

(1)

Serial No. 3194



Deed No. 3138

Govt. of Bihar
Sub Registry Office, Danapur
Summary of Endorsement

This document was presented for registration on **04/03/2016** by **Nibha Karan**.
A Stamp Duty of Rs. **195000/-** and other Fees of Rs. **20650/-** 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. **3138** in Book No. **1**, Volume No. **65** on pages from **226** to **251** and has been preserved in total **26** pages in C.D. No. **10** / Year **2016**.

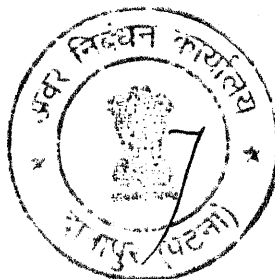
Date: 04/03/2016

Token No: 3245 /2016

Signature with Date
(Dhananjay Kumar Rao)
Registering Officer, Danapur

DEVELOPMENT AGREEMENT

This Development Agreement made and entered into at Patna on this
04th day of March, 2016.

BETWEEN

Nibha Karan
4/3/16
Deepak Kumar
4/3/16
4/3/16

Vandana Kumar
4/3/16

Kundan Kumar
4/3/16
4/3/2016

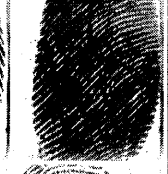
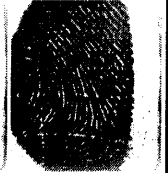
Sub District Registry Office, Danapur

Token Number 3245

Reg. Year 2016

Serial Number 3194

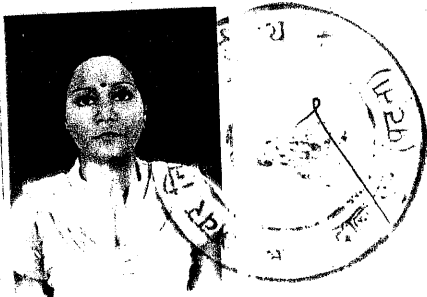
Deed Number 3

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Dhiraj Kumar						
Sig.	<i>Dhiraj Kumar</i> 4/2/16						
Executant	Deepak Kumar						
Sig.	<i>Deepak Kumar</i> 4/3/16						
Executant	Heera Nath Mishra						
Sig.	<i>Heera</i> 04/03/2016						
Executant	Jitendra Kumar						
Sig.	<i>Jitendra Kumar</i> 4/3/16						
Executant	Kundan Kumar Jha						
Sig.	<i>Kundan Kumar Jha</i> 4/3/16						
Executant	Nibha Karan	☒ Photo	☒ Thumb	☒ Index	☒ Middle	☒ Ring	☒ Little
Sig.	<i>Nibha Karan</i> 4/3/16						
Presented By	Nibha Karan						
Sig.	<i>Nibha Karan</i> 4/3/16						
Executant	Niramala Devi						
Sig.	<i>निर्मला देवी</i> 4/3/16						

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Nibha Karan
4/3/16

1. **SMT. NIBHA KARAN**, Wife of Sri Alok Ranjan, resident of Sipara Road, P.S. Beur, Post Dhelwan, District Patna. Mob
2. **SRI JITENDRA KUMAR**, Son of Late Chandra Sekhar Das, resident of village and Post Jaitipur, P.S. Naubatpur, ~~Ranjan~~, District Patna.
- 2a. **SMT. SANGEETA RANI**, Wife of Sri Ajeet Kumar Amit, resident of Udaypur, P.O. Akhtiyarpur, P.S. Sarai Ranjan, District Samastipur.
3. **SRI HEERA NATH MISHRA**, Son of Sachi Nath Mishra, resident of Baturi, P.S. Pandaul, District Madhubani.
4. **SMT. NIRMALA DEVI**, Wife of Sri Radhey Shyam Jha, resident of village & Post Ramkhetri P.S. Bhairav Asthan, District Madhubani.
5. **SRI YOGESHWAR JHA**, Son of Late Ratandeo Jha, village and Post Tetri, P.S. Naugachia, District Bhagalpur.
6. **SRI DEEPAK KUMAR**
- 6A. **SRI KUNDAN KUMAR JHA**, both sons of Late Bijendra Jha, residents of village and Post Mahrail, P.S. Rudrapur, District Madhubani.
7. **SRI PASUPATI CHOUDHARY**, Son of Sri B Baidyanath Choudhary, resident of Basaha, Post Mirzapur, P.S. Asjok Paper Mill, District Darbhanga.

Nibha Karan
4/3/16

Jitendra Kumar
4/3/16
4/9/16

Sangeeta Rani
4/3/16
Vandana Kumari
4/3/16
Jitendra Kumar
4/3/16
Sri Ajeet Kumar
4/3/16

Kundan Kumar Jha
4/3/16

Deepak Kumar
4/3/16



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Sub District Registry Office, Danapur

Token Number 3245

Reg. Year 2016

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Deed Number 3

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Name

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Index

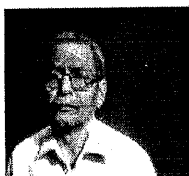
Middle

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Executant Pasupati Chodhary

Sig. *Pasupati Chodhary*
04/03/16



Executant Sangeeta Rani

Sig. *Sangeeta Rani*
4/3/16



Executant Vandana Jha

Sig. *Vandana Jha*
4/3/16



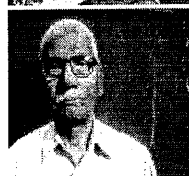
Executant Vandana Kumari

Sig. *Vandana Kumari*
4/3/16



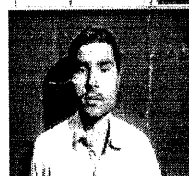
Executant Yogeshwar Jha

Sig. *Yogeshwar Jha*
4/3/16



Identified By Sada Nand Kumar

Sig. *Sadanand Kumar*
04/03/16



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8. **SMT. VANDANA KUMARI**, Wife of Sri Indra Kumar Jha, resident of village and Post Mahrail via Jhanjharpur, P.S. Rudrapura, District Madhubani.

9. **SMT. VANDANA, JHA**, Wife of Sri Daman Kumar Jha, resident of village & Post Ranti, District Madhubani.

All the above named persons hereinafter jointly 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 SHRISTI HOMES PRIVATE LIMITED, a company incorporated under the applicable provisions of Indian Companies Act, 1956, having its registered office at Shyam Residency, Road No. 03A, Mahesh Nagar, P.S. Patliputra, Town & District Patna, through its authorized Director **Sri Dhiraj Kumar**, son of Late Shyam Chand Prasad, hereinafter referred to as the **Builder/Developer** (which terms and expression unless excluded by or repugnant to the context shall deemed to include its executors, administrator, legal representatives, assigns and successors-in-office) of the **SECOND PART**.

WHEREAS, the property hereby to be developed, fully described in Schedule-I of this Development Agreement, measuring a total area of 04 katha 16 dhoors, little more or less, pertaining to Part of Survey Plot No. 524, Khata No. 196, Tauji No. 5854, under Thana No.17, situated in mauza Rustampur @ Sikanderpur, Pargana Phulwari, P.S. Danapur, Sub. Registry office Danapur, Sadar Registry office and District Patna. The details of aforesaid land is fully described in Schedule-1 to 1I of this deed of Development Agreement.

WHEREAS, the aforesaid land is the self acquired property of the above named land Owners, who purchased the same under 09 (Nine) separate reregistered deeds of absolute sale from Sri



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Vandana Kumar

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Kundan Kumar
04/03/16
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Kundan Kumar
4/3/16

Arun Kumar, Son of Late Vishwanath Prasad. Subsequently, all the above named land owners got their names mutated in Government records and are paying ground rent to the State of Bihar through Circle office and accordingly rent receipts are being issued in their respective names for their respective lands. The details of sale deeds by which the above named land owners purchased their respective land is clearly mentioned hereunder. The details of aforesaid land is clearly mentioned in Schedule-1 to 11

Sl.No.	Name of the purchasers.	Sale deed No.	Dates	Area
Katha -Dhoor.				
1.	Smt. Nibha karan.	10794.	14/09/2015.	00 - 06.
2.	Jitendra Kr. & Sangeeta Rani.	7984.	29/07/2015.	00 - 10.
3.	Sri Heera Nath Mishra..	7983.	29/07/2015.	00 - 10.
4.	Smt. Nirmala Devi.	7990.	29/07/2015.	00 - 10.
5.	Sri Yogeshwar Jha.	7987.	29/07/2015.	00 - 10.
6.	Deepak Kr. & Kundan Kr. Jha..	7988.	29/07/2015.	00 - 10.
7.	Pasupati Choudhary.	7986.	29/07/2015.	00 - 10.
8.	Smt. Vandana Kumari.	7985.	29/07/2015.	01 - 00
9.	Smt. Vandana Jha.	7989.	29/07/2015.	00 - 10.

All the above mentioned sale deeds were executed by Sri Arun Kumar, Son of Late Vishwanath Prasad.

WHEREAS, the above named land Owners are seized and possessed of land or otherwise sufficiently entitled to transfer or enter into an agreement for Development with the developer for construction of one or more multistoried building complex over the Scheduled land.

