



बिहार BIHAR

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Serial No. 1879
 क्रम संख्या 2103 तिथि 11-5-17 मूल्य 5000 गैर संख्या 130 पुस्तिका
 Deed No. 4393
 क्रेता का नाम एवं पता: श्री/श्रीमती प्रशान्त कुमार सिंह, मुद्रांक बिक्रेता
 Govt. of Bihar प्र. सिंह, मुद्रांक बिक्रेता
 District Registry Office, Patna कार्यालय, पटना
 Summary of Endorsement
 This document was presented for registration on 13/05/2017 by Manjula Singh
 A Stamp Duty of Rs. 3805200/- and Other Fees of Rs. 61000/- has been paid in it.
 The document was found admissible. The Names, Photographs, Fingerprints and Signatures of the
 Executants and their Identifier, who have admitted execution before me, are affixed on the reverse page.
 The document has been registered as Deed No. 4393 in Book No. 1 Volume No. 99 on pages from 281
 to 306 and has been reserved in total 26 pages in C.D. No. 16 / Year 2017
 दस्तावेज में अंकित वर्णित विवरणों के अनुसार सही पाया गया
 जॉय लिपिक
 प्रशान्त कुमार महाराज
 Date 13/05/2017
 Token No. 5099 / 2017
 Signature with Date
 (Prashant Kumar)
 Registering Officer, Patna

DEVELOPMENT AGREEMENT

This development agreement executed and entered into on this...13th...day of May,
 2017, at Patna

BETWEEN

1. SMT. MANJULA SINGH, Wife of Dr. Devi Nandan Singh, resident of C/O Mr. Justice (Retd.) Jayanandan Singh, 2, Anne Marg, P.S. Sachivalay, Town and District Patna, presently resident of Sheohar House, Airtel Tower, Chakkar, Town and District Muzaffarpur.



1

SCANNED BY

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AMBITION HOMES (P) LIMITED

Rohini W. Agarwal

AMBITION HOMES (P) LIMITED

3/2017

DIRECTOR

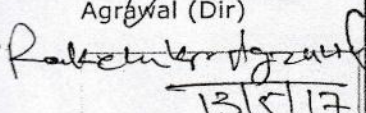
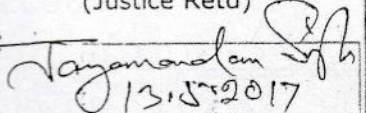
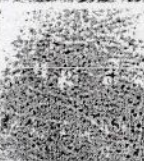
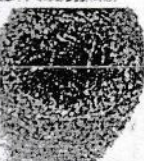
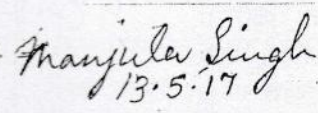
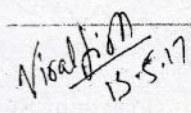
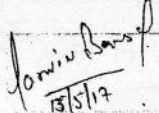
District Registry Office, Patna

Token Number 5099

Reg. Year 2017

Serial Number 4879

Deed Number 4393

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Dilip Kumar Mittal (Dir)						
Sig.	 13/5/17						
Claimant	Rakesh Kumar Agrawal (Dir)						
Sig.	 13/5/17						
Executant	Jayanand Singh (Justice Retd)						
Sig.	 13.5.2017						
Presented By	Manjula Singh						
Sig.	 13.5.17						
Executant	Manjula Singh	☒ Photo	☒ Thumb	☒ Index	☒ Middle	☒ Ring	☒ Little
Sig.							
Executant	Viral Singh						
Sig.	 15.5.17						
Identified By	Praveen Bansal						
Sig.	 13/5/17						



Manjula Singh
13.5.17

2. **SRI VIRAL SINGH**, Son of Sri Shakti Nandan Singh, resident of Sheohar Kothi, Chakkar, Muzafferpur, P.S. Kazi Mohammadpur, District Muzafferpur, State of Bihar.

3. **MR. JUSTICE (RETD.) JAYANANDAN SINGH**, Son of Late Awadheshwari Nandan Singh, presently resident of **SRISHTI**, East Boring Canal Road, P.S. Buddha Colony, Town and District Patna., all Indian Citizen and hereinafter collectively referred to as the "**LAND OWNERS**", (which expression shall, unless excluded by or repugnant to the context or meaning thereto, mean and include their heirs, successors, executors, administrators, legal representatives, nominees and assignees) of the **FIRST PART**.

AND

M/S AMBITION HOMES PRIVATE LIMITED, a Company incorporated under the provisions of the Companies Act, 1956, having its Registered office at behind Narayan Plaza, Off Exhibition Road, P.S. Gandhi Maidan, Town and District Patna (Bihar), through its Directors **SRI DILIP KUMAR MITTAL**, Son of Sri Prayag Chand Mittal, resident of Mittal Sadan, East Boring Canal Road, P.S. Buddha Colony, Town and District Patna and **SRI RAKESH KUMAR AGRAWAL**, Son of Late Ram Narayan Agrawal, resident of B-303, Bansal Tower, R.K. Bhattacharya Road, P.S. Gandhi Maidan, Town and District Patna, hereinafter referred to as the "**BUILDER / DEVELOPER**" (Which expression shall, unless excluded by or repugnant to the context or meaning thereto, mean and include its Successor-in-office, Executors, Administrators, assignees, representatives and officer bearers) of the **SECOND PART**.

WHEREAS, the property hereby to be developed, fully described in Schedule-I of this Agreement, is comprising of land measuring about 19840 (Nineteen thousand Eight hundred and Forty) Sq. ft. in area equivalent to 45.5463 decimals (a little more or less). Out of the aforesaid area a construction has been made over 1200 Sq.ft. of land. The property pertains to Survey Plot Nos. 177 & 1062, Khata Nos. 86 & 167, Thana No. 14844, 14/2316, under Thana No. 04, situated in mauza Rajapur, East

Boring Canal Road, near Rajapur Pul, P.S. Buddha Colony, Town and District



AMBITION HOMES (P) LIMITED
Rakesh K. Agrawal
DIRECTOR

AMBITION HOMES (P) LIMITED
Dilip K. Mittal
DIRECTOR

Tangamanda Singh
13.5.2017

Manojula Singh
13.5.17
Viral Singh
13.5.17

Patna, Sub. and Sadar Registry office Patna, within the limits of Patna Municipal Corporation, The details of aforesaid property is clearly mentioned in Schedule-I of this Agreement.

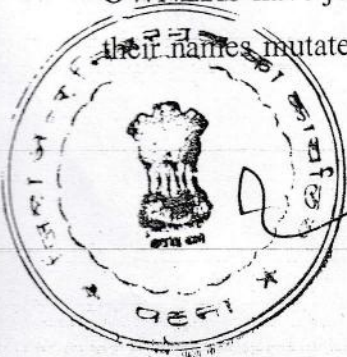
WHEREAS, the said property fully mentioned in Schedule-I of this Agreement is self acquired property of the **LAND OWNERS**, who jointly purchased the same under a registered deed of absolute sale dated 31/03/2012 vide deed No. 12266, registered in Book No.01, Volume No. 215, pages from 366 to 379, C.D. No. 34/2012, registered at Registration office Patna.

WHEREAS, the aforesaid land originally belonged to Smt. Gulab Devi and she was the khatiyani raiyat. Subsequently, the said Smt. Gulab Devi sold and transferred the aforesaid land to Sri Triveni Prasad Singh for a valid consideration who got made the aforesaid construction over it.

WHEREAS, the said Sri Triveni Prasad Singh died leaving behind his 02 (Two) sons namely Sri Harsvardhan and Sri Yashovardhan Singh as his only legal heirs, who after the death of their father inherited the aforesaid property by the right of survivorship and inheritance. They also got their names mutated in Municipal records and were paying holding tax to the concerned department and accordingly tax receipts were issued in their joint names.

WHEREAS, the said Sri Harsvardhan and Sri Yashovardhan Singh jointly sold and transferred the Scheduled-I property, through their appointed attorney Sri Krishnamurti Singh, to the **LAND OWNERS** by a registered deed of absolute sale dated 31/03/2012 vide deed No. 12266, registered in Book No.1, Volume No. 215, pages from 366 to 379, C.D. No. 34 of 2012, registered at Registration office Patna.

WHEREAS, after execution and registration of the aforesaid sale deed, the **-LAND OWNERS** have jointly taken possession of the aforesaid land and have also got their names mutated in Government records (Register-II) and are paying ground



AMBITION HOMES (P) LIMITED
Rakesh K. Singh
DIRECTOR
13/5/17

Tarun Kumar Singh
13.5.2017

Manoj Kumar Singh
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rent to the State of Bihar through Circle office and holding tax to the Patna Municipal Corporation and accordingly receipts are being issued in their joint names.

WHEREAS, thus the LAND OWNERS are seized and possessed of the aforementioned property and are also otherwise sufficiently entitled and empowered to enter into an agreement for Development with the DEVELOPER for construction of commercial multi-storeyed building complex over the said Schedule-I property.

