



DISTRICT _____

(1)

(Page	No. — 1)	Local	of	Mitra	Mandal	Sahkari	Grik
Nirman	Samiti	Ltd.	Patna.	Reg.	No.	29/Pat/83.	307
Binod	kumar	Sinha	Secretary	Mitra	Mandal	Housing	Co-op-
Patna	constitute		co-	operative	Society	Ltd.	Patna-1
Mitra	Mandal	Sahkari	Grik	Nirman	Samiti	Ltd.	Puran-
Darapur,	Patna.	Reg.	No.	29/Pat/83	Patna	DEED	OF
ABSOLUTE	SALE	This	indenture	made	by		
Day	of	Sale	deed	is	executed	This	30th
		day	of	November	85	BETWEEN	
Mitra	Mandal	Sahkari	Grik	Nirman	Samiti	Ltd.	
Binod	Darapur,	Patna	a	Society	registered	under	80
The	Bihar	and	Orissa	Co-operative	Society	Act.	
(Act. No.	1935)	having	its	registered	office		
at	Patna	through	its	Board	of	Director	its
hereinafter	referred	to	as	The	SOCIETY	which	
expression	shall	unless	excluded	by	or	repugnant	
of	the	context	mean	and	include	its	legal
representative,	administrator,	nominee	and	as			
(signs)	of	the	one	part	and	Sri	Smt. Urmila
Devi	Sri	Rameshwar	Prasad	North	Madini	P.O. Patna	G.P.O. Patna
a	member	of	the	above	named	Society	160
hereinafter	called	the	"vendee"	which	expression		
shall	unless	excluded	by	or	repugnant	to	
the	context	mean	and	include	his	heirs	legal
representatives	executors,	nominees	and	assigns			
of	the	other	part,	WHEREAS	in	the	
ordinary	course	of	its	business	and	in	
order	to	provide	land	to	its	members	for
building	their	residential	houses	thereon,	the		
Society	acquired	by	purchase	land	situated		240

Binod Kumar Sinha
SIGNATURE OF PRESENTANT

NAME OF THE DEED-WRITER

COMPARED BY {
(READER)
(EXAMINER)

COPY OF DOCUMENT NO. 17328
OF (YEAR) 1985 BOOK NO. 2
CONTAINS 6 SHEETS/SHEET

NAME OF THE COPY-WRITER

SUB-REGISTRAR/REGISTRAR

DISTRICT _____

at	Halidpur Phulewari	P.S. Phulewari	District, Patna.	AND WHEREAS
The	Society	got	a	lay
said	land	into	plots	duly
General	Body	Meeting	of	the
the	Society	held	at	Patna
and	The	Secretary	were	authorised
to	the	plotting	done	of
or	to	be	acquired	by
to	allot	the	same	to
AND	WHEREAS	on	the	basis
said	authority,	the	plots	have
to	the	members	of	the
the	President	and	the	Secretary
WHEREAS	it	is	necessary	that
registered	conveyance	by	way	of
deed	be	made	in	favour
by	the	Society	who	have
towards	the	cost	of	the
rate	decided	by	the	Society.
the	allottee	can	not	transfer
lease	their	plot	without	the
the	Society.	This	can	be
to	the	provision	made	in
Bye-laws	&	Deptt.	circulars.	NOW
DEED	WITNESS	AS	HERE	ONDER :-
deration	of	the	sum	of
Three	Thousand	eight	hundred	forty
only	already	paid	by	the
the	Society	the	receipt	where
herely	acknowledges,	the	Society	transfers,
				conveys
B. mod K. or S. or				
SIGNATURE OF PRESENTANT				
NAME OF THE DEED-WRITER				
COMPARED BY { (HEADER)				
{ (EXAMINER)				
NAME OF THE COPY-WRITER				



DISTRICT _____

Sells	to	the	vendee	member	SHREE	Smt. Urmila Devi
W/o Sri	Rameshwar Prasad	Sto. M. N. North	Mandich	P.O. Patna	G.P.O. Patna.	
by	way	of	absolute	Sale,	free	from
encum	brances,	all	THE	FREE	HOLD	SUB
No. 10	Block	NO.	B	a	part	of
Plot	No.	793		with	Structure.	(Page No - 2)
Seal	of	Mitra Mandal	Sakari	Grish	Nirman	Samiti
LD.	Patna	Reg.	NO.	29/Patt/83.	Sd	Birnod Kumar
Secretary		Mitra Mandal	Sakari	Grish	Nirman	Samiti
Patna	LD.	Patna	Housing	constitute	co-operative	
Society	LD.	Patna	1.	as	delimited	on
the	Plot	of	the	Society	with	all
title	interest		and	easements	existing	now
or	accruing	hereafter	for	the	Purpose	of
construction	on	its	residential	house	subject	only
to	the	covenants	here	in	under	entered
into	between	the	parties.	THE	SOCIETY	hereby
covenants	with	vendee	as	hereunder:-		
1)	THAT	the	Society	has	delivered	the
of	the	sub	Plot	of	land	said
the	vendee	fully	described	in	schedule	below
and	it	will	do	all	that	is
in	law	for	fully	and	peace	fully
its	ownership	and	possession	over	the	land
according	to	the	intent	and	meaning	of
those	present	so	that	the	vendee	may
hold	it	and	enjoy	for	ever	without
let	hindrance	and	interference	whosoever.		
THE	VENDEE	MEMBER,	Covenants	with	the	vendor
Samiti	as	follows:-	1)	That	the	