WHEREAS, the above named Land Owners got interested in getting a multistoried building complex developed and constructed over the Scheduled land on conversion basis and acquire built-up area in shape of flats and car parking spaces along with all other facilities and amenities in consideration for the value of their respective land.

WHEREAS, when the Developer Second Part came to know the desire of the Land Owners, **SRI DHIRJ KUMAR**, one of the Directors of **M/S SHRISTI HOMES PRIVATE LIMITED**, approached the above named Land Owners and showed his willingness to develop the aforesaid land on conversion basis. The Land Owners and the Developer entered into a negotiation and on representation and declaration made by the



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4/3/16

Jitendra Kr. & Sangeeta Rani
4/3/16
Sri Heera Nath Mishra
4/3/16
Smt. Nirmala Devi
4/3/16
Sri Yogeshwar Jha
4/3/16
Deepak Kr. & Kundan Kr. Jha
4/3/16
Pasupati Choudhary
4/3/16
Smt. Vandana Kumari
4/3/16
Smt. Vandana Jha
4/3/16

Jitendra Kr. & Sangeeta Rani
4/3/16
Sri Heera Nath Mishra
4/3/16
Smt. Nirmala Devi
4/3/16
Sri Yogeshwar Jha
4/3/16
Deepak Kr. & Kundan Kr. Jha
4/3/16
Pasupati Choudhary
4/3/16
Smt. Vandana Kumari
4/3/16
Smt. Vandana Jha
4/3/16

Kundan Kr. Jha
04/03/16

Deepak Kr. Jha
4/3/16

9/3/16
21/03/16
21/03/16

4/10/16

Owners as hereinafter recorded at between the parties hereto upon the terms and conditions hereinafter appearing.

IT IS REPRESENTED & DECLARED BY THE OWNER:—

- i) That the land fully mentioned in Schedule- 1 to 1-I of this Development agreement is under their exclusive possession with absolute right, title and interest and free from all encumbrances and have full right and absolute authority and title to transfer and convey the whole or part of the said property, having full marketable title therein.
- ii) That there is no attachment, either before or after the judgment and there is no claims, demands, suits, decrees, injunctions, orders, lispendense, notices, petition or adjudication order affecting the said property or any part thereof.
- iii) That the Owners has not created any charge or encumbrances on the said property or any part thereof by way of sale, mortgage, exchange, lease, trust, gift, assessment, rights, liens, agreement for leave and license, permission, rent, possession, charges, inheritance or any other encumbrance whatsoever.
- iv) That no notice or notification for acquisition/requisition under any statute in the past or presently enforce, have been received, served or passed by the Patna Regional Development Authority (Dissolved), the Patna Municipal Corporation, Income Tax Department or any other government authorities for acquisitions or requisitions of the said land or any part thereof.
- v) That except the above named land Owners, none else is entitled to or have any share, right, title and/or any interest over in respect of the said property or any part thereof in any manner whatsoever.
- vi) That the Owners are neither a benamidar nor a Trustee for anyone in respect of the said property or part thereof.
- vii) That the Owners have not entered in the past into any agreement for sale or development of the said property or any part thereof nor have made any agreement with any one whomsoever regarding the said property or any part thereof. The Land Owners declares and agrees that any problem, litigation, claim arising due to any agreement made in the past or during the pendency of this agreement or any claim arising thereof

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Vandana Kumar
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Deepseek Kumar
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has to be sorted out by the Land Owners themselves and the developer in no case will be responsible to sorted out the said problem, in this regard any loss monetary or otherwise arising due to above reasons the builder will be kept totally indemnified by the Land Owners.

2. WHEREAS, after negotiation between the parties, the aforesaid Developer agreed to construct one or more multistoried building complex over the Scheduled land at its own cost and expenses, hereinafter referred to as the "BUILDING/ COMPLEX" and agreed to give and hand over one flat and one reserve car parking space to each land owners except Smt. Vandana Kumari, Land owner No.8 and each flat will be measuring about 1030 Sq.ft. built-up area. As Smt. Vandana Kumari has 01 ktha land, therefore, she will get 02 flats in proposed multistoried Building complex in consideration for the value of the said property and the remaining built-up area would be retained by the developer as developer's share in consideration of the cost of construction and both the parties will have absolute right, title and interest over their respective shares.
3. As a result of negotiation between the parties hereto and on the representation and declaration made by the Owners as herein above recorded an agreement for development of the said property has been arrived at between the parties hereto upon the terms and conditions hereinafter appearing.

NOW THESE PRESENTS BETWEEN WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :—

1. The Owners hereby jointly appointed the aforesaid developer as the developer of the said property and irrevocably grant permission to develop the aforesaid Land. The Developer hereby accepts from the Owners exclusive right, possession and license to develop the said property, fully described in Schedule-1 to 1-I of this Development Agreement, hereinafter written in the manner and on the terms and conditions hereinafter mentioned.
2. It is also agreed between the parties that immediately after execution and registration of this Development Agreement, the Developer shall amalgamated the land of all the land owners and prepare a building plan or drawing through a registered architect for the entire land for construction of the proposed multistoried building complex.



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Vandana Kumari
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Kundan Kumar
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Deepak Kumar
4/3/16

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B. That it is further agreed by the parties that any alteration in the aforesaid plan which is in the parameter of Patna Municipal Corporation Building Rules & Regulations, norms and custom, which may permit necessary shall require to obtain necessary consent/ permission of the Owners' by the developer and the developer shall not be fully entitled to make such alteration. There shall no alteration except within permissible limits to the map approved by the Patna Municipal Corporation, the replaced body of the PRDA.

3. That the Owners agreed to convey, transfer or assign their respective lands to the Developer, which is free from attachments, charges & encumbrances.

4. The Developer and the Owners have jointly assessed that based on presently permissible F.A.R. as per Patna Municipal Corporation building bye-laws it shall be possible to construct total built-up area as approved by Patna Municipal Corporation on the said property, whose built-up area shall be distributed over several floors of the said building and on that basis this agreement is being entered into by the and between the parties.

5. That it is agreed between the parties that the Developer will handover over one flat and one reserve car parking space to each land owners along with all fitting, fixtures and amenities to the Land Owners except Smt. Vandana Kumari Land owner No.8 and each flat will be measuring about 1030 Sq.ft. built-up area. As Smt. Vandana Kumari has 01 ktha land, therefore, she will get 02 flats in the proposed multi-storied building, in consideration for the value of the land and the Land Owners will be absolute Owners of the said flat and will be free to transfer or sell the same to any intending or prospective buyers and in that case the builder will have no objection.

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6. That the flats to be handover to each land owners will be distributed and allocated with the mutual consent of both the parties.
7. That the Owners and their nominee/s shall have absolute right, title and interest over the said flats to be handed over by the developer and shall be fully entitled to use and enjoy the same and shall be fully entitled to transfer convey grant or otherwise alienate their interest in any manner as deem fit by them to any person, Association of persons, Firm, body corporate, co-operative society, govt. agency etc. on such terms & conditions as may be decided by the Owners .
- A. That the Developer second part is agreed to construct the proposed multistoried building complex at its own cost and expenses and in consideration of the cost of construction, the developer will get and retain the developer's share in the proposed multistoried building complex and the Developer will be free to transfer, sell, or mortgage the aforesaid flats and for that the Land Owners will have no objection. However, the Developer shall take care to sell its share to those having no criminal records.
- B. That the developer and or its nominees shall solely and exclusively be entitled to developer's area and shall have absolute right, title and interest over the Developer's area and they shall be fully be entitled to transfer, convey, otherwise alienate their interest in any manner as they deem fit and proper to any person, association of persons, firm, body corporate, co-operative societies, government agencies etc. on such terms and conditions as may be decided by the developer or its nominees individually or collectively.
- C. That the name of the proposed multistoried building complex shall be "**DEVENDRA ENCLAVE**".
- D. That the Developer, their staffs, workers, Engineers, Architects and Agent etc. will have all the right to enter into the said property to enable the Developer to carry out the various pre-developmental works.
8. That developer agree s to construct the proposed multistoried building complex and handover the vacant possession of the Owners 's share/ area to the Land Owners with all fittings, fixture and amenities within a period of 30 (Thirty) months from the date of sanction of the building plan or from the date of handing over the vacant

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Albha Karan
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Vandana Kumar
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Virendra Kumar
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4/3/16
Kundan Kumar
04/03/16

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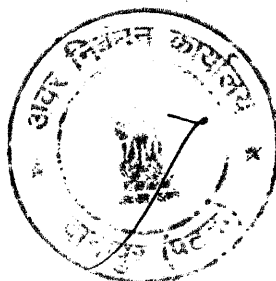


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Kundan Kumar

possession of the Scheduled land to the developer, which ever is later. If the developer fails or neglects to complete the project within the stipulated time as mentioned above then in that case the Land Owners will provides 03 months more time to the developer as grace period.

