

Serial No. 7607

Deed No. 6749



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

This document was presented for registration on 27/07/2015 by Rita Prasad  
A stamp duty of Rs. 138600/- and other fees of Rs. 25425/- 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. 6749 in Book No. 1, Volume No. 160 on pages from  
252 to 267 and has been preserved in total 16 pages in C.D. No. 25 / Year 2015

Signature with Date  
(Prashant Kumar)  
Registering Officer, Patna

Date: 27/07/2015

Token No: 7733 /2015

SCANNED

7733/2015

Rita Prasad  
27/7/15

Handwritten signature and text in Hindi: प्रभास प्रसाद

DEVELOPMENT AGREEMENT

This Development Agreement is made and entered on  
the 27th day of July, 2015

BETWEEN

Smt, Rita Prasad Wife of Sri Subodh Prasad, Resident  
of R-139, P.O.-Harmu, District.-Ranchi, Jharkhand, Indian  
Citizen, hereinafter referred to as the "THE LAND OWNER"  
(which expression shall, unless excluded by or repugnant to  
the context, be deemed to include her heirs, assignees,  
executors, administrators and successors in interest) of the  
"FIRSTPART.

Handwritten text: प्रभास प्रसाद  
2015  
27/7/15



Sumitosh Kumar  
5/1/07/15  
27/07/15

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AND

Om Dev Construction Pvt. Ltd., a Company incorporated under the Company's Act, 1956, vide Registration No. U45200BR2004PTC010966, having its Office at A/20, Anandpuri, P.S. S.K. Puri West Boring Canal Road, Town and District-Patna in the State of Bihar through its Managing Director Sri Sumitesh Kumar Son of Sri Ram Bilash Mehta, Resident of A/20, Anandpuri, P.S.-S.K. Puri, West Boring Canal Road, Town and District-Patna, hereinafter referred to as the "DEVELOPER BUILDER" PROMOTER" etc. which expression shall to the context mean and include its successors in office and assigns or nominees the "SECOND PART".

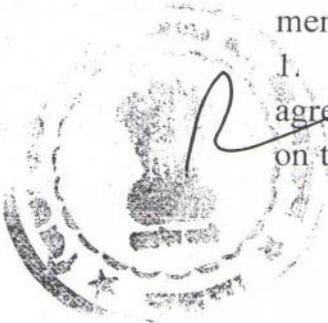


Whereas the land Owner above named is the absolute owner of the property of this deed and has absolute having peaceful and physical possession over the same.

Whereas the land measuring an area of 4160 Sq.ft. equivalent to 3 Katha 1 Dhur 3 Dhurki, more fully described in the Schedule no.1 at the foot of this deed is the self acquired property of the Land Owner above named through a registered deed of Absolute Sale from the Secretary of the "Mitra Mandal Sahakar Building Commission Ltd., Purendrapur Patna bearing Enrolment no. 29/PAT/1983 namely Krishna Kumar which is registered in the Office of the District Registrar Patna, in Book no.1 Volume no.60 Page no.243 to 246 bearing Deed no. 6267/1998 dated 12.05.1988. Since then the land owner above named came in actual physical possession over the same and mutated her name in the state Serista and paying rent to the State of Bihar through Circle Office Phulwari Sharif vide Jamabandi no.5032. The Land Owner is entitled and empowered to executed any agreement transfer deed in respect of the scheduled land.

AND WHEREAS the parties aforesaid i.e. Land Owner and Developer have agreed themselves for completion of construction work of the building on the terms and conditions mentioned herein below :-

1. That the party of the Second part i.e. Developer has agreed and undertakes to construct a multi storied building on the aforesaid land and complete the construction works



Rita Prasad  
27/7/15

Sumitesh Kumar  
27/7/15

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under the name and style of "**RITA RESIDENCY**" as per plan sanctioned by the Patna Municipal Corporation/Concerning Authority and the Owner of the First part are also agreed with the same.

2. That the negotiations for the same have been going on between the "Land Owner" and "Developer" before the date of execution of this deed and the result of the aforesaid negotiations, an agreement for development of the said property by the Developer has been arrived at upon the terms and conditions appearing in this agreement, the developer now has finally decided to take the said property for development and has assured and guaranteed the "Land Owner" to develop the said property without putting the Land Owner to any loss or damage and also to indemnify the Land Owner and make him immune from claim any person after the execution of this agreement.

3. That it is also agreed between the Owner and Developer that after the final construction the entire top terrace of the constructed building may be used by the occupiers of members of the committee formed by the occupiers.

4. That it is also agreed between the Land Owner and the Developer that after approval of the map by the Patna Municipal Corporation/Concerning Authority for construction of a multi storied building over the schedule area the share of the Land Owner and the Developer shall be 50% each in the super built up area & parking space. The Share division in the constructed area and parking space shall be by mutual consent of both the parties.

5. That the Developer undertakes that the Building shall be of first class construction and all materials used and employed in the said construction shall be selected for their long lasting durability and unadulterated quality as per Schedule II of the Agreement.

6. That the Developer shall appoint an architect for drawing and preparing the plans, designs and elevation of the intended building complex to be constructed on the said property including the specification of works to be done and of the materials to be provided for the said intended building complex which must be of Class-I type as mentioned in

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Schedule II of ~~this agreement~~. All expenses to be incurred and fees to be paid to the ~~said Architect~~ shall be paid and borne by the ~~Developer~~. It is ~~further agreed and settled~~ that the developer shall develop the said property ensuring the construction to the maximum permissible F.A.R. and accordingly the development plan shall be made as submitted to building sanctioning authority i.e. the Patna Municipal Corporation/Concerning Authority.

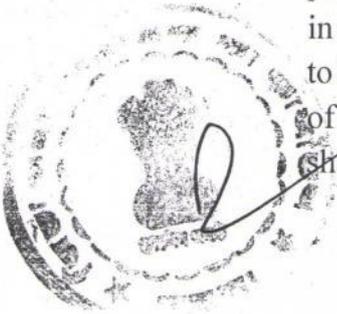
7. That the Land Owner shall after the execution of this agreement allow to the developer, his staff, workers, engineer, architect and agents etc. to enter into the said property to preparing plans and sketches as stipulated in this agreement and facilities for development works.

