VSE Reg Development Agreement.

Serial No. 11706 Circle:-:Bhagalpur

Book No. :- 1 Deed No. 11580

Serial No. 11706

Deed No. 11580

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

This document was presented for registration on **05/10/2016** by **Vishwanath Sinha**
A stamp duty of Rs. **363800**/- and other fees of Rs. **2545**/- 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. **11580** in Book No. **1**, Volume No. **218** on pages from **168** to **187** and has been preserved in total **20** pages in C.D. No. **34** / Year **2016**

Date: 05/10/2016 Token No: 12233 /2016

Signature with Date
(**Satya Narayan Choudhary**)
Registering Officer, **Bhagalpur**

Pradeep Kumar 5/10/16

Reg/no

(Development Agreement)

This AGREEMENT is made on 05 Day of October 2016 at Bhagalpur between Sri Vishwanath Sinha son of Late Prabhas Chandra Sinha Karta of his family resident of Hanuman Path. Tilkamanjhi P.S. Kotwali now Tilkamanjhi.District & in the town of

Sanjay Kumar Gupta 5/10/16

Manju Sinha. 5/10/16

Sanjib Dutta 5/10/16

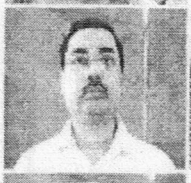
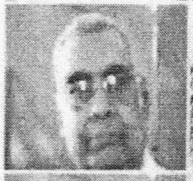
Preeti Sinha

Vishwanath Sinha 5/10/16

16:05:45 PM

District Registry Office,Bhagalpur

Token Number 12233 | Reg. Year 2016 | Serial Number 11706 | Deed Number- 11580

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Pradeep Kumar Sharma						
Sig.	Pradeep Kumar Sharma 05/10/16						
Executant	Manju Sinha						
Sig.	Manju Sinha 05/10/16						
Executant	Preeti Sinha						
Sig.	Preeti Sinha 05/10/16						
Executant	Sangita Dutta						
Sig.	Sangita Dutta 05/10/16						
Executant	Sanjay Kumar Sinha						
Sig.	Sanjay Kumar Sinha 05/10/16						
Presented By	Vishwanath Sinha						
Sig.	Vishwanath Sinha 5/10/2016						
Executant	Vishwanath Sinha						
Sig.	Vishwanath Sinha 5/10/2016						
Identified By	Deepak Kumar Sharma						
Sig.	Deepak Kumar Sharma 5/10/16						

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16:06:16 P

Bhagalpur, at present residing at B-11, MNIT Campus, JLN Marg, Jaipur - 302017 AND Sri Sanjay Kumar Sinha son of Late Shambhu Nath Sinha resident of Hanuman Path, Tilkamanjhi P.S. Kotwali now Tilkamanjhi,District & in the town of Bhagalpur, at present residing at Flat no.703; Kalimati Apartments, 24/4 Alipore Road , Kolkata - 700 027 self and Smt. Manju Sinha Widow of Late Shambhu Nath Sinha resident of Hanuman Path, Tilkamanjhi P.S. Kotwali now Tilkamanjhi District & in the town of Bhagalpur, at present residing at Flat no. 703; Kalimati Apartments 24/4 Alipore Road Kolkata - 700 027 self and Smt. Preeti Sinha Daughter of Late Shambhu Nath Sinha Wife of Shri R.K.Niranjan, resident of Hanuman Path, Tilkamanjhi P.S. Kotwali now Tilkamanjhi District and in the town of Bhagalpur, at present residing at B-311; Sarita Vihar, NewDelhi - 110 076 Self and Smt.Sangita Dutta Daughter of Late Shambhu Nath Sinha Wife of Sri Saroop Dutta resident of Hanuman Path Tilkamanjhi P.S. Kotwali now Tilkamanjhi District and in the town of Bhagalpur, at present residing at L-601; Indralok Colony Krishna Nagar, Lucknow - 226 023 Self all by Nationality- Indians herein after called "OWNERS" 1st party (Which expression shall unless excluded by or repugnant to the context, shall mean and include their heirs, Executors, Administrators, legal representative Successor-in-interest and Assigns) of the ONE PART. MoB - 9414076634