9. As there may be any unavoidable delay due to unforeseen circumstances beyond the control of the developer i.e. strike, natural calamities like floods, earthquake, war, and riots in or around the India affecting the construction work, the period mentioned above shall be extended automatically till disturbances continued and normalcy is restored to start the work, it would be seen and judged mutually by the Land Owners and the developer.
 10. It is made expressly clear that the time is essence of this agreement and there shall be no grace period except as mentioned in Para 08 of this development agreement.
 11. The Owners shall at no time demand any sum or premium or interest in any dealing regarding the sale of the Developer's Area.
 12. This agreement shall not ever be deemed to constitute a partnership of any sort between the parties hereto.
 13. The Owners and their nominees and the developer and its nominee/s shall jointly have undivided right, title and interest and share in the total land of the said property
 14. That the developer will be fully entitled to execute sale deed or any type of conveyance deed with respect to the developer's share only after handing over the Owners' share to the Owners. However, the developer is entitled to enter into an agreement for sale with its intending buyer/s with respect to the developer's share and may receive advance money against the said agreement.
 15. The Owners hereby grant right and license to the developer to take up and proceed with the development planning and construction of the said complex in terms of this Development Agreement and will hand over vacant physical possession of the said property, more fully described in Schedule hereunder given to the developer. This right and license granted to the Developer by the Owners shall be license as contemplated as per provisions of Indian Easement Act.
- A. It is agreed that any agreement or arrangement made or entered into at any time before or during subsistence of this agreement by the Land Owners will be treated as breach or violation of the terms and conditions of this Development Agreement and the same should be



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treated as null and void, and in this regard the developer will be kept indemnified.

- B. That any charge, encumbrance, lease or otherwise made over the Scheduled Property or any part thereof by the Land Owners during the subsistence of this agreement shall be treated as breach and violation of the terms and conditions of this agreement.
- C. The Owners shall be fully entitled to enter into an agreement for sale or otherwise allot flats and parking spaces and other tenements comprised in the Owners' area/ share in the said building, which does not form the part of the Developer's area. The Owners shall exclusively be entitled to realize all amount receivable under such agreement, sale deeds, deeds of allotment etc. .
16. That it is relevant to mention here that adjacent to the Scheduled land, there are some vacant land. If the land owners of the said vacant land approached the developer to develop their respective land and execute development agreement then the developer will be free to enter into one or more development agreement with the said land owners and in that case the developer will amalgamated the land of the said land owners with the scheduled land and may construct one or more multistoried over the said land and for that the land owners will have no objection.
17. **THE DEVELOPER FURTHER UNDERTAKE :—**
- A. To indemnify the Owners and always keep them indemnified and harmless in respect of all claims, damages compensation or expenses payable on account of harm, injury or accident sustained by any workman, artisan or other persons in the property, whether in the employment of the developer or not within or upon the said property and during the period of construction, of the said building thereon.
- B. That developer shall not encumber any portion of the said property or the building made thereon by mortgaging or leasing or alienating in any manner for obtaining loan. However the individual purchaser of the flats/ and car parking space may obtain loan from any financial institution or any other authority concerned to purchase flat and car parking space by mortgaging the said unit to be purchased by the intending purchaser and the purchaser is solely responsible to repay the said loan.

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- C. That it is also agreed between the parties that the parking space not to be sold any outsider or stranger other than the inmates of the building. It is further agreed between the parties that except the guard room and reception room no further constructions will be made at the ground floor of the building.
19. That Owners will hand over all the attested photo copies of the relevant and necessary documents, which are required for the development of the land immediately after execution and registration of this Development Agreement. Whenever the original copy will be required by the developer, the same will be shown by the Owners and finally handed over to the society / Owners' Association after completion and hand over the project.
- A. Incase there be any defect in title of the Land Owners or there be any liability or any encumbrances on the said property then in such event, the Developer shall be entitled to have such defects cured and/or liability cleared for and on behalf of the Owners after obtaining / taking written consent of the Land Owners at the Owners' cost and expenses, if the reasons whatsoever the same will be adjusted from the land Owners' shares.
- B. All outgoings including municipal taxes and any other charges in respect of the said property shall be borne and paid by the Owners till the date of handing over the vacant possession of the Scheduled Land to the Developer and thereafter the same shall be borne and paid by the developer till the delivery of possession of the Land Owners' area/ share to the Land Owners.
- C. After the delivery the Owners' area to the Owners all out going in respect of the said property and the said building thereon shall be borne and paid by the Owners and the developers and their nominees separately and proportionately in the proportion to their respective share in the total super built-up area
- D. The word proportionately with all its cognates, variations whenever used in these presents shall mean the proportion in which the parties thereto and/or their nominees acquiring portions of the building are entitled to in the covered area in the building.
20. That after completion and handing over the flats to the respective buyers including the land Owners, all inmates of the building will form an Owners' Association or Management Committee and the persons owing tenements, in the said complex including the Land

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Atisha Karan
4/3/16

Vandana Kumar
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Vijay Kumar
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Kundan Kumar
04/03/16

Deepak Kumar
4/3/16



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- Owners and their nominees become the member of the said Owners' Association or Management Committee and shall be bound to abide by the Rules and Regulations as may be framed by such organization from time to time and they shall be bound to contribute towards the cost of formation of Owners' Association or management committee and maintenance charge for maintenance of the building.
21. The nominees of the developer shall own and hold portion of the building comprised in the Developer's area according to the standard agreement finalized by the Developer in consultation with the Land Owners. The Owners and their nominees shall be bound to hold and own portion of the Owners' area in the said building on the same terms and conditions as contained in the aforesaid standard agreement and to execute similar Agreements but not against the building plan passed by the Patna Municipal Corporation.
- A. The common area shall be jointly owned by all the Owners of all the portion of the said 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 Owners of any part of the said building will have any exclusive right, title and interest over the common area and common facilities except the right to common use.
22. Both the Owners and the Developer will jointly be entitled to all permissible future and/or vertical development/ exploitation of the said property and the said complex thereof, in accordance with the Bye-laws, Rules and Regulations, as applicable. The construction, share owing and selling of all such additional built up area will be done in the same proportions and on the same terms and conditions contained in this Development Agreement.
23. That if the Land Owners ask or request the developer to make any extra work, deviation in Owners' area/ flats from the specification as mentioned in Annexure-I to this Development agreement then the Land Owners will have to pay the extra charge for the same on the same rate as fixed by the developer for it's own customers. The land owners will obtain electric meter in their own names from the Electricity department and all the expenses to be incurred for the same shall be borne and paid by the respective land owners and the developer shall have no concern for the same.

07/02/16
4/3/16

alika kumar
4/3/16

4/3/16
Vandana Kumar
4/3/16

4/3/16
4/3/16
4/3/16

4/3/16

Kundan Kumar
04/03/16

4/3/16



24. That in construction of the said building material articles, fittings and fixtures etc. shall be used as per the specifications which has been mentioned and detailed in Annexure-1 which would be the part of this development agreement. The developer shall strictly follow Annexure-1 of this development agreement.
25. That the Land Owners or their nominees are entitled to verify and supervise the quality of materials to be used for construction of the building. If the Land Owners or their nominee finds that the materials which are being used for construction is not up to the marks and of good quality as per Annexure-1 of this development agreement then the Land Owners will intimate the same to the developer and suggest to use materials as per Annexure-1 of this development agreement and the developer shall bound to change the same as per the direction of the Land Owners.
26. The Owners agrees 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 areas, in which the said property is located or the complex is built or any other statutory/ levy becomes applicable on the said property or the building thereon, then the same shall be paid by the Developer, Land Owners and or their respective nominees jointly in the same proportion as their respective shares of built-up area in the said building.
27. 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 in any excess construction of the built-up area then the same will be borne and paid only by the developer.
28. It is agreed that in all transfer, conveyance of built-up area the purchasers/transferees shall bear the cost of stamp duty, court fee and other registration charges.
29. That in case of any dispute or difference between the parties arising out of relating to this Development Agreement, the same shall be

02/01/16
4/3/16

Nisha Karam
4/3/16

02/01/16
4/3/16
Vandana Kumari
4/3/16

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4/3/16

04/03/16

Kundan Kumar
04/03/16

04/03/16
04/03/16



04/03/16

04/03/16

settled by reference of dispute or difference to the Arbitrator appointed by the parties to this Development Agreement and such Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. If the parties do not agree for reference to Arbitration, then the Dispute shall be settled by recourse to competent Civil Court.

IN WITNESS WHEREOF, both the parties put their respective signatures on the day month and year first above mentioned in presence of under signed witnesses.

WITNESSES :—

1. Sachin Kumar
S/O Dayanand Singh
Vill- Ranipet, P.O. - Korara
P.S. — Paligani, Dist - Patna
04/03/2016
2. Rachay Sagan Jha
S/O Late Surya Kant Jha,
Village - Ramchakeli
P.S. Vairar Atken
Dist. Jehanabad
4/3/16

Signature of Land Owner No.1.

Nibha Karam
4/3/16

Signature of Land Owner No.2.

Jitendra Kumar
4/3/16

Signature of Land Owner No.2A.

संगीता राणी 4/3/16

Signature of Land Owner No.3.

Hame
04/03/2016

Signature of Land Owner No.4.

निमिषा देवी 4/3/16
Signature of Land Owner No.5.
मोहन 4/3/16

Signature of Land Owner No.6

Brijesh Kumar 4/3/16
Kundan Kumar Jha 04/03/16
Signature of Land Owner No.6A.