8. That the Developer undertakes to get the map sanctioned from the ~~competent authority~~ within a period of six months and grace period of three months from the date of signing of this agreement made by the architect, failing which the Land owner shall be at liberty to rescind the present agreement after giving one month notice and in that case the ~~developer shall not be entitled to raise any objection.~~

9. That the subject to natural calamity, affecting the property and the work and other reason being beyond the control of the Developer the total time for the construction shall be **Two Years**, plus a grace period of Six months shall be extended for project development and for completing the project. The total period of construction together with the grace period of six months will be calculated from the date of sanction of the Map from the Patna Municipal Corporation/Concerning Authority. In case of failure on the part of the developer in handing over the delivery of possession to the owner in fully constructed form within stipulated period, the ~~developer shall pay to the owner of the land by way of compensation a sum of Rs. 4/- per sq.ft. per month.~~ However the Developer shall complete the construction within a further period of one year and hand over the flats to the Land Owner in condition as agreed in this agreement. If the developer fails to hand over the flats to the Land Owner even after completion of extended period of one year, the amount of compensation shall be enhanced to 25% per year

Rita Prasad  
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10. That the Owner agreed and undertakes that simultaneously she will execute and give an irrevocable Power of Attorney in favour of the Developer and/or its nominees or successors in office which shall be registered simultaneously so that no hindrance or obstruction be/is caused to the Developer and thereby giving the Developer authority to have enjoy peaceful workable possession of the said land and in doing all such acts, and/or things that may be necessary for the development, planning, construction including sale of the said multi storied building on the said land only to the extent of the "Development Area". However, it is convenient between the parties that the aforesaid Power of Attorney shall be governed by the provision and in consequence with this Development Agreement and in case of any conflict between provision of the aforesaid Power of Attorney and the Development Agreement the provisions of the latter shall prevail.

11. ~~That the Developer shall, on completion of the entire building complex and development work on the said property, deliver possession to the Land Owner of 50% of the saleable built-up area and parking area on proportionate basis (in each class of accommodation i.e. flats are as per Schedule IV) which shall form and be deemed to form always and adequate consideration for enabling the Owner to transfer her right, title and interest in the said built up developed building to the Developer or his nominees in accordance with his proportionate share of 50% Besides the quality of construction shall be Class-I in keeping with the technical requirements of a project of this magnitude.~~

12. That the Owner shall be entitled to get 50% as the "Owner Area" as aforesaid of which allocation shall be made and clarified after final preparation of the map of the building as per Schedule IV. However, allocation of the "Owner Area" in the flats and parking area shall be subject to mutual understanding and the common area that is service area such as Staircase, lift, Corridor, Pump Room, Generator Room, Driveway, ~~Duct, Guard Room and Common Latrine-Bath,~~ including any other facilities ~~for~~ common use shall be shared by the Owner as well as the Developer proportionately.

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13. That the ~~Developer~~ shall be entitled to develop the said property, ~~construction thereon a building~~ consisting of dwelling units/flats, car parking spaces and other tenements in accordance with the terms-conditions and stipulation if any, contained in the building plans approved by the Patna Municipal Corporation/Concerning Authority or the purpose aforesaid the Owner hereby authorized the Developer to do, if required, all acts deeds matters and things at the cost and expenses of the Developer and in particulars i.e. as follows:-

A. To have ~~the plans of the proposed multi storied building~~ to be constructed on the said scheduled property prepared/ amended in accordance with rules and regulations of the concerned authorities in the name of the Owner with the application for the approval and sanction and to do and sign all writings papers and undertakings, including taking legal steps and submitting papers as may be necessary in connection with such plans and procurements or project sanction.

B. To appoint Surveyors, Engineers, Contractors workers and other persons for planning and building.

C. To make application to the concerned authorities for obtaining electrical, water and other connections and for permit or permits or quot. or quotas for cement, steel and other controlled building materials.

D. To give on owneships or other basis out of the "Developer's Share" as indicated hereinabove the said building and the flats/tenements etc. in the building complex constructed on the said property and appropriate the sale proceeds or advance in respect thereof provided always that such receipts shall be used by the Developer only for the purpose of development and constructions of building complex on the said property provided always that the developer shall not deliver the possession or otherwise demise their share in constructed area, until the share of constructed area in the building complex receivable by the Owner is delivered complete in all respects, to the Owner.

E. The Developer shall be entitled to allot and sell direct or through co-operative society the developed portion of the developers 50% share to its respective buyers and shall be entitled to execute sale deeds in their favour in respect of "Developer's Area".

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F. The Developer shall be entitled to develop the aforesaid land by constructing thereon multi storied building comprising of flats/units and parking spaces and other tenements in accordance with the building plans and to allot sell or cancel as the case may be "Developer's Area" in the building to be constructed on the scheduled land to such person or persons or in such manner as the developer in its discretion thinks fit and to receive and realize the price in respect of the allotment and sale of such tenements, flats/units and parking spaces and to appropriate the same for himself.

G. That to have the plans of the proposed building to be constructed on the aforesaid land, prepared/amended in accordance with rules and regulations of the concerned authorities and to submit the said plans to the Patna Municipal Corporation/Competent Authorities with the application for approval and sanction and to do and sign all writings and undertaking as may be necessary in connection with the approval and sanction of such plans however, if desired by the Developer, the Owner also agreed to sign all the necessary plans, specification, declaration, affidavits and other legal and statutory paper for getting the plans of the building/approved by the Patna Municipal Corporation/other Competent Authority.

H. That in case of any change in the building plan the Developer shall prepare a revised drawing after construction of the said building and shall get approved from the Patna Municipal Corporation/Concerning Authority and shall obtain occupancy certificate from the Patna Municipal Corporation Concerning authority at their own cost.

14. That land owner hereby declare :-

a. That the area of the said property is about 4160 Sq.ft. equivalent to 3 Katha 01 Dhur 03 Dhurki more or less.

b. That no notice or notification for requisition or acquisition under the status for the time being enforce has been received by the owner. Relating to the scheduled property any part thereof and the Land Owner is entitled to develop and / or cause to be developed the property.

c. That there is no statutory claims, demands, attachment or prohibitory order made by the taxation authorities/revenue

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27/7/15

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27/07/15



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authorities or any Government/or other local bodies or authorities concerning the said property or any part thereof.

d. That apart from the Land Owner none else is entitled to or has any share, titled or interest in the said property and the owner is not a benamidar for any owner in respect of the said property.

e. That the owner declared that there is no liability or encumbrance attached to the property, but there be any false claim on that title over the scheduled property, the owner will meet and contest such claim or challenge at her own cost and expenses.

f. That there is no proceeding pending in any court relating to validity of the title of the land under development or relating to taxes, charges or costs due thereon prior to the execution of this deed of Development Agreement.