Birnod Kumar
SIGNATURE OF PRESENTANT

NAME OF THE DEED-WRITER

COMPARED BY {
(READER)
[Signature]
(EXAMINER)

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OF (YEAR) 1985 ... BOOK NO. 2
CONTAINS 6 SHEETS/SHEET

NAME OF THE COPY-WRITER

SUB-REGISTRAR/REGISTRAR

DISTRICT.....

vendee	shall	always	keep	the	vendor	samiti	indemnified
it	against	all	losses	and	payments	which	it
may	has	to	suffer	or	has	to	pay
or	make	up	for	or	on	behalf	of
the	vendee	at	any	time	in	future	
11)	THAT	the	vendee	shall	construct	upon	the
plot	-his/	her	residential	house	in	accordance	with
the	rules	and	regulations	of	the	samiti	formed
or	issued	-from	time	to	time	and	the
rules	and	orders	issued	from	any	authority	competent
to	do	so.	111.	The	portion	in	the
plot	shall	be	subject	to	the	following	limitation:-
(a)	Side	set	back	should	be	3 ft.	and
rear	set	back	should	be	five	feet	and
front	set	back	should	be	ten	feet.	If
any	violation	is	made	of	this	conve-	nant.
samiti	shall	have	full	right	to	ask	the
purchaser	to	modify	the	building	accordingly	at	any
time,	and	on	his	failure	within	the	period
fixed	by	the	samiti	shall	be	entitled	to
enter	up	on	the	plot	without	any	legal
proceedings	and	without	any	obstructions	from	purchaser	or
any	one	else	on	his	behalf	with-	out
prejudice	to	any	civil	or	criminal	liability	of
the	purchaser	in	this	conne-	tion.	14) THAT	the
vendee	shall	complete	the	building	within	five	years
from	the	date	of	registration	of	this	deed
accordingly							

David K. S. S. S.
SIGNATURE OF PRESENTANT

NAME OF THE DEED-WRITER

COMPARED BY { (READER)
(EXAMINER)

NAME OF THE COPY-WRITER



DISTRICT _____

(3)

DOCUMENT NO. _____
OF (YEAR) _____

by to such plans and specifications as
may be approved by the society and
concerned authority competent from time
to time and on default thereof may
forfeit the plot to the society and would
be entitled to the payment of the consi-
deration money only. V) THAT the vendee
shall pay Municipal and other taxes and
rent as may be payable from time to
time in respect of building site allotted
to him/her. VI) THAT except in the
case of house building loans taken from
any government recognised agency, body, society
bank LIC or compensation in housing scheme
sponsored by them or under any other
provided for the purpose on such terms
as may be prescribed by them, the
vendee shall not sell, gift, with or otherwise
transfer the land and building thereon or
both or any part thereof to any person
except to his legal heirs of any degree
within two years from this date - any transfer
contrary to this clause made shall be
voidable and ineffective and the society
may take suitable action in the matter
or may pay to the member or his/
her heirs and successors equitable and
reasonable compensation to be decided by
the society which shall be conclusive and
binding to the member, his/her assigns

B. S. D. K. S. S. S.
SIGNATURE OF PRESENTANT

NAME OF THE DEED-WRITER

COMPARED BY {
(READER)
S.S.C.
(EXAMINER)

COPY OF DOCUMENT NO. 17328
OF (YEAR) 1985 BOOK NO. 2
CONTAINS 2 SHEETS/SHEET

NAME OF THE COPY-WRITER

SUB-REGISTRAR/REGISTRAR

DISTRICT.....

