Seal No. - 31865

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु.5000

पाँच हज़ार रुपये

Rs.5000

FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

बिहार BIHAR

Summary of Endorsement

This document was presented for registration on this Saturday, the 29th of October 2011 by M Khurshid Zaman.

A stamp duty of Rs. 116800/- and other fees of Rs. 979/- has been paid in it.

The document was found admissible. The names,photographs and fingerprints and signatures of th executants, and their identifier, who have admitted execution before me, are affixed on the reverse page.

The document has been registered as deed no. 26144 in Book No. 1 , Volume No. 451 on pages from 452 to 469 and has been preserved in total 18 pages in C.D. No. 69 / Year 2011 .

SCANNED

Date : 29/10/2011

Token No. : 32399 / 2011

Signature with dat
(Ashok Kumar Thakur
Registering Officer, Pat

Development Agreement

This Development Agreement made at Patna on the 29th day of Oct..... of year 2011 (Two thousand Eleven)

BETWEEN

M. KHURSHID ZAMAN, son of Late Md. Anisuz Zaman and Late Zaheda Khatoon

For OM SAI CONSTRUCTION

2. **M. FAKHRU ZAMAN,** son of Late Md. Anisuz Zaman and Late Zaheda Khatoon
   Both residents of Mohalla – Shaguna, "Badi Haweli", Danapur Cantt, P.S. Danapur, District – Patna, Bihar, Indian Citizen
3. **FARHAT AFZA,** daughter of Late Md. Anisuz Zaman and Late Zaheda Khatoon and wife of S.S. Mohammad shah, resident of Mohalla – Shaguna, "Badi Haweli", Danapur Cantt, P.S. Danapur, District – Patna, Bihar at present residing at Dariyapur Gola, Patna – 800004, District – Patna, Bihar, Indian Citizen,
4. **SARWAT AFZA,** daughter of Late Md. Anisuz Zaman and Late Zaheda Khatoon and wife of Em Aslam, resident of Mohalla – Shaguna, "Badi Haweli", Danapur Cantt, P.S. Danapur, District – Patna, Bihar at present residing at Sector – IV F, Q.No. – 7331, Bokaro Steel City, District – Bokaro, Jharkhand, Indian Citizen,
5. **TALAT ARA,** daughter of Late Md. Anisuz Zaman and Late Zaheda Khatoon and wife of Syed Mansoor Ahmad, resident of Mohalla – Shaguna, "Badi Haweli", Danapur Cantt, P.S. Danapur, District – Patna, Bihar at present residing at Exhibition Road, Patna – 800001, District – Patna, Bihar, Indian Citizen,
6. **NIKHAT ARA,** daughter of Late Md. Anisuz Zaman and Late Zaheda Khatoon and wife of Ziaul Abeed, resident of Mohalla – Shaguna, "Badi Haweli", Danapur Cantt, P.S. Danapur, District – Patna, Bihar at present residing at Pokharia, District – Begusarai, Bihar, Indian Citizen,
7. **RAFAT AFZA,** daughter of Late Md. Anisuz Zaman and Late Zaheda Khatoon and wife of Rizwan Ashraf, resident of Mohalla – Shaguna, "Badi Haweli", Danapur Cantt, P.S. Danapur, District – Patna, Bihar at present residing at Ramna Road, Patna – 800004, P.S. Pirbahore, District – Patna, Bihar, Indian Citizen,
8. **MD. WASEEM,** son of Late MD Azim and Late Salima Khatoon
   Resident of Mohalla – Shaguna, "Badi Haweli", Danapur Cantt, P.S. Danapur, District – Patna, Bihar, Indian Citizen,
9. **BIBI FARHAT YASMIN,** wife of Shah Faizullah and daughter of Late Quzi Shafi Ahmad, resident of Bari Balia, Lakhaminiya, P.S. Balia, District – Begusarai, Bihar at present residing at Mohalla – Azimabad Colony, P.O. Mahendru, P.S. Sultanganj, District – Patna as an Attorney for and on behalf of her husband **SHAH FAIZULLAH**, son of Shah Obaidullah, resident of Bari Balia, Lakhaminiya, P.S.