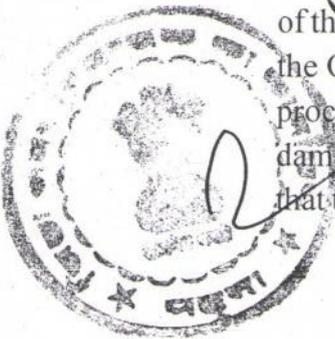
g. That the land owner shall put the Developer in possession of the property of the purpose of development pursuant to the agreement with the ultimate object of granting, conveying and transferring the developer's share in the building complex to the developer including a society or societies or and incorporated body as herein above stated and she undertakes not to do any act, deed matter or thing as shall be in contravention of the declaration made by her in the preceding clause.

h. The land owner shall have the right to sell, lease out, dispose or alienate with possession her share in the developed property.

15. The Developer shall develop the said property and the entire costs of the construction including the parking space etc. shall be borne and met by the developer alone and the developers shall alone be responsible to the government the Patna Municipal Corporation/concerning Authority for the development of the said property and shall alone be liable for the loss, if any, or for any claim arising from the development of the said property and shall indemnify and keep indemnified the Owner and his estate against and in respect of all action proceedings demands, claims costs charges, expenses losses damages and/or penalties or any sword or nature whatsoever that the Owner may be put to, or contained in or arising out of

Rita Prasad  
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development of the said property by the developer and for any other acts, default or failures or breach of contract by the Developer or breach, if any of the terms and conditions of the rules and regulations framed by the Municipal and other authorities.

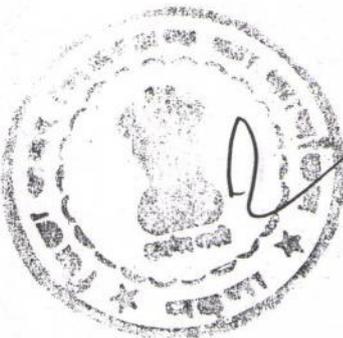
16. All out of pocket costs, charges, and legal expenses of and incidental to this development agreement including the stamp duty and registration charges of conveyance shall be borne and be paid by the developer or his nominee or nominees.

17. In addition to the right and interest of the owner over the saleable built-up area in the building to be constructed on the said property in terms of this agreement, the owner shall also have and enjoy over the super built-up area which include corridors, stair-cases, passageways, lifts, water tanks, reservoirs, generator, room, open space, car parking places and all the common area in the structural facilities. The Land Owner shall further be entitled to use all the amenities available in the building complex including lift, generator sets etc. without any payment whatsoever.

18. The Developer shall strictly comply with the provisions of the Patna Municipal Corporation/Concerning Authority and all after relevant laws/ by laws & Rules and Regulation and shall always keep the owner, absolutely indemnified and unharmed, against the action, claims, and demands, whatsoever which may arise due to deviation from the said sanction plan and/or violation or the provisions of the law relating to the construction of herein intended building complex.

19. The building plan shall include and the developer shall provide for all civil, Electrical, Plumbing and Sanitary works including installation of underground and overhead tanks, provision of water supply, water pumps, house service, lifts internal passage sewerage arrangements etc. as per the specification and amenities set out in the plan approved by the Patna Municipal Corporation/Concerning Authority. The construction of the building shall be done in accordance with specification of earthquake resistant as defined in Govt. circular.

20. The Developer shall indemnify the Owner in respect of all claims, damages, compensation or expenses payable to



Ritu Prasad  
27/7/15

Sumitran Kumari  
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any authority or persons in consequence of any act or commission on the part of any person or persons or body on the Developer or not, or upon the said premises or building and the Owner shall not be liable to pay or be bound to defend any action of proceeding filed in respect of such injury brought under the workmen's compensation act or under the provisions of any other law.

21. The construction of the proposed building shall be done according to the architectural specifications as given in details in the plan being approved by the Patna Municipal Corporation/ Concerning Authority. The developer shall provide a lift in the building.

22. After Registration of this Development Agreement in the Registry Office, the owner and the Developer shall be entitled to sale or enter into agreement for sale or other agreement their shares directly to its prospective buyers or any financial institutions.

23. After completion of the construction of the building/ project, the Land Owner and the Developer/Promoter shall be absolute Owner of their respective shares and they will be entitled to sell/transfer as per provisions of the Bihar Apartment Ownership Act, 2006 u/s 5 (1) & 5 (2) and other provisions.

#### SCHEDULE-I

All that piece and parcel of land measuring an area 4160 Sq.ft. equivalent to 3 Katha 1 Dhur 03 Dhurki and in Decimal 9.55 Decimal, situated at Mohalla - Saket Vihar (Mitra Mandal Colony), Thana Code. 039, Mauza-Nabipur, P.S.-Phulwari Sharif, Thana no.35, District-Patna bearing Tauzi no.5247, Khata no.979, Survey Plot no.793, Samiti Plot no.32, within the jurisdiction of the Patna Municipal Corporation Sub Registry Office Phulwari Sharif and Sadar Registry Office Patna, which is bounded as follows :-

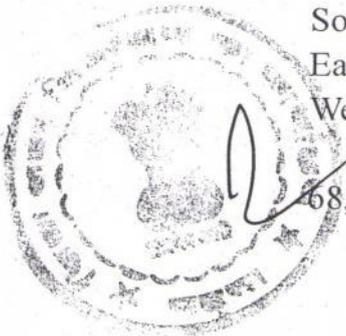
#### BOUNDARY

North :- Samiti Plot no.148  
South :- Samiti Plot no.10  
East :- 20 Ft. wide branch road.  
West :- Survey Plot no.808

Total Govt. value of the Land is Comes to Rs. 68,80,000/- (Rupees Sixty eight lac eighty thousand) only.