and	all	persons	claiming	under	no./-her.	(Page
no-3)	Seal	of	Nitra	Mandal	Sakkari	Brikh
Samiti	Ltd.	Patna.	of	Binod	Kumar	Sinha
Nitra	Mandal	Housing	(co-operative)	constitute	co-	
operative	Society	Ltd.	Patna	VII)	THAT	the
vendee	shall	not	do	any	act	which
causes	any	hindrance	in	any	development	scheme
of	the	Society	VIII)	THAT	the	vendee
shall	keep	the	area	allotted	and	the
house	constructed	over	it	quite	neat	and
clean	and	in	proper	conditions.	IX)	On
matters	specifically	stipulated	in	these	present	and
also	in	case	of	any	dispute	or
any	question	arising	hereafter	at	any	time
between	the	vendee	and	the	society	or
any	other	member/members	of	the	society,	all
such	matters	shall	be	referred	to	the
arbitration	of	the	executive	committee	or	
Board	of	any	such	body	or	authority
of	the	society	acting	as	such	at
relevant	time	and	the	decisions	given	thereon
shall	be	final,	conclusive	and	binding	on
the	parties.	X)	THAT	the	vendee	at
his/	her	own	cost	construct	roads,	lanes
drains	water	pipe	lines	and	sewers	in
accordance	with	the	plans	only	approved	in
consultation	with	the	society.	XI)	THAT	the
vendee	or	any	member	would	not	encroach
upon	any	portion	of	the	land	carved
out	by	the	society	for	the	purpose
of	road,	path	or			

B. K. ...
SIGNATURE OF PRESENTANT

NAME OF THE DEED-WRITER

COMPARED BY { (READER)
(EXAMINER)

NAME OF THE COPY-WRITER



other community purpose and in case of any such encroachment, the society shall be entitled to evict such defaulting members from the same by force and to recover the expenses so incurred from such members. XII) THAT the vendee shall pay the amount as fixed by the society each year to the society, payable by 31st March of every year towards incidental charges and on default the society shall have full rights to realise the same together with in cost and interest from the vendee. XIII) PROVIDENT THAT in case of sale of the building and the land for payment of any loan other than the Building loans aforesaid, the society shall have the right of pre-emption over the property sold. XIV) THAT the vendee shall ever remain bound by the terms and conditions as laid down in the byelaws of the society covenants and agreement entered into the deed in respect of the land and building even if he/she withdraws from the membership of the society or is expelled from it for any reasons whatsoever and that in case of breach of any of the conditions stipulated in this deed or in the byelaws of the society the vendee shall be liable to compensate the society for remedial measures taken with regard to it together with cost and interest.

Signature of Presentant

NAME OF THE DEED-WRITER

COMPARED BY {
 (READER)
 (EXAMINER)

NAME OF THE COPY-WRITER

COPY OF DOCUMENT NO. 17822
 OF (YEAR) 1925 BOOK NO. 2
 CONTAINS 6 SHEETS/SHEET

SUB-REGISTRAR/REGISTRAR

DISTRICT _____

Admissible under Rule 21 exempt from stamp duty					
under Govt of W. Bengal Finance Dept (Taxation)					
Notification No- 1373	Coop	DT-17.8.51			
Fee exempted					
J. T. C. Pradueast					
self K. Chatterjee					
Registrar of Assurances					
Calcutta	14.12.85				
Presented for registration 11-30 AM at the Calcutta					
Registration office on the 14th day of Dec					
1985 by Binod Kumar Sinha of the Presentant					
self Binod Kumar Sinha					
self K. Chatterjee					
Registrar of Assurances					
Calcutta	14.12.85				
Execution is admitted by Binod Kumar Sinha					
as Secy of Mitra Mandal Housing Construction					
Society Ltd of Patna - 1					
self Binod Kumar Sinha					
Secretary Mitra Mandal Housing Construction					
Co-operative Society Ltd Patna - 1					
Identified by Kapil Deo Singh s/o Late					
Bhal Singh of Hornichak Patna. Hindu					
Cultivator					
self Kapil Deo Singh (signed in Hindi)					
self Thumb impression of the Presentant is dispersed with					
self K. Chatterjee					
Registrar of Assurances					
Calcutta	14.12.85				

SIGNATURE OF PRESENTANT

NAME OF THE DEED-WRITER

COMPARED BY { (READER)
(EXAMINER)

NAME OF THE COPY-WRITER



DISTRICT: _____

Registered in:-		Book NO - 1	
		Volume NO - 380	
		Pages 205 to 215	
		Being NO - 17328	
		For the year 1985	
(Copy Seal of the Registrar of Calcutta)			
Self S. N. Biswas			
For Registrar of Assurances			
Calcutta 10.12.86			
Note - (1), (2), (4), (5) = struck out			
(3) = inside of			
(6), (7) = altered			
CERTIFIED TO BE A TRUE COPY			
For Registrar of Assurances			
Calcutta 10.12.86			
Re-examination copied by			
Ananta Saha			
10.12.86			
Compared by			
Dilip Kumar Pal			
10.12.86			
True Copy			
For Registrar of Assurances			
Calcutta 10.12.86			



Jt. Dir., Sub-Registrar of Assurances
KOLKATA 29.10.02

Checked by
29.10.02

SIGNATURE OF PRESENTANT

NAME OF THE DEED-WRITER

COMPARED BY

NAME OF THE COPY-WRITER

(READER)

(EXAMINER)

COPY OF DOCUMENT NO. 17328

OF (YEAR) 1985 BOOK NO. 1

CONTAINS 6 SHEETS/SHEET

SUB-REGISTRAR/REGISTRAR

80

160

240

to respective members.

