Ujjwal Chandra
21/3/2021
Partner

S. Chandra
21/3/2021



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24. The Land Owner and Developer/Promoter agrees that if any levy is imposed by the Patna Regional Development Authority (Dissolved)/Patna Municipal Corporation/P.W.D. or any other Government or Local body for the development/betterment of the area in which the said developed building is located or any other levy become applicable on the said developed building thereon then the same shall be borne and paid jointly by the Developer/Promoter and Land Owner, in proportion of their respective share/area distribution, as mentioned above.

25. That the land Owner hereby irrevocably undertake not to sell/make agreement to sell, dispose off, alienate with or to let out or create any charge over the said property or any part thereof to any person or body corporate, save and except, putting the Developer/Promoter in exclusive possession thereof for the purpose of development pursuant to this agreement with the ultimate object of granting, conveying and transferring the said property to the Developer/Promoter and/or the Developer/Promoter's nominees and the land Owner further irrevocably undertake not to do any act, Deeds, matters or things as shall be in contravention of the undertaking, stipulations and the declarations made by them in these presents.

26. The land Owner hereby declares:-

- a. That the area of the said property is mentioned in Schedule-I of this deed.
- b. That there is no notice or order passed by the Patna Regional Development Authority (Dissolved)/Patna Municipal Corporation/Competent Authority or and other body or authority for set back thereof and there is no acquisition whatsoever nature by the Municipality or other body or authority relating to the said property or of any part thereof.
- c. That there are no statutory claims, demands, attachments or prohibitory orders made by the Taxation Authorities/Revenue authorities or any Government or other local bodies or authorities concerning or relating to the said property or any part thereof.

FOR SHREE SHYAM INFRACON

[Signature]

21/3/2021

Patiner

[Signature]

21/3/2021



[Handwritten signature]

e. That there is no subsisting agreement or arrangement in respect of the said property with any other Developer/Promoter or any person/persons.

f. That there is no notice or case pending before any Court or before any Magistrate regarding the said property. And If the Developer/Promoter finds any dispute at any time before/after this agreement regarding the said property, the Developer/Promoter shall be entitles to revoke this agreement and realise the all expenses along with interest @ Bank rate per annum from the land Owner.

g. That except the land Owner none else is entitled to or has any share, right, title and interest in the said property and the land Owner is not benamidar or trustee for any one in respect of the said property.

h. That there are no any dues against the said property to any Govt./Dept. or any local bodies.

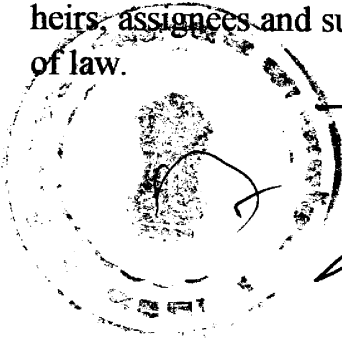
i. If any dispute arises regarding the title of the property under this contract, the land Owner will bear all the cost in defending the title and the Land Owner will indemnify the Developer/Promoter from any losses due to same.

j. That the Land Owner declares and assures the Developer /Promoter that the Schedule-I property is free from all kinds of encumbrances such as prior Sale, Gift, Mortgage, Will, Trust, Exchange, Lease, legal flaws, claims, prior Agreement to Sell, Loan, Surety, Security, lien, court injunction, litigation, stay order, notices, charges, family or religious dispute, acquisition, attachment in the decree of any court, hypothecation, Income Tax or Wealth Tax attachment or any other registered or unregistered encumbrances whatsoever, and if it is ever proved otherwise, or if the whole or any part of the said property is ever taken away or goes out from the possession of the Developer/Promoter on account of any legal defect in the Land Ownership and title of the Land Owner then the Land Owner or his heirs, assignees and successors-in-interest the entire loss and damages with interest, shall be paid to the Developer/Promoter by the Land Owner or his heirs, assignees and successors-in-interest as admissible in the eye of law.

FOR SHREE SHYAM INFRACON

Shyam Infracon
21/3/2021
Partner

Shyam Infracon
21/3/2021



[Handwritten signature]

k. That through this Deed land Owner gives all the power to the aforesaid Developer/Promoter to complete the proposed building according to the Bihar Apartment Land Ownership Act, 2006 as amended from time to time.

27. The land owner will deliver to the Developer/Promoter and/or its duly authorized advocate certified copies/photocopies of all original titles deeds, documents, of all original title deeds, documents, of Land other papers relating to the said land/properties for complete examination of the owner's title thereto and the owner shall answer and/or comply with all reasonable requisitions that may be made by the Developer's and/or its advocate in this regard to establish a marketable title to the said land/property.

28. The Land Owner shall allow every facility to the Developer /Promoter, their Staff, Engineers, Architects and workers etc. to enter upon the said property in order to enable the Developer /Promoter to carry out various development works, after the execution of this agreement.

29. That any notice to be given by either party as per this agreement shall be required to be given through registered post as mentioned in this agreement/present address/correspondence address or on the email address as such notice shall be deemed to be appropriate and valid notice.

30. That the entire cost to be incurred for registration of this development agreement shall be borne by the Developer/Promoter and the land Owner will have no concern with that.

31. That after the execution/Registration of this Development Agreement in concerned Registry Office, the Land Owner and Developer/Promoter shall be entitled to sell, transfer, or enter into agreement for sale or any other agreement/s or alienate, create charge, mortgage their respective shares directly to its prospective Buyer/s or any financial institutions/bank and as per provisions under section 5 and other sections of The Bihar Apartment Ownership Act, 2006 Developer/Promoter and Land Owner is entitled to directly Agreement/sale/transfer/alienate, create charge, mortgage their respective shares as absolute Owner without consent of any one.

FOR SHREE SHYAM INFRACON

Vinod Chandra

21/3/2021

Partner

Handwritten signature

21/3/2021



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32. That the Land Owner agrees to become the member of the Co-operative Housing Society or Association which may be formed by Developer/Promoter for all the Shop, Office, flat hold or retained by Land Owner. Land Owner agrees to pay the maintenance charges for their respective unit/s retained by his and to abide by the rules set by such society forever. Land Owner do hereby nominates, constitutes and appoint the Developer/Promoter as its true and lawful attorney to do all acts, deeds and things as may be necessary for the formation of such society/association and agrees to grant such other power and/or authorities in favour of the Developer/Promoter as may from time to time be required by the Developer/Promoter. Land Owner agrees to pay entrance fees, face of the shares and other proportional costs relating to or incidental to the formation of such society with respect to all the Shop, Office, flat retained by her. Land Owner further agrees to sign all the necessary documents required for the purpose of formation or registration of the said society.

33. That the Land Owner is ready and hereby agrees that Developer/Promoter may do all acts, Deeds and perform all required activities and things which are not even specifically mentioned in this Deed but are deemed to be fit and necessary for the development of the project with respect to the property fully described in Schedule-I of this Deed and the land Owner will co-operate and support them in such activities.

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

FOR SHREE SHYAM INFRACON

Vikram Chavhan

Partner

21/12/2021



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SCHEDULE-I

Description of the **Commercial Vacant Land** owned by Land owner on which the proposed multi storey building being constructed by the Developer/Promoter.

