AZAD
DEVELOPERS

Azad
DEVELOPERS
BUILDER/CONTRACTOR

http://www.azaddevelopers.in
E-mail : azad@azaddevelopers.in
Mob. : 9431462713

2nd Floor SBI Building, Near Jain Dharmshala Station Rd., Bhagalpur, 812001, Bihar
Phone : 9308206413 (Office) / 98010570736 (S), email : azadnayyer@gmail.com

Date 6/12/21

ID - ABCFA6150G

To

Real estate regulatory (RERA)
6th Floor,
Bihar State building construction.
Hospital Road. Shastri Nagar.

Sub: Building photographs.

Sir,

Behalf your demand. I am sending photographs of THERA. Complex at Bhagwan mahavir palt. Bhagalpur, 812002

with regard,

MD. Tabrez Ahmad
Director
Azad Developers
Abbove State Bank of India
NearJain Dharamshala Tatarpur
Station Road, Bhagalpur

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MD. Tabrez Ahmad
5/12/21

Director
Azad/Developers
Abbove State Bank of India
NearJain Dharamshala Tatarpur
Station Road, Bhagalpur







MD. Tabrez Ahmad 6/12/21

Director

Azad/Developers

Abbove State Bank of India

NearJain Dharamshala Tatarpur

Station Road, Bhagalpur



कार्यालय नगर निगम, भागलपुर
स्वामी विवेकानन्द पथ
कचहरी कैम्पस
भागलपुर
BHAGALPUR
logon to- bhagalpurnagarnigam.in, e-mail- nagarnigambhagalpur@gmail.com, contact- 0641-2302035

5269 /BMC/MAP/16-17

## फार्म–VIII–ख
## भूमि विकास अनुज्ञा के अनुमोदन का फारम
## उपविधि संख्या–88(3)

आप के आवेदन संख्या– 295 तिथि– 15.11.16 के संदर्भ में श्रीमती/श्री सैयद फजले रब्ब, सैयद समसुतोर, सैयद शाहीन के लिए Sahalat एवं जाबेद Sahalat

(क) भूमि विकास की अभिन्यास (ले–आउट) योजना के लिए

(ख) भूमि के उपयोग में परिवर्त्त करने के लिए Renewal for 02 (Two years only

20/11/24

भागलपुर नगर निगम, भागलपुर क्षेत्रान्तर्गत बिहार नगरपालिका 2007 की धारा–321 और बिहार शहरी आयोजना तथा विकास अधिनियम, 2012 की धारा–81(2) (ब) के अन्तर्गत प्लॉट नं0 (सी0एस) 703 प्लॉट नं0 (एम0एस0पी0) 703 खाता नं0 521/99 होल्डिंग नं0 102(0) 2015 पेता– आजाद रोड भागलपुर मौजा 42 पथ मोहल्ला– तातारपुर वार्ड नं0 15 के बाबत निम्नलिखित शर्तों/निर्बंधनों के अध्याधीन एतद् द्वारा अनुमति प्रदान की जाती हैं:–

(क) भूमि का उपयोग अनन्य रूप से आवासीय (G+3) प्रयोजन के लिए किया जाएगा और इस प्राधिकार के पूर्व अनुमोदन के बिना उपयोगों को किसी अन्य उपयाग के लिए परिवर्त्तित नहीं किया जाएगा।

(ख) विकास पूर्ण रूप से आवश्यक अनुमति के पृष्ठांकन के साथ संलग्न योजनाओं के अनुसार किया जाएगा।

(ग) अनुमोदित योजना में दर्शाया गया ..... वर्ग मीटर का पार्किंग स्थान खुला रखा जाएगा और इसके किसी भाग पर निर्माण नहीं किया जाएगा।

(घ) प्रस्तावित निर्माण वाली भूमि 18.29 मीटर चौड़ाई के पहुँच मार्ग के माध्यम से सुगम्य होगी।