AND

M/s Anupama Developers Pvt. Ltd. a Registered Company under Companies Act 1956, having its office at G- D,Shree Kunj Apartment, Bose Park, M. G. Road, Bhagalpur, Bihar through its Managing Director Sri Pradeep Kumar Sharma son of Late Nand Lal Sharma resident of G D, Shree Kunj Apartment, Bose Park, M.G. Road. P.S. Kotwali District and in the town of Bhagalpur by nationality Indian hereinafter referred to as Developer, herein after called to as the DEVELOPERS 2nd party (which expression shall unless excluded by or repugnant to the context or meaning thereof, mean and include its Executors, Administrators, Successors and Assigns) of the SECOND PART. MoB-7766905460

WHEREAS the terms and expression "Owners and Developer" shall mean, unless excluded by or repugnant to the subject or context, their respective transferees, executors, administrators, legal representatives, heirs and assignees; similarly the term and expression "allottees" shall mean the purchaser(s)/buyer(s) of the flat(s).

Pradeep Kumar Sharma
5/10/16

WHEREAS there is a piece of paternal land situated at Mohalla- Tilkamanjhi, Hanuman Path, P.S Tilkamanjhi (Kotwali) District and in the town of Bhagalpur, Bihar appertaining to Khata no. 638 bearing khasra no. 791 ka, kha, ga & gha having an area of .0735 Hectares (equivalent to 10.988 katha;1 katha being 720 square feet) (7908.6sqft) approx. homesteed land under Bhagalpur Municipal Corporation Ward No. 31 holding no. 346 Jamabandi of Bihar Sarkar through Anchal Office Jagdishpur Jamabandi no. 638 stand in the name of Sri Shambhu Nath Sinha and Sri Vishwanath Sinha and their names recorded in khatiyan in joint bounded and butted as follows:- Survey Ward No - 9

North:- Colony 25' Road

South:- Lane

East:- Colony 25' Road

West:- Lane

Consideration - Govt Value Rs 1,81,90,000/- One Crore Eighty One Lac Ninety Thousand Only. II Grade Residential.

WHEREAS Babu Prabhas Chandra Sinha and Smt. Hiranbala Sinha died leaving behind two sons only as their legal heirs namely Late Shambhu Nath Sinha and Sri Vishwanath Sinha who jointly inherited title over the paternal land and their name recorded in the Khatiyan during the recent town Survey operation finalized in the year of 1985 and up-to-date Anchal rent-receipt and Municipal tax receipt is granted in their name and coming in peaceful possession over the land fully described above of this deed.

WHEREAS Late Shambhu Nath Sinha died leaving behind a wife namely Smt Manju Sinha one Son Sri Sanjay Kumar Sinha and two daughters Smt. Sangita Dutta and Smt. Preeti Sinha who have inherited title over the shared land of Late Shambhu Nath Sinha.

WHEREAS Shri Vishwanath Sinha and legal heirs of late Shri Shambhu Nath Sinha decided to construct a multi-stored building over the land fully described as above of this deed.

Vishwanath Sinha 5/10/16

Sanjay Kumar Sinha 5/10/16

Manju Sinha 5/10/16

Sangita Dutta 5/10/16

Preeti Sinha 5/10/16

Pradeep Kumar Sharma 5/10/16

WHEREAS the land in question here is the paternal land of the executant parties and the names of Late Shambhu Nath Sinha and Shri Vishwanath Sinha is recorded in the Khatiyan during the recent revision town Survey operation and coming in peaceful possession over the land fully described above of this agreement.

AND

WHEREAS the owners herein are in peaceful possession of the property fully described above of this agreement as owner and have got good marketable title therein and said owners have not created any encumbrance till date over the same property nor deal in any manner with anybody else.