Area – 991 Square Feet equivalent to 2.275 Decimals,
 Situated at – Dhelwan,
 Survey P.S. – Phulwarisharif,
 Present P.S. – Ramkrishna Nagar,
 Sub Registry Office – Phulwarisharif,
 District Registry Office – Patna (Bihar),
 District – Patna (Bihar),
 Revenue Circle– Phulwarisharif,
 Revenue Halka– Nagar Nigam,
 Revenue Mauza– Dhelwan,
 Revenue Thana No.– 23 (Twenty Three),
 Part of Cadastral Survey Plot No.– 361 (Three Hundred Sixty One),
 Khata No.– 17 (Seventeen),
 Tauzi No.– 5855,
 Bhag Bartman– 28,
 Page No. – 69,

- : **BOUNDARY** : -

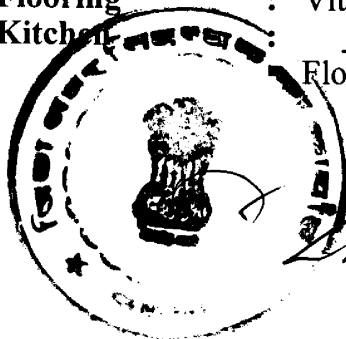
NORTH :- New Baipas Road.
SOUTH :- Part of Cadastral Survey Plot No.–361.
EAST :- Sharda Devi, Wife of Bijendra Singh.
WEST :- Janak Rai.

Note–Government Valuation is mentioned at M.V.R. Code–197.
 Government valuation of the property fully described in Schedule-I of this Deed is ₹ 68,27,000/- Only.

SCHEDULE-II
(SPECIFICATIONS, AMENITIES, FACILITIES
(WHICH ARE PART OF THE FLAT)

General Specification:

Structure : Earthquake resistant R.C.C. Frame
 Structure reinforced with ISI mark steel.
Chowkhats : Door Frames (Chowkhats) of Hard Wood (Sal).
Door : 30 mm thick ISI mark flush door shutters,
 painted with two coats synthetic enamel paint on a coat of primer.
Window : Full glazed aluminum/wooden window.
Flooring : Vitrified floor tiles.
Kitchen : Flooring : Vitrified tiles.



[Handwritten Signature]

सभी प्रकार के सेक से मुक्त पाप

[Handwritten Signature]
 21/3/2021
 जॉन सिपिक
 21/3/2021

FOR SHREE SHYAM INFRACON

[Handwritten Signature]
 21/3/2021

Partner

SCHEDULE-I

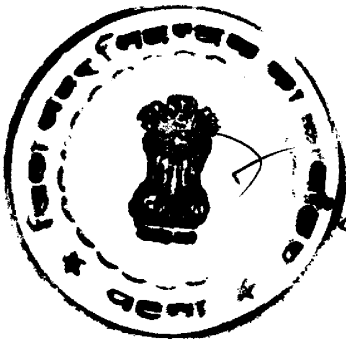
Description of the ~~Commercial Vacant Land~~ owned by Land owner on which the ~~proposed~~ multi storey building being constructed by the Developer/Promoter.

Area – 2.275 Decimals,
 Situated at – Dhelwan,
 Survey P.S. – Phulwarisharif,
 Present P.S. – Ramkrishna Nagar,
 Sub Registry Office – Phulwarisharif,
 District Registry Office – Patna (Bihar),
 District – Patna (Bihar),
 Revenue Circle – Phulwarisharif,
 Revenue Halka – Nagar Nigam,
 Revenue Mauza – Dhelwan,
 Revenue Thana No. – 23 (Twenty Three),
 Part of Cadastral Survey Plot No. – 361 (Three Hundred Sixty One),
 Khata No. – 17 (Seventeen),
 Tauzi No. – 5855,
 Bhag Bartman – 28,
 Page No. – 69.

- : BOUNDARY :-

NORTH :- New Baipas Road.
SOUTH :- Part of Cadastral Survey Plot No. – 361.
EAST :- Sharda Devi, Wife of Late Bijendra Singh.
WEST :- Janak Rai.

Note – Government Valuation is mentioned at M.V.R. Code – 197.
 Government valuation of the property fully described in Schedule-I of this Deed is ₹ 68,27,000/- Only.



FOR SHREE SHYAM INFRACON

Umesh Chandra
 21/5/2021
 Partner

21/5/2021
 21/5/2021

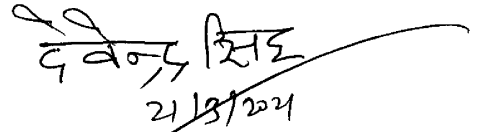
IN WITNESS WHEREOF, the above named Land Owner and the Developer/Promoter have put their respective signatures on this Development Agreement without any undue influence, pressure or coercion, out of free will after going through the contents of the documents and fully understanding the contents thereof, on this 21st Day of March, 2021 in presence of the below noted attesting witnesses.

WITNESSES :

1.

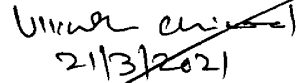
Lohit Kumar
S/o Deendra Singh
Ashok Nagar, Changan
Post office - Kohia Nagar
Police station - Kankarbagh
21/3/2021

2. Ravi Shankar
S/o Radheshyam
Elahi Bagh
Patna
21/3/2021


21/3/2021

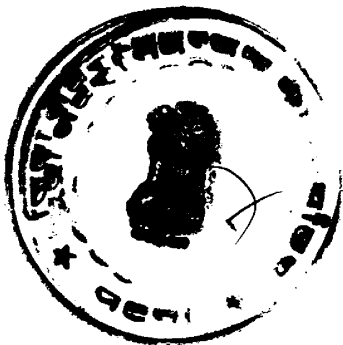
(SIGNATURE OF THE LAND OWNER)

FOR SHREE SHYAM INFRACON


21/3/2021

Partner

(SIGNATURE OF THE DEVELOPER/PROMOTER)



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. 136640/-**
Addl. Stamp duty paid under Municipal Act **Rs. 0/-**

Amt. Paid By N.J Stamp Paper **Rs. 0/-**
Amt. paid through Bank Challan **Rs. 171300/-**

Registration Fee										LLR + Proc Fee		Service Charge	
FEE PAID	A1	29135	C	0	H1b	0	K1a	0	Lii	0	LLR	0	500
	A8	0	D	0	H2	0	K1b	0	Liii	0	Proc.Fee	0	
	A9	0	DD	0	I	5000	K1c	0	Mb	25	Total	0	
	A10	0	E	0	J1	0	K2	0	Na	0			
	B	0	H1a	0	J2	0	Li	0					
	TOTAL-										34160		

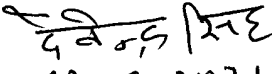
Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - **34660**

Date: 22/06/2021


Registering Officer
Patna

Endorsement under section 52

Presented for registration at Registration Office, Patna on Sunday, 21st March 2021 by Devendra Singh S/O-Late Muneshwar Rai Alias Mumeshwar Rai by profession Others. Status - Executant


22-0-2021
Signature/L.T.I. of Presentant

Date: 22/06/2021


Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Rahul Kumar' age '28' Sex 'M', 'S/O-Devendra Singh', resident of 'Changar, Lohiya Nagar, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 22/06/2021


Registering Officer
Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 181 on pages on 334 -351, for the year 2021 and stored in CD volume No. CD-26 year 2021 .The document no. is printed on the Front Page of the document.