Rita Prasad  
27.7.15

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27/7/2015



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**SCHEDULE-II**

BRIEF ARCHITECTURAL AND STRUCTURAL SPECIFICATION OF THE OWNER'S AREA

**STRUCTURE:** R.C.C. Frame structure approved by the Patna Municipal Corporation/Concerning Authority.

**CIVIL WORK:** First class bricks work in cement sand (Sone) approved by the Patna Municipal Corporation / Concerning Authority

**FINISHING:** i. Interior walls will be decorated by plaster of Paris and painted with appropriate paints.

ii. Exterior walls will be finished with Brick work plastered and painted with weather coat.

**DOORS:** Doors Frames of Hard Wood only. Door shutters of flush doors full bond I.S.I. mark with a coat of wood Primer and two coats of synthetic enamel paint.

**WINDOWS:** Fully glazed window with wooden frame and shutters with M.S. square bars/grills.

**FLOORING:** Vitrified Tiles.

**TOILETS:** Hot water pipe in toilets attached with bedroom, white glazed tiles upon 7' high. All toilets fittings with (ISI) mark only premium brand..

**STORAGE:** Built wardrobe slab with space on suitable place for wooden work.

**KITCHEN:** Working Platform with Black granite top platform and with stainless steel sink and glazed tiles up to 24" high from working platform.

**ELECTRICAL:** Concealed PVC conduit wiring with standard electrical accessories including A. C point in Main Bed Room. Provision of suitable opening for exhaust fan shall be provided conveniently if necessary particularly in kitchen and both rooms.

The above specifications are subject to minor changes as may be decided by the promoters/architect. The quality, quantity make made will be decided by the Owner.

The above mentioned finishing done only in Owner area and not applicable in all build-up area.

Note:-1- The specification as given in the agreement will be strictly followed by the builder.

2. The Owner or his nominee will have the right to inspect the construction work of the said complex.

Nita Prasad  
27/7/15

Switesh Kumar  
27/07/15



In witnesseth whereof the parties hereto set and subscribed their respective hands on the day month and year written hereinabove.

In the presence of

Witnesses :-

1. Vijay Krishna  
S/o Late S. Phulan Prasad Kumar  
Melody

Jagdoh Lok Apart.  
West Boring canal Road  
Patna.

2. Jaswant Kumar  
S/o Late. Mehandru Prasad

Posibel Park  
Patna

3. Subodh Prasad  
S/o Late Raj Kishore Prasad

Printed By:- 4-C, Jagdoh Lok APPT.  
Saket N.B. Canal Road  
(Saket Kumar) Patna - 1

Pita Prasad 27/7/15

Signautre of the Land Owner  
of the First Part

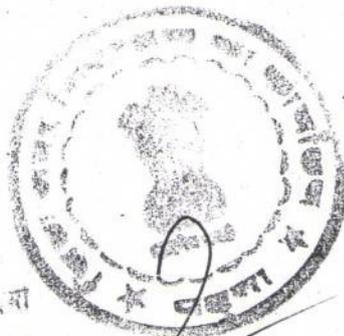
Smitesh Kumar  
27/07/15

Signature of the Developer  
of the Second Part

Drafted,

J. Ahmad  
(Javed Ahmad)

Advocate  
G-14, A.H. Complex  
(Kotak Mahindra Bank Campus)  
Exhibition Road, Patna.



बिक्री कागजात में वास्तविक विवरण  
पुस्तक में दर्ज किया गया।  
2009/2  
29/7/15

उसी प्रकार के बिक्री में वास्तविक विवरण  
पुस्तक में दर्ज किया गया।  
2009/2  
29/7/15

## 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. **138600/-**  
Addl. Stamp duty paid under Municipal Act Rs. **0/-**

Amt. Paid By N.J Stamp Paper Rs. **0/-**  
Amt. paid through Bank Challan Rs. **164025/-**

Registration Fee										LLR + Proc Fee		Service Charge	
FEE PAID	A1	20000	C	0	H1b	0	K1a	0	Lii	0	LLR	0	400
	A8	0	D	0	H2	0	K1b	0	Liii	0	Proc.Fee	0	
	A9	0	DD	0	I	5000	K1c	0	Mb	25	Total	0	
	A10	0	E	0	J1	0	K2	0	Na	0			
	B	0	H1a	0	J2	0	Li	0					
	TOTAL-										25025		

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - **25425**

Date: 27/07/2015

Registering Officer  
Patna

## Endorsement under section 52

Presented for registration at Registration Office, Patna on Monday, 27th July 2015 by Rita Prasad W/O-Shri Subodh Prasad by profession House Wife. Status - Executant

Rita Prasad  
27.7.2015

Signature/L.T.I. of Presentant

Date: 27/07/2015

Registering Officer  
Patna

## Endorsement under section 58

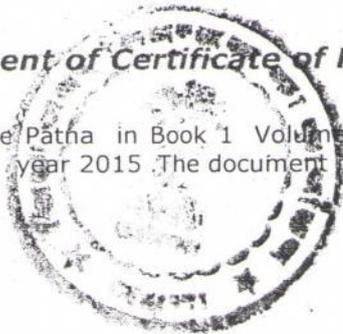
Execution is admitted by those Executants and Identified by the person ( Identified by 'Vijay Krishna' age '51' Sex 'M', 'S/O-Late Phulan Prasad Verma', resident of 'R/O-Melody Jagdish Lok Apartment, West Boring Canal Road, Phulwari Sharif, Patna (Bihar)' ), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 27/07/2015

Registering Officer  
Patna

## Endorsement of Certificate of Registration under section 60

Registered at Registration Office, Patna in Book 1 Volume No. 160 on pages on 252 -267 , for the year 2015 and stored in CD volume No. CD-25 year 2015. The document no. is printed on the Front Page of the document.



Date : 27/07/2015

Registering Officer  
Patna

Token No. : 7733 Year : 2015 S.No. : 7607 SCORE Ver.3.0

Deed No. : 6749

Serial No. 372 Deed No. 323

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

This document was presented for registration on **15/01/2016** by **Urmila Devi**.  
A stamp duty of Rs. **96475/-** and other fees of Rs. **25525/-** 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. **323** in Book No. **1**, Volume No. **8** on pages from **1** to **16** and has been preserved in total **16** pages in C.D. No. **2** / Year **2016**

Signature with Date  
(Prashant Kumar)  
15/01/2016

Date: 15/01/2016 Token No: 379/2016 Registering Officer, Patna

379/2016  
15/1/16  
96475/25525

SCANNED BY

*[Handwritten signature]*

For Om Dev Construction Pvt. Ltd.  
Sunita Kumar  
Managing Director  
15-1-16

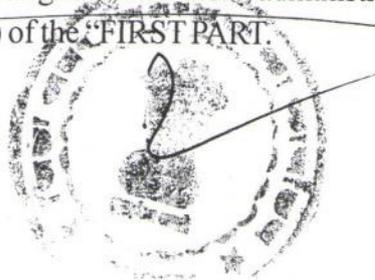
**DEVELOPMENT AGREEMENT**

This Development Agreement is made and entered on the 15 day of January, 2016.