WHEREAS the land owners fully described above here are interested in constructing a Multi-storied complex thereon as Residential accommodation of flat/flats etc... for which the land owners are not in a position to do and therefore they were/are in search of a suitable developer/ builder to make construction of a Multi-storied building over the property fully described above here at his costs on the terms and conditions to be agreed between them and they expressed their intention before the interested developer fully described above here and lastly negotiated with the terms and conditions with the developer herein, whose reputed company is having experience in the construction line. The name of proposed Multi-storied complex will be VISHWA SHAMBHU ENCLAVE.

WHEREAS as a result of the negotiations between the parties hereto and on the representation and declaration made by the owner as herein recorded in the agreement for development of the said schedule property written hereunder has been arrived at between the parties here to upon terms and conditions here-in-after appearing.

NOW THESE PRESENT WITNESSETH AND IT IS HERE BY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS: -

WHEREAS it is agreed that the complex will consist of habitable residential areas (like flats), common areas (for example lift, staircase, electrical house, water pump house, common walls, road etc. etc.) and areas like car parking places etc. except the common areas, which will be for use of the dwellers of the complex, landowner shall get **40 % share** and the developer shall get **60 % share** of all the constructed/unconstructed areas.

Pradeep Kumar Thakur
5/10/16

Sanjay Kumar Vidyarthi Dubey 5/10/16

Manju Sinha 5/10/16

Rajiti Sinha 5/10/16

Preeti Sinha 5/10/16

WHEREAS the exact division of the floor-wise flats shall amicably be done between Owners and Developers fully described in separate agreement.

WHEREAS as a result of the negotiations between the parties, the parties agree upon the terms and conditions here-in-after appearing:

1. The aforesaid owners hereby appoint the aforesaid Developer as the Developer of the property hereunder, irrevocably, who hereby accept from the owners the exclusive possession, right and license to develop the said landed property detailed in schedule hereunder in the manner and on the terms, conditions and stipulations herein mentioned.

2. The Developer have agreed that the said complex will be constructed as per the building plan and building rules approved by the Competent Authority and it is on that basis that this agreement is being entered into by and between the parties hereto.

3. That immediately after the execution of the Agreement the Developer shall proceed expeditiously with preparation of the plans and drawings for building the complex and apply for their approval by the Competent Authority.

4. The owners shall have no objection if the building plans are submitted to the local authorities on behalf of the owners for approval and for any other permission, or sanction. All fees, costs, charges and expenses relating to such approval/sanction and any other expenses on this score shall be borne by the Developer.

5. It is further agreed that once constructed, the terrace of the complex will be for common use of the occupants. As and when if there is a change in existing B.R.D.A. act or other act or new enactment which shall permit to enhance the building height from the present, in that case the owners shall have the full and absolute right and title to make a fresh agreement for further development or extension of the building giving priority and consideration to this Developer if the other terms and conditions are agreed upon.

6. The owners herein shall always be cooperative in all manners with the Developer and its nominees, appointed by the Developer, for the development of the said property so that the construction of the complex proceeds unhindered. Similarly, the Developer shall always be cooperative in all manners with the owners or their appointed nominee, to

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provide information regarding the progress of the construction of the complex and its development.

7. The Owners are hereby restrained for transferring or dealing with and / or disposing of and/or part with possession of the schedule property during the subsistence of the agreement or without the written consent of the Developers.

8. All rates, taxes and outgoings in respect of the schedule property hereunder shall be paid and borne by the owners till the date of execution of the development agreement of the said property to the developer. Thereafter the same shall be on the account of the Developer till the time allottees/buyers (purchasers of the flats) allocation as mentioned below is made and flats are handed over to the allottees/buyers.

9. We Owners hereby authorize and empower the developers to book, execute registered agreement to sale and also receive the amount from intended purchaser / buyer of our share i.e.; 40% and we owners shall be bound to execute the sale deed in favour of the intended purchaser/buyer as booked by the developers of our 40% share.

10. The Developer and/ or its nominee(s) shall solely and exclusively be entitled to the Developer's 60% share area and shall have absolute right, title and interest over the Developer's share area and they shall fully entitled to transfer, convey, grant, otherwise alienate his/their interest in any manner as deemed fit by, them to any person or persons, Firms Body Corporate. Co-operative Societies, Govt. Agencies etc., on such terms and conditions as may be decided by the Developer or its nominee(s) individually or collectively.