04/03/16
4/3/16

Nandana Kumari
4/3/16



(15)

4/3/16

Signature of Land Owner No.7.

Vandana Kumari

Signature of Land Owner No.8

4/3/16

Signature of Land Owner No.9

4/3/16

Signature of the Developer

Nibha Karan
4/3/16

SCHEDULE-1
THE DETAILS OF ENTIRE LAND.

All that piece and parcel of vacant land measuring an area 04 (Four) katha 16 (Sixteen) dhoors, pertaining to part of Survey Plot No. 524, Khata No. 196, Tauji No. 5854, under Thana No.17, situated in mauza Sikandepur, South of Modi Plastic, Pargana Phulwari, P.S. Danapur, Sub. Registry office Danapur, Sadar Registry office and District Patna, which is bounded and butted as follows :-

BOUNDARY

North — Part of Survey Plot No.524 of Sri Arun Kumar,
South — Vicky Singh
East — Part of Survey Plot No.524 of Sri Shivnath Singh,
West — Survey Plot No.526.

SCHEDULE-1A

Details of Property Owned by Smt. Nibha Karan.

All that piece and parcel of vacant land measuring an area 06 (Six) dhoors, pertaining to part of Survey Plot No. 524, Khata No. 196, Tauji No. 5854, under Thana No.17, situated in mauza Rustampur @ Sikandepur, situated in South of Modi Plastic, Pargana Phulwari,



4/3/16

4/3/16

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4/3/16

4/3/16

North — Part of Survey Plot No.524 of Sri Arun Kumar,
 South — Part of Survey Plot No.524 of Smt. Vandana Kumari,
 East — Part of Survey Plot No.524 of Sri Sheonath Singh,
 West — Survey Plot No.526.

Details of Property Owned by Sri Jitendra Kr. & Smt. Sangeeta Rani.

All that piece and parcel of vacant land measuring an area 10 (Ten) dhooors, pertaining to part of Survey Plot No. 524, Khata No. 196, Tauji No. 5854, under Thana No.17, situated in mauza Rustampur @ Sikandepur, situated in South of Modi Plastic, Pargana Phulwari, P.S. Danapur, Sub. Registry office Danapur, Sadar Registry office and District Patna, which is bounded and butted as follows :-

North — Part of Survey Plot No.524 of Smt. Vandana Jha,
South — Land of Sri Vicky Singh,
East — Part of Survey Plot No.524 of Sri Sheonath Singh,
West — Survey Plot No.526.

Details of Property Owned by Sri Heera Nath Mishra.

All that piece and parcel of vacant land measuring an area 10 (Ten) dhooors, pertaining to part of Survey Plot No. 524, Khata No. 196, Tauji No. 5854, under Thana No.17, situated in mauza Rustampur @ Sikandepur, situated in South of Modi Plastic, Pargana Phulwari, P.S. Danapur, Sub. Registry office Danapur, Sadar Registry office and District Patna, which is bounded and butted as follows :-

North — Part of Survey Plot No.524 of Sri Pasupati Choudhary,
 South — Part of Survey Plot No.524 of Sri Yugeshwar Jha,
 East — Part of Survey Plot No.524 of Sri Sheonath Singh,
 West — Survey Plot No.526.



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<p>Rani. (Ten) b. 196, ampur lwari, ce and</p>	<p>Rani. (Ten) b. 196, ampur lwari, ce and</p>	<p>Rani. (Ten) b. 196, ampur lwari, ce and</p>	<p>Rani. (Ten) b. 196, ampur lwari, ce and</p>
<p>Vandana Kumer</p> <p><u>4/3/16</u></p>	<p>Vandana Kumer</p> <p><u>4/3/16</u></p>	<p>Vandana Kumer</p> <p><u>4/3/16</u></p>	<p>Vandana Kumer</p> <p><u>4/3/16</u></p>
<p>Titondary Kumer</p> <p><u>4/3/16</u></p> <p>अजीतारानी</p> <p><u>4/3/16</u></p>	<p>Titondary Kumer</p> <p><u>4/3/16</u></p> <p>अजीतारानी</p> <p><u>4/3/16</u></p>	<p>Titondary Kumer</p> <p><u>4/3/16</u></p> <p>अजीतारानी</p> <p><u>4/3/16</u></p>	<p>Titondary Kumer</p> <p><u>4/3/16</u></p> <p>अजीतारानी</p> <p><u>4/3/16</u></p>
<p>Kundan Kumer The</p> <p><u>04/03/16</u></p>	<p>Kundan Kumer The</p> <p><u>04/03/16</u></p>	<p>Kundan Kumer The</p> <p><u>04/03/16</u></p>	<p>Kundan Kumer The</p> <p><u>04/03/16</u></p>
<p>Keeppack Kumer</p> <p><u>4/3/16</u></p>	<p>Keeppack Kumer</p> <p><u>4/3/16</u></p>	<p>Keeppack Kumer</p> <p><u>4/3/16</u></p>	<p>Keeppack Kumer</p> <p><u>4/3/16</u></p>

Vandana Kumar,
41/3/16
41/3/16
41/3/16
41/3/16

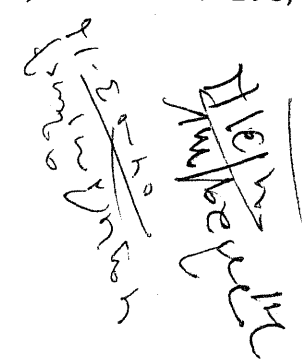
Trishana kumar
4/13/16
अंगीठा शर्मा
4/13/16

04/02/2016

Kundan Kumar Singh
04/03/16

Deepak Kumar
416110

All that piece and parcel of vacant land measuring an area 10 (Ten) dhoores, pertaining to part of Survey Plot No. 524, Khata No. 196,



Tauji No. 5854, under Thana No.17, situated in mauza Rustampur @ Sikandepur, situated in South of Modi Plastic, Pargana Phulwari, P.S. Danapur, Sub. Registry office Danapur, Sadar Registry office and District Patna, which is bounded and butted as follows :-

BOUNDARY

North — Part of Survey Plot No.524 of Smt. Vandana Kumari,
South — Part of Survey Plot No.524 of Smt. Nirmala Devi,
East — Part of Survey Plot No.524 of Sri Sheonath Singh,
West — Survey Plot No.526.

SCHEDULE-1G

Details of Property Owned by Pasupati Choudhary.

All that piece and parcel of vacant land measuring an area 10 (Ten) dhoores, pertaining to part of Survey Plot No. 524, Khata No. 196, Tauji No. 5854, under Thana No.17, situated in mauza Rustampur @ Sikandepur, situated in South of Modi Plastic, Pargana Phulwari, P.S. Danapur, Sub. Registry office Danapur, Sadar Registry office and District Patna, which is bounded and butted as follows :-

BOUNDARY

North — Part of Survey Plot No.524 of Smt. Nirmala Devi,
South — Part of Survey Plot No.524 of Sri Hari Nath Mishra,
East — Part of Survey Plot No.524 of Sri Sheonath Singh,
West — Survey Plot No.526.

SCHEDULE-1H

Details of Property Owned by Smt. Vandana Kumari.

All that piece and parcel of vacant land measuring an area 01(One) Katha, pertaining to part of Survey Plot No. 524, Khata No. 196, Tauji No. 5854, under Thana No.17, situated in mauza Rustampur @ Sikandepur, situated in South of Modi Plastic, Pargana Phulwari, P.S. Danapur, Sub. Registry office Danapur, Sadar Registry office and District Patna, which is bounded and butted as follows :-

BOUNDARY



01/02/17
4/3/16

alibla karam
4/3/16
4/3/16

Vandana Kumari
4/3/16
4/3/16
4/3/16
4/3/16

01/02/17
4/3/16

Kumbar Kumar #14
04/03/16

Deepak Kumar
4/3/16

Handwritten signature and date: 4/3/16

North — Part of Survey Plot No.524 of Arun Kumar,
 South — Part of Survey Plot No.524 of Sri Deepak Kr. & Kundan Kr.
 Jha,
 East — Part of Survey Plot No.524 of Sri Sheonath Singh,
 West — Survey Plot No.526.

SCHEDULE-1-I

Details of Property Owned by Smt. Vandana Jha

All that piece and parcel of vacant land measuring an area 10 (Ten) dhoors, pertaining to part of Survey Plot No. 524, Khata No. 196, Tauji No. 5854, under Thana No.17, situated in mauza Rustampur @ Sikandepur, situated in South of Modi Plastic, Pargana Phulwari, P.S. Danapur, Sub. Registry office Danapur, Sadar Registry office and District Patna, which is bounded and butted as follows :-

BOUNDARY

North — Part of Survey Plot No.524 of Sri Yugeshwar Jha,
 South — Part of Survey Plot No.524 of Sri Jitendra Kumar,
 East — Part of Survey Plot No.524 of Sri Sheonath Singh,
 West — Survey Plot No.526.

VALUATION OF PROPERTY/LAND

1. Total Area of Land 4 katha 16 dhoors equivalent to 15 decimals.

Under Thana Code No.044,

2. Govt. Value of the Land

@ Rs.6,50,000/- per dec.

Rs.97,50,000/-
Rs.97,50,000/-

Total

Annexure-I

Features and General Specification of flats.