**BETWEEN**

Smt. Urmila Devi Wife of Sri Rameshwar Prasad, Resident of North Mandiri, P.O.- Patna G.P.O., P.S.- Budha Colony, Distt.- Patna, Indian Citizen, hereinafter referred to as the "THE LAND OWNER" (which expression shall, unless excluded by or repugnant to the context, be deemed to include her heirs, assignees, executors, administrators and successors in interest) of the "FIRST PART.

जांचा  
*[Handwritten signature]*  
प्रभारी लिपि



(2)

AND

Om Dev Construction Pvt. Ltd., a Company incorporated under the Company's Act, 1956, vide Registration No. U45200BR2004PTC010966, having its Office at A/20, Anandpuri, P.S. S.K. Puri West Boring Canal Road, Town and District-Patna in the State of Bihar through its Managing Director Sri Sumitesh Kumar Son of Sri Ram Bilash Mehta, Resident of A/20, Anandpuri, P.S.-S.K. Puri, West Boring Canal Road, Town and District-Patna, hereinafter referred to as the "DEVELOPER BUILDER" PROMOTER" etc. which expression shall to the context mean and include its successors in office and assigns or nominees the "SECOND PART".

Whereas the land Owner above named is the absolute owner of the property of this deed and has absolute having peaceful and physical possession over the same.

Whereas the land measuring an area of 2880 Sq.ft. equivalent to 2 Katha 2 Dhur 6 Dhurki, more fully described in the Schedule no.1 at the foot of this deed is the self acquired property of the Land Owner above named through a registered deed of Absolute Sale from the Secretary of the "Mitra Mandal Sahakari Grih Nirman Samiti, Purendrapur Patna bearing Enrolment no. 29/PAT/1983 namely Sri Binod Kumar Sinha, which is registered in the Office of the Registrar of Assurance Calcutta, bearing deed no. 17328/1985 dated 30.1.1985. Since then the land owner above named came in actual physical possession over the same and mutated her name in the state Serista and paying rent to the State of Bihar through Circle Office Phulwari Sharif vide Jamabandi no. .... The Land Owner is entitled and empowered to executed any agreement transfer deed in respect of the scheduled land.

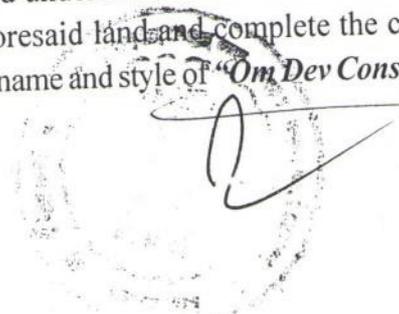
AND WHEREAS the parties aforesaid i.e. Land Owner and Developer have agreed themselves for completion of construction work of the building on the terms and conditions mentioned herein below :-

1. That the party of the Second part i.e. Developer has agreed and undertakes to construct a multi storied building on the aforesaid land and complete the construction works under the name and style of "Om Dev Construction Pvt. Ltd.,"



31/01/99  
15.1.16

For Om Dev Construction Pvt Ltd.  
Sumitesh Kumar  
15.1.16  
Managing Director



(3)

as per plan sanctioned by the Patna Municipal Corporation/  
Concerning Authority and the Owner of the First part are also  
agreed with the same.

2. That the negotiations for the same have been going on  
between the "Land Owner" and "Developer" before the date  
of execution of this deed and the result of the aforesaid  
negotiations, an agreement for development of the said  
property by the Developer has been arrived at upon the terms  
and conditions appearing in this agreement, the developer now  
has finally decided to take the said property for development  
and has assured and guaranteed the "Land Owner" to develop  
the said property without putting the Land Owner to any loss  
or damage and also to indemnify the Land Owner and make  
him immune from any kind of claim by any person after the  
execution of this agreement.

3. That it is also agreed between the Owner and Developer  
that after the final construction the entire top terrace of the  
constructed building may be used by the occupiers of  
members of the committee formed by the occupiers.

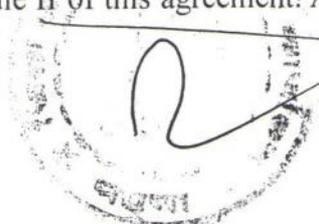
4. That it is also agreed between the Land Owner and the  
Developer that after approval of the map by the Patna  
Municipal Corporation/Concerning Authority for  
construction of a multi storied building over the schedule area  
the share of the Land Owner and the Developer shall be 50%  
each in the super built up area & parking space. The Share  
division in the constructed area and parking space shall be by  
mutual consent of both the parties.

5. That the Developer undertakes that the Building shall  
be of first class construction and all materials used and  
employed in the said construction shall be selected for their  
long lasting durability and unadulterated quality as per  
Schedule II of the Agreement.

6. That the Developer shall appoint an architect for  
drawing and preparing the plans, designs and elevation of the  
intended building complex to be constructed on the said  
property including the specification of works to be done and  
of the materials to be provided for the said intended building  
complex which must be of Class-I type as mentioned in  
Schedule II of this agreement. All expenses to be incurred

13/01/16  
15.1.16

For Om Dev Construction Pvt. Ltd.  
Sumitresh Kumar  
15.1.16  
Managing Director



(4)

and fees to be paid to the said Architect shall be paid and borne by the Developer exclusively. It is further agreed and settled that the developer shall develop the said property ensuring the construction to the maximum permissible F.A.R. and accordingly the development plan shall be made as submitted to building sanctioning authority i.e. the Patna Municipal Corporation/Concerning Authority.

7. That the Land Owner shall after the execution of this agreement allow to the developer, his staff, workers, engineer, architect and agents etc. to enter into the said property to preparing plans and sketches as stipulated in this agreement and facilities for development works.