7. Rafat Afza. 29/10/2011
8. Md. Waseem. 29.10.2011
9. Farhat Ya Sanjm
4. Sarwat-afza. 29.10.11
5. Talat Ara 29/10/11
6. Nikhat Ara.
1. Mehrunnisa Zeenu 29.10.11
2. M. Fakhru Zaman 29.10.11
z. Farhat Mirza

For OM SAI CONSTRUCTION
Sangeeta Verma
29/10/11
Partner
Archna Srivastava

Balia, District – Begusarai, Bihar, Indian Citizen, by virtue of a Registered Deed of Power of Attorney dated 19.08.2011 which is entered as Deed No. 4197 in Book No. IV, Volume No. – 54 on pages from 595 to 600 total six pages in Schedule – 9 of the year 2011 at District Sub Registry Office, Patna

Herein after referred as "THE LAND OWNERS" (which terms of expression shall unless repugnant to the context or meaning thereof mean & include their successors & assigns) of the FIRST PART

AND

M/S OM SAI CONSTRUCTION, a Partnership firm registered dated 28.08.2010 under the Partnership ACT 1956 & having its office at "Shiv Shanti Complex, Shiv Mandir, P.O. – Keshri Nagar, District – Patna, through its Partners (1) Smt. Sangeeta Verma, wife of Sri Uday Shankar Verma, resident of Flat No. G-2, Pankaj Apartment, 50 A.N.Path, South Srikrishnapuri, Patna – 800013 and (2) Smt. Archana Smriti, wife of Manvendra Kumar Sinha, resident of 11/7C, Indrapuri, Keshri Nagar, Patliputra, Patna – 800024 herein after referred as " THE DEVELOPERS" (which terms of expression shall , unless repugnant to the context or meaning thereof mean & include their successors & assigns)of the SECOND PART .

WHEREAS

A. The Owners are seized & possessed of and are Owners of otherwise and are sufficiently entitled to their ancestral lands and self acquired property and as 5184 Sq.ft. area is in joint right, title, interest and physical possession of Owners No. 1 to 7 and 1815 Sq.ft. area is in right, title, interest and physical possession of Owner No. 8 and 1361 Sq.ft. is the self acquired property of Owner No. 9 who purchased it by Virtue of Registered Sale Deed No. 902, Book No. 1, Volume No. 15, Pages 72 to 83 CD – 3 dated 08.02.2008 registered at Sub Registry Office, Danapur, and all the total area are under Tauzi No. 5292, Thana No. 23 (Twenty-three), Khata No.42 (Forty- two), Khesra Survey Part Plot No.2/3, Survey Mouza - Saguna, Pargana – Phulwari, Survey Thana and P.S.- Danapur, Sub Registry Danapur and Sadar Registry and District –Patna , State : Bihar and measuring 8360 sq.ft. (Eight thousand three hundred sixty Sq.ft.) i.e. equivalent to 19.195 decimals which has been mutated in the names of Owners and the rent receipt and Jamabandi issued in the name of owners from Circle Office, Danapur and accordingly all the owners came in physical possession and who are entitled to develop their

1. Mannu Mia Sons 29.10.11
2. M. Lakhmi Rawan 29.10.11
3. Farhat Abza 29.10.11
4. Sanoat-abza 29.10.11
5. Talat Ara 29.10.11
6. Nikhat Afzal 29/10/11
7. Rafat Afza 29/10/2011
8. Md. Wasee 29/10/11
9. Fakhat Yasmin 29/10/11

For Om ... Sangeeta Verma 29/10/11 Partner

Archna Sinha 29/10/11

lands into Multistoried Building as the land described in Schedule – I below hereunder this Development Agreement.

B. It is further represented and declared by the Owners: -

(i) That the Schedule – I below landed property are under their exclusive possession with absolute right, title and interest free from all encumbrances and have absolute right, title and interest to transfer and convey the whole or part of the said property having a fully marketable title. The Owners are now in possession of the said property which is duly mutated on their names in the records of the appropriate authorities.

(ii) That the Owners have not created any encumbrances on the said property or any part thereof by way of sale, mortgage, exchange, lease, trust, assessment, rights, gifts, Liens, leaves and license, permission rent, possession, charges, inheritance or any other encumbrances whatsoever.

(iii) That no notice or notification for acquisition / requisition under any of the status of the past or present in force, have been received , served or passed by PRDA (now dissolved), the PMC, Income Tax department or any other Government authorities for acquisition / requisition of the said property or any part thereof .

(iv) That there are no attachments, either before or after judgement and there are no claims, demands, suits, decrees, injunctions orders lispendens, notices petitions, or adjudication orders affecting the said property or thereof .

(v) That apart from the Owners , none else are entitled to or has any share, right, title or interest over the said property or any part thereof as a partner or partnership or co-partner in any joint family or in any other manner whatsoever .

(vi) That the Owners have not entered in past in any agreement for sale or development of said property or any part thereof nor have made any arrangements with anyone whatsoever regarding the said property any part thereof.

AND WHEREAS the Owners are interested in getting multistoried residential building complex developed and constructed on the said property and acquire built up area in the same in the shape of residential flats, parking spaces etc. as considered for the value of lands of the said property when conveyed by the Owners to the Developer.