WHEREAS, the DEVELOPER is engaged in the business of real estate development and has approached the LAND OWNERS with a proposal to develop the abovementioned property into a commercial multi-storeyed complex on conversion basis along with all other facilities and amenities.

(A) It is therefore represented and declared by the LAND OWNERS :

- (i) THAT the said Schedule-I property is under their exclusive possession with absolute right, title and interest over it having full marketable title thereon.
- (ii) THAT they have not created any encumbrances on the said Schedule-I property, or any part thereof by way of sale, mortgage, exchange, lease, trust, assessment, rights, gifts, liens, leave land license permission, rent, possession, charges inheritance or any other encumbrance of any other nature whatsoever.
- (iii) THAT no notice or notification for acquisition and/or requisition under any of the statutes, act, rules or regulations, of the past or presently in force, have been received, served or passed by the Patna Municipal Corporation, any Competent Authority, the Income Tax Department or any other government authority, for acquisition or requisition or for creating any charge over the Schedule-I property or any part thereof.

THAT there are no attachments, either before or after judgment and there are no claims, demands, suits, decrees, injunctions, orders, notice, petitions, or



AMBITION HOMES (P) LIMITED
13.5.17
DIRECTOR

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13.5.17
DIRECTOR

Tanujendra Singh
13.5.2017

Manjula Singh
13.5.17
Viral Singh
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adjudication orders affecting or involving or relating to the said Schedule-I property or any part thereof.

(v) THAT the **LAND OWNERS** have not entered in any agreement for sale or development of the said property or any part thereof in the past nor have they made any arrangement with anyone whatsoever regarding the said Schedule-I property or any part thereof in any manner.

(A) AND WHEREAS some time back the **LAND OWNERS** expressed their desire to get a commercial multi-storeyed complex constructed on the said property and for the said purpose, based on representations of the **DEVELOPER**, the **LAND OWNERS** have agreed to enter into this Agreement with the **DEVELOPER**.

(B) AND WHEREAS the **DEVELOPER** offered to develop and construct at its own cost one or more commercial multi-storeyed complex on the said Schedule-I property of the **LAND OWNERS** (hereinafter referred to as the 'said Building') on the terms and conditions contained hereinafter.

(C) AND WHEREAS the Directors of the **DEVELOPER** asked for and the **LAND OWNERS** provided to the Directors of the **DEVELOPER** copies of the title documents and the said Directors have completely satisfied themselves with regard to the title of the **LAND OWNERS** to the Schedule-I property.

(D) AND WHEREAS the **LAND OWNERS** have delivered to the directors of the **DEVELOPER** certified copies/photo copies of all original title deeds, documents and papers relating to the said Schedule-I property for any further examination of the **LAND OWNERS'** title thereto and their use in future before any authority for the purposes of object of this Agreement and the **LAND OWNERS** agree to co-operate with the **DEVELOPER** in such examination of the **LAND OWNERS'** title and to answer and/or comply with all reasonable requisitions or queries that may be made by the **DEVELOPER**

AMBITION HOMES (P) LIMITED
DIRECTOR *Rakesh Agarwal*
13.5.17

AMBITION HOMES (P) LIMITED

Tarandeep Singh
13.5.2017

Manpreet Singh
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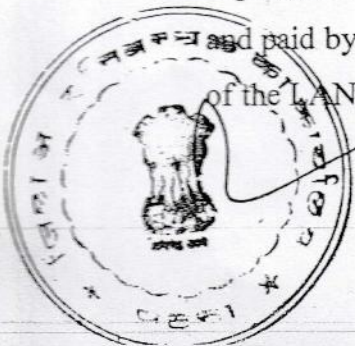
and/or its representative or any competent authority in this regard to establish a marketable title to the said Schedule-I property.

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

(1) THAT the **LAND OWNERS** do hereby appoint, assign and grant permission to the **DEVELOPER** to develop the said Schedule-I property, and the **DEVELOPER** hereby accepts from the **LAND OWNERS** exclusive right and license to enter into and develop the said Schedule-I property written in the manner and on the terms, conditions and stipulation hereinafter mentioned.

(2) THAT after registration of this Agreement the **DEVELOPER** shall acquire a right to enter into the said Schedule-I property for construction of the said Building for all time to come during the validity of this Agreement and the **LAND OWNERS** shall provide all possible facilities all necessary permission to the **DEVELOPER**, their representatives, staff, engineers, architect, workers etc. for the purposes of undertaking any activity or work on the said Schedule-I property for the purposes of construction and development in terms of this Agreement.

(3) THAT It is also agreed between the parties that immediately after execution and registration of this Agreement, but in any event not later than 06 (Six) months, the **DEVELOPER** shall get prepared a building plan and/or all drawings through a registered architect and, with the consent of the **LAND OWNERS**, will submit the same with the competent authority for its approval in its own name and signature or in the name of the **LAND OWNERS** and their signatures for the entire Schedule-I property. All the expenses in getting the building plan approved and sanctioned shall be borne and paid by the **DEVELOPER**. Any paper related to the land and in possession of the **LAND OWNERS**, if required for approval of the said building plan shall



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DIRECTOR

AMBITION HOMES (P) LIMITED

DIRECTOR

Tarunand Singh
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be provided by the **LAND OWNERS** to the **DEVELOPER**. Further, the **DEVELOPER** shall at its own cost and expenses get such building plans sanction and approved from Patna Municipal Corporation, Representatives of the **DEVELOPER** assure the **LAND OWNERS** that they will make all possible efforts to get the plan approved and sanctioned as early as possible. They undertake that they will not cause any delay in the matter by their any action or omission to comply with any requirement of law and made by the Competent Authority. They agree that if **LAND OWNERS** find them causing any delay in matter, they may treat it as a serious breach of this Agreement.

- (4) THAT it is further agreed by the parties that if any alteration in the aforesaid plan, within the parameter of Patna Municipal Corporation Building Rules & Regulations, Bye-laws, norms and custom, becomes necessary, the **DEVELOPER** shall obtain necessary consent/permission of the **LAND OWNERS** in writing and the **DEVELOPER** shall not be entitled to make such alteration except within the permissible limits as per the laws of the Patna Municipal Corporation or competent authority with their due permission or orders.

- (5) That the building shall be constructed on total FAR permissible in law for Schedule-I Property and/or sanctioned by the Patna Municipal Corporation/ Competent Authority

- (6) THAT it is agreed between the parties that, in terms of offer letter of **DEVELOPER** dated 24.05.2016 and acceptance letter of the **LAND OWNERS** dated 3.7.2016 (copies enclosed herewith), the total built-up-area/Carpet area in the proposed Building shall be shared vertically and horizontally between the **LAND OWNERS** and **DEVELOPER** in ratio of 65:35. Thus the **LAND OWNERS** shall be entitled to 65% of the built-up-area/Carpet area and the proportionate undivided share in the plot of land. Similarly the **DEVELOPER** shall be entitled to 35% of the built-up-area/Carpet area and the proportionate undivided share in the plot of land. It is also clearly agreed and understood that the common areas, facilities and amenities (Common Areas and Facilities) shall



AMBITION HOMES (P) LIMITED
13/5/17
DIRECTOR
AMBITION HOMES (P) LIMITED
13/5/17
DIRECTOR
Tayamandla Singh
13.5.2017
Vijal Singh
13.5.17
Mangula Singh
13.5.17

also be shared between the LAND OWNERS and the DEVELOPER in the same ratio. The built-up-area/Carpet area and the proportionate undivided share in the plot of land and the Common Areas and Facilities falling to the LAND OWNERS' share will be hereinafter referred to as the 'LAND OWNERS' Share' and built-up-area/Carpet area and the proportionate undivided share in the plot of land and the Common Areas and Facilities falling to the DEVELOPER'S share will be hereinafter referred to as the 'DEVELOPER's Share'.

(7) THAT soon after sanctioned of the building plan of the proposed Building by the Competent Authority, both LAND OWNERS and DEVELOPER shall jointly demarcate LAND OWNERS' Share and the DEVELOPER'S Share whereby the built-up-area/Carpet area and the Common Areas and Facilities falling to the respective share of the LAND OWNERS and the DEVELOPER will be clearly and specifically mentioned and marked.

(8) THAT however in case at the time of demarcation it is found that LAND OWNERS' Share of 65 % of the built-up-area/Carpet area is not covered in the form of the complete units to be handed over to them, it will be open to the LAND HOLDERS to either take price of such incomplete area as per the prevalent market price, as on the date of submission of application for issue of completion certificate, from the DEVELOPER or to take the short fall in the area of the complete unit from the DEVELOPER'S Share on payment of the prevalent market price for it to the DEVELOPER. This will be decided mutually and with a view to complete the unit(s) and share of the LAND OWNER.