8. That the Developer undertakes to get the map sanctioned from the competent authority within a period of Six Months and grace period of three months from the date of signing of this agreement made by the architect, failing which the Land owner shall be at liberty to rescind the present agreement without any notice and in that case the developer shall not be entitled to raise any objection in any manner whatsoever until unless there should not be issue arising with the title of the land or related to the land.

9. That the subject to natural calamity, affecting the property and the work and other reason being beyond the control of the Developer the total time for the construction shall be **Two Years**, plus a grace period of Six months shall be extended for project development and for completing the project. The total period of construction together with the grace period of six months will be calculated from the date of sanction of the Map from the Patna Municipal Corporation/ Concerning Authority. In case of failure on the part of the developer in handing over the delivery of possession to the owner in fully constructed form within stipulated period, the developer shall pay to the owner of the land by way of compensation a sum of Rs. 4/- per sq.ft. per month. However the Developer shall complete the construction within a further period of one year and hand over the flats to the Land Owner in condition as agreed in this agreement. If the developer fails to hand over the flats to the Land Owner even after completion of extended period of one year, the amount of compensation shall be enhanced to 25% per year

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15.1.16

For Om Dev Construction Pvt. Ltd.  
Shwitesh Kumar  
15.1.16  
Managing Director

(5)

10. That the Owner agreed and undertakes that simultaneously she will execute and give an irrevocable Power of Attorney in favour of the Developer and/or its nominees or successors in office which shall be registered simultaneously so that no hindrance or obstruction be/is caused to the Developer and thereby giving the Developer authority to have enjoy peaceful workable possession of the said land and in doing all such acts, and/or things that may be necessary for the development, planning, construction including sale of the said multi storied building on the said land only to the extent of the "Development Area". However, it is convenient between the parties that the aforesaid Power of Attorney shall be governed by the provision and in consequence with this Development Agreement and in case of any conflict between provision of the aforesaid Power of Attorney and the Development Agreement the provisions of the latter shall prevail.

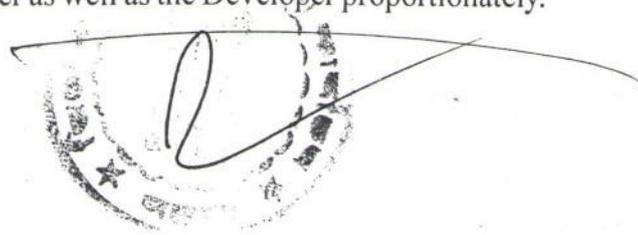
11. That the Developer shall, on completion of the entire building complex and development work on the said property, deliver possession to the Land Owner of 50% of the saleable built-up area and parking area on proportionate basis (in each class of accommodation i.e. flats) which shall form and be deemed to form always and adequate consideration for enabling the Owner to transfer her right, title and interest in the said built up developed building to the Developer or his nominees in accordance with his proportionate share of 50% Besides the quality of construction shall be Class-I in keeping with the technical requirements of a project of this magnitude.

12. That the Owner shall be entitled to get 50% as the "Owner Area" as aforesaid of which allocation shall be made and clarified after final preparation of the map of the building as per Schedule II. However, allocation of the "Owner Area" in the flats and parking area shall be subject to mutual understanding and the common area that is service area such as Staircase, lift, Corridor, Pump Room, Generator Room, Driveway, Duct, Guard Room and Common Latrine-Bath, including any other facilities fro common use shall be shared by the Owner as well as the Developer proportionately.

For Om Dev Construction Pvt. Ltd.

Swati K. K. K.  
15-11-15  
Managing Director

13/11/15  
9/11  
15-11-15



(6)

13. That the Developer shall be entitled to develop the said property, ~~construction thereon a building~~ consisting of dwelling units/flats, car parking spaces and other tenements in accordance with the terms-conditions and stipulation if any, contained in the building plans approved by the Patna Municipal Corporation/Concerning Authority or the purpose aforesaid the Owner hereby authorized the Developer to do, if required, all acts deeds matters and things at the cost and expenses of the Developer and in particulars i.e. as follows:-

A. To have the plans of the proposed multi storied building to be constructed on the said scheduled property prepared/ amended in accordance with rules and regulations of the concerned authorities in the name of the Owner with the application for the approval and sanction and to do and sign all writings papers and undertakings, including taking legal steps and submitting papers as may be necessary in connection with such plans and procurements or project sanction and all the cost shall be born by the developer.

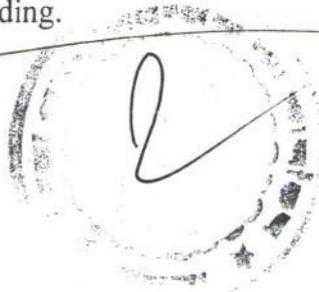
B. To appoint Surveyors, Engineers, Contractors workers and other persons for planning and building.

C. To make application to the concerned authorities for obtaining electrical, water and other connections and for permit or permits or quota or quotas for cement, steel and other controlled building materials.

D. To give on ownerships or other basis out of the "Developer's Share" as indicated hereinabove the said building and the flats/tenements etc. in the building complex constructed on the said property and appropriate the sale proceeds or advance in respect thereof provided always that such receipts shall be used by the Developer only for the purpose of development and constructions of building complex on the said property provided always that the developer shall not deliver the possession or otherwise demise their share in constructed area, until the share of constructed area in the building complex receivable by the Owner is delivered complete in all respects, to the Owner. If the Developer fails to do, the owners have right to cancell the development agreement and engage another developer to complete the building.

31/01/16  
15.1.16

Om Dev Construction Pvt. Ltd.  
Smitesh Kumar  
15.1.16  
Managing Director



(7)

E. The Developer shall be entitled to allot and sell direct ~~or through co-operative society the developed~~ portion of the developers 50% share to its respective buyers and shall be entitled to execute sale deeds in their favour in respect of "Developer's Area".

F. The Developer shall be entitled to develop the aforesaid land by constructing thereon multi storied building comprising of flats/units and parking spaces and other tenements in accordance with the building plans and to allot sell or cancel as the case may be "Developer's Area" in the building to be constructed on the scheduled land to such person or persons or in such manner as the developer in its discretion thinks fit and to receive and realize the price in respect of the allotment and sale of such tenements, flats/units and parking spaces and to appropriate the same for himself.

