No. 4212 Deed No. 18299

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

This document was presented for registration on 13/02/2012 by Ranjit Mishra
A stamp duty of Rs. 297260/- and other fees of Rs. 654/- 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. 18299 in Book No. 1, Volume No. 337 on pages from 401 to 414 and has been preserved in total 14 pages in C.D. No. 53 / Year 2012

SCANNED

बिहार सरकार

SCORE 3.0

Date: 19/06/2012 Token No: 4276 /2012

Signature with Date
(Ashok Kumar Thakur)
Registering Officer, Patna

DEVELOPMENT AGREEMENT

This Agreement is made and entered into at Patna on this the 13 Day of February 2012(Two Thousand Twelve).

BETWEEN

1)SRI RANJIT MISHRA 2) SRI SHASHI RANJAN MISHRA AND 3) SRI PRABHAT RANJAN MISHRA all Sons of LATE CHANDRADEO MISHRA R/o Alpana Market , South P. P. Colony. Patna , Thana-S .K. Puri , District- Patna, hereinafter referred to as the 'OWNER' (which expression shall unless repugnant to the context or meaning

BUDHA DEVELOPERS

Serial No : 4212
Token No : 4276
Type & Status of Party

Deed No : P-18299 of 2012

Name of Party | Photo | Thumb | Index | Middle | Ring | Little

In Favour of — *Sanjeev Kumar (M.-Dir.)*

13/2/12

Signature of Party

Presented by — *Ranjit Mishra*
Self

13/2/12

Signature of Party

Executed by — *Prabbat Ranjan Mishra*

12/02/2012

Signature of Party

Executed by — *Shashi Ranjan Mishra*

13/02/12

Signature of Party

Executed by — *Ranjit Mishra*

Signature of Party

Identifier — *Madan Kumar*

12/2/12

Signature of Party

13/02/2012

there to mean and include her heirs administrators executors, legal representatives, successors-in- interest and/or assigns) of the ONE PART.

AND

BUDHA DEVELOPERS a Partnership Firm under Indian Partnership Act 1961 having its registered office at B-81, Buddha Colony, District-Patna through its Managing Partner Sri Sanjeev Kumar S/o Sri Kapildeo Narain Singh R/o Buddha Colony, P.O.-G.P.O., P.S.-Buddha Colony, Patna, in the State of Bihar hereinafter referred to as the "DEVELOPER" (which expression shall unless repugnant to the context or meaning there to mean and include its executors, administrators, legal representatives successor/s in office and/or assigns) of the OTHER PART.

WHEREAS the aforesaid Owner is seized and possessed of and is Owner of or otherwise was and is sufficiently entitled to the free hold Land measuring an area of **25,687 Sq.ft.** Situated at present Mauza- Digha, **ZONE-3** Pargana-Phulwari, P.S.-Digha Town and District – Patna, in the state of Bihar, Survey Plot no. – 3823, Thana no.1, Khata No.672, Tauzi No.5130 ,P.S.Code-001 within the limits of Patna Municipal Corporation, Patna Regional Development Authority more fully described in schedule of the Land hereunder written, hereinafter referred to as the SAID PROPERTY.

AND WHEREAS, the property fully described in schedule-I of this was bought by the mother of the Landowners SMT. MADHURI MISHRA W/O CHANDRA DEO MISHRA R/o Alpana Market, South P.P.Colony,Patna Thana-S.K.Puri, District-Patna by Virtue of Registered Sale Deed No.9175, Dt.5-10-1969 who came in exclusive peaceful physical possession over the same as absolute owner. The Land owner also mutated her name separately in the state sarista (Register-II) and paying the Land Rent to the Government of Bihar through the Circle Officer, Patna Sadar.

AND WHEREAS, the aforesaid owner being interested in getting a multistoried Residential developed and constructed on the said property through some reputed Developer, who can develop and construct Residential Building Complex at its own cost and to acquire cash and built-up area in the said building complex

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Partner

as consideration for the value of the said property to be conveyed by the owner to the developer and/or its nominee/s..