Date : 22/06/2021

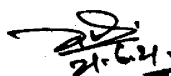

Registering Officer
Patna

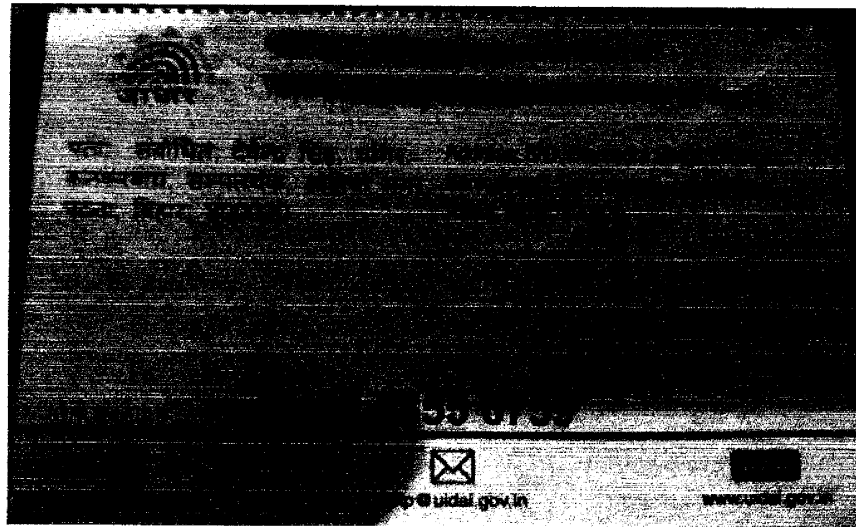
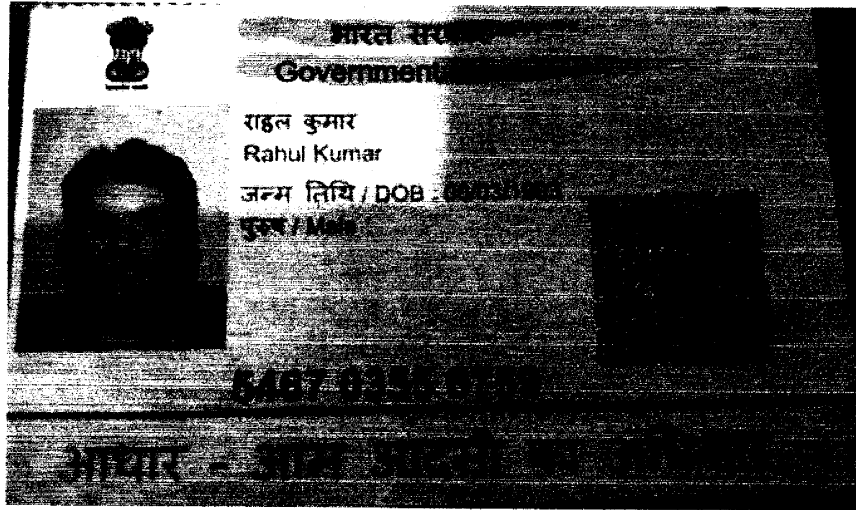
Token No. : 4637 Year : 2021 S.No. : 7390 SCORE Ver.4.1 Deed No. : d No. : 7205



T. no. 4637
21.3.21.

Uttam Chandra



21.3.21.
गोपाल राजक
प्रधान सहायक
जिला अन्न निबंधन कार्यालय
पटना



Identifier

Rahul Kumar
22/06/2021

Serial No. 5739 Deed No. 5680



Govt. of Bihar
District Registry Office, Patna

Summary of Endorsement

This document was presented for registration on **31/03/2021** by **Devendra Singh**
A stamp duty of Rs. **1209840/-** and other fees of Rs. **45525/-** 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. **5680** in Book No. **1**, Volume No. **143** on pages from **173** to **188** and has been preserved in total **16** pages in C.D. No. **20** / Year **2021**

Signature with Date
(Satya Narayan Chaudhry)
Registering Officer, **Patna**

Date: 31/03/2021 Token No: 5269/2021

F-5269

SCANNED BY

FOR SHREE SHYAM INFRACON
Utkarsh Choudhary
25/3/2021
Partner

31/3
हिमांशु शेखर सिंह
उच्च वर्गीय लिपिक
जिला निबंधन कार्यालय

DEVELOPMENT AGREEMENT

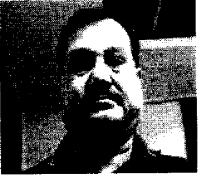











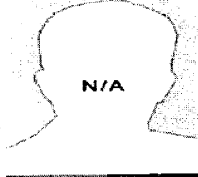


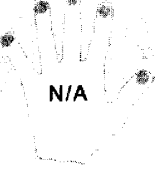
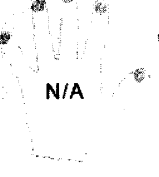
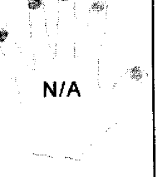


This **DEVELOPMENT AGREEMENT** is made and entered on this **25th** Day of March, 2021 (Two Thousand Twenty One) of the Christian Era.



25-03-21
25-03-21

District Registry Office, Patna

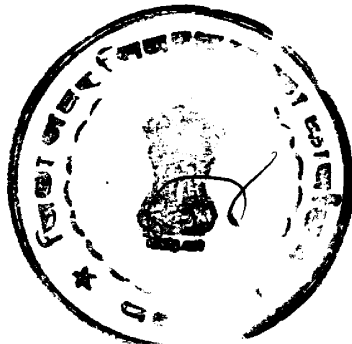
Token Number 5269 Reg. Year 2021 Serial Number 5739 Deed Number 5680-

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Vikash Churiwal (Auth. Partner)						
Sig.	<u>Vikash Churiwal</u> 31/3/2021						
Presented By	Devendra Singh						
Sig.	<u>Devendra Singh</u> 31-3-2021						
Executant	Devendra Singh						
Sig.	<u>Devendra Singh</u> 31-3-2021	N/A	N/A	N/A	N/A	N/A	N/A
Identified By	Rahul Kumar						
Sig.	<u>Rahul Kumar</u> 31/03/2021						

SCORE Ver.4.0

Powered by IL&FS Technologies Ltd.