(9) THAT the DEVELOPER will develop and construct the proposed Building with all amenities and facilities therein and thereon in terms of the offer letter within a period of 36 (Thirty Six) months from the date of sanction of the building plan by the Patna Municipal Corporation/Competent Authority or from the date of execution of this Agreement whichever is later. In case the



ANANTH MOVED P. LIMITED
Director - K. Aggarwal
13.5.17 DIRECTOR

ANANTH MOVED P. LIMITED
13.5.17

Tajwarul Haque
13.5.2017

Manjushree Singh
13.5.17
Vishal Jindal
12.5.17

(11) That after completion of all construction and development work of Schedule-I Property, the **DEVELOPER** shall invite the **LAND OWNERS** for inspection and, upon their satisfaction, shall prepare a completion report and, under joint signature of the representatives of the **DEVELOPER** and the **LAND OWNERS**, shall submit the same with necessary application to the Patna Municipal Corporation / Competent Authority for issue of completion / occupancy certificate. Notwithstanding the signature of the **LAND OWNERS** on the application, the **DEVELOPER** shall, at all times, be responsible for compliance of all legal requirements and respond to all requisitions of all authorities in the process, with all necessary co-operation from the **LAND OWNERS**, and obey all directions and instructions of any competent authority till the due completion certificate is issued.

(12) THAT if there is delay on account of unforeseen circumstances beyond the control of the **DEVELOPER**, e.g. natural calamities like floods, earthquake, war, strike and riots etc., affecting normal activities and movement in Patna town or affecting the supplies from outside or otherwise affecting the construction work, the period mentioned above shall be extended by mutual consent of the parties to this Agreement for the period such circumstances continue to exist. The period to be extended shall be assessed and decided by the **LAND OWNERS** and the **DEVELOPER** jointly or by their representatives.

(13) That on completion of the development work in all respects and on completion of the Building, the possession over respective shares of the **LAND OWNERS** and **DEVELOPERS** shall become absolute and in exclusion of each other after two months of submission of application for completion/ occupancy certificate and thereafter absolute right and title over its demarcated share shall devolved on the **DEVELOPER** and for this, if and as and when necessary, the **DEVELOPER** shall get any legal formalities performed and completed by the



AMBITION HOMES (P) LIMITED
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DIRECTOR

AMBITION HOMES (P) LIMITED

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Tajamdar Singh
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Manjira Singh
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LAND OWNERS which they will be obliged to do as and when asked for without any term or condition whatsoever.

(14) **THAT** notwithstanding the above, the **LAND OWNER** and the **DEVELOPER**, both, shall be entitled to deal with their respective demarcated share or part or **UNIT(s)** thereof in any manner during the entire period of validity of this Agreement after its registration as they deem fit including entering into agreement and/or offering to sell, lease or mortgage the same to third party(ies), provided that they shall only be entitled to transfer the title and handover possession thereof to the third party only after 02 months from the date of submission of application for completion/occupancy certificate before the Patna Municipal Corporation / Competent Authority

(15) **THAT** It is made clear that if, after registration of this Agreement, the **DEVELOPER** receives any offer from the landowner of any adjoining plot/land to the said Schedule-I property of the present **LAND OWNERS** for development of such plot/land, the **DEVELOPER**, with due information to the present **LAND OWNERS**, may negotiate with him and, with consent of the present **LAND OWNERS**, may accept the said offer and enter into an independent agreement with him and in that event, and subject to mutually agreed terms and conditions between the present **LAND OWNERS** and the **DEVELOPER**, to be reduced in writing before hand over the vacant possession of the Scheduled land, the **DEVELOPER** may prepare a common plan for buildings on both the land and, with signatures of both the **LAND OWNERS** and representative of **DEVELOPER** submit the same within 06 months from the date of execution and registration of proposed development agreement with the **LAND OWNER/S** of the adjoining land/ plot. The **DEVELOPER** may assure and ensure free and unobstructed ingress and egress to the landowner of that plot/land and/or his transferees and occupants of building or part thereof, which may come up on that plot/land, from any passage or pathway constructed by the **DEVELOPER** on the said Schedule-I property of the present **LAND OWNERS**, for all time to come. But this right

AMBITION HOMES (P) LIMITED
DIRECTOR

AMBITION HOMES (P) LIMITED
DIRECTOR

Tanvinder Singh
13.5.2017

Ananyula Singh
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will accrue only after building /construction on the said plot/land is complete. However during construction of proposed multi-storeyed building complex on both the land, present **DEVELOPER** and its staff, labours may use the said passage or pathway for the purpose of development of the adjoining land.

(16) THAT it is made expressly clear that time is essence of this Agreement and there shall be no grace period or extended period except in the circumstances and in the manner as mentioned in and dealt with in the above paragraphs of this Agreement.

(17) THAT in case any sales tax, VAT, GST, purchase tax, service tax or any other government duty or tax (not being the Income Tax) becomes payable in relation to the respective shares of the parties after completion of the Building and they taking over exclusive possession of their respective demarcated share, then the respective parties shall be liable to pay the same to the extent of their demarcated share.

(18) THAT there is an old dilapidated dwelling house constructed over the Schedule-I property measuring about 1200 Sq. ft. as mentioned above. It is agreed between the parties that the **DEVELOPER** will get all the existing structures/construction demolished at its own cost and expenses within 90 days from the date of execution and registration of this development agreement and thereafter the **LAND OWNERS** permit the **DEVELOPER** to enter into the Schedule-I property for construction and development purposes in accordance with the terms and conditions of this Agreement.

(19) THAT during the entire period of construction, the **DEVELOPER** and its concerned representatives shall be exclusively responsible throughout for any accident or incident which may be caused during the period of construction and they will be solely responsible and answerable before any court of law for the same. The **LAND OWNERS** will not be responsible for the same in any way.



AMBITION HOMES (P) LIMITED
Rakesh K. Agarwal
13.5.17
DIRECTOR

AMBITION HOMES (P) LIMITED
13.5.17
DIRECTOR

Tanvir Anwar
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Vinodini
13.5.17
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(20) That it is agreed between the parties that before the demolition of the old structure and clearing of the land for development and for the period of development, the **DEVELOPER** will arrange an accommodation for the **LAND OWNERS** for their residence and the rent and maintenance if any of the said flat/ house will be paid by the **DEVELOPER** till the completion and till 02 months after filing of application before the competent authority for issue of completion report.

(21) THAT the entire multi-storeyed building shall be constructed by the **DEVELOPER** and the entire cost to be incurred for construction shall be borne and paid by the **DEVELOPER** including the cost of sewerage, drainage with all fittings, amenities, electric fittings, deep boring, water connection, electrification, generator, lift, intercom, etc. Further the electric charges, municipal tax, land rent etc., after the registration of this Agreement and till the final finishing and completion of the entire building to make it habitable for the **LAND OWNERS** and other inmates or occupants of the building and till the date of submission of application for completion/occupancy certificate by the Competent Authority shall be paid by the **DEVELOPER**.

(22) THAT the name of the proposed multi-storeyed residential building complex shall be mutually agreed upon by both the parties.

(23) THAT the **LAND OWNERS** and/or their nominees shall always have the right to inspect the ongoing construction and enter into any semi-finished or finished structure, to verify that the construction and development is in accordance with the sanctioned building plans for the Building and specifications as specified/mentioned in this Agreement. Any deviation/defect pointed out by **LAND OWNERS** shall be rectified by the **DEVELOPER**.

(24) THAT Subject to what is stated above, both the parties would have absolute right, title and interest over their respective shares along with the proportionate undivided share in the land with an exclusive right to transfer, convey, sell



AMBITION HOMES (P) LIMITED
Rubeen Khatun
13.5.17
DIRECTOR

AMBITION HOMES (P) LIMITED
13.5.17
DIRECTOR

Tarun Singh
13.5.17
Vishal Singh
13.5.17
Manjula Singh
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grant lease or otherwise alienate their interest to any person or persons, association of person, firm, body corporate etc. on such terms and conditions as they may deem fit and proper.

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Rakesh K. Agarwal
DIRECTOR

(25) However in future if in case the entire building is required to be demolish or gets razed and/or the building becomes inhabitable as a result of any natural calamity, all the **LAND OWNERS, DEVELOPER** and purchasers and otherwise title holders to the building will get right and title in the land proportionate to their share in the Building. But no individual title holder shall have the right to demolish his/her/their unit or units or share in the Building separately and demand share in the land.

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Rakesh K. Agarwal
DIRECTOR

(26) THAT the certificate of the architect regarding measurement of the built-up area, and common service area will be final. However, the **LAND OWNERS** may get it verified for their own satisfaction and at their own expense.

(27) THAT the entire cost to be incurred for construction and development of Schedule-I property till its completion shall be borne and paid by the **DEVELOPER**. The **DEVELOPER** will construct the proposed Building strictly as per the building plan sanctioned and approved by the Patna Municipal Corporation. and the **DEVELOPER** and its representatives shall be responsible throughout for all the work being done and executed on the said land.