AND WHEREAS on the basis of aforesaid authority, the plots have been allotted to the members of the society by the President and the Secretary.

AND WHEREAS it is necessary that a formal registered conveyance by way of sale deed be made in favour of each member by the society, who has made full payment towards the cost of the plot as per rate decided by the society.

AND WHEREAS the allottee can not transfer or sale and lease their plot without the prior consent of the society. This can be done according to the provision made in the Regd. Byelaws & Depl. circulars.

NOW THIS DEED WITNESS AS HERE UNDER :-

That in consideration of the sum of Rs. 43,200 (Rupees forty eight thousand eight hundred eighty only) only already paid by the vendee member to the society the receipt where of the society hereby acknowledges, society transfers conveys and sells to the vendee member Shri Smt. R. S. D. Prasad Prasad, Son of Shri. S. S. D. Prasad, Moh. No. 145, P.O. Haripur, Thana. Dist. Guntur by way of absolute sells, free from all encumbrances, all that FREE HOLD SUB plot No. 32 Block No. 10 a part of survey plot No. 793 With Structure as delineated on the plot of the society with all rights, title, interest and easements existing now or accruing thereafter for the purpose of construction on its residential house subject only to the covenants here in under entered into between the parties.

THE SOCIETY hereby covenants with vendee as here under :

THAT the society has delivered the possession of the sub plot of land said to the vendee fully described in schedule below, and it will do all that is necessary in law for fully and peacefully assuming its ownership and possession over the land according to true intent and meaning of those present so that the vendee may hold it and enjoy for ever without any let, hindrance and interference whatsoever.

THE VENDEE MEMBER, covenants with the Vendor Samiti as follows :

I. THAT the vendee shall always keep the Vendor Samiti, indemnified against all losses and payments which it may has to suffer or has to pay or make up for or on behalf of the vendee at any time in future.

II. THAT the vendee shall construct upon the plot his/her residential house in accordance with the rules and regulations of the Samiti framed or issued from time to time and the rules and orders issued from any authority competent to do so.

III. The built portion in the plot shall be subject to the following limitation :-

(a) Side set back should be 3 ft. and rear set back should be 5 ft. and front set back should be 10 ft.

If any violation is made of this covenant, samiti shall have full right to ask the purchaser to modify the building accordingly at any time, and on his failure within the period fixed by the samiti shall be entitled to enter upon the plot without any legal proceedings and without any obstructions from purchaser or any one else on his behalf without prejudice to any Civil or Criminal liability of the purchaser in this connection.

IV. THAT the vendee shall complete the building within Five years from the date of registration of this deed accordingly by to such plans and specifications as may be approved by the society and concerned authority competent from time to time and on default thereof, may forfeit the plot to the society and would be entitled to the payment of the consideration money only.

V. THAT the vendee shall pay Municipal and other taxes and rent as may be payable from time to time in respect of building site allotted to his/her.

Received Sale Deed
R. S. D. Prasad Prasad
14.5.88

Sahya Nalini Prasad
19/5/88

Chairman
Sahya Mandala Housing Construction
Co-operative Society Ltd. Raipur, I

VI. THAT except in the case of house building loans taken from any government recognised agency, body, society, bank, L.I.C. or compensation in housing scheme, sponsored by them or under any other provided for the purpose on such terms as may be prescribed by them, the vendee shall not sell, gift, will or otherwise transfer the land and building, thereon or both or any part thereof to any person except to his legal heirs of any degree within two years from this date any transfer contrary to this clause made shall be voidable and ineffective and the society may take suitable action in the matter or may pay to the member or his/her/heirs and successors equitable and reasonable compensation to be decided by the society which shall be conclusive and binding to the member, his/her assigns and all persons claiming under him/her.

VII. THAT the vendee shall not do any act which causes any hindrance in any development scheme of the society.

VIII. THAT the vendee shall keep the area allotted and the house constructed over it quite neat and clean and in proper conditions.

IX. On matters on specifically stipulated in these presents and also in case of any dispute or any question arising hereinafter at any time between the vendee and the society or any other member/members of the society, all such matters shall be referred to the arbitration of the executive committee or Board of any such body or authority of the society acting as such at relevant time and the decisions given thereon shall be final, conclusive and binding on the parties.

X. THAT the vendee at his/her own cost construct roads, lanes, drains, waterpipe lines and sewers in accordance with the plans duly approved in consultation with the society.