C. The aforesaid Developer offered to develop and construct at its own cost, a multistoried residential building on the said property of the Owners (hereinafter referred to as the said building) and the Owners

1. Mrs. Mirza Sam. 29.10.11
2. H. Fakhruddin Kaunain 29.10.11
3. Farhat Afza 29.10.11
4. Sarwat-afza. 29.10.11
5. Talat Ara 29.10.11
6. Nikhat. Ara. 29/10/11
7. Rafat Ara. 29/10/2011
8. Md. Nasreen. 29/10/11
9. Farhat Jasmin 29/10/2011

For OM SAI CONSTRUCTION

Archana Dixit Partner

Sangeeta Verma 29/10/11

29/10/11

B. being desirous and agree to acquire flats and Car Parking Spaces and other built up areas of the said building as considered for part of the said property to be conveyed by the Owners to the Developer or its nominees, including a Co-operative Housing Society, Firms, Associations of persons, body, corporate etc.

C. As a result of negotiations between the parties hereto and on representations and declarations made by the OWNERS as herein recorded, an agreement for Development of the said property by aforesaid Developer has been arrived at between parties hereto upon terms & conditions herein after appearing : -

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

1. The aforesaid Owners hereby appoint the aforesaid Developer as the Developer of the said property and irrevocably grants to the said Developer, who hereby accepts from the Owners exclusive right license to develop the said property in schedule –I hereunder written in manner and on the terms, conditions and stipulations hereinafter mentioned .

2. The Developer shall construct the building as per plans approved by Danapur Nagar Palika, P.M.C., Patna, on the said property utilizing maximum use.

2.1 The above built up area does not include saleable covered parking space. The Owners and Developer will share the covered parking area.

2.2 The name of the building to be constructed shall be **"SAI HAWELI APARTMENT."** as per its standard specifications Annexed .

3. Immediately after the execution of this Development Agreement, the Developer shall proceed expeditiously with preparation of the plans and drawings for the said building.

3.1 The Developer shall obtain approval in shape of signature on drawing from the Owners over the plan of the said Building before submitting the same for sanction to PMC and / or any other local Authorities.

AND WHEREAS the Developer satisfied himself about the right, title and the interest of the Owners in the said property and the technical feasibility of the construction of the proposed multi-stored residential building on Ownership flats, parking spaces and / or premises basis and all other related matters .

For OM SAI CONSTRUCTION

Partner

Sangeeta Verma
29/10/11

Archna Singh
29/10/11

7. Rafat Ara 29/10/2011
8. Md. Nazeem 29/10/11
9. Farhat Nasim
Sanjeeb - 29.10.11
Talat Ara 29.10.11
6. Nikhil ... Man...
1. Mukhtar Alam 29-10-2011
2. M. Fakhru Kamar 29/10/11
3. Farhat Ara

4. The Developer shall be entitled to make all necessary corrections, alterations and revisions in the aforesaid plans which may be required by P.M.C./ Danapur Nizamat Nagar Palika for approval, revalidation of the said building plans. The Developer is also authorized to sign with the consent of the Owners to submit application, revised plans as & when needed by the P.M.C. / Danapur Nizamat Nagar Palika

5. The Developer agrees to deliver & give possession to the Owners jointly 43% (forty-three percent) of the total built-up area and adequate number of parking space for cars out of total constructed built up area of the said building to be constructed by the Developer at its own cost on the said property hereinafter called the Owners' area. The balance 57% (Fifty-seven percent) of the total built-up area belongs to the Developer & shall hereinafter be called the Developer's area. Land owners' share in the built up area shall be mutually agreed between the owners and Developer.

6. At the time of approval by the Owners, the aforesaid building plans, as aforesaid, the Owners' area & the Developer's area shall be clearly demarcated.

6.1 Owners & their nominees shall solely & exclusively be entitled to the Owners' area & shall have absolute right, title & interest over the Owners' area & shall be fully entitled to use & enjoy the same either themselves, individually or collectively or shall be fully entitled to transfer, convey, grant, otherwise alienate their interest, any manner as deemed fit by them to any person , Associations of Persons, Firm, Body, Corporate, Co-Operative Societies, Govt. agencies etc. All cost of construction and otherwise of the aforesaid owners' area shall be borne and paid by the Developer.

6.2 The Developer and / or its nominees shall solely & exclusively be entitled to the Developer's area & shall have absolute right , title & interest over the Developer's area & shall be fully entitled to transfer, convey , grant , otherwise alienate their interest in any manner as deemed fit by them to any person , association of persons , firm , body , corporate , Co-operative societies , Govt. agencies etc. on such terms & conditions as may be decided by the Developer.