Targan Singh
13.5.2017

(28) THAT the construction of the said Building will be of 'Super Deluxe' quality and the **DEVELOPER** will use only super quality materials in construction, finishing and furnishing the Building detailed specification of which are mentioned and as specified in schedule-II herewith and the same shall always be treated as part of this Agreement.

Mangala Singh
Vishal Singh
13.5.17
13.5.17

(29) THAT the **LAND OWNERS** shall be entitled to verify and check the quality of materials to be used by the **DEVELOPER** for construction of the building. If the **LAND OWNERS** find that the materials used for construction is not up to



the marks and not of good quality then they will be at liberty to intimate the same to the **DEVELOPER** and suggest them to use better quality materials. In case the **LAND OWNERS** express doubt or object in writing to the quality of work being executed and/or the materials being used, it shall be the duty of the **DEVELOPER** to correct it and satisfy the **LAND OWNERS** about necessary rectifications to be done failing which the **LAND OWNERS** shall be entitled to stop the work till the corrective measures are taken by the **DEVELOPER**. However this period shall not be deducted from the time limit fixed for completion of the work and the period of validity of this Agreement.

- (30) THAT as agreed upon between the parties that the **DEVELOPER** has paid a sum of **Rs. 20,00,000/-** (Rs. Twenty lacs) only through RTGS to each of the **LAND OWNERS** as non-refundable amount which each **LAND OWNER** acknowledges. However, in case due to defect of title of **LAND OWNERS**, the **DEVELOPER** is unable to construct or complete the proposed building then in that case the **LAND OWNERS** shall refund the entire non-refundable amount to the **DEVELOPER** without any interest. The details of payment made by the developer to the **LAND OWNERS**.

Sl.No.	Mode of payment.	Dated.	Pay to.	Amount.
a.	Through RTGS.	05/09/16	Smt. Manjula Singh.	Rs.10,00,000/-
b.	Through RTGS.	23/01/17.	Smt. Manjula Singh.	Rs.10,00,000/-
c.	Through RTGS.	05/09/16	Sri Viral Singh.	Rs.10,00,000/-
d.	Through RTGS.	23/01/17.	Sri Viral Singh.	Rs.10,00,000/-
e.	Through RTGS.	05/09/16	Mr. Justice (Retd.) J.N.Singh .	Rs.10,00,000/-
f.	Through RTGS.	06/10/16	Mr. Justice (Retd.) J.N.Singh .	Rs.10,00,000/-

- (31) THAT the **LAND OWNERS** shall at no point of time demand any sum of premium or any interest in any dealing regarding settlement of **Developer's Share**, by way of lease, sale or otherwise and, as and when necessary and in the manner required by law, they shall execute all such deeds and documents as may be required from the **DEVELOPER** in this regard.,



AMBITION HOMES (P) LIMITED
DIRECTOR
13/5/2017

Manjula Singh
Viral Singh
13/5/17

- (32) THAT the **LAND OWNERS** hereby undertake not to sell, dispose of, alienate, charge, encumber, sublease or otherwise transfer the said land and/or property or any part thereof and further undertake ~~not to do any act or acts, deeds, matters or things as shall be in breach of terms of this Agreement save and except allowing the said DEVELOPER and its agents and representative thereon for the purpose of development pursuant to this Agreement. Subject to the DEVELOPER performing its obligations under this Agreement, the LAND OWNERS shall not obstruct the DEVELOPER from carrying on the development activities on the said property as per this Agreement.~~

- (33) THAT the entire cost for registration of this Agreement shall be borne and paid by the **DEVELOPER**.

THE DEVELOPER FURTHER UNDERTAKES:-

- (A) THAT they will not do any act of commission, omission, expressly or impliedly, directly or indirectly by which the **LAND OWNERS'** right, title and interest over the said Schedule-I property may in any manner be adversely affected nor shall do any act or deal with its share of the property or authorise its transferees or allottees to do such act or deal with area of property in their possession in such a manner as to adversely affect the share of the property of the **LAND OWNERS** or its use in any manner.

- (B) THAT the **DEVELOPER** shall be entitled to mortgage its own demarcated share or part thereof only to any financial institution for taking project loan to complete the construction of the proposed multi-storeyed building complex. But the **DEVELOPER** shall be solely responsible to repay the said loan and the **LAND OWNERS** will have no concern with the same nor they shall be liable to pay the said loan nor their demarcated share shall be affected by it in any manner whatsoever. It is also clarified that in case of any legal proceeding in respect of such loan, the concerned financial institution shall be entitled to put a charge only against the demarcated share of the **DEVELOPER** in the



AMBITION HOMES (P) LIMITED

AMBITION HOMES (P) LIMITED
Rakesh K. Agrawal
13/5/17
DIRECTOR

Tajamul Singh
13.5.2017

Vinodini
13.5.17
13.5.17

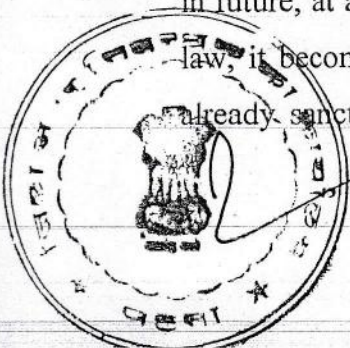
building/complex and the share of the **LAND OWNERS** shall remain free of any such legal proceeding or action. However individual purchasers of the shops, office space and ~~car parking space~~ may obtain loan from any financial institution or any other authority concerned on the basis of an agreement with the **DEVELOPER** or the **LAND OWNERS** to purchase the concerned shop, office space or car parking space by mortgaging only the said unit mentioned in such agreement to be purchased by the intending purchaser and the purchaser shall solely be responsible to repay the said loan.

- (C) THAT the **DEVELOPER** will indemnify the **LAND OWNERS** and always keep them indemnified and protected in respect of all claims, damages, compensation or expenses payable in consequences of any injury or accident sustained by any workman, artisan or invitees or other person whether in the employment of the **DEVELOPER** or not while in or upon the said property and during the period of construction work going on in the complex and till its completion.

- (D) That it is also agreed between the parties that the parking space shall not be sold to any outsider or stranger other than the purchasers and/or owners of any part of the Building.

- (E) THAT after completion of the Building in all respects, all out going in respect of the said Schedule-I property and the said Building thereon shall be borne and paid by the **LAND OWNERS** and the **DEVELOPER** and/or their nominees/purchasers/allottees, as the case may be, separately and proportionately in the proportion to their respective share and/or occupation in the total super built-up area.

- (F) THAT the **LAND OWNERS** and the **DEVELOPER** hereby agree that in case, in future, at any time, due to relaxation in the Building Bye-laws, or any other law, it becomes possible to construct any extra built-up area beyond the area already sanctioned by Patna Municipal Corporation or Competent Authority,



AMBITION HOMES (P) LIMITED
13/5/17
DIRECTOR

AMBITION HOMES (P) LIMITED
13/5/17
DIRECTOR

Tajendra Singh
13.5.2017

Manvendra Singh
Vishal Jini
13.5.17
13.5.17

the same shall be built by the **DEVELOPER** at its own cost and shall be divided between the **LAND OWNERS** and **DEVELOPER** in the same proportion and manner, as fixed and mentioned herein in this Agreement.

- (G) THAT the **DEVELOPER** shall be entitled to retain only photocopies/certified copies of the original documents pertaining to the said property including title deeds etc. However, the original documents will be produced by the **LAND OWNERS** for inspection and photocopies will be given whenever required by the **DEVELOPER** or its representatives or any competent authority. However finally all the original documents shall be handed over back to the **LAND OWNERS**, and only the concerned original documents shall be given to the society/association of owners /allottees of **UNITS** concerned, as the case may be.

- (H) THAT the construction of the said multi-storeyed building will be super deluxe quality and the detailed specification is hereby attached and will be treated as part of this agreement and if the **DEVELOPER** manages to construct any additional area (within the approved norms) more than the mentioned total area in the present sanctioned plan, the **LAND OWNERS** and the **DEVELOPER** will have share in the additional area in same ratio as mentioned above.

- (I) THAT the **DEVELOPER** may form, as it deems proper, with the consent of **LAND OWNERS**, an Owners' Association/Management Committee for maintenance of the common service area of the building and/or entire complex and in due course, the unit owners and/or their successors-in-interest shall become members of such a body formed by the **DEVELOPER** and the unit owners, their successors-in-interest, respective agents, licensees, tenant etc. shall be bounded to abide by the rules and regulations as may be formed by the **DEVELOPER** or the body in any form from time to time and they shall be bound to contribute towards the costs of formation of such organization as well as to pay the regular maintenance charges as may be fixed and revised from time to time by the **DEVELOPER** for the maintenance and management of the

AMBITION HOMES (P) LIMITED

DIRECTOR

AMBITION HOMES (P) LIMITED

DIRECTOR

13.5.2017

13.5.17



entire said Building complex, except the internal part of **UNITS**. It is further made mandatory and agreed upon by the LAND OWNERS and the **DEVELOPER** that any agreement by them with any third party giving the third party any right of title or possession shall contain a clause binding the third party to become member of such body and pay said contributions regularly and comply with the rules and regulations of the said body.