XI. THAT the vendee or any member would not encroach upon any portion of the land carved out by the society for the purposes of road, park or other community purposes and in case of any such encroachment, the society shall be entitled to evict such defaulting member from the same by force and to recover the expenses so incurred from such member.

XII. THAT the vendee shall pay the amount as fixed by the society each year to the society, payable by 31st March of every year towards incidental charges and on default, the society shall have full rights to realise the same together with cost and interest from the vendee.

XIII. PROVIDED THAT in case of sale of the building and the land for payment of any loan other than the Building loans aforesaid, the society shall have the right of per-emption over the property sold.

XIV. THAT the vendee, shall ever remain bound by the terms and conditions as laid down in the by-laws of the society covenants and agreement entered into the DEED in respect of the land and building even if he/she withdraws from the membership of the society or is expelled from it for any reasons whatsoever and that in case of breach of any of the conditions stipulated in this deed or in the bylaws of the society the vendee shall be liable to compensate the society for remedial measures taken with regard to it together with cost and interest.

XV. THAT if at any time, any sum is required for the development of the colony, the vendee member shall pay to the society or to whom it directs, the amount which may be found by the society to be payable by the vendee member at any time in future and in case of failure or pay such demands, which shall always be deemed as a debt to this society and would be the first charge on the plot hereby transferred and building constructed thereon.

In witness whereof, the Parties viz. MITRA MANDAL SAHKARI GRIH NIRMAN SAMITI LTD. PURANDARPUR, PATNA Through the Chairman or Vice-Chairman and Secretary or any three Members of Board of Directors as authorised by Managing Committee of the Society member *Smt/Smt. L. K. Prasad*

... Directors as authorised by Managing Committee of the Society and vendee
 member Sati/Sat...
 Moh. Vih...
 have set their hands on this indenture on... day of... 1988

SCHEDULE I

DETAILS OF THE PLOT SOLD

1. Survey plot No. 793... Tazil No. 5247... Khata No. 979... Thana No. 35
 Municipal plot No. ... Holding No. ... Ward No. ... Circle No. ...
 situated at Village/Mohalla... P. S. ... District Patna.
 2. Block No. 13... Plot No. 32... as given by the society;
 3. Area of the plot allotted... Sq. feet... Decimal.

Dimensions	North	South	East	West
	80 feet	80 feet	52 feet	52 feet
BOUNDARY	North... Samiti Plot No - 148	South... Samiti Plot No - 10	East... 20 feet Samiti Road	West... Survey Plot No - 808

Certified that original and Duplicate are true and exact copies of each other.
 1. Witness Ramesh Nath Choudhary
 Address ...
 2. Witness ...
 Address ...

The Bharati Press, Mithapur, Patna-1

...



Saty Narayan Das
 14/8/88
 Vice-Chairman
 Ultra Modern ... Construction

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 notes in Hindi.

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.



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

(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".

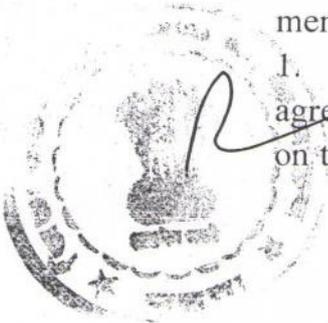


Whereas the land Owner above named is the absolute owner of the property of this deed and has absolute having peaceful and physical possession over the same.

Whereas the land measuring an area of 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 :-

I. 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

(3)

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.

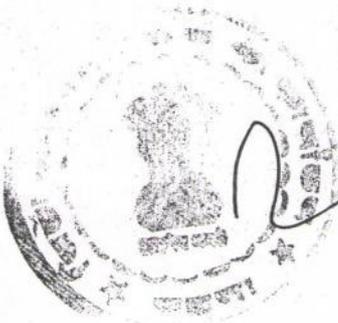
4. That it is also agreed between the Land Owner and the Developer that after approval of the map by the Patna Municipal Corporation/Concerning Authority for construction of a multi storied building over the schedule area the share of the Land Owner and the Developer shall be 50% each in the super built 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

Rita Pasand
27/7/15

Sumitresh Kumar
27/6/15



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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.

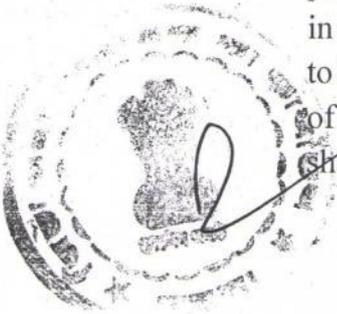
7. That the Land Owner shall after the execution of this agreement allow to the developer, his staff, workers, engineer, architect and agents etc. to enter into the said property to preparing plans and sketches as stipulated in this agreement and facilities for development works.