BUILDING

Earth Quake resistance.

FOUNDATION

RCC frame structure with brick work in cement mortar as per design and specification of Architects/ Structural consultants.

CHOWKHATS

Door frame of sal wood.



01-2011/2011
 4/3/16

Nilkanth Karon
 4/3/16

4/3/16

Vandana Kumar
 4/3/16

Jitendra Kumar
 4/3/16

Kundan Kumar
 04/03/16

Deepak Kumar
 4/3/16

4/3/16

- DOOR** 32 mm thick ISI mark flush door with stopper.
- WINDOWS** Aluminum Sliding windows with Grill.
- FLOORING :** Vitrified tiles flooring (24" x 24" size) flooring along with skirting in all area of flats.
- KITCHEN**
- Flooring vitrified tiles.
 - Working platform- Green slab.
 - Dado-24" high ceramic tiles.
 - Sink : stainless steel sink
 - Provision for exhaust fan/ fresh air fan point to be provided. H. Power point
- DINNING SPACE** Provision of one wash basin in related space.
- BATHROOM/ TOILET :**
- Flooring- antiskid tiles.
 - Walls- Tiles upto 6'-00" height.
 - Sanitary- white glazed vitreous sanitary ware of ISI mark (ESCO / Parryware or equivalent).
 - Fittings - Chromium plated fittings of ESSO/ MARC or equivalent.
 - Geezer point provision in common toilet only.
 - Fresh air fan point provisions in each bathrooms.
- ELECTRICAL WORK :**
- All internal wiring in concealed conduits with copper wires of ISI Marks.
 - All electrical modular switches and accessories of ANCHOR/ make or equivalent.



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 4/3/16
 4/3/16

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 4/3/16

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 4/3/16

4/3/16

T.V. & TELEPHONE One T.V. point and one telephone plug pin provided in the Drawing cum Dining room

CABLE Cable point to be provided in the Drawing cum Dining room.

INTERNAL WALL All internal walls shall be finished with plaster of Paris.

EXTERNAL WALLS All external walls shall be covered with 02 coats of branded all weather coat

PARKING Crazy flooring/ equivalent tiles with adequate c lighting.

BORE HOLES Boring and Tube well of adequate capacity CROMPTON / KSB or equivalent make submersible pump connected to adequate capacity underground / overhead storage tank for uninterrupted water supply to all flats.

LIFT Provision of one elevator of a standard company of 04 passengers' capacity will be installed.

GENERATOR Good quality branded silent Generator (Mahindra/ Kirloskar make or equivalent).

INTERCOM Intercom facility provided in each flats with central Console at Security Guard station.

NOTE : The specification are tentative and subject to minor modification.

Witness :

1 Sachin Kumar
S/o Dayanand Singh
Vill- Ranipat P.O- Koriya
P.S- Patiyant, Dist- Patna
04/03/2016

2 Rachay Shyam Sh.
S/o Lakh Ganga Kant Sh.
Village - Rameshwar
P.S. - Jaiswar Asihem
Jhansarpur
Distt - Mecherani,
4/3/16.

Signature of Land Owner

1 Nibha Karam
4/3/16

2 Jitendra Kumar
4/3/16
2-A संगीता शर्मा
4/3/16



4/3/16
4/3/16

4/3/16
4/3/16

Vandana Kumar
4/3/16
Jitendra Kumar
4/3/16

4/3/16
4/3/16

4/3/16
4/3/16

4/3/16
4/3/16

(22)

3 ~~the~~
04/04/2016

4 ~~for the~~
4/3/16

5 ~~the~~
4/3/16

6 Deepak Kumar
4/3/16

6A Kundan Kumar Zha
04/03/16

7 ~~the~~
04-03-16

8 Vandana Kumari
4/3/16

9 ~~the~~
4/3/16

Nibha Karan
4/3/16
Jitendra KC 4/3/16
4/3/16
4/3/16

Signature of Builder

For Shristi Homes Pvt. Ltd.
Dhiraj Kumar
04/03/2016 Director

4/3/16



Endorsement of Certificate of Admissibility

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

Stamp duty paid under Indian Stamp Act Rs. 195000/-
Addl. Stamp duty paid under Municipal Act Rs. 0/-

Amt. Paid By N.J Stamp Paper Rs. 0/-
Amt. paid through Bank Challan Rs. 215650/-

Registration Fee										LLR + Proc Fee		Service Charge	
FEE PAID	A1	20000	C	0	H1b	0	K1a	0	Lii	0	LLR	0	650
	A8	0	D	0	H2	0	K1b	0	Liii	0	Proc.Fee	0	
	A9	0	DD	0	I	0	K1c	0	Mb	0	Total	0	
	A10	0	E	0	J1	0	K2	0	Na	0			
	B	0	H1a	0	J2	0	Li	0					
	TOTAL-									20000			
Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. -										20650			

Date: 04/03/2016

Registering Officer
Danapur

Endorsement under section 52

Presented for registration at Registration Office, Danapur on Friday, 04th March 2016 by Nibha Karan Alok Ranjan by profession House Wife. Status - Executant

Nibha Karan
4/3/16

Signature/L.T.I. of Presentant

Date: 04/03/2016

Registering Officer
Danapur

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Sada Nand Kumar' age '32' Sex 'M', 'Daya Nand Singh', resident of '18, rani Pur, pali Ganj, patna, 801110'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 04/03/2016

Registering Officer
Danapur

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Danapur in Book 1 Volume No. 65 on pages on 226 -251 , for the year 2016 and stored in CD volume No. CD-10 year 2016 .The document no. is printed on the Front Page of the document.



Date : 04/03/2016

Token No. : 3245

Year : 2016

S.No. :

SCORE Ver.4.0

Registering Officer
Danapur

Deed No. : 3138

SCANNED

Serial No. 424



Govt. of Bihar
Sub Registry Office, Danapur

Summary of Endorsement

This document was presented for registration on **18/01/2016** by **Devendra Jha**.
A stamp duty of Rs. **178760/-** and other fees of Rs. **20700/-** 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. **413** in Book No. **1**, Volume No. **9** on pages from **81** to
105 and has been preserved in total **25** pages in C.D. No. **2** / Year **2016**

Date: 18/01/2016

Token No. 424/2016

Signature with Date
(Dhananjay Kumar Rao)
Registering Officer, Danapur

18/01/2016

DEVELOPMENT AGREEMENT

This Development Agreement made and entered into at Patna on this
18 day of January, 2016.

BETWEEN

1. **MR. DEVENDRA JHA**, Son of Late Sukhdeo Jha, resident of village and Post Mahrail, via Jhanjharpur, P.S. Rudrapur, District Madhubani.
2. **SRI PAWAN KUMAR MISHRA**, Son of Late Indresh Mishra, resident of village and Post Ranti, P.S.A. Raj Nagar, District Madhubani.



सुनील कुमार श्रीवास्तव
18/01/2016

अनिल कुमार झा
18-1-16

देवेंद्र जहा
18/01/16

पवन कुमार मिश्रा
18/01/16

प्रेम कुमार
18/1/16

देवी
18-1-16

सुनील कुमार श्रीवास्तव
18-1-16

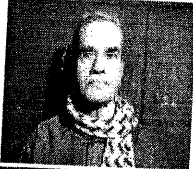
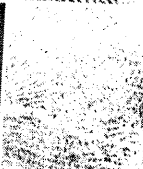
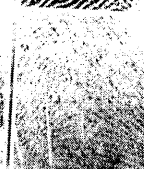
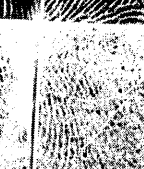
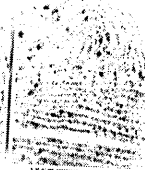
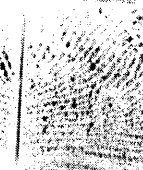
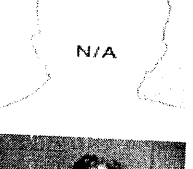
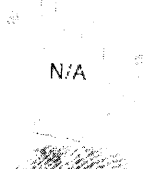
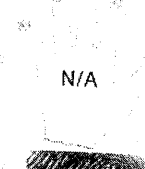
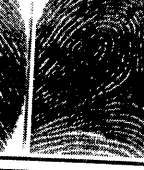
अनिल कुमार झा
18/01/2016

धिरज कुमार
18/01/2016

गुणार्ति श्रीवास्तव
18-01-2016

7-424/16

18/01

PresType	Name	Photo	Thumb	Index	Middle	Ring
Claimant	Dhiraj Kumar					
Sig.	Dhiraj Kumar 18/1/16					
Executant	Akhileshwar Thakur					
Sig.	Akhileshwar Thakur 18-1-16					
Executant	Anjana Choudhary					
Sig.	Anjana Choudhary 18/01/16					
Executant	Chandra Kant Mishra					
Sig.	Chandra Kant Mishra 18-1-16					
Executant	Daman Kumar Jha					
Sig.	Daman Kumar Jha 24-1-2016 18/01/2016					
Presented By	Devendra Jha					
Sig.	Devendra Jha 18/1/16					
Executant	Devendra Jha					
Sig.	Devendra Jha 18/1/16					
Executant	Kumari Anamika					
Sig.	Kumari Anamika 18.01.16					