- (J) THAT the common area shall be jointly owned by all the owners of all the portion of the said multi-storeyed building with equal and co-extensive entitlements to use all common area and facilities intended for utilization by occupants of the said building on the same terms and conditions applicable to all such utilization. No owner of any part of the said building will have any exclusive right, title and interest over the common area and common facilities, or right to put any hindrance or obstruction by putting on any object or creating any structure, temporary or permanent and of any sort, except the right to common use.

- (K) THAT the **LAND OWNERS** and the **DEVELOPER** agree that if any levy is imposed by the Patna Municipal Corporation or any other public body or bodies or the government for the development/betterment of the area, in which the said property is located or any other levy becomes applicable on the said land or the building thereon then the same shall be paid by the LAND OWNERS and the **DEVELOPER** (or its allottees) jointly in the same proportion as their respective shares of super built-up area in the said building.

- (L) THAT the **DEVELOPER** agrees that in case any fine or penalty is imposed on the said Building for any alleged deviation from the sanctioned plan, resulting from any excess construction of the built-up area within the Bye-laws then the same shall be borne and paid by the **DEVELOPER**.

MA THAT the **LAND OWNERS** agree and undertake that in case of any dispute or litigation by person(s) claiming to be the co-sharer of any part of the said

AMBITION HOMES (P) LIMITED
W. Agrawal
13/5/17
DIRECTOR

AMBITION HOMES (P) LIMITED
13/5/17
DIRECTOR

Tanwanda Singh
12.5.2017

Margyula Singh
13.5.17
Vishal Jindal
13.5.17



SCHEDULE-I

DETAILS OF THE PROPERTY OWNED BY LAND OWNERS FIRST PART

All that piece & parcel land measuring about 19840 (Nineteen thousand Eight hundred and Forty) Sq.ft. equivalent to 45.5463 decimals little more or less, out of aforesaid area a construction has been made over 3274 Sq. ft. of land, pertaining to Survey Plot Nos. 177 & 1062, Khata Nos. 86 & 167, Tauji No. 14844, 14/2316, under Thana No. 04, situated in mauza Rajapur, East Boring Canal Road, near Rajapur Pul, P.S. Buddha Colony, Town and District Patna, Sub. and Sadar Registry office Patna, within the limit of Patna Municipal Corporation, and the same is bounded and butted as follows:-

BOUNDARY

North : Mihir Path (Colony Road,
South : Agrawal House,
East : Sri Abhay Nath Sahay & Sri Ajit Nath Sahay,
West : East Boring Canal Road.

DIMENSION OF LAND

North : 155 feet (One hundred and Fifty Five),
South : 160 feet (One hundred and Sixty),
East :- 123'-6" (One hundred Twenty Three feet and Six inches)
West : 124'-6" (One hundred Twenty Four feet and Six inches)

Note :- Govt. value is mentioned at Code No. & Zone 5 of M.V.R. 40,00,000/-

SCHEDULE- II

FEATURES AND SPECIFICATION OF AND THE MATERIAL TO BE USED FOR CONSTRUCTION AND FITTINGS.



AMBITION HOMES (P) LIMITED
Rajendra K. Agrawal
DIRECTOR

AMBITION HOMES (P) LIMITED
Rajendra K. Agrawal
DIRECTOR

Rajendra K. Agrawal
13.5.2017

Manjula Singh
Vidyalin
13.5.17

VALUATION

- (1) Total plot area 19840 Sq.ft ~~equivalent to~~ 45.554 decimals @
Rs.40,00,000/- per decimals, under Thana Code No. 234, Zone-V.
Rs.18,22,19,000/-
- (2) Constructed area measuring about 1200 Sq.ft.
@ Rs. 1700 per Sq.ft. Rs.20,40,000/-
Total Rs. 18,42,59,000/-

IN WITNESS WHEREOF the **LAND OWNERS** and **DEVELOPER** have set
their hands to this deed of Development Agreement with their free will and
sound mind on the day, month and the year first above mentioned in the
presence of the following witnesses.

WITNESSES :-

1. Munir Singh
w/o Justice (Retd.) Jagmohan
Singh, Srishti East Boring
Canal Road, Patna-800001,
13/5/17
2. Pavleen Bansal
Shashi Ram Gopal Bansal
Ambika Kutir, Dargapuri
Gola, Patna 800004
13/5/17

Munir Singh 13.5.17
Signature of the Land Owner No.1.

PAN No. AKXPS7381P

Viral Singh 13.5.17
Signature of the Land Owner No.2.

PAN No. BQVPS2177L.

Jagmohan Singh
13.5.2017
Signature of the Land Owner No.3.

PAN No. AACHI4632F.

AMBITION HOMES (P) LIMITED

Signature of the DEVELOPER.

DIRECTOR

Dilip Kumar Mittal
13/05/17
DILIP KUMAR MITTAL

PAN No. AAHCA7498N

AMBITION HOMES (P) LIMITED

Rakesh Kumar Agrawal
13/05/17
RAKESH KUMAR AGRAWAL

DIRECTOR

PAN No. AAHCA7498N



मलान का सत्यापन बैंक रजिस्ट्रार से किया।

सभी प्रकार के रोक से मुक्त पत्र

Summary of Endorsement

This document was presented for registration on this Monday, the 26th of March 2012 by **Krishnamurthi Singh (Agent)**.

A stamp duty of Rs. 4446300/- and other fees of Rs. 1143294/- 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. 12266 in Book No. 1, Volume No. 215 on pages from 366 to 379 and has been preserved in total 14 pages in C.D. No. 34 / Year 2012.

SCANNED

SCORE

Signature with date

(Ashok Kumar Thakur)

Registering Officer, Patna

Date : 31/03/2012

Token No. : 12005 / 2012

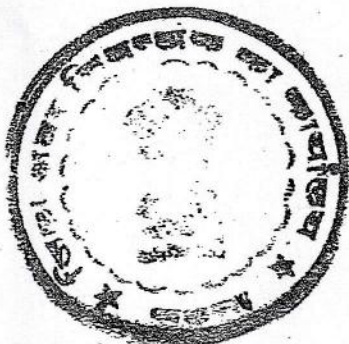
DEED OF ABSOLUTE SALE

(1) - Details of vendors:-

1. - **MR. HARSVARDHAN** son of Late Tribeni Prasad Singh, resident of village Ghataro, P.O. Ghataro, P.S. Kartaha, Distt. Vaishali, Bihar, presently residing at 1904 Happy Hollow Rd, W. Lafayette, Indiana, USA having PAN No. AEUPH0386L and PIO Card No. P0248061,

and

2. - **MR. YASHOVARDHAN SINGH** son of Late Tribeni Prasad Singh, resident of village Ghataro, P.O. Ghataro, P.S. Kartaha, Distt. Vaishali, Bihar, presently residing at Kolpingstr,



रजिस्ट्रार
पटना

26/3/12

44, Menden, Sauerland, Germany, having PAN
No. DACPS9713K and PIO Card no.
P0250770,

- hereinafter referred to as the **'the VENDORS'**, of the
FIRST PART.

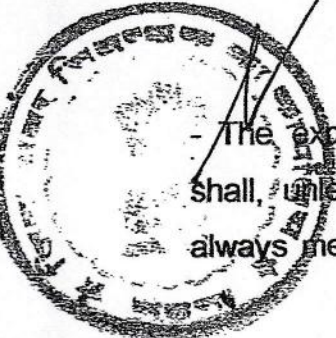
— THROUGH THEIR CONSTITUTED
ATTORNEY Sh. Krishnamurti Singh S/o Sh. Devi
Nandan Singh R/o B-95, Manav Asthali apartments,
Vasundhara Enclave, Delhi-110096 at present residing at
Sheohar House, 59-Nageshwar Colony, Patna-800001,
duly appointed ~~vide a Deed of Special Power of~~
Attorney dated 25-11-2011 duly registered at Patna
Registration Office as deed no. 5806 in Book No. 4,
Volume No. 77 at Pages 9 to 16 in C.D. No. 12 / Year
2011 hereinafter referred to as the **'the VENDORS'**, of
the FIRST PART.

(2) – Details of vendees :-

1. – **SMT. MANJULA SINGH** wife of Dr. Devi
Nandan Singh R/o C/O Justice Jayanandan
Singh, 2 - Anne Marg, Patna, Bihar, and
2. – **SHRI VIRAL SINGH** son of Shri Shakti
Nandan Singh, R/o Sheohar Kothi, Chakkar,
Muzafferpur, Bihar, and
3. – **JUSTICE JAYANANDAN SINGH** son of Late
Shri ~~Awadheshwari Nandan Singh, R/o~~ 2 -
Anne Marg, Patna, Bihar,

all permanent residents of P.O., P.S., town
and district Sheohar, Bihar

- hereinafter collectively referred to as the
"VENDEES", of the SECOND PART.