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
27/7/15

Sumitosh Kumar
27/07/15



(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 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.

Rita Prasad
27/7/15

Sumitesh Kumar
27/07/15



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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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Sumitesh Kumar
27/07/15



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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

Ritur Prasad
27/7/15

Sumitesh Kumar
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.

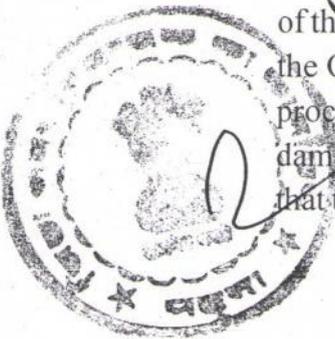
g. That the land owner shall put the Developer in possession of the property of the purpose of development pursuant to the agreement with the ultimate object of granting, conveying and transferring the developer's share in the building complex to the developer including a society or societies or and 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
27/7/15

Sumitesh Kumar
27/07/15



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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.

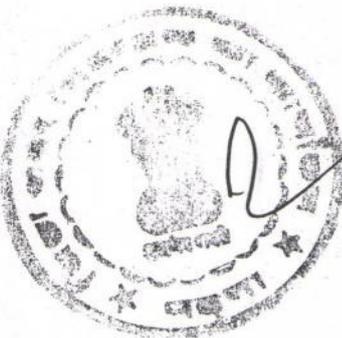
16. All out of pocket costs, charges, and legal expenses of and incidental to this development agreement including the stamp duty and registration charges of conveyance shall be borne and be paid by the developer or his nominee or nominees.

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



Rita Prasad
27/7/15

Sumitesh Kumar
27/07/15

(10)

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 :-

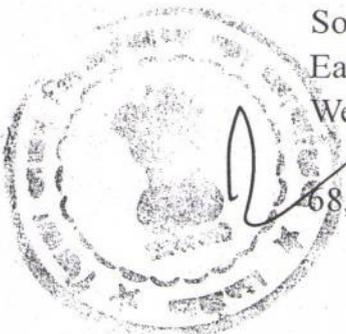
BOUNDARY

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

Semidesy Kumar
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.

Prita Prasad
27/7/15

Switesy 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 Kumar
S/o Late Raj Kishore Kumar

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
27/7

उसी प्रकार के बिक्री में वास्तविक विवरण
पुस्तक में दर्ज किया गया।
2009/2
27/7

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

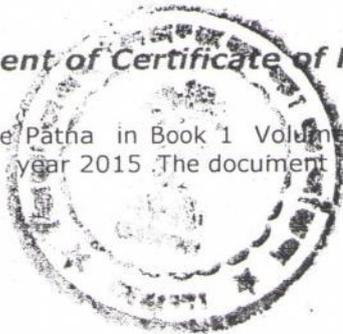
Execution is admitted by those Executants and Identified by the person (Identified by 'Vijay Krishna' age '51' Sex 'M', 'S/O-Late Phulan Prasad Verma', resident of 'R/O-Melody Jagdish Lok Apartment, West Boring Canal Road, Phulwari Sharif, Patna (Bihar)'), whose Names, Photographs, Fingerprints and Signatures 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
15/01/2016
96475/25525

SCANNED BY

[Handwritten signature]

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

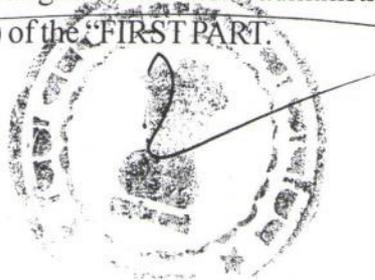
DEVELOPMENT AGREEMENT

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.

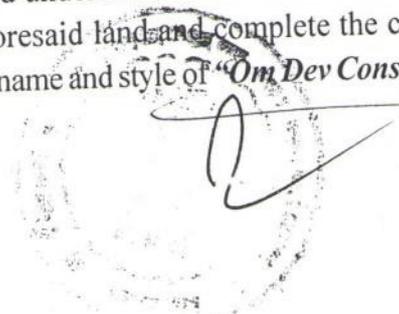
AND WHEREAS the parties aforesaid i.e. Land Owner and Developer have agreed themselves for completion of construction work of the building on the terms and conditions mentioned herein below :-

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.,"



31/01/16
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.

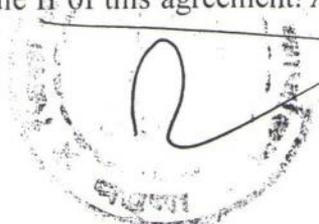
5. That the Developer undertakes that the Building shall
be of first class construction and all materials used and
employed in the said construction shall be selected for their
long lasting durability and unadulterated quality as per
Schedule II of the Agreement.