Biometric Captured By 2800sop119



Devendra Singh

आदेशानुसार प्रारूपक/क्रेता/विक्रेता द्वारा दिखाये गये भूमि/संरचना
 मौजा/मुहल्ला देलवार.....कान/प्लॉट नं०. 23.....होनं०. 100
 अर्थात् 23 नं० रोड का दस्तावेज में वर्णित चौहद्दी उ० 361
 क० 23 नं०... पू० 23 नं०... के अनुरूप
 स्थल जांच किया गया। जंचोपरान्त वर्णित चौहद्दी के अनुसार
 उक्त भूखण्ड पर भूमि/संरचना 23 नं०... वर्गफुट
 जो 23 नं०/व्यावसायिके प्रमाण/मुज्ब/शाखा/सडक पर
 प्राप्त है। आख्या 23 नं०/व्यावसायिके प्रमाण/मुज्ब/शाखा/सडक पर

31/3/21
गोपाल राजक
 प्रधान सहायक
 जिला अदालत निबंधन कार्यालय
 पटना

BETWEEN

MR. DEVENDRA SINGH, Son of Late Muneshwar Rai alias Mumeshwar Rai, resident of Changar, P.S.-Kankarbagh, P.O.-Lohia Nagar, Town and District-Patna in the State of Bihar, hereinafter referred to as "**LAND OWNER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, successors-in-interest and permitted assigns). **PAN-ELNPS0307C**, **Mobile-7677996225**.

AND

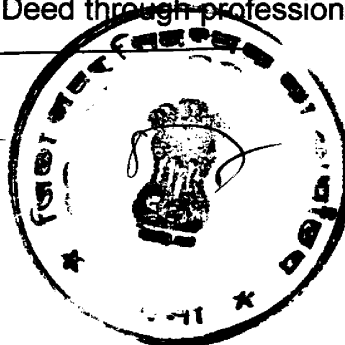
SHREE SHYAM INFRACON (PAN-ACVFS2743K), a partnership firm registered under the Indian Partnership Act, 1932, Vide Registration No. 108/2016, having its principal place of business at 401, Hem Plaza, Fraser Road, P.S.-Kotwali, Town and District-Patna in the State of Bihar, represented by its Authorized Partner **MR. VIKASH CHURIWAL (Mobile No.-9801111114)**, Son of Late Kailash Prasad Churiwal, Nationally-Indian, hereinafter referred to as the "**DEVELOPER/PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns).

RECITAL

WHEREAS, the land of the Building is the ancestral property of the land owner namely Mr. Devendra Singh, which was allotted in the share of the land owner by virtue of a Khangi Partition and since then he came in actual, physical possession as absolute owner and got his name mutated in Government records vide Bhag Bartman-28 and Pages-69 is paying ground rent to the state of Bihar through Circle office, Phulwari Sharif, Halka-Nagar Nigam and accordingly rent receipt is being issued in his name.

AND WHEREAS, aforesaid land Owner covenant that the property fully described in Schedule-I of this deed is in his exclusive and peaceful possession with absolute right, title and interest and the same is free from all encumbrances, debts, liens, charges and is not under any acquisition, requisition or proceedings or injunction and that the land Owner have clear and absolute, marketable title thereto and have rights to transfer the right and title of the same absolutely in whole and/or in part of aforesaid land fully described in Schedule-I of this deed.

AND WHEREAS, the land Owner/first part is interested in development and construction of multistoried building on his land fully described in Schedule-I of this Deed through professional Land Developer/Promoter.



FOR SHREE SHYAM INFRACON

Vikash Churiwal
25/3/2021

Partner

25-03-21
25/3/2021

AND WHEREAS, the aforesaid Developer/Promoter is a Real Estate company having its primary objective to buy, sell, develop and deal in Land and Building including commercial and residential Apartment/Units, Landscape, Colony, Duplex, Triplex, Malls etc. and to carry on business of building/s, contractors of all types of construction for its respective Purchaser/s.

AND WHEREAS, the land Owner/first part has approached the Developer/Promoter to get the Schedule-I property developed and construct multistoried building/s at the cost and resources of the Developer/Promoter.

NOW THIS DEED WITNESSETH AND IT IS HEREBY agreed and declared by and between the parties as follows:-

1. That the aforesaid Owner do hereby appoint the aforesaid Developer/Promoter as the Developer/Promoter of the Schedule-I land and irrevocably grant to the Developer/Promoter, who hereby accepts from the Owner, the exclusive right, possession and license to develop the said land fully described in the Schedule-I of this deed.

2. That this shall be the sole and absolute responsibility of Land Owner to deliver duly vacant and peaceful possession of the said property fully described in Schedule-I of this deed to the Developer/Promoter within one month of execution of this deed.

3. That the Developer/Promoter shall develop and construct multi-storeyed building complex along with parking spaces, passages, ways and other common facilities for the building complex as per the actual physical possession of the Land Owner's land fully described in Schedule-I of this Deed.

4. That the Developer/Promoter shall provide and meet the total cost of Development and construction of the building complex over the said land from its own resources or contributions by its members/purchasers and/or loan from Banks or any other Financial Institutions for which land Owner shall have no objection but the land Owner shall not be required to meet any part of the cost involved in development or construction of the project.

5. It is mutually agreed that the Developer/Promoter shall perform all the formalities to obtain permission or approval for proposed Building Plan/Map and for modifications of the Building Plans/maps from time to time in relation to the construction and other required permissions form Patna Regional Development Authority (Dissolved)/Patna Municipal Corporation/Competent Authority and/or Other Competent Authorities for the development and construction of the proposed new Building in accordance with the Agreement in their own signature on such applications, papers, writings, undertakings, appeal etc. in relation to the said property fully described in Schedule-I of this Deed and shall abide by all the rules and regulation laid down by such authorities.

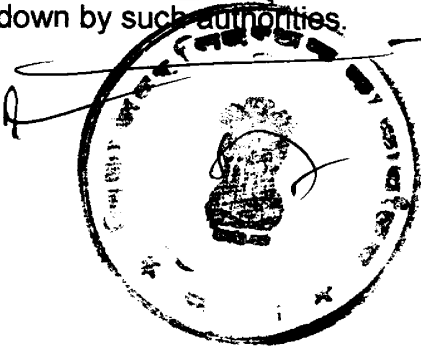
FOR SHREE SHYAM INFRACON

Ulirwa dated

25/3/2021

Partner

25-03-21
25/3/21



6. That the Developer/Promoter shall appoint an Architect/Firm/Company for drawing and preparing the building plans, designs, drawings and elevation of the proposed building complex to be constructed on the proposed land fully described in Schedule-I of this Deed. All such expenses to be incurred in preparation and sanction of building plans and fees to be paid to the said Architect, shall be borne by the Developer/Promoter. It is further agreed and settled that the Developer/Promoter shall develop the said property ensuring the construction to the maximum permissible F.A.R and/or according to Plan sanctioned from P.M.C./Competent Authority.

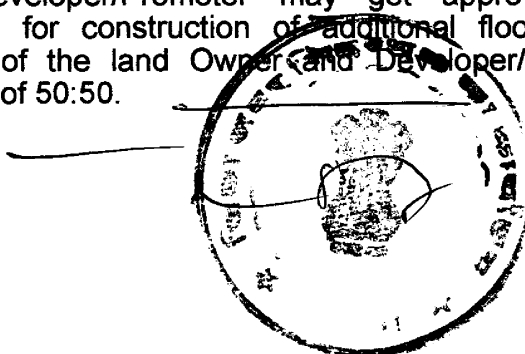
7. That the Developer/Promoter based on its present plans and estimates and subject to all just exceptions will complete construction of the Said multistoried building complex within Four year Six Month from the date of permission of commencement of work given by the competent authority upon sanction of map and registration of the project in RERA etc by the concerned authority or from the date of giving of clear vacant possession of the land, with a grace period of six months unless there shall be delay or failure due to Force Majeure conditions including but not limited to reasons such as acts of God i.e. fire, flood, earthquake, epidemics, lockdown, pandemic, natural disasters, riots, explosions or accidents, war, air crashes, act of terrorism, strikes or lock outs, industrial dispute, recession, plants malicious damages, order of the court/government/competent authority or due to non availability of building materials or breach of any of the terms and conditions of this Agreement by Land Owner. In such circumstance/s, reasonable time of completion shall be extended automatically along with the stipulated period.