The expression of terms **"the Vendors"** and **"the Vendees"**
shall, unless repugnant to the context or meaning hereof, shall
always mean and include their legal heirs, successors, attorneys,

legal representatives, administrators, executors, nominees, assignees etc., as the context may require

- The Vendor and the Vendees are hereinafter sometimes jointly referred to as Parties and individually as a Party.

(3) – Nature of deed – Deed of absolute sale

(4) – Consideration of sale :- Rs.- 2,80,00,000/- (Rupees Two Crores Eighty Lacs Only). Stamp Duty paid on Rs.- 5,85,53,000/-

4.1) Land Value = 5,46,56,940 (A)

4.2) Old residential house value = Rs 55,65,880/- less depreciation from year 1978-1979

Rs 16,69,740/- Net Total Value= Rs 38,96,060/- (B)

4.3) Gross Value of Stamp Duty :- Rs 5,85,53,000/- (A + B)

(5) – Description of property :-

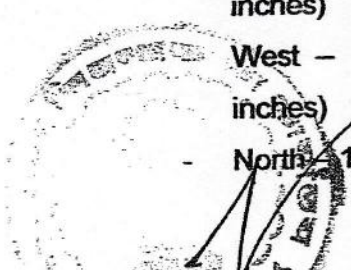
- Area - 19840 Sq. ft (45,5463 Dec), including old double storied house comprising area of 3274 sq feet.
- Nature - Residential – cum - Commercial
- Circle No. – 246, Holding No. – 586/505/4 14/405, Ward No. - 24
- Patna Municipal Corporation (New Capital Area) ,
- East Boring Canal Road, Near Rajapur Pul, Town - Patna
- Sub-Registration Office – _ Patna _ , District Registration Office - _ Patna
- Khata No. 86 & 167, Khesra No. 177 & 1062, (OLD) Tauji No. 14844, 14/2316, Thana No. 4, Mauza – Dujra, Suvey Thana Phulwari Sharif, -Registry – Patna, Dist - Patna

Boundary :-

- East – Sri Abhay Nath Sahay & Sri Ajit Nath Sahay
- West – East Boring Canal Road (Principal Road)
- North – Mihir Path (Colony Road)
- South – Agrawal House

Measurement:-

- East – 123' 6" (One Hundred Twenty Three feet Six inches)
- West – 124' 6" (One Hundred Twenty Four feet Six inches)
- North – 155' (One Hundred Fifty Five feet)



- South – 160' (One Hundred Sixty feet)

(6) – Nature of Land :-

- Residential – cum – Commercial

(7) – Ownership of land :- Ancestral

(8) – Registered deed of agreement to sell - NO

(9) - WHEREAS

a. – The VENDORS are the absolute joint owners and in possession of the property comprising of land measuring 14 Kathas 11.4 Dhurs (19840 Sq. ft.), as described in column (5) above, ~~having an old residential building thereon comprising of Ground and First Floor together with a garage and double storied out-house, , within the territorial limits of Patna Municipal Corporation, Patna, popularly known as Triveni House (herein after referred to as the "SAID PROPERTY").~~

b. – The VENDORS inherited the property on the death of their grandmother ~~Late Gulab Devi, and their father Late Triveni Prasad Singh long time back and now the said property stands mutated in Patna Municipal Corporation Records in their joint name vide order dated 6/6/2011, passed by Executive Officer in case no. 1376/10-11.~~

c. – The VENDORS are now permanently residing in United States of America (USA) and Germany respectively and are not likely ~~to return to India in foreseeable future and are therefore desirous of selling and transferring the said Property for their bonafide need and requirement.~~

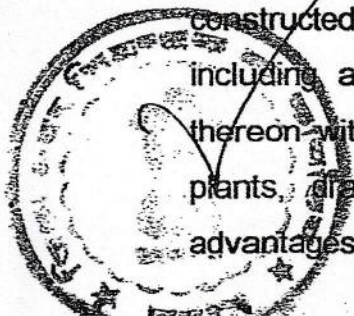
d. – The VENDORS for their bonafide need and requirement have agreed to sell, transfer, assign and alienate all their right, title and interest in the said Property to the VENDEES and believing the representations and assurances and warranties of the VENDORS ~~to be true and correct the~~ VENDEES have agreed to purchase the said Property from the VENDORS at a total consideration as mentioned in column (4) above.



e. – THE VENDORS have received full consideration as mentioned in column (4) above earlier and nothing remains to be paid by the VENDEES in respect of sale of this property. But due to paucity of time the VENDORS have not been able to execute and register a sale deed in favour of the VENDEES. Hence they have appointed Sri Krishnamurti Singh, as described above as their ATTORNEY through a registered DEED of SPECIAL POWER OF ATTORNEY on 25.11.2011 registered at Patna Registration Office, as detailed above, to execute, sign, present and get registered this Deed of Absolute Sale on their behalf in favour of the VENDEES and to do all acts, deeds and things that may be necessary in the process (copy of the Deed of Special Power of Attorney attached herewith).

NOW THIS DEED of ABSOLUTE SALE WITNEESETH as under:

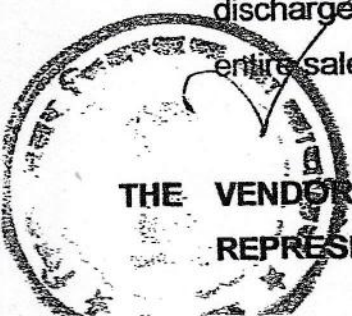
1. That in consideration of a sum as mentioned in column (4) above, being the total sale consideration paid by the VENDEES (in case of Vendor no. 1, by she and her husband together and in case of Vendor no. 2, by his father and in case of Vendor no. 3, by himself) to the VENDORS and acknowledged by them, the VENDORS doth hereby grant, sell, transfer, convey and assign unto the VENDEES ALL THAT the SAID PROPERTY, comprising of land measuring 14 Kathas 11.4 Dhurs (19840 Sq. ft.), as described in column (5) above, having an old residential building thereon comprising of Ground and First Floor together with a garage and double storied out-house, within the territorial limits of Patna Municipal Corporation, Patna popularly known as Triveni House. The SAID PROPERTY, including the open land along with the entire building constructed thereon, with all appurtenants and hereditments, including all electrical/sanitary fittings and fixtures, equipments thereon with courtyards, areas, compounds, sewers, ditches, trees, plants, drains, rights, liberties, easements, profits, privileges, advantages, members and appurtenances whatsoever to the SAID



PROPERTY and hereditaments and premises belonging to or in any way appertaining to or with the SAID PROPERTY or any part thereof or at any time heretofore usually held, used, occupied or enjoyed by the VENDORS therewith or reputed or known as part or member thereof or be appurtenant thereto and all the estate, right, title, interest, claim, demand whatsoever of the VENDORS UNTO AND UPON the SAID PROPERTY or any part thereof TO HAVE AND TO HOLD the SAID PROPERTY hereby shall stand granted, sold, conveyed, assigned and assured or expressed or intended so to be unto the VENDEES free from all Encumbrances.

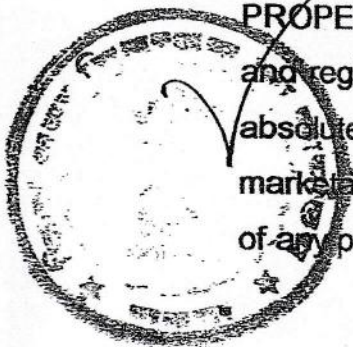
2. Upon execution of this Sale Deed, the VENDORS have handed over the peaceful, vacant and physical possession of the SAID PROPERTY to the VENDEES. Hereafter, the VENDEES shall enjoy all rights of ownership, possession, privileges, easements and appurtenances of the SAID PROPERTY and shall derive all benefits there from without any let, hindrance, objection or interference from the VENDORS, their constituted Attorney and/or any person claiming through or under or in trust for them. Now the VENDORS have been left with no right, title, interest, claim or concern of any nature whatsoever in the SAID PROPERTY and the VENDEES have become the absolute owners of the SAID PROPERTY.

3. The payment of the entire sale consideration, as mentioned in column (4) above, in respect of the SAID PROPERTY, has already been made by the VENDEES to the VENDORS. The VENDORS confirm and declare that the payment of the said entire sale consideration has been made by the VENDEES earlier at the request of the VENDORS and the same have been received by the VENDORS in full and the same constitutes sufficient and valid discharge of the VENDEES' obligation towards payment of the entire sale consideration to the VENDORS.