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.

Sunitesh 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

3/2/17 9:07
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.

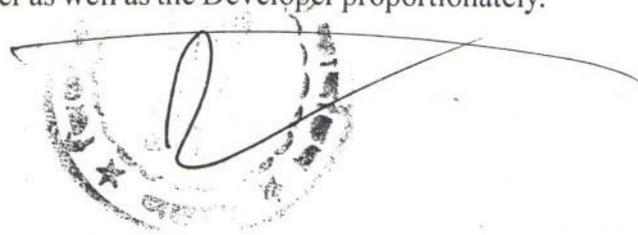
11. That the Developer shall, on completion of the entire building complex and development work on the said property, deliver possession to the Land Owner of 50% of the saleable built-up area and parking area on proportionate basis (in each class of accommodation i.e. flats) which shall form and be deemed 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.

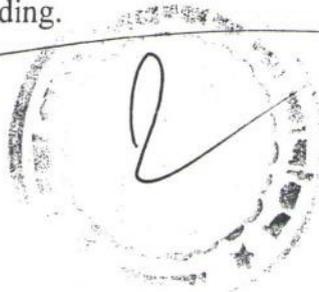
B. To appoint Surveyors, Engineers, Contractors workers and other persons for planning and building.

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.

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

31/01/16
15.1.16



(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.

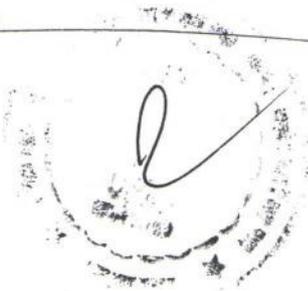
h. The land owner shall have the right to sell, lease out, dispose or alienate with possession her share in the developed property.

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

13/10/2015
15-1/16

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.

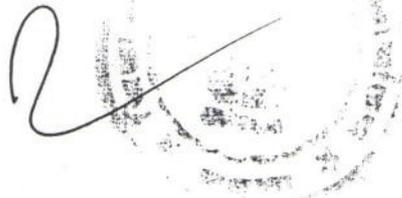
23. After completion of the construction of the building/project, the Land Owner and the Developer/Promoter shall be absolute Owner of their respective shares and they will be entitled to sell/transfer as per provisions of the Bihar Apartment Ownership Act, 2006 u/s 5 (1) & 5 (2) and other provisions.

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

13/01/16
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

392/1/151/18

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
Jugadil Lok Apartment
W. Boring corner Patna
Patna
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

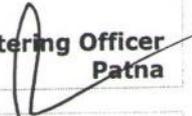
Endorsement under section 52

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

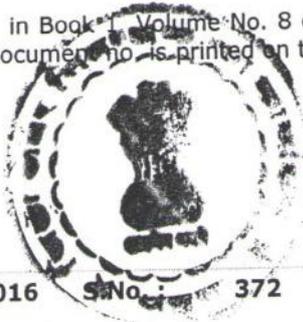
Execution is admitted by those Executants and Identified by the person (Identified by 'Akhilesh Prasad Singh' age '5.' Sex 'M', 'S/O-Shri Nand Kishore Prasad', resident of 'R/O-Shramjeevi Colony, Panchwati Nagar, Rajendra Nagar, Patna (Bihar)'.), whose Names, Photographs, Fingerprints and Signatures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