(ङ) प्रश्नगत भूमि आवेदक के विधिपूर्ण स्वमित्व एवं शांतिपूर्ण कब्जा में अवश्य हो।

(च) सड़क को मानक चौड़ाई तक और चौड़ी करने के लिए आवेदक, विभिन्न विकास योजना/आयोजना प्राधिकारों/या बिहार शहरी आयोजना तथा विकास अधिनियम, 2012 के अधीन अधिसूचित किसी योजना स्कीम के अधीन आच्छादित सुसंगत आयोजना प्राधिकार/ग्राम पंचायत क्षेत्रों के अधीनस्थ भागलपुर नगर निगम क्षेत्र में ..... मीटर चौड़ी भूमि की पट्टी मुफ्त उपहार के रूप में देगा।

(छ) अनुमति (अनुज्ञा) जारी किए जाने की तारीख से तीनों वर्षों की अवधि के लिए विधिमान्य होगी।

(ज) इस उपबंध के अधीन दी गई अनुमति उस भूखंड, जिसके योजना अनुमोदित की गई हो, के अधिकार/हक/हित की बाबत साक्ष्य नहीं मानी जाएगी।

(झ) योजना के अनुमोदन के पश्चात् भू–अभिलेख के कारण या अधिकार/हक/हित की बात होई विवाद होने पर, विवाद की अवधि के दौरान योजना स्वतः रद्द समझी जाएगी।

(ञ) कोई अन्य शर्त।

03/12

नगर आयुक्त
नगर निगम, भागलपुर

ज्ञापांक सं0– 5269 /भा0न0नि0 दिनांक 9/12/2016

प्रतिलिपि:– अनुमोदित योजनाओं की 2 (दो) प्रतियों के साथ श्रीमती/श्री सैयद फजले रब्ब एवं अन्य को सूचनार्थ अग्रसारित। मौजा– मदारपथ, तातारपुर

03/12

नगर आयुक्त
नगर निगम, भागलपुर

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## SCHEDULE OF DOORS & WINDOWS

| SL NO | TYPE | SIZE | BILL VOL | [illegible] | [illegible] |
|---|---|---|---|---|---|
| 1 | D | [illegible] | 0.05 | [illegible] | [illegible] |
| 2 | [illegible] | [illegible] | 0.03 | [illegible] | [illegible] |
| 3 | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| 4 | W | [illegible] | [illegible] | [illegible] | [illegible] |
| 5 | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| 6 | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| 7 | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |

## SPECIFICATIONS

[illegible]

## DESIGN OF SEPTIC TANK

TOTAL NOS OF PERSONS = [illegible]
EACH PERSON'S REQUIRED CAPACITY = [illegible]
REQUIRED CAPACITY = [illegible]
ACTUAL CAPACITY [illegible]
PROVIDED SIZE OF SEPTIC TANK = [illegible]

## DESIGN OF OVER HEAD WATER TANK

TOTAL NOS OF PERSONS = [illegible]
EACH PERSON'S REQUIRED OF WATER = [illegible]
REQUIRED CAPACITY = [illegible]
ADD 5% LEAKAGE OF WATER = [illegible]
SIZE OF OPEN WATER = [illegible]

(1) Syed Fazle Rab
(2) Syed [illegible]
(3) Syed [illegible]
(4) Syed [illegible]

03/12
Municipal Commissioner
Bhagalpur Municipal Corporation

03/12/26

AJEEV KUMAR
ERTIFIED ARCHITECT
alpur Municipal Corporation, Bhagalpur
Reg. No- BMC/ARC/09/2009

Renewal for 02 (two) years only

20/11/24
Municipal Commissioner
Bhagalpur Municipal Corporation

AZAD
DEVELOPERS

Azad
DEVELOPERS
BUILDER/CONTRACTOR

http://www.azaddevelopers.in
E-mail : azad@azaddevelopers.in
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2nd Floor SBI Building, Near Jain Dharmshala Station Rd., Bhagalpur, 812001, Bihar
Phone : 9308206413 (Office) / 98010570736 (S), email : azadnayyer@gmail.com

Date .....