G. That to have the plans of the proposed building to be constructed ~~on the aforesaid land, prepared/amended in accordance with rules and regulations of the concerned authorities and to submit the said plans to the Patna Municipal Corporation/Competent Authorities with the application for approval and sanction and to do and sign all writings and undertaking as may be necessary in connection with the approval and sanction of such plans however, if desired by the Developer, the Owner also agreed to sign all the necessary plans, specification, declaration, affidavits and other legal and statutory paper for getting the plans of the building/approved by the Patna Municipal Corporation/other Competent Authority.~~

H. That in case of any change in the building plan the Developer shall prepare a revised drawing after construction of the said building and shall get approved from the Patna Municipal Corporation/~~Concerning~~ Authority and shall obtain occupancy certificate from the Patna Municipal Corporation Concerning authority at their own cost.

14. That land owner hereby declare :-

a. That the area of the said property is about **2880 Sq.ft.** equivalent to 2 Katha 2 Dhur 6 Dhurki more or less.

For Om Dev Construction Pvt. Ltd.

Sumitesh Kumar  
15.1.16  
Managing Director

31/01/16  
15.1.16



(8)

b. That no notice or notification for requisition or acquisition under the status for the time being enforce has been received by the owner. Relating to the scheduled property any part thereof and the Land Owner is entitled to develop and / or cause to be developed the property.

c. That there is no statutory claims, demands, attachment or prohibitory order made by the taxation authorities/revenue authorities or any Government/or other local bodies or authorities concerning the said property or any part thereof.

d. That apart from the Land Owner none else is entitled to or has any share, titled or interest in the said property and the owner is not a benamidar for any owner in respect of the said property.

e. That the owner declared that there is no liability or encumbrance attached to the property, but there be any false claim on that title over the scheduled property, the owner will meet and contest such claim or challenge at her own cost and expenses.

f. That there is no proceeding pending in any court relating to validity of the title of the land under development or relating to taxes, charges or costs due thereon prior to the execution of this deed of Development Agreement.

g. That the land owner shall put the Developer in possession of the property of the purpose of development pursuant to the agreement with the ultimate object of granting, conveying and transferring the developer's share in the building complex to the developer including a society or societies or and incorporated body as herein above stated and she undertakes not to do any act, deed matter or thing as shall be in contravention of the declaration made by her in the preceding clause.

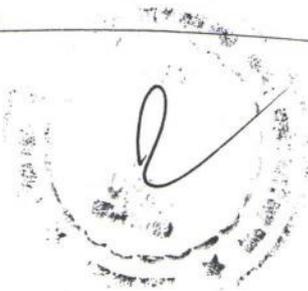
h. The land owner shall have the right to sell, lease out, dispose or alienate with possession her share in the developed property.

15. The Developer shall develop the said property and the entire costs of the construction including the parking space etc. shall be borne and met by the developer alone and the

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For Om Dev Construction P. L. Ltd.

Sumitosh Kumar  
15-1/16  
Managing Director



(9)

developers shall alone be responsible to the government the Patna Municipal Corporation/~~concerning~~ Authority for the development of the said property and shall alone be liable for the loss, if any, or for any claim arising from the development of the said property and shall indemnify and keep indemnified the Owner and his estate against and in respect of all action proceedings demands, claims costs charges, expenses losses damages and/or penalties or any sword or nature whatsoever that the Owner may be put to, or contained in or arising out of development of the said property by the developer and for any other acts, default or failures or breach of contract by the Developer or breach, if any of the terms and conditions of the rules and regulations framed by the Municipal and other authorities.

16. All out of pocket costs, charges, and legal expenses of ~~and incidental to this development~~ agreement including the stamp duty and registration charges of conveyance shall be borne and be paid by the developer or his nominee or nominees only.

17. In addition to the right and interest of the owner over the saleable built-up area in the building to be constructed on the said property in terms of this agreement, the owner shall also have ~~and enjoy over the super built-up area~~ which include corridors, stair-cases, passageways, lifts, water tanks, reservoirs, generator, room, open space, car parking places and all the common area in the structural facilities. The Land Owner shall further be entitled to use all the amenities available in the building complex including lift, generator sets etc. without any payment whatsoever.

18. ~~The Developer shall strictly comply with the provisions of the Patna Municipal Corporation/Concerning Authority and all after relevant laws/ by laws & Rules and Regulation and shall always keep the owner, absolutely indemnified and unharmed, against the action, claims, and demands, whatsoever which may arise due to deviation from the said sanction plan and/or violation or the provisions of the law relating to the construction of herein intended building complex.~~

(3) 15/1/16  
15.1.16

For Om Dev Construction Pvt. Ltd.  
Sumitran Kumari  
15.1.16  
Managing Director

(10)

19. The building plan shall include and the developer shall provide for all civil, Electrical, Plumbing and Sanitary works including installation of underground and overhead tanks, provision of water supply, water pumps, house service, lifts internal passage sewerage arrangements etc. as per the specification and amenities set out in the plan approved by the Patna Municipal Corporation/Concerning Authority. The construction of the building shall be done in accordance with specification of earthquake resistant as defined in Govt. circular.

20. The Developer shall indemnify the Owner in respect of all claims, damages, compensation or expenses payable to any authority or persons in consequence of any act or commission on the part if any person or persons or body on the Developer or not, or upon the said premises or building and the Owner shall not be liable to pay or be bound to defend any action of proceeding filed in respect of such injury brought under the workmen's compensation act or under the provisions of any other law.

21. The construction of the proposed building shall be done according to the architectural specifications as given in details in the plan being approved by the Patna Municipal Corporation/Concerning Authority. The developer shall provide a lift of reputed company with the capacity of 6 persons in the building.

22. After Registration of this Development Agreement in the Registry Office, the owner and the Developer shall be entitled to sale or enter into agreement for sale or other agreement their shares directly to its prospective buyers or any financial institutions.

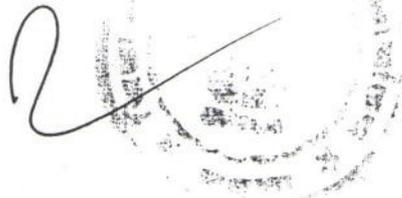
23. After completion of the construction of the building/project, the Land Owner and the Developer/Promoter shall be absolute Owner of their respective shares and they will be entitled to sell/transfer as per provisions of the Bihar Apartment Ownership Act, 2006 u/s 5 (1) & 5 (2) and other provisions.