18/1/16

3. **MR. DAMAN KUMAR JHA**, Son of Late Satish Chandra Jha, resident of village and Post Ranti, P.S. Raj Nagar, District Madhubani.
4. **MR. AKHILESHWAR THAKUR**, Son of Late Bal Krishna Thakur, resident of Adarsh Colony, P.S. and District Madhubani.
5. **MR. RAVI KUMAR SONI**, Son of Sri Jai Govind Prasad, resident of village Ghatkan, P.O. Dhangawan, P.S. Cacko, District Jehanbad,
6. **MR. PREM CHANDRA JHA**, Son of Late Kameshwar Jha, village and Post Manik Chowk, Paschimwari Tola, District Sitamarhi,
7. **MRS. SHANTI DEVI**, wife of Late Suresh Jha, village Udaipur, Post Akhtiyarpur, P.S. Saraiganj, District Samastipur.
8. **MR. SUNIL KUMAR SRIVASTAVA**, Son of Sri Arun Kumar Prasad, resident of village Amlatoli, Post and P.S. Raj Nagar, District Madhubani.
9. **MR. CHANDRA KANT MISHRA**, Son of Late Lakshmi Mishra, resident of House No. 195, Main Road Bhur Colony, Old Faridabad,, Haryana.
10. **MRS. NIRMALA DEVI**, Wife of Sri Radhey Shyam Jha, resident of Ram Khetri Post Santgarh, via Jhanjharpur, P.S. Bhairav Asthan, District Madhubani.
11. **MRS. ANJANA CHOUDHARY**, Wife of Sri Sudhir Nath Choudhary, resident of village Pindaruch, P.S. Kamtaul, District Darbhanga.
12. **KUMARI ANAMIKA**, Wife of Sri Deepak Kumar Jha, resident of Sheopuri Colony, South West Aerodrum, Tilkamanjhi, Bhagalpur. All hereinafter jointly 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,

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successors, executors, administrators, legal representatives, nominees and assignees) Of the **FIRST PART**.

AND

M/S SHRISTI HOMES PRIVATE LIMITED, a company incorporated under the applicable provisions of Indian Companies Act, 1956, having its registered office at Shyam Residency, Road No. 03A, Mahesh Nagar, P.S. Patliputra, Town & District Patna, through its authorised Director **Sri Dhiraj Kumar**, son of Late Shyam Chand Prasad, hereinafter referred to as the **Builder/Developer** (which terms and expression unless excluded by or repugnant to the context shall deemed to include its executors, administrator, legal representatives, assigns and successors-in-office) of the **SECOND PART**.

WHEREAS, the property hereby to be developed, fully described in Schedule-I of this Development Agreement, measuring a total area of 06 katha 10 dhoors, little more or less, pertaining to Part of Survey Plot No. 526, Khata No. 177, Tauji No. 5854, under Thana No.17, situated in mauza Rustampur @ Sikanderpur, Pargana Phulwari, P.S. Danapur, Sub. Registry office Danapur, Sadar Registry office and District Patna. The details of aforesaid land is fully described in Schedule-I to II of this deed of Development Agreement.

WHEREAS, the aforesaid land is the self acquired property of the above named land Owners, who purchased the same under 12 (Twelve) separate reregistered deeds of absolute sale from Sri Premchand Singh, Son of Late Sheodhar Prasad Singh. Subsequently, all the above named land owners got their names mutated in Government records and are paying ground rent to the State of Bihar through Circle office and accordingly rent receipts are being issued in their respective names for their respective lands. The details of sale deeds by which the above named land owners purchased their respective land is clearly mentioned hereunder.

Sl.No.	Name of the purchasers.	Sale deed No.	Dates	Area Katha -Dhoor.
1.	Devendra Jha.	489.	20/01/2015.	01 - 00.
2.	Pawan Kumar Mishra..	8984.	22/08/2015.	00 - 10.



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18/01/16

From Chandra Prasad
Akhil Kumar

18-1-16

Dhiraj Kumar

21/01/16

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21/01/16

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3.	Sri Daman Kumar Jha.	8985.	22/08/2015.	00 - 10.
4.	Akhilleshwar Thakur.	8983.	22/08/2015.	00 - 10.
5.	Sri Ravi Kumar Soni.	2634.	18/03/2015.	00 - 10.
6.	Sri Prem Chandra Jha.	6119.	13/06/2015.	00 - 10.
7.	Smt. Shanti Devi..	2635.	18/03/2015.	00 - 10.
8.	Sunil Kumar Srivastava.	3723.	29/07/2015.	00 - 10.
9.	Chandra Kant Mishra.	6120.	13/06/2015.	00 - 10.
10.	Smt. Nirmala Devi.	490.	20/01/2015.	00 - 10.
11.	Anjana Choudhary..	6121.	13/06/2015.	00 - 10.
12.	Kumari Anamika..	3724.	15/04/2015.	00 - 10.

WHEREAS, the details of land to each land owners is clearly mentioned in Schedule-IA to IL of this development agreement.

WHEREAS, the above named land Owners are seized and possessed of land or otherwise sufficiently entitled to transfer or enter into an agreement for Development with the developer for construction of one or more multistoried building complex over the Scheduled land.

WHEREAS, the above named Land Owners got interested in getting a multistoried building complex developed and constructed over the Scheduled land on conversion basis and acquire built-up area in shape of flats and car parking spaces along with all other facilities and amenities in consideration for the value of their respective land to be conveyed by the Land Owners to the developer.

WHEREAS, when the Developer Second Part came to know the desire of the Land Owners, **SRI DHIRJ KUMAR**, one of the Directors of **M/S SHRISTI HOMES PRIVATE LIMITED**, approached the above named Land Owners and showed their willingness to develop the aforesaid land on conversion basis. The Land Owners and the Developer entered into a negotiation and on representation and declaration made by the Owners as hereinafter recorded at between the parties hereto upon the terms and conditions hereinafter appearing.

IT IS REPRESENTED & DECLARED BY THE OWNER:—

- i) That the land fully mentioned in Schedule- I to II of this Development agreement is under their exclusive possession with absolute right, title and interest and free from all encumbrances and have full right and



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श्री चन्द्रा जेठवा

प्रेम चन्द्रा जेठवा

अखिलेश्वर ठाकुर

18-1-16

Dhiraj Kumar

18/01/2016

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absolute authority and title to transfer and convey the whole or part of the said property, having full marketable title therein.

- ii) That there is no attachment, either before or after the judgment and there is no claims, demands, suits, decrees, injunctions, orders, lispendense, notices, petition or adjudication order affecting the said property or any part thereof.
- iii) That the Owners has not created any charge or encumbrances on the said property or any part thereof by way of sale, mortgage, exchange, lease, trust, gift, assessment, rights, liens, agreement for leave and license, permission, rent, possession, charges, inheritance or any other encumbrance whatsoever.
- iv) That no notice or notification for acquisition/requisition under any statute in the past or presently enforce, have been received, served or passed by the Patna Regional Development Authority (Dissolved), the Patna Municipal Corporation, Income Tax Department or any other government authorities for acquisitions or requisitions of the said land or any part thereof.
- v) That except the above named land Owners, none else is entitled to or have any share, right, title and/or any interest over in respect of the said property or any part thereof in any manner whatsoever.
- vi) That the Owners are neither a benamidar nor a Trustee for anyone in respect of the said property or part thereof.
- vii) That the Owners have not entered in the past into any agreement for sale or development of the said property or any part thereof nor have made any agreement with any one whomsoever regarding the said property or any part thereof. The Land Owners declares and agrees that any problem, litigation, claim arising due to any agreement made in the past or during the pendency of this agreement or any claim arising thereof has to be sorted out by the Land Owners themselves and the developer in no case will be responsible to sorted out the said problem, in this regard any loss monetary or otherwise arising due to above reasons the builder will be kept totally indemnified by the Land Owners.

2. AND WHEREAS, at the request of the land Owners, the aforesaid Developer agreed to construct one or more multistoried building complex over the Scheduled land at its own cost and expenses, hereinafter referred to as the "BUILDING/ COMPLEX" and agreed to give and hand over one flat and one reserve car parking space to



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each land owners and each flat measuring about 1030 Sq.ft. built-up area in proportion to their respective land in the proposed multistoried Building complex in consideration for the value of the said property and the remaining built-up area would be retained by the developer as developer's share in consideration of the cost of construction and both the parties will have absolute right, title and interest over their respective shares.

3. As a result of negotiation between the parties hereto and on the representation and declaration made by the Owners as herein above recorded an agreement for development of the said property has been arrived at between the parties hereto upon the terms and conditions hereinafter appearing.