To,

The City Commissioner
Bhagalpur Municipal Corporation
Bhagalpur, Bihar- 812001

**Sub: - Issue the Occupancy Permission Certificate.**

Res. Sir,

We would like to bring in your kind attention that our project namely "TAHERA COMPLEX" situated at Bhagwan Mahavir Path, Tatarpur, Nathnagar Road Bhagalpur having plot no. (cs) 703, plot no (msp) 703 Khata No – 99 Holding No – 102 (old), 201(New), Ward No – 15 under Bhagalpur Municipal Corporation has been completed by the 25/12/2019.

We are submitting Notice of Completion for the same. We request to issue the certificate for occupancy for the said building and premises.

Municipal Corporation Estd-1981 Office Bhagalpur

Enclosure: -

1. Notice (Certificate of Completion)
2. Photocopy of Sanctioned Plan
3. Land Documents with LPL.
4. Fee Rs.1,000/-, DD No 952855 Dated 09/09/2021

M/s Azad Developers
Azad Developers
MD. Tabrez Ahmad
Partner

Partner

Place: - Bhagalpur

Date: - 09/09/2021

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Indian Bank
इलाहाबाद ALLAHABAD

(जारीकर्ता शाखा / ISSUING BRANCH)
BHAGALPUR (04010)

केवल तीन महीने के लिए वैध Valid for three months only

| 0 | 9 | 0 | 9 | 2 | 0 | 2 | 1 |
|---|---|---|---|---|---|---|---|
| D | D | M | M | Y | Y | Y | Y |

ON DEMAND PAY MUNICIPAL COMMISSIONER NAGAR NIGAM ********** या उनके आदेश पर OR ORDER

RUPEES ONE THOUSAND ONLY**********

********** प्राप्त मूल्य के लिये अदा करें FOR VALUE RECEIVED ₹ ********1000.00

Ann Name : MD AHMAD **********

Payable at par at all branches of Indian Bank

DD952855

BHAGALPUR
04010

T21/MDDD

Priyalingh 90822
अधिकृत हस्ताक्षरकर्ता
Authorised Signatory (S.S. No.)

Neha Kumari
अधिकृत हस्ताक्षरकर्ता
Authorised Signatory (S.S. No.)

Please sign above 80955

⑈952855⑈ 000019000⑆ 16

FORM 'B'

**DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE SIGNED BY THE PROMOTER OR ANY PERSON AUTHORISED BY THE PROMOTER**

**Affidavit cum Declaration**

I, Nayyer Azad, S/o Shabbir Ahmad as a Partner of the Partnership firm M/S AZAD DEVELOPERS, having its registered office at 2nd Floor SBI Building (Near Jain Dharamshala) Bhagwan Mahabir Path P.O and Dist.- Bhagalpur in the State of Bihar, Pin- 813113, promoter of the proposed project "TAHERA COMPLEX" do hereby solemnly declare, undertake and state as under:

1. That I have a legal title to the land on which the development of the proposed project is to be carried out and a legally valid authentication of title of such land along with an authenticated copy of the agreement between such owner and promoter for development of the real estate project is enclosed herewith.
2. That the said land is free from all encumbrances.
3. That the time period within which the project shall be completed by the promoter is Dated 25.12.2019.
4. That the seventy percent of the amounts realised by me for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.
5. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn by me in the proportion to the percentage of completion of the project.
6. That the amounts from the separate account shall be withdrawn by me after it is certified by an engineer, an architect and the chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.
7. That we shall get the accounts audited within six months after end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
8. That we shall take all the pending approvals on time, from the competent authorities.
9. That we have furnished such other documents as have been prescribed by the Act and the rules and regulations made hereunder.
10. That we shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be.

Azad Developers
MD. Tabrez Ahmad
Deponent
Partner

Affirmed

**Verification**

The content of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.

Date :-

Place :- Patna

Identity by Manoj Kumar Singh Adv.