AND WHEREAS, the aforesaid developer offered to develop and construct at the entire risk and liability of the Developer and at its own cost a residential Building (hereinafter referred to as and the said Building) on the said property and the aforesaid owner agreed to acquire flat in the said building and cash as consideration for value of the said land to be conveyed by the owner to the developer or its nominee/s including a Co-Operative Housing Society, Firm, Association of persons, Body corporate e.t.c.

AND WHERE AS, as a result of the negotiations between the parties hereto, the aforesaid Owner and aforesaid Developer and on the representations and declarations made by the owner as herein recorded, an agreement for Development of the said property has been arrived at between the parties hereto upon the term and condition hereinafter appearing.

NOW THESE PRESENTS WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIERS HERE TO AS FOLLOWS :-

1. That the owners here by appoint the aforesaid Developer as the developer of the said property and irrevocably grants to the developer, who hereby accept from the owner the exclusive rights, possession and license to develop the said property fully described in the schedule hereunder written in the manner and on the term, condition and stipulations hereinafter mentioned.

2. That the Developer will construct the said building as per plan sanctioned by the Patna Regional Development Authority or any other authority/concerned and/or as permissible under the building Bye-Laws of P.R.D.A. or any other Authority concerned and the owner shall have no objection in this regard. It is on that basis this agreement is being entered into by and between the parties hereto.

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Partner

3. it is further agreed that any minor alternation or revision of the aforesaid plan within the parameters of the Patna Regional Development Authority Building Rules and Regulation, which may become necessary shall not require any further approval of the owner and the Developer alone shall be entitled to make such alternation/revision which would be binding on the owner.

3.1 The owners simultaneously with the execution of this Development Agreement agree to grant vacant physical possession of the said property of the developer.

3.2 The owners shall, after the execution of this agreement allow every facility to the Developer their staff, Engineers, Architects, workers etc. to enter upon the said property to enable the Developer, to carry out the various developmental works as stipulated in this Agreement.

4. The Developer will construct, complete and give to the owners of the First Part 50% of the Super Built Up area of the said building hereinafter called the OWNER'S AREA as consideration for the proportionate undivided share of said landed property to be conveyed/transferred by the owner to the Developer and or its nominee(s)/ assignee(s).

4.1. The developers shall at their own cost and expenses provide one main electric meter in the name of the owners and all sub-meter will be borne by he owners in the allotted flats.

5. The balance of the total built-up area of the said building/land i.e. 50% (after excluding the said Owner area as stipulated in clause 4 above) the remaining total area shall exclusively belong to the developer and hereinafter be called 'DEVELOPERS AREA' to which the Developer alone shall be entitled having constructed the same at its own cost and expenses.

5.1 The owner and their heirs/successors in interest and/or nominee/s shall solely and exclusively be entitled to the owner area and shall have absolute right title and interest or shall be fully entitled to use and enjoy the same either themselves individually or collectively or shall be fully entitled to transfer convey, grant, otherwise alienate their interest, in any manner ass deemed fit by them to any person or persons, Association of persons, firm, Body corporate, Co-

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Operative societies, Government's Agencies etc. on such terms and conditions as may be deemed fit by the owner individually or collectively.

5.2 The Developer and/or its nominee(s) shall solely and exclusively be entitled to the Developer's area and shall have absolute right, title and interest over the Developer's area and they shall be fully entitled to transfer, convey, grant otherwise alienate their interest, in any manner as deemed fit by them to any person or persons Association of persons. Firms, Body Corporate, co-operative societies, Government, agencies etc. on such term and condition as may be decided by the Developer or its nominee(s) individually or collectively.

6. The Developer agrees to construct and give possession of the owner area to the owner within a period of 3 (Three) years from the date of Allotment Agreement with Landowner with a grace period of 6(six) months. However, the aforesaid completion period is subject to "Force Majur" the Developer will be entitled for extra time in the case of any litigation and such happening as are beyond the control of the Developer including fire, tempest, accident, strike, lock-out exceptionally inclement weather and any other Act of God.

7. The owner shall at no time demand any further sum of premium or any interest regarding sale of Developer's area and the Owner shall if necessary, join in execution of all such deeds and documents as may be required by the Developer in this regards as confirming party . However the stamp duty and all expenses in this regard shall be born and paid by the purchaser/s only.