11. The Developer shall have exclusive right to execute the agreement to sale/deed of conveyance in respect of the Developer's allocation in favour of its nominee or nominees / allottee or allottees in such part or part as shall be required by the Developer including the Undivided proportionate share in the land on pro rata basis together with right in all the common facilities etc. and for the aforesaid purpose, the Developer shall if required obtain the certificate under section 230A of the Income -Tax Act 1961 as amended from time to time and shall also obtain all other Permission approvals and/ or Sanctions as are required in law.

12. The Developer's agrees to construct and provide possession of the owner's/developer's allocated area to the owners/allottees within the period of two-and-a-half years from the

Pradeep Kumar Sharma
5/10/16

Sanjay Kumar Singh
5/10/16

Manju Sinha
5/10/16

Preeti Sinha Jayita Singh
5/10/16

5/10/16

date of sanction of the building plan by the Competent Authority with a grace period of six months subject to, the force major and such happenings as beyond the control of the Developer and/or other act of nature, or on such other extended period as mutually agreed by them after the expiry of the said period a fine of Rs.5000/- per day will be payable to the owner for the additional six months. Thereafter the developer shall be ceased to function as developer and the entire land including the incomplete constructed building with entire materials will automatically vest in the legal possession of the owners having complete title and ownership and the owners shall be entitled to utilize, dispose of the same according to their own wishes and further it is made clear that if it happens so the owners shall be free to enter into the agreement afresh with other developer or developers for further development without any let and hindrance by this developer.

13. It is agreed that any agreement or arrangements made or entered into at any time by the owners or the Developer in breach of or violation of terms and conditions, that agreement shall be null and void.

14. The Owners hereby from the date of this Agreement grant exclusive right and license to Developer to enter upon the said land and to take up and proceed with the Development, planning and construction of the said proposed building in terms of this agreement and after demolition of the old house handover vacant possession of the said land property more fully described in the schedule hereunder written. This agreement grants to the Developer a license as contemplated in law.

15. The Developer shall develop the said land in its own account and at its own cost and shall alone be responsible for the development of the said land as fully described in the schedule attached with this agreement and neither the owner nor any persons claiming through the owners shall have any right or interest in the development of the said land except in relation to the owner's area.

16. The Developer shall be entitled to develop the said land by constructing thereon the complex consisting of flats, common usage facilities like lift, road, staircase etc. and other structures in accordance with building plans approved by the Bhagalpur Regional Development Authority as stated herein above.

Sanjay Kumar Sharma 5/10/16

Vishwanath Sharma 5/10/16

Manju Sinha 5/10/16

Jayanta Dutt 5/10/16

Preeti Sinha 5/10/16

Pradeep Kumar Sharma
5/10/16

17. The Owners hereby agree to execute agreement for sale with any purchaser of flats(s) and get the registered sale deed in favor of the said purchaser along with the developers if required. If the owner or developer or any of them neglect and refuse to execute the sale deed in favor of the said purchaser, the purchaser will have the right to get it registered through competent court of law.

18. The Developer and Land Owners further undertake:

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

(b) The Developers indemnify the owners against all third parties claim and always keep them indemnified and harmless in respect of all claims, damages (even arising out of cheating and forgery) of any kind compensation or expenses payable in consequence of any injury of accident sustained by any workmen, artisan, or invitees or other persons in the property who were in the employment of the Developer while in or upon the said land and during the period of construction of the said building thereon. Also, the Developers have the sole responsibility of addressing the legal and financial issues of accidents, if any, during the construction.

19. The Developer shall be entitled to retain only photocopies or certified copies of the original documents pertaining to the said land including title deeds etc. However, the original documents will be produced by the owner for inspection whenever required by the Developer.

20. After delivery of possession of the owner's allocated area all outgoing in respect of the land and the said building thereon shall be borne and paid by the owners and the Developer and/or their nominee(s) proportionately in the proportion of their respective shares in the total built up area (the word proportionately with all its cognitive variation whenever used in these presents shall mean, the proportion in which the parties to and/or their nominee(s) acquiring portions of the building are entitled to the covered areas in the said building).