Azad Developers
MD. Tabrez Ahmad
Partner

Deponent

Manoj Kumar Singh
Advocate
Enr. No - 2602/1

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

सत्यमेव जयते

INDIA

बिहार BIHAR

AK 473084

2021

0 SEP 2021

सेवाभार पदाधिकारी
भागलपुर

NOTARY
P.K. SINGH
Reg. No. 32881
GOVT. OF BIHAR (INDIA)

**Supplimentary Development Agreement**

This Deed of Development AGREEMENT made on this 26 day of Sep 2021 BETWEEN Syed fazle Rab,Syed Sharnsuzzoha , Syed Shaheen lqbal and S.M .Javed lqbal S/o Late Syed Md. Ismail Resident Tatarpur P..S Tatarpur Disti- Bhagaalpur Herein after Called The 'OWNERS' of the ONE PART. •

AND

M/S Azad Developers .2nd Floor SBI Building (Near Jain Dharmsala Mahabir Path Bilagalpur hereinafter called the 'developer' of the other part.

The term 'owners' and the 'developer' shall unless repugnant to the context or excluded by these presents mean and include their respective heirs. legal representative' executors, administrators, Successors -in- interest and assigns.

Syed. Fazle Rab

Syed. Sharnsuzzoha

Syed Shaheen Eqbal

S.M. Javed Eqbal

MD. Tabrez Ahmad
Director
Azad/Developers
Abbove State Bank of India
NearJain Dharamshala Tatarpur
Station Road, Bhagalpur

Description Declared by me the parties as follows:

1. That, a development agreement was prepared by the parties dated on 15 July 2015.
2. That, there was a typing mistake in the original Development Agreement prepared on 15 July 2015, at any where written the Khata No.- 521 is wrong, the right Khata No. is 99.
3. That, it is declared by the parties through this supplementary Development Agreement which I treated as the part of original Development prepared on 15 July 2015.

Syed Fazle Rab

NOTARY P.K. SINGH Regd. No. GOVT. OF BIHAR

S. M. Jaweed Eqbal

MD. Tabrez Ahmed
Director
Azad Developers
Above State Bank of India

Syed Khurshed Eqbal

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HEREAS, the 'OWNERS' is absolutely seized and possessed of all that piece and parcel of land under Mouza/ Mohalla Tatarpur Plot no. 703 & Khata no. 99 Ward no 15 , Holding no OLD 102 NEW 201 Town and District Bhagalpur more fully and particularly described in the schedule A below and for the sake of brevity herein after called the 'said' property, having purchased vide registered deed of sale dated - and thereafter got their respective name mentioned in the circle office and paying the rent regularly. (brief history of land including chain of title)

AND WHEREAS, the owner/s is / are desirous of developing the said property into new multi-storied residential complex.

AND WHEREAS, on coming to know about the owner's desire to develop the said property, the developer requested the owners to allow them to develop the said property and the owner/s has agreed to the proposal. The owner/s and the developer have mutually agreed on the following terms and conditions of the development of the said property.

NOW THEREFORE THIS AGREEMENT WITNESS as follows :

1. DEFINITIONS : unless there is anything reported to the subject or context the following terms will have the meaning assigned to them :

a) 'OWNERS' shall mean and include – M/S Azad Developers,2nd Floor SBI building near Jain Dhramshala, Bhagalpur their heir's legal representatives' executors administrators' successors and.

b) DEVELOPER' shall mean and include M/S AZAD DEVELOPERS a partnership firm having its office at 2nd Floor SBI Building, Near Jain Dhramshala Station Road,Bhagalpur,812002,Bihar I its successors – in interest and assigns.

S. M Jawed Eqbal

MD. Tabrez Ahmad
Director
Azad/Developers
Abbove State Bank of In
NearJain Dharamshala Tata

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c) 'SAID PROPERTY' shall mean the entire and all that piece and parcel of aprox 5 (five ) kathas of land UNDER plot no. 703 bearing khata no 99 respectively of in Mohalla Tatarpur Mahavir path road P.S. Tatarpur town and district Bhagalpur more fully and particularly described below in the schedule A.

d) 'COMPLEX' shall mean and include the residential multi-storied building, to be constructed and developed on the said property as per plan sanctioned by Bhagalpur regional development authority, Bhagalpur (hereinafter referred to as B.R.D.A.)