7.2 This Agreement shall not ever be deemed to constitute partnership of any sort between the parties hereto.

7.3 From the date of delivery of possession of owner area to owner, the owner and her heirs/successors and/or nominee/s and the Developer and its nominee(s) shall jointly have or be deemed to have undivided right, title and interest over the total land of the said property in the proportion of their respective share in the said building even without any further act. Matters or things done by the owner in the regard.

8. The owner hereby from the date of this agreement grant exclusive license to the Developer to enter upon the said landed property (more fully described in schedule written hereunder) and to take up and proceed with the development.

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planning and construction of the building in terms of this Development by the owner shall be a license as contemplated in section 60(b) of Indian Easement Act, 1982.

8.1. It is agreed that any Agreement or arrangement made or entered into at any time by the owner in breach of or violation of the terms and conditions of this Development shall be null and void.

8.2. The Owner here by irrevocably undertakes not to sale, dispose off, alienate, charge, encumber, lease or otherwise transfer the said landed property or any part thereof during the currency of this agreement and undertaken not to do any act/s deed/s matter/s or thing/s as shall be in breach of the terms of the Development Agreement save and except putting the said Developer thereon for the purpose of Development pursuant to this Development Agreement. The owner shall at no point of time during the currency of this Development Agreement try to dispose the said Developer from the said property or any part there of .The owner will take written permission from the Developer in case he wants to dispose off the property.

8.3. The Developer shall develop the said property in its own name and account and at its own cost and shall alone be responsible for the development and construction of the said building and neither the owner nor any person(s) claiming through the owner shall have any right to interfere in the development of the said property.

8.4. As after the date hereof the developer shall be fully entitled to do all acts, deeds and things required for development and construction of the said building at the developer's own cost and expense.

8.5. The Developer shall be entitled to enter into agreement for sale , or otherwise allot flats, parking spaces and other tenements in the Developer's area in the said building which comprise of the total built up area of the said building excluding the built-up-area forming part of the owner area. Whenever required by the Developer, the owner will join as confirming party in all such Agreements, sale Deeds or Allotment etc.

9. During the construction of the said building the developer may be required to create equitable or any legal mortgage of the said land and the construction

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thereon either in full or in part for obtaining loan for the individual purchasers of flats and parking spaces etc. In such event the owner shall have no objection and they shall join the developer, if required, in creation of such mortgage on terms to be mutually agreed. However, the Developer affirm and under take all moneys obtained as loan by pledging/ hypothecating or mortgaging the said property or creating charges on the said building under construction shall be exclusively invested for construction and Development of the said building only.

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

11.1. In case there be any defect in the title of the owner or there be any liability or any encumbrances in such event the developer shall be entitled to have such defects cured and/or liability cleared for and on behalf of the owner and at the Developer's cost and expenses and which shall be re-imbursed by the owner.

11.2. In any event the owner without prejudice to foregoing declaration agree and undertake to remove all obstacles and clear all outstanding doubts or defects, relating to the title of said the property save as herein above provided at its own cost so as ultimately vest the said landed property in the developer or its nominee/s free from all encumbrances and defects.

11.3. In case due to any defect in title of the owner and/or the said property or any part thereof or due to any other reason/s whatsoever, if it will not be possible for the developer to construct the said building or any part thereof then in that case the developer will be entitled to receive back the entire investment and expense made by the developer in respect of the aforesaid project proposed to be constructed on the said property along with interest 18% P.a and the owner will be property along with interest 18% P.a and the owner will be liable to pay the same to the Developer within 15 Days time from the date of notice of the Developer but before passing of the Map. Once title is complete and final

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agreement in signed, Map in passed, owner will not be responsible for giving any loss to developer.

11.4. All outgoing including Municipal taxes and any other charges in respect of the said landed property shall borne and paid by the owner till the date of handing over of vacant possession of the said landed property and thereafter the same shall be borne and paid by the developer till the delivery of possession of the owner's area to the owner.

11.5. After delivery of possession of the owner's area to the owner all outgoing in respect of the said landed property and the said building thereon shall be borne and paid by the owner and the developer and/or their nominee(s) proportionately in the proportion of their respective shares in the total built-up area in the said building.