Pradeep Kumar Ram
5/10/16

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21. The common areas shall jointly be owned by all owners/ purchasers of the said building with equal entitlements to use all common areas and facilities intended for utilization by the occupants of the said building on the same terms and conditions

22. No allottee/purchaser of any part of the said building will have exclusive right, title and interest over the common facilities except the right of common use no one shall have any objection to such common use.

23. The owners/ developer declare that in case any fine or penalty is imposed on the said building for any alleged deviation from the sanctioned plan and/or in any excess construction of the of the built up area then the same shall be borne and paid by the Developer. The owners will not be responsible for any claim from the allottees/buyers for delay in construction from its promised time-schedule

24. It is agreed that in all transfers / conveyances of land and/or built up area the purchaser(s) /transferee(s) shall bear the cost of stamp duty, court fees, service tax and other registration charges.

25. Post construction and allotment, the Developer in consultation with the owner will undertake to constitute a management body of individuals including some allottees , according to prevalent rules, for the maintenance and upkeep of the complex.

26. Developers can enter into loan agreement with any financial institution for sole purpose of construction of the said building, but the entire responsibility of timely repaying the loan including interest in on developers. The owners shall not be held responsible for this.

27. The owners give the right to the developers to represent them in all legal matter pertaining to the construction of this building in any court of law, bear expenses and work towards protecting the interest of the owners.

28. The Developers agree to the following specification for the building: - .

FOUNDATION _: R.C.C foundation as per the design of structural consultant including incorporating anti-earthquake requirements.

STRUCTURE _: R.C.C framed structured with Bricks/ Hollow bricks in cement Mortar as per Design & specification of structural consultant (Architect)

Pradeep Kumar Sharma
5/10/16

Sanjay Kumar Singh
5/10/16

Manju Sinha
5/10/16

Preeti Sinha Sagarika Dutt
5/10/16

Vishnu Mathur
5/10/16

WALL FINISH : All wall and ceilings internally cement plastered and lime colour. Externally, exposed bricks work / plaster will be painted with cement base Paint.

DOOR : Door frames Choukhats of sakhua wood, Door shutters,

WINDOWS: will be Flush shutter, painted with synthetic enamel paint. Fully glazed steel windows with grills painted with synthetic enamel Paint.

ELECTRICALS: Concealed PVC wiring using copper conductors with standard (ISI) Quality materials, electrical accessories, fixture like, lamps, tubes, fans, Etc shall not be provided.

FLOORING_ : Grey Ceramic tiles./ cast in Situ flooring.

BATHROOMS : Grey Ceramic flooring &T high ceramic tiles in walls fittings —all C.P. Fittings of standard made, sanitary ware, white glazed vitreous sanitary Ware.

KITCHEN : Flooring — Vertified tiles, working platform — Granite tiles, Dado 2" high ceramic tiles on working platform.

LIFT: Lift of appropriate and permissible capacity shall be installed by the Developer.

WATER FACILITY: Minimum 10" wide and 370 'deep with befitting and required Motor Pump and other accessories shall be installed by the Developer.

29. That in case of any dispute or difference between the parties arising out of relating to this Development Agreement the same shall be settled by reference to dispute or differences to the Arbitrators appointed by both the parties and as such arbitration shall be conducted under the provisions of Indian Arbitration Act, 1940 as amended from time to time.

30. The Developer has to make sure that registration of sale deeds to respective allottees/ buyers will be one-time affair so that the owners don't need to come repeatedly for the same.

IN WITNESS whereof the parties here to have set their respective hands to this agreement after have read and understood its content on the day, month, year as written above in the presence of the attesting witness who have signed in presence of each other witness.