e) 'MULTI-STORIED BUILDING' shall mean and include Basement, ground plus four floor building comprising of parking spaces in the ground floor and flats/dwelling units in the upper floors to be construct on the said property as per plan sanctioned by B.R.D.A. Bhagalpur and according to the specifications as mentioned in schedule 'D'

f) 'COMMON FACILITIES AND AMENITIES' shall mean and include corridors hall-way stair-way passage-ways drive-ways pump room, underground water reservoir overhead water tanks and other facilities which may by mutually agreed upon between the parties for maintenance and management of the building but excluding covered area of roof and terrace of the building more fully described in schedule below :

g) COMMON EXPENSES' shall mean and include a proportionate share of cost charges and expenses for working maintenance upkeep repairs replacement of common parts in the multi-storied buildings and also the costs for meeting security expenses costs incurred for maintaining street lights internal road within the premises known as **Tahera appartment** (proposed name of the building) which shall be shared proportionately by all the inhabitants of the

h) BUILT UP AREA' shall mean and include the floor area including the space occupied by the walls.

Syed. Pagle Rab

Syed. Shaheen Eqbal

S. M. Jawed Eqbal

MD. Tabrez Ahmad
Director
Azad/Developers
Abbove State Bank of India
Near Jain Dharamshala Tatarpur

OF BIHAR (INDIA)

i) OWNER'S ALLOCATION' shall mean the portion of the buildings constructed on the said property which is to be allocated to the owner more fully and particularly described in schedule B below over which the developer or any person or person claiming under or through then shall have no right, title, interest claim of any nature whatsoever ;

j) SALEABLE SPACE shall mean and include the space in the building available for independent use and occupation after making due provision for common facilities and the space required there for but excluding the area known as owner's allocation.

k) DEVELOPER's ALLOCATION' shall mean the remaining portion of the buildings constructed on the said property ' after allocation made to the owners including proportionate share in the said land more fully and particularly described in schedule 'C' below over which the owners or any person or persons claiming under or through then shall have no right, title, interest or claim of any nature whatsoever,

l) BUILDING PLAN' shall mean plan prepared by the architect appointed by the Developer for the construction of the multi-storied buildings on the 'said Property' and sanctioned by the B.R.D.A. Bhagalpur.

2. LICENCE TO DEVELOP :

a. The owner hereby entrust, hand over and gives license to the developer to enter into the 'said property', develop the same by constructing multistoried buildings containing dwelling units and' or ownership flats parking spaces, etc. and in accordance with the plan sanctioned by B.R.D.A. Bhagalpur.

b. The developer hereby agrees to develop and / or cause to be developed the said property by constructing one or more buildings as stated in clause 2 (a) above in accordance with specifications given in schedule 'D' below and plans approved by the B.R.D.A. Bhagalpur at its own risk cost expenses and a arranging its own finance.

3. CONSIDERATION :

S. M Jawed Iqbal

OF BIHAR (INDIA)

MD. Tabrez Ahmad
Director
Azad/Developers
Abbove State Bank of India
Jain Dharamshala Tatarpur

a. In consideration of the owner having entrusted / given license to the developer to enter into the said property develop, and construct multi-storied buildings having basement dwelling units and/ or ownership flats and etc. in the manner as stated in clause 2 (a) above at its own cost, risks and efforts and conferring on it the right, powers, privilege and benefits mentioned herein, the developer agrees to construct and deliver to the owners 50% (Fifty percent) of the super build up area of the new building to be constructed on the lands in schedule 'A' below known as the ' OWNER'S ALLOCATION' as per details given in the schedule 'B' below.

a) The remaining portion of the constructed area on the land in schedule 'A' below, i.e. balance 50% (Fifty percent) of the super built up area after leaving the portion known as owner's allocation, shall be retained by the developer for its own use or for booking and sale of the same at its own price, terms and choice, for the purpose of recovering expenses incurred in the development and construction as also for earning profit without violating agreed conditions or norm to which the owners shall have no objection whatsoever. Such built up area to be retained by the developer shall be known as 'DEVELOPER's ALLOCATION' and the same have been described in detail in schedule 'C" below.