NOW THESE PRESENTS BETWEEN WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :—

1. The Owners hereby jointly appointed the aforesaid developer as the developer of the said property and irrevocably grant permission to develop the aforesaid Land. The Developer hereby accepts from the Owners exclusive right, possession and license to develop the said property, fully described in Schedule-I to IH of this Development Agreement, hereinafter written in the manner and on the terms and conditions hereinafter mentioned.
2. It is also agreed between the parties that immediately after execution and registration of this Development Agreement, the Developer shall amalgamated the land of both the land owners and prepare a building plan or drawing through a registered architect for the entire land for construction of the proposed multistoried building complex.
 - A. That it is agreed between the parties that the developer will be fully entitled to get the building plan approved in its own name and signature and all the papers to be required for approval of the said building plan shall be provided by the land Owners to the developer but before submitting the proposed building plan with the concerned authority, the developer shall obtain necessary consent from the land owners. The expenditure to be incurred to obtain such approval shall be borne and paid by the developer.
 - B. That it is further agreed by the parties that any alteration in the aforesaid plan which is in the parameter of Patna Municipal Corporation Building



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From 2000/16
18/01/16
A. U. S. & Co. Pvt. Ltd.

18-1-18

Dinesh Kumar
18/01/2016

20-2-2016
18/11/16

24-3-2016
20/01/16
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31/12/15

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21/11/18
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Rules & Regulations, norms and custom, which may permit necessary shall require to obtain necessary consent/ permission of the Owners' by the developer and the developer shall not be fully entitled to make such alteration. There shall no alteration except within permissible limits to the map approved by the Patna Municipal Corporation, the replaced body of the PRDA.

3. That the Owners agreed to convey, transfer or assign their respective lands to the Developer, which is free from attachments, charges & encumbrances.
4. The Developer and the Owners have jointly assessed that based on presently permissible F.A.R. as per Patna Municipal Corporation building bye-laws it shall be possible to construct total built-up area as approved by Patna Municipal Corporation on the said property, whose built-up area shall be distributed over several floors of the said building and on that basis this agreement is being entered into by the and between the parties.
5. That it is agreed between the parties that the Developer will handover over one flat and one reserve car parking space to each land owners and each flat measuring about 1030 Sq.ft. built-up area along with all fitting, fixtures and amenities to the Land Owners in proportion to their respective land in consideration for the value of the land and the Land Owners will be absolute Owners of the said flat and will be free to transfer or sell the same to any intending or prospective buyers and in that case the builder will have no objection.
6. That the flats to be handover to each land owners will be distributed and allocated with the mutual consent of both the parties.
7. That the Owners and their nominee/s shall have absolute right, title and interest over the said flats to be handed over by the developer and shall be fully entitled to use and enjoy the same and shall be fully entitled to transfer convey grant or otherwise alienate their interest in any manner as deem fit by them to any person, Association of persons, Firm, body corporate, co-operative society, govt. agency etc. on such terms & conditions as may be decided by the Owners.
- A. That the Developer second part is agreed to construct the proposed multistoried building complex at its own cost and expenses and in consideration of the cost of construction, the developer will get and



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retain the developer's share in the proposed multistoried building complex and the Developer will be free to transfer, sell, or mortgage the aforesaid flats and for that the Land Owners will have no objection. However, the Developer shall take care to sell its share to those having no criminal records.

- B. That the developer and or its nominees shall solely and exclusively be entitled to developer's area and shall have absolute right, title and interest over the Developer's area and they shall be fully be entitled to transfer, convey, otherwise alienate their interest in any manner as they deem fit and proper to any person, association of persons, firm, body corporate, co-operative societies, government agencies etc. on such terms and conditions as may be decided by the developer or its nominees individually or collectively.
- C. That the name of the proposed multistoried building complex shall be "**DEVENDRA ENCLAVE**".
- D. That the Developer, their staffs, workers, Engineers, Architects and Agent etc. will have all the right to enter into the said property to enable the Developer to carry out the various pre-developmental works.
8. That developer agree s to construct the proposed multistoried building complex and handover the vacant possession of the Owners 's share/ area to the Land Owners with all fittings, fixture and amenities within a period of 30 (Thirty) months from the date of sanction of the building plan or from the date of handing over the vacant possession of the Scheduled land to the developer, which ever is later. If the developer fails or neglects to complete the project within the stipulated time as mentioned above then in that case the Land Owners will provides 03 months more time to the developer as grace period.
9. As there may be any unavoidable delay due to unforeseen circumstances beyond the control of the developer i.e. strike, natural calamities like floods, earthquake, war, and riots in or around the India affecting the construction work, the period mentioned above shall be extended automatically till disturbances continued and normalcy is restored to start the work, it would be seen and judged mutually by the Land Owners and the developer.



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अधिकारी (नियंत्रण)
18/10/18
For Chaudhary
#Chaudhary Shree
18-1-18

Shiraj Kumar
18/10/2018

21/10/18
अधिकारी (नियंत्रण)
18/10/18
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अधिकारी (नियंत्रण)
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अधिकारी (नियंत्रण)
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10. It is made expressly clear that the time is essence of this agreement and there shall be no grace period except as mentioned in Para 08 of this development agreement.
11. The Owners shall at no time demand any sum or premium or interest in any dealing regarding the sale of the Developer's Area.
12. This agreement shall not ever be deemed to constitute a partnership of any sort between the parties hereto.
13. The Owners and their nominees and the developer and its nominee/s shall jointly have undivided right, title and interest and share in the total land of the said property
14. That the developer will be fully entitled to execute sale deed or any type of conveyance deed with respect to the developer's share only after handing over the Owners' share to the Owners. However, the developer is entitled to enter into an agreement for sale with its intending buyer/s with respect to the developer's share and may receive advance money against the said agreement.
15. The Owners hereby grant right and license to the developer to take up and proceed with the development planning and construction of the said complex in terms of this Development Agreement and will hand over vacant physical possession of the said property, more fully described in Schedule hereunder given to the developer. This right and license granted to the Developer by the Owners shall be license as contemplated as per provisions of Indian Easement Act.
 - A. It is agreed that any agreement or arrangement made or entered into at any time before or during subsistence of this agreement by the Land Owners will be treated as breach or violation of the terms and conditions of this Development Agreement and the same should be treated as null and void, and in this regard the developer will be kept indemnified.
 - B. That any charge, encumbrance, lease or otherwise made over the Scheduled Property or any part thereof by the Land Owners during the subsistence of this agreement shall be treated as breach and violation of the terms and conditions of this agreement.
 - C. The Owners shall be fully entitled to enter into an agreement for sale or otherwise allot flats and parking spaces and other tenements comprised in the Owners' area/ share in the said building, which does not form the part of the Developer's area. The Owners shall



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Amreshwar Singh
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Dhiraj Kumar

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- Divya Kumar
18/01/2016

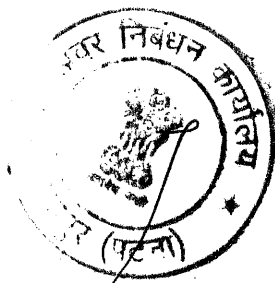
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and own portion of the Owners' area in the said building on the same terms and conditions as contained in the aforesaid standard agreement and to execute similar Agreements but not against the building plan passed by the Patna Municipal Corporation.

- A. The common area shall be jointly owned by all the Owners of all the portion of the said 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 Owners of any part of the said building will have any exclusive right, title and interest over the common area and common facilities except the right to common use.
22. Both the Owners and the Developer will jointly be entitled to all permissible future and/or vertical development/ exploitation of the said property and the said complex thereof, in accordance with the Bye-laws, Rules and Regulations, as applicable. The construction, share owing and selling of all such additional built up area will be done in the same proportions and on the same terms and conditions contained in this Development Agreement.
23. That if the Land Owners ask or request the developer to make any extra work, deviation in Owners' area/ flats from the specification as mentioned in Annexure-I to this Development agreement then the Land Owners will have to pay the extra charge for the same on the same rate as fixed by the developer for it's own customers. The land owners will obtain electric meter in their own names from the Electricity department and all the expenses to be incurred for the same shall be borne and paid by the respective land owners and the developer shall have no concern for the same.
24. That in construction of the said building material articles, fittings and fixtures etc. shall be used as per the specifications which has been mentioned and detailed in Annexure-1 which would be the part of this development agreement. The developer shall strictly follow Annexure-1 of this development agreement.
25. That the Land Owners or their nominees are entitled to verify and supervise the quality of materials to be used for construction of the building. If the Land Owners or their nominee finds that the materials which are being used for construction is not up to the marks and of good quality as per Annexure-1 of this development agreement then the Land Owners will intimate the same to the



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developer and suggest to use materials as per Annexure-1 of this development agreement and the developer shall bound to change the same as per the direction of the Land Owners .

26. The Owners agrees 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 areas, in which the said property is located or the complex is built or any other statutory/ levy becomes applicable on the said property or the building thereon, then the same shall be paid by the Developer, Land Owners and or their respective nominees jointly in the same proportion as their respective shares of built-up area in the said building.
27. 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 in any excess construction of the built-up area then the same will be borne and paid only by the developer.
28. It is agreed that in all transfer, conveyance of built-up area the purchasers/transferees shall bear the cost of stamp duty, court fee and other registration charges.
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 of dispute or difference to the Arbitrator appointed by the parties to this Development Agreement and such Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. If the parties do not agree for reference to Arbitration, then the Dispute shall be settled by recourse to competent Civil Court.