Pradeep Kumar Sharma
5/10/16

Sanjay Kumar Singh
5/10/16

Manju Sinha
5/10/16

Preeti Sinha Sanjay Singh Dutt
5/10/16

Signature of the LandOwners

WITNESSES:

1. Ujjwal Kumar Das
S/o - Lt Chhedi Prasad Das
Kharmanchak, Bhagalpur
5/10/16 812001

2. Dupak Kumar Sharma
S/o - Sri Nand Kishor Sharma
ADA - Chinchari Tola upper tola
Central Toli Bhagalpur
5/10/16

Vishwamati Singha
5/10/16
Sanjay Kumar Singh
5/10/16
Manju Sinha
5/10/16
Lasyita Dutt
5/10/16
Preeti Sinha
5/10/16

Signature of the Developers

Pradeep Kumar Sharma
5/10/16

अनुसूची [illegible]
संशोधन एवं संशोधित पद्धति १९२७ फारम सं० ७२ (आधा)

भागलपुर नगरपालिका

बिहार सरकार

स्वत्वधारी का नाम और उसकी खेवट संख्या
मध्यवर्ती-सूत्रधारी का नाम और उसकी खेवट संख्या, यदि हो।

गांव महाल परगना तीजी सं०

थाना पट्टी थाना सं० बाड़ी व. ✓

खतियान की क्रम संख्या।	अभिधारी का नाम, पिता का नाम, जाति और निवास।	खेत। खतरा (संख्या)	खेत। बौहदी	भूमि का स्वरूप	रकबा एकड़ में। ए०	रकबा एकड़ में। डि०	अभ्युक्ति।	(१) अधिभोगी रैयत की हैसियत। १। लगान। २ सेस।	१। लगान। २ सेस।	पंजिक बातें यदि हो।
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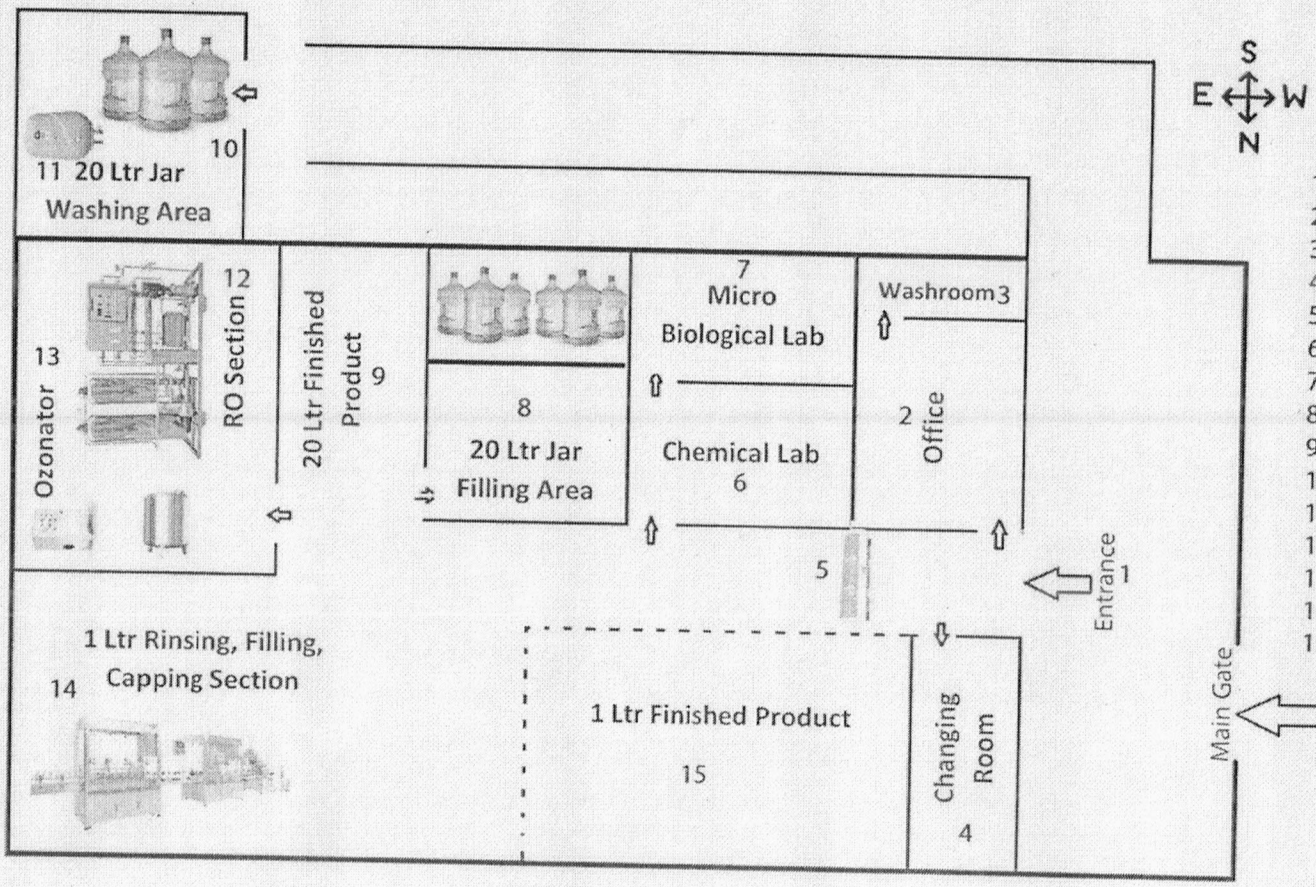
GOVT. OF BIHAR
REGISTRATION, EXCISE & PROHIBITION DEPT.
BHAGALPUR SCORE BHAGALPUR
COURT FEE
Authorization No. 2931
INDIA
बिहार
JUDICIAL
375255
BIHAR