NOTARY K. SINGH Reg. No. 32681 GOVT. OF BIHAR

DEVELOPER COVENANTS

That,

a. the developer shall carry out the development of the 'said' property in accordance with the plan sanctioned by B.R.D.A., Bhagalpur also in accordance with the relevant municipal laws, rules and regulations type laws, if any and directions from time to time issued by local authorities. All expenses to be incurred and fees to be part, if any, shall be paid and borne by the developer.

Director
Azad/Developers
Above State Bank of Indi
Dharamshala Tatarp
Bhagalpur

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b. The developer shall arrange, from its own sources, finances and / or funds, from time to time required for the development of the 'said property' and for construction of the building thereon and shall carry out the finishing work of the building as per the building specifications mentioned in SCHEDULE"D".

c. on completion of the buildings, the developer shall inform the owners in writing to take possession of the buildings/ built-up areas along with basement and parking area in the building known as 'owner's allocation and from such date the owner shall be liable to pay all rates, taxes, service charges and other outgoing in respect of the common facilities in the building's proportionate to the area referred to as the owner's and / or for other unit holders with in one month.

d. The developer hereby agrees and covenants not to violate or contravene any of the rules and regulations or provisions of building laws, applicable for construction of the new buildings, In case of any deviation from the approved plan shall be the singular liability and responsibility of the developer only. Any penalty made by any authority shall be contested and paid by the developer alone.

e. The developer hereby agrees and covenants with the owners not to do any act, deed or thing by which the owner's may be prevented from ..... enjoying, selling, assigning and / or disposing off his allocated portion, as described in

f. The developer shall form, as it deems best, a co-operative housing society/ association of persons/ body corporate, as the case may be, of all the persons owning tenements/ flat or units in the said building. The owners and their nominees shall become members of such organization formed by the developer and the owners, their nominees, respective agents, servants, licensees tenants etc. who shall be bound to abide by the rules and

Syed. Pagle Rab

Syed. Shamsuzzaha

Syed Shaheen Eqbal

S.M Jawed Eqbal

MD Tabrizahmed
Director
Azad/Developers
Abbove State Bank of Ind
NearJain Dharamshala Tata
...tion Road, Bhagalpur

regulations as framed by such organization from time to time, and such members of formation of such organization as well as to pay the regular maintenance charges as fixed for the maintenance and management of the entire complex.

4. OWNER'S COVENANT

That,

a) The owners are seized and possessed of and / or otherwise was and is sufficiently entitled to the lands in the 'said property' being plot no 703 under khata no. 99 holding no. old 102 new 201 respectively of mohallah Tatarpur bhagwan mahavir path road P.S tatarpur. Town and district Bhagalpur , measuring aprox 5 ( five) katha more fully described in schedule 'A'

b) The said property' is free from all encumbrance, over which the owners and in peaceful possession having absolute right, title and interest having absolute, valid marketable title thereby.

c) That no notice for acquisition/ requisition or restoration of that said property' or any part thereof, under any states of the past or presently in form have been received, served or passed by any court of law the B.R.D.A. Bhagalpur BMC, income tax department or any government authority.

d) That there are not attachment or orders for attachments, passed by any court nor there is any claim, demand, suit decree, injunction, notices, petitions or adjudication orders affecting the ' said property' or any part thereof.

e) That apart from the owners, none else in entitled to or has any share right, title or interest over and in respect of the said property or any part there of, as a partner or partnership or co-partners in any joint family or in any other manner howsoever.

f) That the owners are not benamidar or trustee for any one in respect of the said property or any part thereof.

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g) That the owners have not entered in the past in any agreement for sale or development of the 'said property' or any part thereof nor has he made any arrangement with any one whomsoever regarding the 'said property or any part thereof.

h) The owners hereby agrees and covenants with the developer not to cause any interference or hindrance in the matter of development of the 'said property and construction of the buildings, multi-storied buildings etc. thereon.

i) The owners hereby undertakes not to do any act, deed or thing where by the developer may be prevented from booking, selling assigning and / or disposing of any of the portion of the developer's allocation.

j) The owners hereby agrees and covenants with the developer.