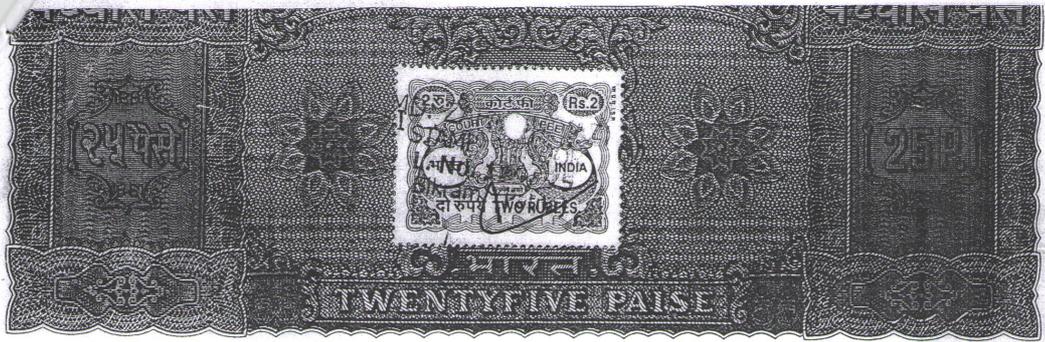
Year : 2016

S.No. : 372

SCORE Ver.3.0


Registering Officer
Patna

Deed No. : 323



प्रतिलिपि के लिए आवेदन की तारीख Date of application for the copy.	स्टाम्प और फोलियो की अपेक्षित संख्या सूचित करने की निश्चित तारीख Date fixed for notifying the requisite number of stamps and folios.	अपेक्षित स्टाम्प और फोलियो देने की तारीख Date of delivery of the requisite stamps and folios.	तारीख, जबकि देने के लिए प्रतिलिपि तैयार थी Date on which the copy was ready for delivery.	आवेदक को प्रतिलिपि देने की तारीख Date of making over the copy to the applicant.
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द्वितीय-स्वामी का जाँच प्रतिवेदन
 दिनांक-स्वामी का 17/99 साल-2014-15 हल्का नं०-8 अंचल-फुलवारी शरीफ
 जिला-फुलवारी राजस्व आना-फुलवारी शरीफ, आना नं०-35, जिला-पटना, दारुशाह मीनानी का-
 नवा-2220 दर्जा फीट, प्रांत का आना-रुम, पुरा या दुकाई हीलिंग-अंश, कागजात का नं०-93322,
 तारीख-30/9/2014, अंश नं०-33280, तैयारी नं०-

क्र.सं.	रैयत का नाम एवं पूर्ण पता	द्वितीय-स्वामी का रकम नं०	स्वामी का रकम नं०	हरीजी	लगीत	अनुचितियाँ
29	धर्मशीला देवी की प्रमिता देवी W/O- नित्यानन्द वी. अनील कुमार (110- करीडीचक)	9830	913	918	90.00	आवेदित स्वामी 2014 रसीद पूर्व में के नाम से पंजी 11 कायम है। जमीन रैयती एवं शरीफा के कब्जे में है। भूमि और मजसूर आना आम गैर मजसूर आना माली से मुक्त है। अतः राजस्व के वजूतों के दृष्टिकोण से द्वितीय-स्वामी के स्विकृति की आश्वासनी है। E.O. अल्पवत् K.C. 310-318
	उर्मिला देवी W/O- रामेश्वर प्रसाद E.O.- उत्तरी मंदिरी कुहा कुलणी परना	99V	913	2220	50.00	अथा प्रस्तावित E.O. अल्पवत् 90-310-नि०

11/11/10

15/11/10



प्रतिनिधि के लिए आवेदन की तारीख Date of application for the copy.	स्टम्प और फोलियो को अपेक्षित संख्या सूचित करने की तारीख Date fixed for notifying the requisite number of stamps and folios.	अपेक्षित स्टम्प और फोलियो देने की तारीख Date of delivery of the requisite stamps and folios.	तारीख, जबकि देने के लिए प्रतिनिधि तैयार थी Date on which the copy was ready for delivery.	आवेदक को प्रतिनिधि देने की तारीख Date of making over the copy to the applicant.
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अंकल का जापता पूरा आदेश फलक कर्मों एवं अंकनित का जांच प्रतिवेदन
 दाठ रवांनठ-५७९९ लाल-१५-१६

आदेश फलक

आज दिनांक ४-९-१५ को राजस्व अधिकारी गीत नरेश अंचल फुलवारी शरीफ परना में दायित्व स्वीकार का प्रस्ताव देकर कर्मों एवं अ०-नि० के माध्यम से प्राप्त हुआ। प्रस्ताव में देकर कर्मों एवं अ०-नि० द्वारा दायित्व स्वीकार करने की अनुशंसा की गई है। प्रस्ताव को श्रितिर में पढ़कर अनुशासनात्मक कर्मों के द्वारा जांच की गई है। देकर कर्मों एवं अ०-नि० ने प्रतिवेदित किया है कि भूमि में हदबंदी अंदाज, दायित्वनिक रूपरेखा, गैरमजदूरों का मालिक आदि सभी मुफ्त हैं तथा जमीन के दायित्व कर्तव्य हैं। अतः देकर कर्मों एवं अ०-नि० की जांच प्रतिवेदन एवं अनुशंसा के आधार पर अंगान्त प्रस्ताव को प्रमाणित करने हेतु

मौलाना फुलवारी	भानानंठ ३५	रवांनठ १७५	रतैलरा १५३	हराजा १२८०	अंगान्त ५००
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कैला श्रीमती कर्मला देवी, पति रामेश्वर प्रसाद, शाकिन-उत्तरी मंडी, जाम दायित्व-स्वीकार का स्वीकृति दी जाती है। शुद्धि पत्र विगत है। देकर कर्मों परना के अंतर्गत एवं संशोधित

हठ अल्पपर
 अंचल-अधिकारी फुलवारी शरीफ परना
 हठ अल्पपर
 अंचल-अधिकारी फुलवारी शरीफ परना

शुद्धि पत्र विगत है
 ४/९/१५
 १५/९/१५

विभागाध्यक्ष
 कुलनाकरी