प्रमाणित प्रतिलिपि

Supdt. of Survey

New Layout.



1. Main Entrance
2. Office
3. Washroom
4. Changing Room
5. Air Cutter
6. Chemical Lab
7. Micro Biological Lab
8. 20 ltr Jar Filling area
9. 20 ltr Jar Finished Product
10. 20 ltr Jar washing area
11. Gyser
12. RO Section
13. Ozonator
14. 1 ltr Rinsing, Filling, Capping Section
15. 1 ltr Finished Product

Dolphin Industries

Partner

VSE Additional Development Agreement



बिहार BIHAR

11626
3.10.16

Additional Development Agreement

This AGREEMENT is made on 05 Day of October 2016 at Bhagalpur between Sri Vishwanath Sinha son of Late Prabhas Chandra Sinha Karta of his family resident of Hanuman Path, Tilkamanjhi P.S. Kotwali now Tilkamanjhi, District & in the town of

Bhagalpur, at present residing at B-11, MNIT Campus, JLN Marg, Jaipur - 302017 AND Sri Sanjay Kumar Sinha son of Late Shambhu Nath Sinha resident of Hanuman Path, Tilkamanjhi P.S. Kotwali now Tilkamanjhi.District & in the town of Bhagalpur, at present residing at Flat no.703; Kalimati Apartments, 24/4 Alipore Road , Kolkata - 700 027 self and Smt. Manju Sinha Widow of Late Shambhu Nath Sinha resident of Hanuman Path, Tilkamanjhi P.S. Kotwali now Tilkamanjhi District & in the town of Bhagalpur, at present residing at Flat no. 703; Kalimati Apartments 24/4 Alipore Road Kolkata - 700 027 self and Smt. Preeti Sinha Daughter of Late Shambhu Nath Sinha Wife of Shri R.K.Niranjan, resident of Hanuman Path, Tilkamanjhi P.S. Kotwali now Tilkamanjhi District and in the town of Bhagalpur, at present residing at B-311; Sarita Vihar, NewDelhi - 110 076 Self and Smt.Sangita Dutta Daughter of Late Shambhu Nath Sinha Wife of Sri Saroop Dutta resident of Hanuman Path Tilkamanjhi P.S. Kotwali now Tilkamanjhi District and in the town of Bhagalpur, at present residing at L-601; Indralok Colony Krishna Nagar, Lucknow - 226 023 Self all by Nationality- Indians herein after called "OWNERS" 1st party (Which expression shall unless excluded by or repugnant to the context, shall mean and include their heirs, Executors, Administrators, legal representative Successor-in-interest and Assigns) of the ONE PART.