8. That the land Owner/first part will acquire 2000 square feet less than 50% of total constructed area i.e. 50% of total constructed area minus (-) 2000 square feet of total constructed area including car parking spaces, common space etc. with undivided proportionate share in land as per the standard specification of the company as consideration, in exchange for the full and final value of the Schedule-I land and in lieu of Development cost, the Developer/Promoter will get remaining 2000 square feet more than 50% of total constructed area i.e. 50% of total constructed area plus (+) 2000 square feet of total constructed area including car parking spaces, common space etc. with undivided proportionate share in the land.

9. That it is further agreed that any alteration or revision of the aforesaid plans within the parameters of Patna Regional Development Authority (Dissolved)/Patna Municipal Corporation/Competent Authority and if there is an increase in FAR after building was completed, during the period of the construction, the share of the constructed area of the Owner shall be proportionately increased in the ratio of 50:50. That after the construction of the building if the Developer/Promoter may get approval from competent authority for construction of additional floor of the building the share of the land Owner and Developer/Promoter would be in the ratio of 50:50.

FOR SHREE SHYAM INFRACON
Vijay Kumar
25/3/2021
Partner

25-03-21



10. That the Developer/Promoter shall be entitled to hold, to possess, to enjoy, to allot, sell, make agreement for sell, transfer, mortgage, loan, lease or let out etc. their 2000 square feet more than 50% of total constructed area i.e. 50% of total constructed area plus (+) 2000 square feet of total constructed area part on their own terms and conditions and manner to its members/buyers/ persons concerned as the Developer/Promoter may deem fit and proper.

11. That similarly, the land Owner will also be entitled to hold, to possess, to enjoy, to allot, sell, make agreement for sell, transfer, mortgage, loan, lease or let out etc. his 2000 square feet less than 50% of total constructed area i.e. 50% of total constructed area minus (-) 2000 square feet of total constructed area part on his own terms and conditions and manner to its members/buyers /persons concerned as the land Owner may deem fit and proper.

12. That in case, there is any difference found in allotment of area in distribution of unit, flat etc., with respect to the percentage mention above, the same shall be settled as per market rate paying to another part.

13. That the Land Owner agrees and understands that if the FAR is increased beyond the current applicable FAR by the competent authority, the Developer/Promoter shall have the right of proportionate share on the additional FAR beyond the current applicable FAR. The Developer/Promoter shall have the discretion and right to utilise the additional FAR, including but not limited to constructing additional buildings or unit on roof or at other places in the Said Complex as per the approvals granted by the Competent Authorities. The Land Owner further agrees and confirms that on such additional construction by use of additional FAR, the additional construction shall be distributed proportionately as per share distribution with the Developer/ Promoter only limited to the share of their own land but their area of allocation with respect to the increased FAR shall be as per discretion of the Developer/ Promoter. On such proportionate share of Developer/Promoter, it shall be their exclusive right, which the Developer/Promoter shall be entitled to dispose of in any manner it chooses without any interference from the Land Owner. The Developer/Promoter shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the Said Complex.

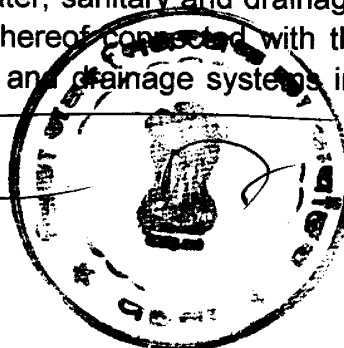
FOR SHREE SHYAM INFRACON

Umesh Chandra

25/3/2021

Partner

25-03-21



14. That the land Owner shall get only the proportionate share of flats/units in the proposed building complex to be constructed on the said premises.

15. That the certificate of the Architect with respect to the measurement of the constructed area, constructed area and common service area will be final and binding on both the parties.

16. That after approval of the final map from the authority concerned/final measurements etc. the aforesaid land Owner and Developer/Promoter shall execute a unregistered Deed of share distribution as per final map/final measurements etc. that shall be integral part of this development agreement and with reference to that development agreement both the parties shall be entitled to occupy and own their respective shares of unit, flat and parking area etc.

17. That during the Construction of the said building the Developer/Promoter may be required to create equitable or any legal mortgage of the Developer/Promoter portion and the construction thereon for obtaining loan for the individual purchasers of unit, flat and parking space etc.. in such event the owner shall have no objection.

18. That the Developer/Promoter shall in order to mobilize finance and to attract prospective members/buyers display/publish the name of the proposed building complex, display signboard over the said land, publish and advertise the building project in the daily news papers and book, allot and give on Land Ownership basis the accommodation to its members/buyers on such terms and conditions as the Developer/Promoter may think fit and proper and receive from such buyers/members all money on account of such allotment in shape of buyers/members contribution or as loan to the allottee/buyers /members from Banks or any other financial Institutions.

19. That the land Owner have agreed to allow the Developer /Promoter as the Developer/Promoter of the land and mortgage 'only' the Developer/Promoter's/Second Part's share in the said land fully described in Schedule-I of this Deed in their own signature and to sign all the documents or wherever required for getting the loan and comply all formalities to get project loan/any type of loan from any Bank or Financial institution or others. The Developer/ Promoter does not require to take further N.O.C. or consent from Land Owner/First part for mortgaging the Developer/Promoter's /Second Part's share in the said land.

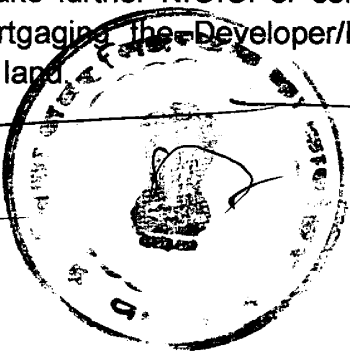
FOR SHREE SHYAM INFRACON

Vinod Kumar

25/3/2021

Partner

25-03-21



20. That land Owner and Developer/Promoter have mutually agreed to pay Service tax, Municipal corporation tax or any other tax for their share of constructed area in concerned offices on their own or after getting the taxes etc. from their respective buyers.

If any concerned department demands GST, Municipal corporation tax, VAT or any other tax from first part then the second part will make payment of its proportionate share at applied rate of their part to the first part so that first part can make the necessary payment to the concerned department. Similarly,

If any department demands GST, Municipal corporation tax, VAT or any other tax from second part, the first part shall make payment its proportionate share at applied rate of their part to the second part, so that second part can make complete payment of taxes etc. to the concerned department.