7. The Developer agrees to start the construction within One month (1 months) after getting the plan/map of the building passed by concerned authority PM.C.

7.1 The Developer agrees to construct and give possession of the Owners' area to the Owners within a period of 2 (Two) years 6 (Six)

1. Mrs. Archana Jamsandekar 29.10.11
2. M. Fakhru Kaman 29.10.11
3. Farhat Abza
4. Sanwat-abza. 29.10.11
5. Talat Ara 29.10.11
6. Nilkamal Agra
7. Rafat Agra. 29/10/2011
8. Md. Wasee 29/10/11
9. Sonam

For OM SAI CONSTRUCTION
Sangeeta Verma
29/10/11
Partner

Archana Jamsandekar
29/10/11

Months from the date the plan is sanctioned by the PMC with a further grace period of 6 Months (Six Months). This period will be subject to force majore and such happenings as fire, tempest, accident, exceptionally inclement weather, rioting, etc. & any other act of God, any time taken by Govt. Dept. / Court Cases / Site problems /P.M.C. The said period shall be deemed to be further extended accordingly. The Developer, in such case, shall inform the owners in writing all such events and the time so lost.

7.2 If there is any further delay, beyond aforesaid total period of two years six month with a further grace period of six months in giving of possession of the Owners' area, then the developer shall have to pay to the Owners compensation @ Rs. 1/- (Rupees one only) per Sq.ft. per month as per owners' share in the land till its delivery of possession of the Owners' area.

8. The Owners shall have no interest in any deal regarding sale of allocation of Developer's area.

8.1 The Owners and their nominees and the Developer and its nominee shall jointly have undivided right, title and interest over the total built up area of the said property in their respective shares of forty-three percent of the Owners' area and Fifty-seven percent of the Developer after being conveyed as aforesaid .

8.2 It is also agreed between the Owners and the Developer that front area of the Land on the East for road widening from the road side shall not be used by the Developer for any permanent construction. If Govt. acquires and pays any compensation amount, the Owners or their legal heirs shall be fully entitled to receive the compensation amount from the Govt. whatsoever fixed by the Govt. at that time.

9. The Owners hereby from the date of this Agreement grant exclusive right and license to the Developer to take up and proceed with the development, planning and construction of the said building in terms of this Agreement and handover vacant possession of the said property more fully described in Schedule – I hereunder written. This license granted to the Developer by Owners shall be license as contemplated in section 60 of the Indian Easement Act, 1882.

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

1. [illegible] 29.10.11
2. M. Yakub Kaman 29.10.11
3. Farhat Abza 29.10.11
4. Sawaf-abza. 29.10.11
5. Talat Abza 29.10.11
6. Nikhat Anm.
7. Rafat Abza. 29/10/2011
8. Md. Wasim 29/10/11
9. Farhat Yasmin 29/10/11

For OM SAI

Archana Sinnade
29/10/11

Sangeeta Verma
29/10/11
Partner

9.2 The Owners hereby irrevocably undertake not to sell, dispose off, alienate, charge, encumber, lease or otherwise, transfer the said property or any part thereof during the currency of this Agreement and undertake not to do any act, deed, matter or things as shall be in breach of the terms of this Agreement save and except putting the Developer possession thereof for the purpose of development pursuant to this Agreement. He shall at no point of time during the currency of this Agreement try to dispossess the Developer.

9.3 The Developer shall develop the said property at its own cost and expenses, charges and shall alone be responsible for the development of the said property. The Owners shall at the request and cost, expenses and charges of the Developer, sign, execute from time to time all plans, application for layouts, construction of the building/s and structures on the said property and all other document that might be necessary for giving proper effect of these presents.

9.4 After the date hereof the Developer shall be deemed to be in possession of the said property and shall be free to do all acts, deeds, things in legal manner required for development and construction of the said building at the Developers own cost & expenses.

9.5 The Developer shall be entitled to develop the said property by constructing thereon one or more buildings consisting of flats, parking spaces and other structures in accordance with building plan approved by / sanctioned by PMC as stated herein above. The minor deviations may take place under the parameter of by-laws of P.M.C.

9.6 The Owners & the Developer shall be entitled to enter into agreement for sale or otherwise allot flats, parking space and other tenements comprised in the Owners & Developer's area in the said building which are 43% (forty-three Percent) and 57% (Fifty-seven percent) respectively of the total built-up area. The Owners & the Developer shall exclusively be entitled to realize all amounts receivable under such agreements, sale deed, deeds of allotments etc. for their own use.