24. Patna Civil Court is the only Jurisdiction of any disputes arise between developer and land owner in connection with said unit.

37/10/16  
15-1-16

For Om Dev Construction Pvt. Ltd.

Sumitran Kumari  
15-1-16  
Managing Director



(11)

**SCHEDULE-I**

*Residential*  
All that piece and parcel of land measuring an area 2880 Sq.ft equivalent to 2 Katha 02 Dhur 06 Dhurki and in Decimal 6.61 Decimal, situated at Mohalla - Saket Vihar (Mitra Mandal Colony), Thana Code. 039, Mauza-Nabipur, P.S.-Phulwari Sharif, Thana no.35, District-Patna bearing Tauzi no.5247, Khata no.979, Survey Plot no.793, Samiti Plot no.10, within the jurisdiction of the Patna Municipal Corporation Sub Registry Office Phulwari Sharif and Sadar Registry Office Patna, which is bounded as follows :-

**BOUNDARY**

North :- Niz Developer.  
South :- Samiti Plot no.11  
East :- 20 Ft. wide branch road.  
West :- Survey Plot no.808

Total Govt. value of the Land is Comes to Rs. 47,65,000/- (Rupees Forty seven lac sixty five thousand) only.

**SCHEDULE-II**

BRIEF ARCHITECTURAL AND STRUCTURAL SPECIFICATION OF THE OWNER'S AREA

- STRUCTURE :** R.C.C. Frame structure approved by the Patna Municipal Corporation/Concerning Authority.
- CIVIL WORK :** First class bricks work in cement sand (Sone) approved by the Patna Municipal Corporation/Concerning Authority
- FINISHING :**  
i. Interior walls will be decorated by plaster of Paris and painted with appropriate paints.  
ii. Exterior walls will be finished with Brick work plastered and painted with weather coat.
- DOORS :** Doors Frames of Sakhua Wood only. Door shutters of flush doors of reputed company fenol bond I.S.I. mark with a coat of wood Primer and two coats of synthetic enamel paint.
- WINDOWS :** Fully glazed window with wooden frame and shutters with M.S. squire bars/grills.
- FLOORING :** Vitrified Tiles of reputed company.
- TOILETS :** Hot water pipe in toilets attached with bedroom, white glazed tiles upon 7' high. All toilets fittings with (ISI) mark only premium brand..

For Om Dev Construction Pvt. Ltd.

*Sumit Kumar*  
Managing Director

*37/11/15*

**STORAGE:** Built wardrobe slab with space on suitable place for wooden work.

**KITCHEN:** Working Platform with Black granite top platform and with stainless steel sink and glazed tiles up to 24" high from working platform.

**ELECTRICAL:** Concealed PVC conduit wiring with standard electrical accessories including A.C point in Main Bed Room. Provision of suitable opening for exhaust fan shall be provided conveniently if necessary particularly in kitchen and both rooms.

The above specifications are subject to minor changes as may be decided by the promoters/architect. The quality, quantity make made will be decided by the Owner.

The above mentioned finishing done only in Owner area and not applicable in all build-up area.

Note:-1- The specification as given in the agreement will be strictly followed by the builder.

2. The Owner or his nominee will have the right to inspect the construction work of the said complex.

IN WITNESSETH whereof the parties hereto set and subscribed their respective hands on the day month and year written hereinabove.

In the presence of

Witnesses :-

1.

Akhilesh Prasad Sinb  
S/o Late Nandkishor Prasad  
Shramji colony  
Panchwati Nagar  
Rajendra Nagar, Patna-16  
MO:- 9771425313

2.

Vijay Kumar  
S/o Late Phulan Prasad Kumar  
Jugadish Lok Apartment  
W. Boring corner Rajendra  
Nagar  
M.N- 8409245076

Printed By:-

Saket  
(Saket Kumar)

ओमिना देव  
15.1.16

Signature of the Land Owner  
of the First Part

Enr Om Dev Construction Pvt. Ltd

Sumitran Kumar  
15.1.16  
9304073471 Managing Director  
Mob.- 9304069746  
Signature of the Developer  
of the Second Part

Drafted,

J. Ahmad

(Javed Ahmad)  
Advocate  
G-14, A.H. Complex  
(Kotak Mahindra Bank Campus)  
Exhibition Road, Patna.

15/1/16

15/1/16

### 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. 96475/-  
Addl. Stamp duty paid under Municipal Act Rs. 0/-

Amt. Paid By N.J Stamp Paper Rs. 0/-  
Amt. paid through Bank Challan Rs. 122000/-

Registration Fee		LLR + Proc Fee	Service Charge	
FEE PAID	A1 0 C	LLR 0	500	
	A8 0 D	Proc.Fee 0		
	A9 0 DD	Total 0		
	A10 0 E	5000 K1c 0 Mb	25	
	B 0 H1a	0 K2 0 Na	0	
	0 J2	0 Li 0	0	
	TOTAL- 25025			
	Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 25525			

Date: 15/01/2016

  
Registering Officer  
Patna

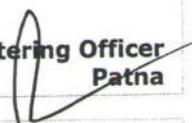
### Endorsement under section 52

Presented for registration at Registration Office, Patna on Friday, 15th January 2016 by Urmila Devi W/O-Shri Rameshwar Prasad by profession House Wife. Status - Executant

उर्मिला देवी  
15.1.16

Signature/L.T.I. of Presentant

Date: 15/01/2016

  
Registering Officer  
Patna

### Endorsement under section 58

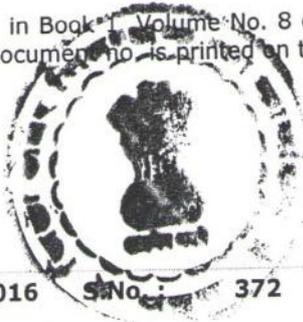
Execution is admitted by those Executants and Identified by the person ( Identified by 'Akhilesh Prasad Singh' age '5.' Sex 'M', 'S/O-Shri Nand Kishore Prasad', resident of 'R/O-Shramjeevi Colony, Panchwati Nagar, Rajendra Nagar, Patna (Bihar)'. ), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 15/01/2016

  
Registering Officer  
Patna

### Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book Volume No. 8 on pages on 1 -16 , 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 : 15/01/2016

Token No. : 379

Year : 2016

S.No. : 372

SCORE Ver.3.0

  
Registering Officer  
Patna

Deed No. : 323