21. That the Company/Developer/Promoter shall always and forever have the right to display their name, going projects, other ongoing projects, further projects or any other matter through hoardings, sign boards, display boards for advertisements/display purpose inside the building or at any place/common places on the setback areas including boundary wall and roof top of the complex to which the commercial unit, flat/other Purchasers /land Owner/building association shall have no objection in any circumstance.

22. That the Land Owner hereby agree and undertake that in case of any dispute or litigation arises by anyone claiming to be the co-sharer or contained in the Schedule-I property or claiming his/her/their right, title or interest through the Land Owner relating to the right, title and interest regarding the Schedule-I property, the ongoing construction and development activities shall not be stopped or affected in any manner and the same shall be matter of the Owner and the Owner shall keep the Developer/Promoter indemnified and development activities shall be free from all such hindrances so that the project may be completed in time. In case, any cost involves in such dispute shall be borne solely by the Land Owner.

23. That the Land Owner shall bear and pay all outstanding charges and dues of whatsoever nature due and payable to Government or Local Body in respect of the scheduled property including ground rent, property tax, water and electricity charges, Municipal dues tax and other outgoings up to the date of this agreement for all rents, taxes, etc. but any dues arises during development of the building complex for the duration of development of building complex, after delivery of vacant and peaceful possession of the Developer/Promoter's share to the Developer/Promoter will be payable by Developer/Promoter.

FOR SHREE SHYAM INFRACON

Umesh Chandra
25/3/2021
Partner

25-03-21
40159 (212)
25-03-21



24. The Land Owner and Developer/Promoter agrees that if any levy is imposed by the Patna Regional Development Authority (Dissolved)/Patna Municipal Corporation/P.W.D. or any other Government or Local body for the development/betterment of the area in which the said developed building is located or any other levy become applicable on the said developed building thereon then the same shall be borne and paid jointly by the Developer/Promoter and Land Owner, in proportion of their respective share/area distribution, as mentioned above.

25. That the land Owner hereby irrevocably undertake not to sell/make agreement to sell, dispose off, alienate with or to let out or create any charge over the said property or any part thereof to any person or body corporate, save and except, putting the Developer/Promoter in exclusive possession thereof for the purpose of development pursuant to this agreement with the ultimate object of granting, conveying and transferring the said property to the Developer/Promoter and/or the Developer/ Promoter's nominees and the land Owner further irrevocably undertake not to do any act, Deeds, matters or things as shall be in contravention of the undertaking, stipulations and the declarations made by them in these presents.

26. The land Owner hereby declares:-

a. That the area of the said property is mentioned in Schedule-I of this deed.

b. That there is no notice or order passed by the Patna Regional Development Authority (Dissolved)/Patna Municipal Corporation/ Competent Authority or and other body or authority for set back thereof and there is no acquisition whatsoever nature by the Municipality or other body or authority relating to the said property or of any part thereof.

c. That there are no statutory claims, demands, attachments or prohibitory orders made by the Taxation Authorities/Revenue authorities or any Government or other local bodies or authorities concerning or relating to the said property or any part thereof.

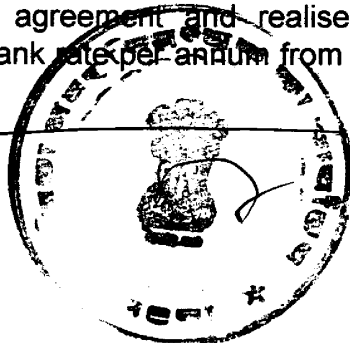
e. That there is no subsisting agreement or arrangement in respect of the said property with any other Developer/Promoter or any person/persons.

f. That there is no notice or case pending before any Court or before any Magistrate regarding the said property. And If the Developer/Promoter finds any dispute at any time before/after this agreement regarding the said property, the Developer/Promoter shall be entitles to revoke this agreement and realise the all expenses along with interest @ Bank rate per annum from the land Owner.

FOR SHREE SHYAM INFRACON

Vivek Anand
25/3/2021 Partner

25-03-21



g. That except the land Owner none else is entitled to or has any share, right, title and interest in the said property and the land Owner is not benamidar or trustee for any one in respect of the said property.

h. That there are no any dues against the said property to any Govt./Dept. or any local bodies.

i. If any dispute arises regarding the title of the property under this contract, the land Owner will bear all the cost in defending the title and the Land Owner will indemnify the Developer/Promoter from any losses due to same.

j. That the Land Owner declares and assures the Developer /Promoter that the Schedule-I property is free from all kinds of encumbrances such as prior Sale, Gift, Mortgage, Will, Trust, Exchange, Lease, legal flaws, claims, prior Agreement to Sell, Loan, Surety, Security, lien, court injunction, litigation, stay order, notices, charges, family or religious dispute, acquisition, attachment in the decree of any court, hypothecation, Income Tax or Wealth Tax attachment or any other registered or unregistered encumbrances whatsoever, and if it is ever proved otherwise, or if the whole or any part of the said property is ever taken away or goes out from the possession of the Developer/Promoter on account of any legal defect in the Land Ownership and title of the Land Owner then the Land Owner or his heirs, assignees and successors-in-interest the entire loss and damages with interest, shall be paid to the Developer/Promoter by the Land Owner or his heirs, assignees and successors-in-interest as admissible in the eye of law.

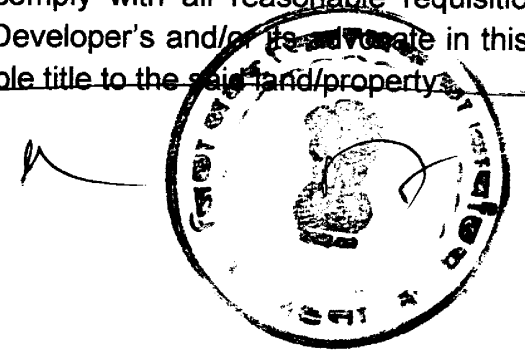
k. That through this Deed land Owner gives all the power to the aforesaid Developer/Promoter to complete the proposed building according to the Bihar Apartment Land Ownership Act, 2006 as amended from time to time.

27. The land owner will deliver to the Developer/Promoter and/or its duly authorized advocate certified copies/photocopies of all original titles deeds, documents, of all original title deeds, documents, of Land other papers relating to the said land/properties for complete examination of the owner's title thereto and the owner shall answer and/or comply with all reasonable requisitions that may be made by the Developer's and/or its advocate in this regard to establish a marketable title to the said land/property.

FOR SHREE SHYAM INFRACON

25/3/2021
Partner

25-03-21
Partner



28. The Land Owner shall allow every facility to the Developer /Promoter, their Staff, Engineers, Architects and workers etc. to enter upon the said property in order to enable the Developer /Promoter to carry out various development works, after the execution of this agreement.

29. That any notice to be given by either party as per this agreement shall be required to be given through registered post as mentioned in this agreement/present address/correspondence address or on the email address as such notice shall be deemed to be appropriate and valid notice.

30. That the entire cost to be incurred for registration of this development agreement shall be borne by the Developer/Promoter and the land Owner will have no concern with that.