10 That this Development Agreement is going to be registered under section 21 (4) of Bihar Apartment Ownership Act, 2006 and hence the owners will or shall get absolute right, title and interest and possession over their shares of 43% in super built up area and the Developer will or shall also get absolute right, title and interest and possession over their shares of 57% super built up area of the proposed Multistoried building to

1. Mukhtar Jawi 29.10.11
2. M. Lakhan Kanau 29.10.11
3. Farhat Aziz 29.10.11
4. Sanwal-ulla. 29.10.11
5. Talat Aziz 29.10.11
6. Nilchal. Azm. 29/10/11
7. Rafat Azra. 29/10/11
8. Md. [illegible] 29/10/11
9. Fal Hat Jasmin 29/10/11

For OM SAI CONSTRUCTION

Archna Sinha Partner

29/10/11

Sangeeta Verma

29/10/11

be constructed over the schedule below property of this Development Agreement and hence no Power of Attorney is essential or required to do all the acts, things and goods for the Development of the land into Multistoried Building and Transferring the share of the Developer in favour of their allottees, buyer or buyers.

11 The Developer further undertakes : -

That it will not do any act of commission, omission, expressly or impliedly directly or indirectly by which Owners' right, title and interest over the said property may in any manner be adversely affected until the Developer has given the delivery of possession of the Owners' Area to the Owners. The Developer may give part / unfinished possession to their purchaser or purchasers, if required.

11.1 Not withstanding anything contained in these presents the Developer shall indemnify and keep indemnified the Owners against and from all losses, claims, damages, costs, charges and expenses that may be made, incurred or suffered by the Owners in relation to the said property, construction of new buildings, the Developer shall take out insurance for the purpose and in relation thereto for any breach of any Contract by the Developer or Violation of any permission, rules, regulations or bylaws or arising out of any accident or otherwise.

11.2 That the Developer shall not create any charge or encumbrance over the said property for its own behalf without written consent of the Owners.

11.3 During the construction of the said building, the Developer be required to create equitable or any legal mortgage of the land and the construction thereon for obtaining loan or for the individual purchasers of the Flats and Parking, the Developer shall mortgage only his share in the built up area and / or Land. However the Developer affirms and undertakes that all moneys obtained as loan by pledging, hypothecating or mortgaging the said property or creating charges on the said property (Land and building under construction) shall be exclusively invested for construction and development of the said building only and such money shall not be diverted or invested in any other project work or any other purpose of the developer. The Developer shall be liable for all such loans and advances.

11.4 The Owners shall have the right to examine the construction of the said intended building from time to time and after inspection of the said project work if the Owners will find any deviation or changes in the said

1. Mehmuna Zaman 29.10.11
2. M. Fakhru Zaman 29.10.11
3. Farhat Afza 29.10.11
4. Sawaf-e-Sec 24.10.11
5. Talat Ara 29.10.11
6. Mikhail Ara. 25.10.2011
7. Rafat Afza. 29/10/11
8. Md. Nasreen 29/10/11
9. Farhat Yasmin 29/10/11

For OM SAI CONSTRUCTION

Sangeeta Verma
29/10/11
Partner

Archna Sirsikar
29/10/11

project work then in that condition the Owners shall have full right to bring in notice in writing to the developer with regard to specification made in Schedule – II of this deed.

12. The Owners will deliver to the Developer and / or its duly authorized Advocate all original title deeds, documents and papers relating to the said property by taking proper receipt for the documents for complete examination of the Owners title.

12.1 In case there be any defect in the title of the Owners or there be any liability or any encumbrances, then in such event, the Developer may be entitled to have such defects cured and /or liability cleared for and on behalf of the Owners at the Owners cost / expenses.

12.2 The Developer shall be entitled to retain certified photocopy of all necessary documents including documents of Owners' title to the said property. The Developer undertakes to keep the said title deeds, safe, harmless and un obliterated and the Owners will be entitled to inspect and to have the same produced for inspection and take extracts there from, whenever required . The original documents shall be made available to the Developer by the Owners whenever required. It has been agreed between the parties that on completion of Project work the Developer shall return the entire original documents in good condition to the LAND OWNERS.

12.3 After delivery of the Owners' Area to the Owners, all outgoing in respect of the said property and the said building thereon shall be borne and paid by the Owners & the Developer and their nominees proportionately in the proportion of their respective shares in built - up Area (the word proportionately with all its cognate variations whenever used in these shall mean the proportion in which the parties hereto and / or their nominees acquiring portions of the buildings are entitled to the covered Areas in the building).