12. Upon delivery of possession of the owner's area to the owner by the Developer and subject to the other terms and conditions contained herein before the owner shall execute and register conveyance(s) proportionate undivided share in the land of said property (i.e. 50%) in favor of the developer or its nominee/nominees including a cooperative Housing societies or association of persons of Body corporate etc. In default of the owner executing such transfer/conveyance of such deed or deeds as may be deemed necessary by the developer, the Developer shall be entitled to take all steps as may be necessary for execution and registration of all such documents, transfer/conveyance and for this purpose the owner hereby nominate and appoint Sri Sanjeev Kumar S/o Sri Kapildeo Narain Singh R/o Buddha Colony, P.O.-G.P.O., P.S.-Buddha Colony, Patna, Managing Partner of **BUDDHA DEVELOPERS** a Partnership Firm under Indian Partnership Act 1961 having its registered office at B-81, Buddha Colony, District-Patna BIHAR, for the said purpose as their attorney to act, apply for and obtain Income Tax clearance certificate, urban land Clearance and all other permissions and approvals as may be deemed necessary by the developer in this regard for granting such documents of title to the developer and/or its nominee/s.

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13. The Developer shall form as it deems best, a co operative Housing Society/Association of Persons/Body Corporate of all the persons owning tenants in the said building in proportion of ownership. The owner her nominee/s shall be come member of such an organization formed by the Developer and the owner, her nominees, respective agents servants, licenses, tenants etc. shall be bound abide by the rules and regulations as may be framed by such organization time to time and they shall be bound to contribute towards the cost of formation such organization as well as to pay the regular maintenance charges as be fixed for the maintenance and management of the entire building complex.

14. The common area shall jointly be owned by all the owner's of all the portions of the said building with equal entitlement to use and enjoy all common area and facilities provided for utilization by the occupants of the said building on the same terms and conditions applicable to all for such utilization . No owner's 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 of common use and enjoyment.

15. The owner agreed that if any levy is imposed by the Patna Regional Development Authority or any other public body or bodies or the Government for the Development/ betterment of the area in which the said landed 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 Developer.

16. 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 shall be borne and paid by the developer.

17. It is agreed that in all transfer/ conveyance of land and/or built –up-area the purchaser(s)/transferee(s) shall bear the cost of stamp duty, court fees and other registration charges.

18. That in case of any dispute or difference between the parties arising out of relating to this development agreement the same shall be steeled by the Arbitrators appointed by both the parties and such arbitration shall be conducted

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under the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended from time to time.

19. That provided the Competent authority give permission for further construction the share of Land owner & Developer will be divided in the same ratio as mentioned above.

20.Any residual rights outside the Scope of this agreement shall remain with the Landowner.

SCHEDULE OF PROPERTY

All that piece and parcel of Land measuring an area of **25,887 Sq.ft.** Situated at present Mauza- Digha, **ZONE-3** Pargana-Phulwari, P.S.-Digha Town and District – Patna, in the state of Bihar, Survey Plot no. – 3823, Thana no.1, Khata No.672, Tauzi No.5130 ,P.S.Code-001within the limits of Patna Municipal Corporation, Patna Regional Development Authority & District Sub-Registrar office Patna Sadar and bounded as follows:-

BOUNDARY:-

NORTH :- Ram Prasad Raut

SOUTH :- Madan Lal.

EAST :- Dev Narayan Singh

WEST :- Branch Road.

STANDARD SPECIFICATION

1.Structure : Good quality R.C.C structure with brick work in cement mortor as per design & specification of structural consultants and Structural Soundness.

2. Door : (A) Door frames (Choukhats) of hardwood. (B) 35mm thick flush/panel door shutters, pantied with a coat of wood primer and two coats of synthetic enamel paint of good brand quality. (C) Common areas-wooden doors and choukets of good quality.

3. Windows : Wooden windows with designer safety grill, painted with a coat of wood primer and two coats of synthetic enamel paint of good branded quality. Common areas likes staircase windows – wooden windows of good quality.

4. Interiors of Residential/Commercial Area.

5. Branded Lift of Good quality and separate for both residentia area in each Block.

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6.TOILETS:-Glazed tiles upto six feet high, wash basin, fixed showers as well as hand showers to be provided in each bathroom, hot and cold water arrangements(at no extra cost) Indian and western style pots(with jet and hand shower) to be present exhaust fan to be present in each bathroom sanitary ware(hidustan or some good company).