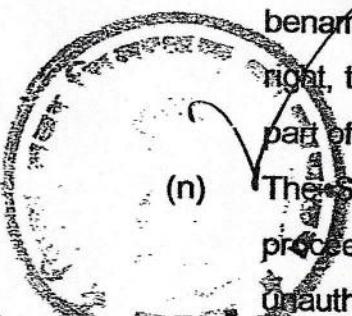
THE VENDORS DOTH HEREBY COVENANT, WARRANT AND REPRESENT WITH THE VENDEES AS FOLLOWS:

- (a) That notwithstanding any act, deed, matter or thing whatsoever by the VENDORS or any person or persons lawfully or equitably claiming by or through, under or in trust for him, done, committed or omitted or knowingly suffered to the contrary, the VENDORS have good right, full power and absolute authority to transfer and assure the SAID PROPERTY UNTO AND TO THE USE of the VENDEES in the manner aforesaid;
- (b) That it shall be lawful for the VENDEES from time to time and at all times, hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the SAID PROPERTY and to receive rents, issues, profits thereof and every part thereof, without any suit, eviction, interruption, claim or demand, whatsoever from or by the VENDORS or any person or persons lawfully or equitably claiming or to claim by, from, under or in trust for him AND THAT free and clear and freely and clearly and absolutely acquitted, exonerated released and forever discharged or otherwise by the VENDORS well and sufficiently saved, defended and kept harmless and indemnified of, from and against all former and other estates, titles, charges from and against all encumbrances claims, demands whatsoever either already or to be hereafter made, executed, occasioned or suffered by the VENDORS or any person or persons lawfully or equitably claimed by, from, under or in trust for him AND the VENDORS and all persons interested in the SAID PROPERTY will from time to time and at all times hereafter at the request and costs of the VENDEES do and execute or cause to be done and executed all such further and other acts, deeds, things, conveyances and assurances in law whatsoever for the better and more perfectly transferring the SAID PROPERTY and conveying, transferring and assuring the SAID PROPERTY, passages, tenements and structures standing thereon and every part thereof unto and to the use of the SAID VENDEES.

- (c) The VENDORS are the legal and absolute owner of and in peaceful occupation and possession of the whole of the SAID PROPERTY and no other person or entity other than the VENDORS have any right, title, interest or claim in the whole or in any part of the SAID PROPERTY, nor any person or entity is entitled to or in the possession, occupation, use or control of the whole or any part of the SAID PROPERTY;
- (d) The entire SAID PROPERTY is free from all kinds of encumbrances including any prior sale or agreement to sell, gift, mortgage, tenancy, licence, will, trust, exchange, lease, encroachment by or settled possession of a third party, legal flaw, claims, ~~loan~~, surety, security, lien, court injunction, litigation, stay order, notices, charges, family or religious disputes, acquisition, attachment in the decree of any court, hypothecation, Income Tax or Wealth Tax or Property Tax proceedings, notice or attachment, any other claims or any other registered or unregistered encumbrances whatsoever (collectively the "Encumbrance");
- (e) No part of the SAID PROPERTY is affected by any subsisting contract for sale or other disposition of any of the VENDOR's interest therein. There are no arrangement(s) in existence for sale or alienation of the SAID PROPERTY or any other arrangement(s) for the development of the SAID PROPERTY or any part thereof;
- (f) No part of the SAID PROPERTY is subject to any litigation and/or transaction and/or arrangement and/or proceedings and/or notice which might adversely affect the VENDORS' ability to sell absolutely, completely and forever the SAID PROPERTY to the VENDEES and that upon the execution and registration of the Sale Deed the VENDEES shall have absolute and un-Encumbered ownership and valid and marketable title to the SAID PROPERTY, free of any claims of any person or government or statutory authority;



- (g) The description of the SAID PROPERTY provided in para '(9) a.' above is true, complete and accurate and not misleading in any respect;
- (h) No person has raised any claim on account of any purported or alleged interest, charge, Encumbrance, lien, option, right of pre-emption or other similar interest in or over the SAID PROPERTY or any part thereof;
- (i) There are no current or any anticipated notices, actions, disputes, complaints, liabilities, claims or demands whether under any contract, equity or law relating to or in respect of the SAID PROPERTY or in relation to any of the VENDORS having any implication on or in relation to the SAID PROPERTY or the proposed sale thereof to the VENDEES;
- (j) The VENDORS ~~have not done or been party to any act~~ whereby their respective rights, title, interest (of whatever description) in or over or in relation to the SAID PROPERTY and every part thereof is or may in any way be impaired or whereby he may be prevented from transferring the entire SAID PROPERTY absolutely and for ever to the VENDEES;
- (k) The SAID PROPERTY is not the subject matter of any HUF and/or any partnership and/or any joint venture;
- (l) The VENDORS are the absolute owners of the SAID PROPERTY and there are no legal impediment or bar whereby the VENDORS may be prevented from executing this Sale Deed in favour of the VENDEES or otherwise conveying the absolute and unencumbered ownership of the entire SAID PROPERTY to the VENDEES;
- (m) The VENDORS have acquired the SAID PROPERTY through inheritance and the SAID PROPERTY is not held benami. No other person except the VENDORS has any right, title or interest over the SAID PROPERTY and that no part of SAID PROPERTY is owned by a minor;
- (n) The SAID PROPERTY is free of all acquisition or notice/proceedings for land acquisition and further there are no unauthorized construction on or misuser of the SAID



PROPERTY or any part thereof and the VENDORS or any other person on behalf of the VENDORS, in relation to the SAID PROPERTY or any part thereof, has not received any notice of nor have suffered any adverse action (including payment of any penalty or fine or any other charges) from any government authority;

- (o) All the taxes and dues including the house-tax, property-tax, cess, surcharge, ground rent, water and electricity charges and any other applicable municipal and/or statutory dues etc. have been paid by the VENDORS in respect of the SAID PROPERTY up to the date of receipt of last bills (prior to the date of handing of the peaceful and vacant legal and physical possession of the SAID PROPERTY to the VENDEES pursuant to the execution of this Sale Deed) for any such charges/ payments;
- (p) Pursuant to the execution of this Sale Deed, the VENDEES shall have full and absolute authority and power to deal with the SAID PROPERTY as absolute owner thereof;
- (q) Pursuant to the execution of this Sale Deed, the VENDEES shall have full authority and power to deal with any Government authority or authorities including any Municipal Authority, in respect of the SAID PROPERTY and shall have the unconditional right to obtain mutation of the SAID PROPERTY in their own name.
- (r) The VENDORS agree and undertake that it shall be the sole obligation of the VENDORS to pay, within the time prescribed in this regard in the respective bills/demand, all amount of any house-tax/property-tax, cess, surcharge, ground rent, water and electricity charges and any other applicable municipal and/or statutory dues etc. or any penalty in relation thereto, as applicable up to the date of handing over of peaceful and vacant legal and physical possession of the SAID PROPERTY to the VENDEES

pursuant to the execution of this Sale Deed, notwithstanding that the bills are received or assessments are made after the date of such handing over of possession.

(s) That the VENDORS have not executed and shall not execute hereafter any other document including any agreement to sell or power of attorney in respect of the SAID PROPERTY in favour of any other person(s) as the SAID PROPERTY, pursuant to the execution of this Sale Deed, stands sold, transferred and conveyed by the VENDORS in favour of the VENDEES.

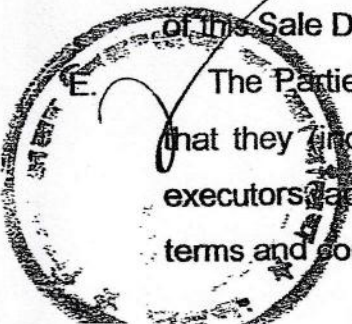
A. The VENDORS agree that, if the title of the VENDEES to the SAID PROPERTY is in any manner threatened or imperiled or if the whole or any portion of the SAID PROPERTY is taken away or goes out from the possession of the ~~VENDEES on account of any~~ defect in the ownership and title of the VENDORS, the VENDORS will indemnify against all losses and damages that the VENDEES may suffer because of any defect in title.

B. That the VENDORS simultaneously with the execution of this Sale Deed have handed over all the documents in respect of the SAID PROPERTY to the VENDEES.

C. That pursuant to the execution of this Sale Deed, the VENDEES shall be entitled to get the SAID PROPERTY mutated and transferred in their names ~~or, as permissible under law in the name~~ of any of their heirs, successors, legal representatives, executors, administrators or nominee (s) in the records of the appropriate authority(ies).

D. The VENDEES and VENDORS for their respective part undertake not to do any act, which may in any manner contravene the terms of this Sale Deed.

E. The Parties hereto have read this entire deed and further state that they (including their heirs, successors, legal representatives, executors, administrators and assignees) shall be bound by all the terms and conditions hereof.



F. That all the expenses of this Sale Deed viz. Stamp duty, registration charges etc. has been borne and paid by the VENDEES.

IN WITNESS WHEREOF the parties hereto have signed this Sale Deed, of their own free will, with full consciousness, in perfect state of mind and body, without any threat, undue influence, coercion, in presence of two witnesses.