AND

M/s Anupama Developers Pvt. Ltd. a Registered Company under Companies Act 1956, having its office at G- D,Shree Kunj Apartment, Bose Park, M. G. Road, Bhagalpur, Bihar through its Managing Director Sri Pradeep Kumar Sharma son of Late Nand Lal Sharma resident of G D, Shree Kunj Apartment, Bose Park, M.G. Road. P.S. Kotwali District and in the town of Bhagalpur by nationality Indian hereinafter referred to as Developer, herein after called to as the DEVELOPERS 2nd party (which expression shall unless excluded by or repugnant to the context or meaning thereof, mean and include its Executors, Administrators, Successors and Assigns) of the SECOND PART.

WHEREAS there is a piece of paternal land situated at Mohalla- Tilkamanjhi, Hanuman Path, P.S Tilkamanjhi (Kotwali) District and in the town of Bhagalpur, Bihar appertaining to Khata no. 638 bearing khasra no. 791 ka, kha, ga & gha having an area of .0735 Hectares (equivalent to 10.988 katha;1 katha being 720 square feet) (7908.6sqft) approx. homesteed land under Bhagalpur Municipal Corporation Ward No. 31 holding no. 346 Jamabandi of Bihar Sarkar through Anchal Office Jagdishpur Jamabandi no. 638 stand in the name of

Sri Shambhu Nath Sinha and Sri Vishwanath Sinha and their names recorded in khatiyan in joint bounded and butted as follows:-

North:- Colony 25' Road

South:- Lane

East:- Colony 25' Road

West:- Lane

NOW THESE PRESENT WITNESSETH AND IT IS HERE BY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS: -

WHEREAS the above mentioned parties have entered into a Registered Development Agreement bearing deed no .....dated 05.10.2016 with a view to construct a multi stored building over the land as mentioned the previous development agreement dated 05.10.2016 in which the parties have only shared their share in the said multistoried building in percentage as in total 40% share of both land owners & their heirs than 60 % share shall go in the share of the said developer but in absence of map passing at that time of registration of the previous registered development agreement dated 05.10.2016 .They could not divide their share in flat wise which is being done in this agreement with some additional conditions. Flat wise share and additional terms and condition mentioned below here.

Description of 40% share of Flats of Land Owners whichever be in square feet.

First Floor of Vishwa Shambhu Enclave

Flat No. 101,102,103,104,105

Third Floor of Vishwa Shambhu Enclave

Flat No.301, 303,304

Description of 60 % share of Flats of Developer whichever be in square feet.

Ground Floor of Vishwa Shambhu Enclave

Manju Sinha 5/10/16

Trishi Sinha Rajib Dutt 5/10/16 05/10/16

Pradeep Kumar Ram 05/10/16

Vishwanath Sinha 5/10/2016

Sanjay Kumar Singh 05/10/16

Flat No. G1, G2, G3, G4, G5

Second Floor of Vishwa Shambhu Enclave

Flat No.201, 202,203,204,205

Third Floor of Vishwa Shambhu Enclave

Flat No.302, 305

Car parking is 40% of both the land owners & 60% of developers as per the car parking space available

The Owner herein shall always be co operative in all manners with the Developer and its nominees whom so appointed by the Developer for the development of the scheduled property, so that the development work of a Multi Storied Building/Complex "Vishwa Shambhu Enclave could proceed without ant hindrances and Developer is entitled to star construction of multi stored building to his convenience and shall complete the building as per the map within the period as mentioned in previous agreement.

Signature of the Land Owners

Vishwanath Sinha 5/10/2016

Sanjay Kumar Singh 05/10/16

Manju Sinha 5/10/16

Sanjay Kumar Singh 5/10/16

Preeti Sinha 05/10/16

WITNESSES:

1. Bidur Kumar
New Hillachi
Tilkumarjee

2. Ajit Kumar
New Colony,
Saharsa

Signature of the Developers

Pradeep Kumar Rawat
05/10/16