IN WITNESS WHEREOF, both the parties put their respective signatures on the day month and year first above mentioned in pres
WITNESSES :—

1. Sachin Kumar
S/o Dayanand Singh
Vill - Ramipur
Post - Korbha.
P.S - Paliganj
Dist - Patna
18/01/2016

Signature of Land Owners

1. देवेंद्र शर्मा 18/1/16
2. पवन कुमार मिश्रा
3. अमित कुमार शर्मा

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अमित कुमार शर्मा
18/01/16

पवन कुमार मिश्रा
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Divraj Kumar

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Per Shristi Homes Pvt. Ltd.

18/01/20/Director

All that piece and parcel of vacant land measuring an area 06 (Six) katha 10 (Ten) dhoors, pertaining to part of Survey Plot No. 526, Khata No. 177, Tauji No. 5854, under Thana No.17, situated in mauza Sikandepur, South of Modi Plastic, Pargana Phulwari, P.S. Danapur, Sub. Registry office Danapur, Sadar Registry office and District Patna, which is bounded and butted as follows :-

BOUNDARY

North — Part of Survey Plot No.526 of Birendra Kumar & others,
 South — Part of Survey Plot No.526 of Sri Premchand Singh,
 East — Survey Plot No.524 of Smt. Nirmala Devi and others
 West — Branch Road.

Am. L. Shaver - Jan
18-1-16

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Details of Property Owned by Sri Devendra Jha

All that piece and parcel of vacant land measuring an area 01 (One) katha, pertaining to part of Survey Plot No. 526, Khata No. 177, Tauji No. 5854, under Thana No.17, situated in mauza Sikandepur, South of Modi Plastic, Pargana Phulwari, P.S. Danapur, Sub. Registry office Danapur, Sadar Registry office and District Patna,

SCHEDULE-1B

Details of Property Owned by Sri Pawan Kumar Mishra.

All that piece and parcel of vacant land measuring an area 10 (Ten) dhoor, pertaining to part of Survey Plot No. 526, Khata No. 177, Tauji No. 5854, under Thana No.17, situated in mauza Sikandepur, South of Modi Plastic, Pargana Phulwari, P.S. Danapur, Sub. Registry office Danapur, Sadar Registry office and District Patna, which is bounded and butted as follows :-

SCHEDULE-1C

Details of Property Owned by Sri Daman Kumar Jha.

All that piece and parcel of vacant land measuring an area 10 (Ten) dhoor, pertaining to part of Survey Plot No. 526, Khata No. 177, Tauji No. 5854, under Thana No.17, situated in mauza Sikandepur, South of Modi Plastic, Pargana Phulwari, P.S. Danapur, Sub. Registry office Danapur, Sadar Registry office and District Patna, which is bounded and butted as follows :-

SCHEDULE-1D

Details of Property Owned by Sri Akhileshwar Thakur.

All that piece and parcel of vacant land measuring an area 10 (Ten) dhoor, pertaining to part of Survey Plot No. 526, Khata No. 177, Tauji No. 5854, under Thana No.17, situated in mauza Sikandepur, South of Modi Plastic, Pargana Phulwari, P.S. Danapur, Sub. Registry office Danapur, Sadar Registry office and District Patna, which is bounded and butted as follows :-



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SCHEDULE-1E
Details of Property Owned by Sri Ravi Kumar Soni.

All that piece and parcel of vacant land measuring an area 10 (Ten) dhoor, pertaining to part of Survey Plot No. 526, Khata No. 177, Tauji No. 5854, under Thana No.17, situated in mauza Sikandepur, South of Modi Plastic, Pargana Phulwari, P.S. Danapur, Sub. Registry office Danapur, Sadar Registry office and District Patna, which is bounded and butted as follows :-

3 मार 3-11-18
18/01/16
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SCHEDULE-1F
Details of Property Owned by Sri Premchandra Jha.

All that piece and parcel of vacant land measuring an area 10 (Ten) dhoor, pertaining to part of Survey Plot No. 526, Khata No. 177, Tauji No. 5854, under Thana No.17, situated in mauza Sikandepur, South of Modi Plastic, Pargana Phulwari, P.S. Danapur, Sub. Registry office Danapur, Sadar Registry office and District Patna, which is bounded and butted as follows :-

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18/01/16
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SCHEDULE-1G
Details of Property Owned by Smt. Shanti Devi.

All that piece and parcel of vacant land measuring an area 10 (Ten) dhoor, pertaining to part of Survey Plot No. 526, Khata No. 177, Tauji No. 5854, under Thana No.17, situated in mauza Sikandepur, South of Modi Plastic, Pargana Phulwari, P.S. Danapur, Sub. Registry office Danapur, Sadar Registry office and District Patna, which is bounded and butted as follows :-

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18/01/16
18/01/16

SCHEDULE-1H
Details of Property Owned by Sri Sunil Kumar Srivastava.



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18/01/16

Shri Chandra
Hem Chandra Jha

18-1-16

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Details of Property Owned by Sri Chandra Kant Mishra.

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Details of Property Owned by Smt. Nirmala Devi.

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Details of Property Owned by Smt. Anjana Choudhary.

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Divraj Kumar

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1877

11-1-81

SCHEDULE-1-I.
Details of Property Owned by Smt. Anamika.

All that piece and parcel of vacant land measuring an area 10 (Ten) dhoor, pertaining to part of Survey Plot No. 526, Khata No. 177, Tauji No. 5854, under Thana No.17, situated in mauza Sikandepur, South of Modi Plastic, Pargana Phulwari, P.S. Danapur, Sub. Registry office Danapur, Sadar Registry office and District Patna, which is bounded and butted as follows :-

VALUATION OF PROPERTY/LAND

1. Total Area of Land 6 katha 10 dhoor.
equivalent to 20.34 decimals.

Under Thana Code No.044, Zone-II,

2. Govt. Value of the Land

@ Rs. 4,40,000/- per dec.

Rs. 89,38,000/-

Total Rs. 89,38,000/-

Annexure-I

Features and General Specification of flats.

BUILDING

Earth Quake resistance.

FOUNDATION

RCC frame structure with brick work in cement mortar as per design and specification of Architects/ Structural consultants.

18



Shen Chandra
Anil Singh

18-1-16

श्री धीरज कुमार
18/01/16
18-1-16

अधर निबंधन कार्यालय
18/01/16
18/01/16

247- 18/01/16
697- 18/01/16
18/01/16

18/01/16

- CHOWKHATS** Door frame of sal wood.
- DOOR** 32 mm thick ISI mark flush door with stopper.
- WINDOWS** Aluminum Sliding windows with Grill.
- FLOORING :** Vitrified tiles flooring (24" x 24" size) flooring along with skirting in all area of flats.
- KITCHEN**
- Flooring vitrified tiles.
 - Working platform- Green slab.
 - Dado-24" high ceramic tiles.
 - Sink : stainless steel sink
 - Provision for exhaust fan/ fresh air fan point to be provided. II. Power point
- DINNING SPACE** Provision of one wash basin in related space.
- BATHROOM/ TOILET :**
- Flooring- antiskid tiles.
 - Walls- Tiles upto 6'-00" height.
 - Sanitary- white glazed vitreous sanitary ware of ISI mark (ESCO / Parryware or equivalent).
 - Fittings - Chromium plated fittings of ESSO/ MARC or equivalent.
 - Geezer point provision in common toilet only.
 - Fresh air fan point provisions in each bathrooms.
- ELECTRICAL WORK :**
- All internal wiring in concealed conduits with copper wires of ISI Marks.
 - All electrical modular switches and accessories of ANCHOR/ make or equivalent.



18/01/16

18-1-16

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21/01/16

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18/01/16

18/01/16

Endorsement of Certificate of Admissibility

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

Stamp duty paid under Indian Stamp Act **Rs. 178760/-**
Addl. Stamp duty paid under Municipal Act **Rs. 0/-**

Amt. Paid By N.J Stamp Paper **Rs. 0/-**
Amt. paid through Bank Challan **Rs. 199460/-**

Registration Fee										LLR + Proc Fee		Service Charge	
FEE PAID	A1	0	C	0	H1b	0	K1a	0	Lii	0	LLR	0	700
	A8	0	D	0	H2	0	K1b	0	Liii	0	Proc.Fee	0	
	A9	0	DD	0	I	0	K1c	0	Mb	0	Total	0	
	A10	0	E	20000	J1	0	K2	0	Na	0			
	B	0	H1a	0	J2	0	Li	0					
	TOTAL-										20000		
Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. -										20700			

Date: 18/01/2016

Registering Officer
Danapur

Endorsement under section 52

Presented for registration at Registration Office, Danapur on Monday, 18th January 2016 by Devendra Jha S/O Late Sukhdeo Jha by profession Others. Status - Executant

Signature/L.T.I. of Presentant

Date: 18/01/2016

Registering Officer
Danapur

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Sadanand Kumar' age '26' Sex 'M', 'S/O Dayanand Singh', resident of 'Ranipur, Paliganj, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 18/01/2016

Registering Officer
Danapur

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Danapur in Book 1 Volume No. 9 on pages on 81 -105 , for the year 2016 and stored in CD volume No. CD-2 year 2016 .The document no. is printed on the Front Page of the document.

Date : 18/01/2016

Token No. : 424

Year : 2016

S.No. :

424

SCORE Ver.3.0

Registering Officer
Danapur

Deed No. : 413