31. That after the execution/Registration of this Development Agreement in concerned Registry Office, the Land Owner and Developer/Promoter shall be entitled to sell, transfer, or enter into agreement for sale or any other agreement/s or alienate, create charge, mortgage their respective shares directly to its prospective Buyer/s or any financial institutions/bank and as per provisions under section 5 and other sections of The Bihar Apartment Ownership Act, 2006 Developer/Promoter and Land Owner is entitled to directly Agreement/sale/transfer/alienate, create charge, mortgage their respective shares as absolute Owner without consent of any one.

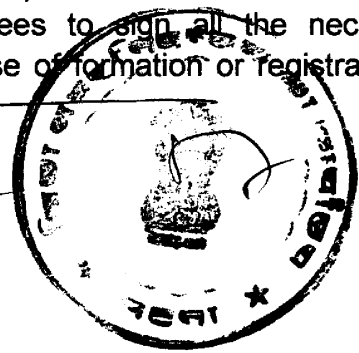
32. That the Land Owner agrees to become the member of the Co-operative Housing Society or Association which may be formed by Developer/Promoter for all the unit, flat hold or retained by Land Owner. Land Owner agrees to pay the maintenance charges for their respective unit/s retained by his and to abide by the rules set by such society forever. Land Owner do hereby nominates, constitutes and appoint the Developer/Promoter as its true and lawful attorney to do all acts, deeds and things as may be necessary for the formation of such society/association and agrees to grant such other power and/or authorities in favour of the Developer/Promoter as may from time to time be required by the Developer/Promoter. Land Owner agrees to pay entrance fees, face of the shares and other proportional costs relating to or incidental to the formation of such society with respect to all the unit, flat retained by her. Land Owner further agrees to sign all the necessary documents required for the purpose of formation or registration of the said society.

FOR SHREE SHYAM INFRACON

Vijaya Mishra

25/3/2021 Partner

25-03-21



33. That the Land Owner is ready and hereby agrees that Developer/Promoter may do all acts, Deeds and perform all required activities and things which are not even specifically mentioned in this Deed but are deemed to be fit and necessary for the development of the project with respect to the property fully described in Schedule-I of this Deed and the land Owner will co-operate and support them in such activities.

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

SCHEDULE-I

Description of the **Commercial Vacant Land** owned by Land owner on which the proposed multi storey building being constructed by the Developer/Promoter.

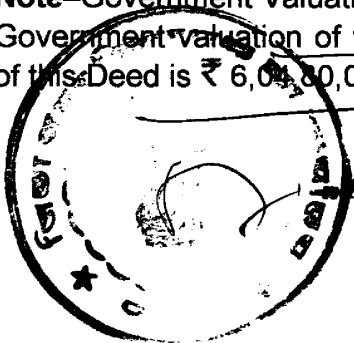
Area –	54.975 Decimals,
Situated at –	Dhelwan,
Survey P.S. –	Phulwarisharif,
Present P.S. –	Ramkrishna Nagar,
Sub Registry Office –	Phulwarisharif,
District Registry Office –	Patna (Bihar),
District –	Patna (Bihar),
Revenue Circle–	Phulwarisharif,
Revenue Halka–	Nagar Nigam,
Revenue Mauza–	Dhelwan,
Revenue Thana No.–	<u>23 (Twenty Three),</u>
Part of Cadastral Survey Plot No.–	<u>361 (Three Hundred Sixty One),</u>
Khata No.–	<u>17 (Seventeen),</u>
Tauzi No.–	5855,
Bhag Bartman–	28,
Page No. –	<u>69,</u>

- : BOUNDARY : -

NORTH	: -	Part of Cadastral Survey Plot No.–361.
SOUTH	: -	Janak Rai.
EAST	: -	Sharda Devi, Wife of Bijendra Singh.
WEST	: -	Janak Rai.

Note—Government Valuation is mentioned at M.V.R. Code–197.

Government valuation of the property fully described in Schedule-I of this Deed is ₹ 6,00,00,000/- Only.



सभी प्रकार के रोक से मुक्त पाया

26/8/2021
जॉन लिपिक
26/8/2021

FOR SHREE SHYAM INFRACON

Ujjwal Anwar

25/3/2021

Partner

5/10/21
25.03.21

IN WITNESS WHEREOF, the above named Land Owner and the Developer/Promoter have put their respective signatures on this Development Agreement without any undue influence, pressure or coercion, out of free will after going through the contents of the documents and fully understanding the contents thereof, on this 25th Day of **March, 2021** in presence of the below noted attesting witnesses.

WITNESSES :

1.

Lohit Kumar
S/o Reverendra Singh
Ashok Nagar Changan
Post office → Lohia Nagar
Police station → Kankarbagh
25/03/2021

दरेश शर्मा
25-03-21

(SIGNATURE OF THE LAND OWNER)

2. Ravishuman /as

S/o. Rajesh Kumar
Ehahi Bagh.
Patna.

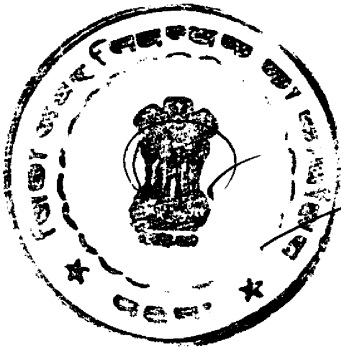
25/03/2021

FOR SHREE SHYAM INFRACON

Vivek Kumar
25/3/2021

Partner

(SIGNATURE OF THE DEVELOPER/PROMOTER)



Drafted By: -

AK

ENO-1717/01

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. 1209840/-
Addl. Stamp duty paid under Municipal Act Rs. 0/-

Amt. Paid By N.J Stamp Paper	Rs.	0/-
Amt. paid through Bank Challan	Rs.	1255365/-

Registration Fee										LLR + Proc Fee	Service Charge		
FEE PAID	A1	40000	C	0	H1b	0	K1a	0	Lii	0	LLR	0	500
	A8	0	D	0	H2	0	K1b	0	Liii	0	Proc.Fee	0	
	A9	0	DD	0	I	5000	K1c	0	Mb	25	Total	0	
	A10	0	E	0	J1	0	K2	0	Na	0			
	B	0	H1a	0	J2	0	Li	0					
	TOTAL-										45025		


Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 45525

Date: 31/03/2021


Registering Officer
Patna

Endorsement under section 52

Presented for registration at Registration Office, Patna on Thursday, 25th March 2021 by Devendra Singh S/O-Late Muneshwar Rai Alias Mumeshwar Rai by profession Others. Status - Executant


31-3-2021

Signature/L.T.I. of Presentant

Date: 31/03/2021


Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Rahul Kumar' age '28' Sex 'M', 'S/O-Devendra Singh', resident of 'Changar, Sampatchak, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 31/03/2021


Registering Officer
Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 143 on pages on 173 -188, for the year 2021 and stored in CD volume No. CD-20 year 2021 .The document no: is printed on the Front Page of the document.