13 Upon delivery of possession of the Owners' Area to the Owners by the Developer and subject to the other terms and condition contained herein before at such earlier time as may be mutually agreed upon, the Owners shall execute and convey 57% (Fifty-seven Percent) undivided share in the said property in favour of the Developer or its nominees / assigns including Co-operative Housing Society or Association of Persons or Bodies, Corporate etc. In default of the Owners executing, transfer / conveyance for such other deeds as may be deemed necessary by the Developer, inspite of service of notice in writing of one month, the Developer shall be entitled to take all steps as may be necessary for

1. Mohammad Zaman 29.10.11
2. M. Sakhawat Zaman 29.10.11
3. Farhat Afza 29.10.11
4. Sanwal-afza. 29.10.11
5. Talat Ara 29.10.11
6. Mikhail. Afzal 29.10.2011
7. Rafat Afza. 29/10/2011
8. Md. Zaheer. 29/10/11
9. Fakhat Yasmin 29/10/11

For OM SAI CONSTRUCTION

Sangeeta Verma
29/10/11

Partner

execution and registration of all such documents of transfer / conveyance for the purpose. To apply for and obtain income tax clearance certificate, urban land clearance and all other permissions and approvals as may be necessary for and behalf of in the name of the Owners and also to execute present and admit execution of the said documents of Transfer / Conveyance before the registration authority and to do all acts, deeds as may be deemed necessary by the Developer and / or its nominees and have agreed to execute a General Power of Attorney in this regard within one month from the date of this agreement .

13.1 The Developer shall provide all civil, electrical wiring , plumbing and sanitary works including installation of overhead tank, provisions of water supply, water pump-house, drainage, sewerage arrangement, lift, generator, car parking, compound wall etc. as per the specification and amenities set out in the plan approved by PMC/Danapur Nizamat Nagar Palika.

14 The Developer / Owners shall form at its best, a Co-operative Housing Society / Association of Persons / Body, Corporate, of all the persons owing tenements, in the said building. The Owners and their nominees shall become members of such an organisation formed by the Developer and the Owners, their nominees, respective agents, servants, licensees, tenants etc. shall be bound to abide by the rules and regulations as be framed by such organisations from time to time, and as well as to pay the regular maintenance charges as be fixed for the maintenance and management of the entire building complex. There may be separate committee for the maintenance of residential areas as formed by the developer.

14.1 The nominees of the Developer shall own and hold portions of the building comprised in the Developer's area according to the standard agreement finalised by the Developer. The Owners and their nominees shall be bound to hold and own portions of the Owner's Area in the said building on the same terms and conditions as be contained in the aforesaid standard agreement and to execute similar agreements.

14.2 The common areas shall jointly be owned by all the Owners of all the portions of the said building with equal entitlements to use all common areas and facilities intended for utilisation by the occupants of the said building on the same terms and conditions applicable to all for such utilisation. No Owners of any part of the said building will have any

1. [illegible] 29.10.11
2. M. Fakhru Rauan 29.10.11
3. Farhat Afza 29.10.11
4. Sanwal-afza. 29.10.11
5. Talat Ara 29.10.11
6. Ni'khat. Anw. 29.10.2011
7. Rafat Afza. 29/10/2011
8. Md. Waseem 29/10/11
9. Farhat Yasmin 29/10/11

For OM SAI CONSTRUCTION
Partner

Sangeeta Verma
29/10/11

Archna Sinha
29/10/11

exclusive right, title and interest over the common areas and common facilities including the terrace of the building.

15. It is agreed that if any levy is imposed by the P.M.C./ Danapur Nizamat Nagar Palika, or any other public body or bodies or the government for the development / betterment of the area in which the said property is located, any other levy becomes applicable on the said property or the building there on, then the same shall be paid by the Owners and the Developer / purchaser(s) / transferee jointly in the same portions as their respective share of built up area in said building.

15.1 It is also agreed that service charge would be paid by the Owners and the Developer / Purchaser (s) / Transferee jointly in the same portion as their respective shares in the said building. **SERVICE CHARGE** shall mean and include proportionate share of the premium for the insurance of the building, water, fire and scavenging charge and taxes, electric lighting, sanitation, repair and renewable charges, any charge for the bill collection and charges for management of common facilities, cost of renovation, replacement and maintenance and expenses in relation to the building including all common wiring, pipes, electrical and mechanical equipment's , pumps, motors, generators and other electrical and mechanical installations, appliances, tools, implements, apparatus and the stairways, corridors, halls, passage-ways, gardens, park-ways, open spaces and all other facilities whatsoever as may be mutually agreed upon from time to time by the Owners of the flats, offices, shops, spaces and building as the case may be.

16. If in future, after the sanction from the PMC/ Danapur Nizamat Nagar Palika any further floor is added in the building the Owners will hold 43% (forty Three percent) and the developer 57% (Fifty-Seven percent) of the total newly constructed area.