SIGNED AND DELIVERED by the:-

Vendors

MR. HARSVARDHAN

PAN No. - AEUPH0386L

MR. YASHOVARDHAN SINGH

PAN No. - DACPS9713K

KMSA

Through their Attorney Sri Krishnamurti Singh

PAN No. - AXLP58614A

(copy of registered Deed of Special Power of Attorney enclosed)



(1) Witness No.1 -

Name जगदीश शर्मा

Father's name रविशंकर शर्मा

Address सिमरा, जगदीशपुर, 4201

The Vendees:-

Manjula Singh

(1.- SMT. MANJULA SINGH)

PAN No. - AKXPS7381P

Viral Singh

(2.- SPT VIRAL SINGH)

PAN No. - BQBB52177L



(2) Witness No.2

Name Sushil Kumar

Father's name श्री रामेश्वर शर्मा

Address Unit + PO + P.S. - Narhatpur Patra

26/3/2012

Jayanandan Singh

(3.- JAYANANDAN SINGH)

PAN No. - AACHJ4632F





प्रतिलिपि के लिए आवेदन की तारीख ate of application for the copy.	स्टाम्प और फोलियो की अपेक्षित संख्या सूचित करने की निश्चित तारीख Date fixed for notifying the requisite number of stamps and folios.	अपेक्षित स्टाम्प और फोलियो देने की तारीख Date of delivery of the requisite stamps and folios.	तारीख, जबकि देने के लिए प्रतिलिपि तैयार थी Date on which the copy was ready for delivery.	आवेदक को प्रतिलिपि देने की तारीख Date of making over the copy to the applicant.

सेवा में, डा. श्वा. कैश नं० 285/2012-13

श्रीमान अंचलाधिकारी
पटना सदर

विषय:- दारिद्वल श्वाश्रिज हेतु आवेदन पत्र का जांच प्रतिवेदन।

महाराज,

अवधीय आदेशानुसार आवेदकगण श्रीमति मंजुला सिंह पति डॉ० देवनन्दन सिंह वी श्रीमति श्री वीशल सिंह पिता श्री शक्तिनन्दन सिंह वी अश्वीश जयनन्दन सिंह पिता स्व. अवधीश्वरीनन्दन सिंह सा. अन्नै मार्ग, पटना के द्वारा प्राप्त दारिद्वल श्वाश्रिज हेतु आवेदन पत्र का जांच किया। आवेदकगण ने दारिद्वल श्वाश्रिज हेतु आवेदन पत्र में उल्लेख किया है कि निम्नांकित भूमि वसीका नं० 12266 दिनांक 31/03/2012 के द्वारा खरीद किया है। जिसका मौजा दुजरा थाना नं० 04 श्वाता नं० 86 एवं 167 श्वेसरा नं० 177 एवं 1062 रकबा 19840 वर्गफीट है। आवेदित भूमि का जमाबंदी कायम नहीं है।

प्रश्नगत भूमि के डेस्ट्रुल खे खतियान के अनुसार भूमि का विवरण निम्न प्रकार है:-

रैयत का नाम	मौजा का नाम	श्वाता	श्वेसरा	रकबा	किस्म
मोहन साह कन्दनन्दन	दुजरा	86	177	042डी.	मीठ
साह काम कादु साकिन	04				
राजापुर।					
अजीत महतो वल्लभ लेश-	99	167	1062	1-95डी.	मीठ
राज महतो 1 हिस्सा					
हरिहर वी लक्ष्मण वी					
वनसी पैसराज गोपी					
1 हिस्सा वा हिस्सा बराबर					
काम कुर्मी साकिन राजापुर					

आवेदित भूमि खतियानी रैयत से श्रीमति गुलाब देवी पिता स्व. त्रिवेनी प्रसाद सिंह ने खरीद किया था त्रिवेनी प्रसाद सिंह के पुत्र श्री हर्षवर्धन पिता त्रिवेनी प्र. सिंह एवं श्री योगवर्धन सिंह पिता त्रिवेनी प्रसाद प्र. सिंह ने श्री कृष्णमूर्ति सिंह पिता श्री देवनन्दन सिंह को पॉवर श्वाती वसीका नं० 5806 दिनांक 25/11/2011 के द्वारा पॉवर दे दिया जो आवेदकगण के साथ बिक्री कर दिया। भूमि रैयती है तथा आवेदकगण के दारद्वल काबजे में है।

अतः आम महल पर सूचना कर आपत्ति न होत नया जमाबंदी कायम कर भूमि का लगान 10/- (दस) रुपया प्रति कठाल अलावे शेष दिनांक 01/01/56 से लगान वसूली हेतु आदेश दिया जा सकता है।

प्रतिवेदन से सहमत व अग्रसारित।
ह.अस्पष्ट
C-I.

विश्वास भाजन
ह.अस्पष्ट
K-C

Vos
Sd. A.A.

[Handwritten signatures]

प्रमाणित सच्ची प्रतिलिपि
[Signature]
प्रधान लिपिक
सरकार के पत्र सं० 285/2012 दिनांक
३-६-६० के अनुसार

बि० ग० प्रेस, गया ।

वाम सर्कल । नाम मौज्जा मय

याता वो याना नम्बर ।

१. फरद माहको फरद रेयती

नाम एक वर बलिभयन असावा

॥ श्रीगणेशाय नमः ॥

BCR

722921573
2921573
21573
21573
21573

पन्ना	कुंका	पान	वर्षा	मिह
सप्त	कुंका	पान	वर्षा	मिह

बराजी नगदी

मराठी भाषा



१९८० काँग्रेस वि. वृद्धावस्था पत्रिका

जोत का सालाना मांग मय हफ्ते की बिक्रिया को हफ्ते में मार्च साल में।

वर्ष	विवरण	सालाना	वर्ष				कुल
			तीन वर्ष से ज्यादा ।	२रा वर्ष ।	२रा वर्ष ।	१ला वर्ष ।	
२०१८-१९	मान्य बाबत						
	माल- (नगदी)	१५०-००					१५०-००
	गुजारी (भावली)	१५०-००					१५०-००
	सेस ...	१५०-००					१५०-००
	*सूद ...	१५०-००					१५०-००
	मुतफरकात ...	१५०-००					१५०-००
	मीजान	७५०-००					७५०-००

तफसील नदयकारी ।

≈ 15000

अदायकारी बाबत ।		बकाया				मोताबला हाल ।	फाबिल
		तीन वर्ष से ज्यादा ।	३रा वर्ष ।	२रा वर्ष ।	१ला वर्ष ।		
माला (नकदी)						150-00	
गुजारी (भावली)						150-00	
सेस ..						150-00	
*सूद ..						150-00	
मुतफरकात ..						150-00	
मीजान अदायकारी						750-00	750-00

(१) मीजान कुल (लपकों में)

(२) नाम देहिन्दा -

(३) कुल नकाया

दस्ताखत बी तारीख अमला तहसील कनिन्दा ।

* शासक महाराज का बकाया मालगुजारी पर (सिवाय ऐसे बकायों पर जिन पर कि सर्टिफिकेट जारी हो) सूद नहीं लिया जाता है।

~~308X~~

sch. XIV-F. No. 180V

रसीद मालगुजारी ।

नाम मीजा मय

नाता वो थाना नम्बर ।

वि० ग० प्रेत, गया ।

नाम मीजा मय बालियत, जमावः

नाम मीजा मय बालियत, जमावः

BCR

1/13
2021/11/18
पानी

पानी कुंदा ला जाला सिहें

भराजी नगदी

भराजी भावली

संफलीक विधान बराला जाला

1980 कमित ला पाला पाला सिहें

जीत का सालाना मांग मय लफसील (बकाया को हलाला जाला)

2018-19 बाब बाबत	सालाना	तीन वर्ष से ज्यादा ।	३ रा वर्ष ।	२ रा वर्ष ।	१ ला वर्ष ।	हल
माल- (नगदी)	150-00					150-00
गुजारी (भावली)	150-00					150-00
सेस ...	150-00					150-00
*सूद ...	150-00					150-00
मुतफरकात ...	150-00					50-00
मीजान	750-00					750-00

तफसील अदायकारी ।

= 750-00

2018-19 अदायकारी बाबत ।	तीन वर्ष से ज्यादा ।	३ रा वर्ष ।	२ रा वर्ष ।	१ ला वर्ष ।	मोताबला हाल ।	फातिल
माल- (नगदी)					150-00	
गुजारी (भावली)					150-00	
सेस ..					150-00	
*सूद ..					150-00	
मुतफरकात ..					150-00	
मीजान अदायकारी					750-00	750-00

(१) मीजान कुं (लफजों में)

(२) नाम देहिदा

(३) कुल बकाया

दस्तखत बी तारीख अमला तहसील कुनिन्दा ।

काम महाल का बकाया मालगुजारी पर (सेवाय ऐसे बकायों पर जिन पर कि सर्टिफिकेट जारी हो) सूद नहीं लिया जाता है ।

30-8-18

क्रमा
86
167
सूचक
177
1062