Date : 31/03/2021

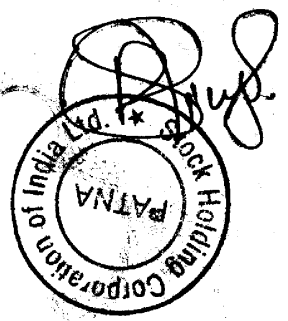
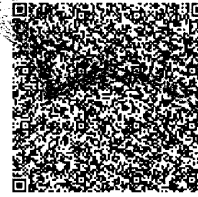

Registering Officer
Patna

Token No. : 5269 Year : 2021 S.No. : 5239 SCORE Ver.4.1

Deed No. : d No. : 5680



**INDIA NON JUDICIAL
Government of Bihar
e-Stamp**



Certificate No. : IN-BR19266113169908T
 Certificate Issued Date : 26-Mar-2021 01:25 PM
 Account Reference : SHCIL (FI)/ brshcil01/ PATNA/ BR-PAT/ PTC
 Unique Doc. Reference : SUBIN-BRBRSHCIL0124799960789820T
 Purchased by : SHREE SHYAM INFRACON
 Description of Document : Not Applicable
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0 (Zero)
 First Party : Not Applicable
 Second Party : SHREE SHYAM INFRACON
 Stamp Duty Paid By : SHREE SHYAM INFRACON
 Stamp Duty Paid (Rs.) : 12,07,840 (Twelve Lakh Seven Thousand Eight Hundred And Forty only)
 Reg. fee (Rs.) : 45,025 (Forty Five Thousand And Twenty Five only)
 LLR & P Fee (Rs.) : 0 (Zero)
 Miscellaneous Fee (Rs.) : 0 (Zero)
 Discore SC (Rs.) : 500 (Five Hundred only)
 Total Amount (Rs.) : 12,53,365 (Twelve Lakh Fifty Three Thousand Three Hundred And Sixty Five only)

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FOR SHREE SHYAM INFRACON
Shree Shyam Infracon
 26/3/2021
 Partner



Handwritten signature and date

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LIB 0008264513



बिहार सरकार
 Registration, Excise & Prohibition Dept. Govt. of Bihar

PORTAL FOR SERVICES

[Help](#)

View GRN Details Live

Download e-Challan

GRN

BHR202103598312E

[VIEW](#)

DSRO CODE

2800

Party Name

SHREE SHYAM INFRACON

Stamp Duty-

2000

(R0030021030001)

Registration & Other

Fees-

0

(R0030031040001)

LLR & Proc Fee-

0

(R0029008000006)

Challan Total Amount

2000

Status

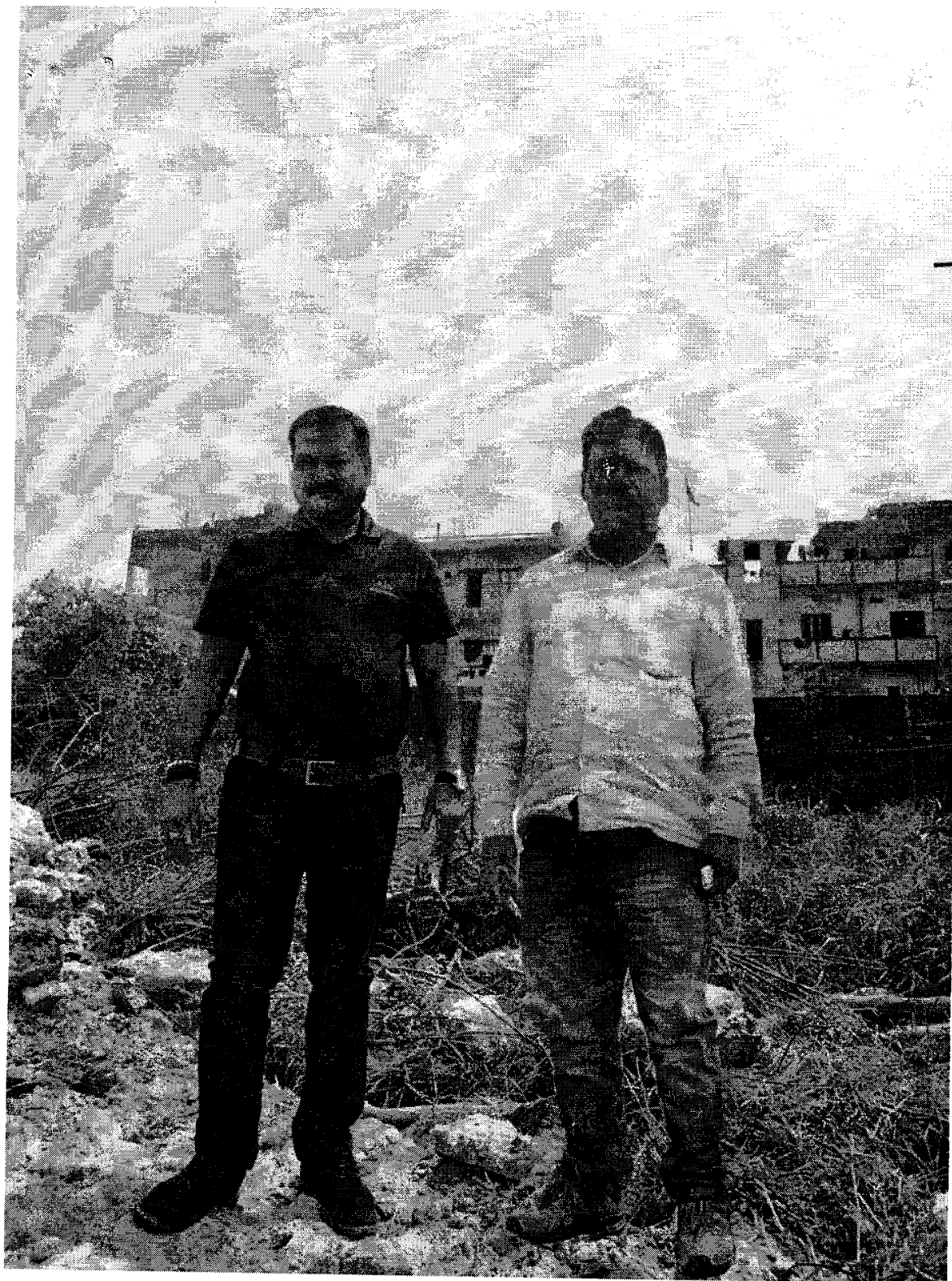
Success

Payment Date

2021-03-19 23:09:46.0


CIN


00001532021031976711




Page 269
31.3.24.

गोपाल
गोपाल राजक
प्रधान सहायक
जिला अवर निबंधन कार्यालय
पटना


 भारत सरकार
Government of India

 राहुल कुमार
Rahul Kumar
जन्म तिथि / DOB : 06/03/1993
पुरुष / Male




5467 0355 6759


आधार - आम आदमी का अधिकार


 भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

पता: संबोधित: देवेन्द्र सिंह, चांगर, कान्करबाघ, सम्पतचक, लोहिया नगर, पटना, बिहार, 800020
Address: S/O: Devendra Singh, Changer, Kankarbagh, Sampatchak, Lohia Nagar, Patna, Bihar, 800020

5467 0355 6759

 1947
1800 300 1947

 help@uidai.gov.in

 www.uidai.gov.in

IDENTIFIER

Rahul Kumar