17. It is agreed by the developer that in residential flats of the Owners the flooring will be of marble, Marble in working slab, glaze tiles up to 7 ft. height in toilets, house entrance door of sal wood frame.

18. It is agreed that in all transfers /conveyance of land and built up area, the purchaser (s) / transferee (s) shall bear the cost of stamp duty, court fee and other registration charges.

19. It is an express condition of this agreement that non-fulfillment or failure to comply with clause 7 & 7.1 of the terms & condition mentioned herein above will be treated as a contravention and the Owners are entitled

1. Mithilesh Kr. 29.10.11
2. M. Lakhmi Kanwar 29.10.11
3. Farhat Abza 29.10.11
4. Sanaf-Abza. 29.10.11
5. Talat Ara 29.10.11
6. Nilkhal. Arun. 29.10.2011
7. Rafat Abza. 29/10/2011
8. Md. Nazam 29/10/11
9. Farhat Yasmin 29/10/11

Sangeeta Verma
29/10/11

Archna Sinha
29/10/11

to claim expenses as given by registered value for the completion of balance work as per specification in Owners aforesaid.

19.1 Though the Developer shall construct the building as per the intial sanctioned plan and prevailing norms of the PMC/Danapur Nizamat Nagar Palika however, in case any fine or penalty is imposed on the said building for any extra built up area constructed in excess of the sanctioned plan within the prevailing norms of the PMC/Danapur Nizamat Nagar Palika/Competent Authority then the same shall be borne and paid by the Developer for the extra constructed area.

19.2 Any deviation from the approved plan, if made by the developer, the developer shall be solely responsible for the same.

19.3 The Developer undertakes to indemnify the owners and always keep them indemnified and harmless in respect to all claims, damages, compensations or expenses payable in consequence of any injury or accident sustained by any workmen, artisan or other person in the property whether in the employment of the developer or not while in or upon the said property and during the period of construction of the said building thereon.

20. That in case of any dispute or difference between the parties out of or relating to this development agreement, the same shall be settled by reference of the dispute or difference to the arbitrators appointed by both the parties and such arbitration shall be conducted under the provision of Indian Arbitration Act 1940, as amended from time to time.

SCHEDULE - I

All that piece and parcel of land measuring an area of 8360 sq.ft. (Eight thousand three hundred Sixty Sq.ft.) i.e. equivalent to 19.19 decimals under Tauzi No. 5292, Thana No. 23 (Twenty-three), Khata No.42 (Forty-two), Khesra Survey Part Plot No.2/3, Survey Mouza – Saguna (MVR No.- 136), Pargana – Phulwari, Survey Thana and P.S.- Danapur, Sub Registry Danapur and Sadar Registry and District –Patna , State : Bihar Under the Patna Municipal corporation which is bounded as follows-

BOUNDARY

NORTH : Approach Self Road.

SOUTH : Self and Naseema Khan and others.

EAST :Approach Road.

WEST :Syed Ahsan.

Valuation of the land : - Rs. 58,35,000/-

For OM SAI CONSTRUCTION

Sangeeta Verma

29/10/11

Partner

Archana Sinha

1. Mrityunjay Kumar 29.10.11
2. M. Lakhru Kaman 29.10.11
3. Farhat Afza 29.10.11
4. Sanjal-afza 29.10.11
5. Talat Afza 29.10.11
6. Nilkhal Arzu. 29/10/2011
7. Rohat Afroz 29/10/2011
8. Md. Nazeer 29/10/11
9. Farhat Yasmin 29/10/11

SCHEDULE-II
SPECIFICATION

FLOORING : (Flats)		
Inside Flats	:	Marble Cut Size Tiles
In Toilets & Kitchens	:	Marble Tiles
Kitchen	:	Working top of marble slab / Granite slab, three ft. glazed tiles over Marble Top Steel Sink.
DOORS	:	Local Hard Wood Choukhat & Factory Built ISI flush door with Synthetic Enamel Paint.
WINDOWS	:	Steel Window With 3.5 - 4 mm thick pin head Glass
TOILETS	:	7 ft. (Seven feet) glazed tiles in the wall with white ceramic fitting & ISI marked CP fittings.
ELECTRICAL	:	Concealed pipe with adequate points, two TV points & One Telephone points in each flat.
INSIDE PAINTS	:	Two Coats Of White Cement over POP finish.
STAIR CASE	:	Kota Stone Tiles.
CORRIDOR AREA	:	Kota Stone Tiles.
PARKING	:	Plain Cement Punning.
DRIVE WAY	:	Chequred Tiles.