7. KITCHEN:- Marbel flooring warking platform of grantie, ceramic tiles up to 2 feet height, large wash basin exhaust fan provision for chimney provision for aquaguard, provision for atteast 3 power plugs.

8. GENERATOR BACKUP:- For Residential/commercial area lift and common lightening i.e. stairs at no extra cost.

9. TV AND PHONE POINTS : in hall and main bedroom.

10.INTERCOM: Security to all flats with intercom facilty.

11. Security Cabin Transparent security cabin at the enterance of the residential gate of entry.

12. Flooring : (A) Flats – Marble/Glazed flooring in all areas of the flat . (B) Common
area – marble flooring .
Rs.20,000/- per flat/connection for providing 300 watts emergency power supply may be giver for Rs. 5000/- per 100 watts (if feasible).(To be provided free in Owners area)

13. Co operative : Membership fee and other formation charge shall be society Rs. 1,000/- (if society is formed by the residents of the said proposed building).

14. Maintenance Deposit : Deposit of Rs. 10/- Sq ft (of their respective flat areas) or mutually agreed corpus of fund shall be foamed by the residents for the purpose of good quality maintenance of the building.

VALUATION OF LAND

TOTAL AREA- **25,887 Sq.ft.**

VALUATION Of Land - Rs.,1,48,58,000/-

BUDHA DEVELOPERS
Partner

IN WITNESS WHEREOF the parties hereto have executed this Development Agreement at PATNA on the 13....Day, February Month, ...2012.....Year first above written.

Prabhat Mishra 13/2/12
13/2/12
13/2/12

BUDHA DEVELOPERS

13/2/12
Partner

SIGNED SEALED & DELIVERED BY THE OWNER IN THE PRESENCE OF

SIGNED, SEALED&DELIVERED BY THE DEVELOPER IN THE PRESENCE OF

WITNESSES:-

1. MADAN KUMAR
S/O SHRI KASHI NATH GUPTA
C-3 KHUSHI VILLA
BUDHA COLONY
BORING CANAL RD. PATNA-1
13/2/12

2. Amit Singh
S/o Rajeshwar Singh
P.S. Jakkanpur
Patna.

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.

The Document is kept pending for Visit

Stamp duty paid under Indian Stamp Act Rs. 297260 *Amt. paid by N.J. Stamp Paper -* Rs. 0

Addl. Stamp duty paid under Municipal Act Rs. *Amt. paid through Bank Challan -* Rs. 297914

Registration Fee — LLR + Process Fee — Service Charge

FEE PAID											
	A1	0	C	0	H1b	0	Ka1	0	Lii	0	LLR 0
	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	250	J1	0	K2	0	Na	54	
	B	0	H1a	0	J2	0	Li	0			
									TOTAL-	304	
										654	

350

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

Registering Officer
Patna

Date : *13/02/2012*

Endorsement under section 52

Presented for registration at Registration Office, Patna on Monday, 13th February 2012 by Ranjit Mishra S/O-Late Chandradeo Mishra by profession Others, Status - Executant

13/2/12

13/12

13/02/12

Signature / L.T.I. of Presentant *Date:* 13/02/2012

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those executants and identified by the person (identified by Madan Kumar age .... Sex M son/daughter of S/O-Shri Kashi Nath Gupta resident of At-R/O-Add.-C-3, Khushi Villa, Budha Colony, Boring Canal Road, Patna-1.) whose names, photographs, fingerprints and signatures are affixed as such on/back page / pages of the instrument.

Registering Officer
Patna

Date : 13/02/2012

Registering Officer
Patna

Date :

Token No.4276 Year - 2012 Sl.No. 4212 SCORE Ver. 2.1 Deed No. NIC-Bihar

Endorsement of Certificate of Registration under section 60

Registered at Registration Office, Patna in Book No. 1 Volume No. 537 on page no. 401 to 414 for the year 2012 and stored in CD Volume No. 53 , year 2012. The document no. is printed on the front Page of the document.

बिहार सरकार

SCORE 3.0

Registering Officer
Patna

Date : 19/06/2012

DEED NO: 18299