NOTE:

1. The LAND OWNERS & the flat purchaser have to take their own electrical connections by themselves.
2. The LAND OWNERS & flat purchaser or purchasers have to pay extra for Generator installation provision for common area & 300W emergency supply to their flats on extra charge. However the owners will pay Rs. 25,000/- each owners against generator facility/lift i.e. a six passenger.
3. The LAND OWNERS /purchasers have to pay extra based on market rate for any improved specification as per demand.

IN WITNESS thereof both aforesaid have put their respective signature in

FOR OM SAI CONSTRUCTION

Sangeeta Verma
29/10/11
Partner

Archana Sinkale

7. Rajat Arora 29/10/2011
8. Md. Waseem 29/10/11
9. Farhat Yasmin 29/10/11
4. Sanjay - absent. 29.10.11
5. Talat Ara 29.10.11
6. Ni. Khan. Anu. 29/10/2011
1. [illegible] 29.10.11
2. M. Lakhmi Kanwar 29.10.11
3. Farhat Abza 29.10.11

token of acceptance of the terms and conditions as settled above in presence of the following witnesses : -

Witnesses with Addresses :-

1. Md Alamgeer Hasnik
S/o Md Badruddin
Lal Khotz Thagni
compound Rajapur
29-10-2011

2. Manwendra Kumar Singh
29.10.2011
Son of Sheo Narayan
Singh
Rajendrapuri Patna 24
29.10.11

3. J. Verma
S/o Jadu Nath Pd.
Verma
50. Pankaj Apt.
S.K. Puri Patna-13
29.10.11

Signature of Land Owners

M Khurshid Zaman
(M. KHURSHID ZAMAN) 29.10.2011

M. Fakhru Zaman
(M. FAKHRU ZAMAN) 29.10.11

Farhat Afza
(FARHAT AFZA) 29.10.11

Sarwat-e-Afza.
(SARWAT AFZA) 29.10.11

Talat Ara
(TALAT ARA) 29.10.11

Nikhat Ara.
(NIKHAT ARA) 29/10/2011

Rafat Afza.
(RAFAT AFZA) 29/10/2011

Md. Waseem
(MD. WASEEM) 29/10/11

Farhat Jasmin 29/10/11
(BIBI FARHAT YASMIN)
As an Attorney for and on behalf of her husband Shah Faizullah

Signature of second party
(Developer)

Sangeeta Verma
29/10/2011
(SANGEETA VERMA)

(ARCHANA SMRITI)
For OM SAI CONSTRUCTION
Archana Smriti
29/10 Partner

Drafted By:-

(Ramanand Pd. Keshri), M.A.,LL.B.,
Advocate
Collectorate Bar Association, Patna
29/10/2011

Typed By:

(Amarjit Kumar)
Rajendrapath, Patna

Endorsement of Certificate of Admissibility

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

Stamp duty paid under Indian Stamp Act **Rs. 116800** *Amt. paid by N.J. Stamp Paper -* **Rs. 5000**

Addl. Stamp duty paid under Municipal Act **Rs.** *Amt. paid through Bank Challan -* **Rs. 112779**

Registration Fee **LLR + Process Fee** **Service Charge**

FEE PAID											
A1	0	C	0	H1b	0	Ka1	0	Lii	0	LLR	0	500
A8	0	D	0	H2	0	K1b	0	Liii	0	Proc. Fee	0	
A9	0	DD	0	I	150	K1c	0	Mb	25	Total-	0	
A10	0	E	250	J1	0	K2	0	Na	54			
B	0	H1a	0	J2	0	Li	0					
								TOTAL-	479			

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. 979

Registering Officer
Patna

Date : ***29/10/2011***

Endorsement under section 52

Presented for registration at Registration Office, Patna on Saturday, 29th October 2011 by M. Khurshid Zaman S/O-Late Md. Anisuz Zaman by profession Others. Status - Executant

Registering Officer
Patna

M Khurshid Zaman

Signature / L.T.I. of Presentant ***Date : 29/10/2011***

Endorsement under section 58

Execution is admitted by those executants and identified by the person (identified by Uday Shankar Verma age .... Sex M son/daughter of S/O-Late Yadunath Verma resident of Pankaj Aptt-50,A.N.Path,S.K.Puri,Patna.) whose names, photographs, fingerprints and signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 29/10/2011

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book No. 1 Volume No. 451 on page no. 452 - 469 for the year 2011 and stored in CD Volume No.CD-69 year 2011. The document no. is printed on the front Page of the document.

Registering Officer
Patna

Date : ***29/10/2011***

Token No.32399 Year - 2011 Sl.No. 31865 SCORE Ver. 2.1 Deed No. 26144 NIC-Bihar