The Land owner grants permission to the developer to raise loans from any Bank/ financial institutions on such terms as may be agreed upon by the developer and the concerned lending institution. The developer is also empowered to create or mortgage only up to the extent of its share 50% in the project land as security against the said loan and project finance will not be diverted/ invested in any other project work or purpose of the developer. In such as event, the owner if as when required shall join the developer in creation of such mortgage.

In such circumstances, only the developer shall be liable and responsible to repay the project loan with interest if any and owner shall not be liable for said loan. Hence the land owner's area will remain tree from any financial encumbrance.

k) The developer shall be entitled to retain all photocopies of necessary title documents of the owner in respect of said property.

l) The owner assures to developer to make the original document available for inspection by the financial institution for granting loan to the allotted as and when required giving 15 days notice to the land owner.

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m) It is agreed that the costs of stamp and registration for the sale deeds/ conveyances shall be borne by the purchasers/ buyers of each unit.

5. Time for completion of the project.

Subject to the developer being put in peaceful possession over the 'said property' the developer agrees to complete the project within 24 (twenty four) months from the date of obtaining the sanctioned building plan form BRDA. However in the event or the developer being unable to complete the project within the period aforesaid it shall be allowed a further grace period of 6 (six) months. The period stipulated above shall be calculated excluding the period civil commotion, riot, war, blasts, malicious damages, fire, strike or any other act or omission or cause beyond the control of the developer. In case the developer fails to deliver possession of the owner's allocation within the stipulated time, the developer shall pay 35000 (rupees thirty five only) per month for each delayed month.

7. DEVELOPER's RIGHTS:

a) The developer shall be entitled to advertise in its own name about the development of the 'said property' and proposed sale of flats in the multistoried buildings, and other structures to be constructed on the 'said property' and put up the advertising board in the 'said property.

b) The developer shall be entitled to enter into any agreement with any building contractor, architect, and appoint agents for the purpose of development of the said property in his own name, cost, risks and expenses.

c) The developer shall be entitled to book and allot flats/ dwelling units, parking spaces etc. or rights in the buildings and structures relating to 'B' part to be constructed so far as they relate to the developers' allocation and to enter into any package deal or arrangement in relation there to.

d) The developer or his nominees in consultation with owner's shall be solely and exclusively entitled to the developer's area and the developer will have absolute

NOTARY P.K. SINGH Reg. No. GOVT. OF BIHAR (INDIA)

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Syed. Shamsuzzoha

Syed Khalaew Eqbal

S.M. Jawed Eqbal

MD. Tabrez Ahmed
Director
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Abbove State Bank of India
Near Jain Dharamshala Tatarpur
Station

right, titled and interest over the developer's allocated area and the developer will be fully entitled to transfer, convey, grant otherwise alienate their interest in any manner as deemed fit by them to any person, associations or persons firm body corporate, cooperative society, government agencies etc. on the terms and conditions as may be decided by the developer or his nominees and owner.

8. OWNERS TO Be INDEMNIFIED :

The developer shall indemnify and indemnified the owners against any and from all losses, claims damages, costs, charges, and expenses that my be incurred or suffered by the owners in relation to the said property, and construction of new buildings/storied buildings and other structures there on and in relation there to after the effective date of handing over of the said property to the developer.

9. OWNERS TO EXECUTE DOCUMENTS :

To facilitate the construction the owners shall, at the request of the developer, sign & execute, from time to time all plans applications for layouts various deeds matter or things not herein specified and also various other documents that may be required to be signed or made by the owners relating to witch no specific provisions has been made herein the owners hereby authorize the developer to execute and sign all such deeds and documents and the owners also agrees to sign all such deeds and documents.

10. POWER OF ATTORNEY :

The landowner do herby nominate, constitute and engage M/s AZAD DEVELOPERS a Partnership Firm having Partner Nayyer azad,Rani,Mohammad Tabrez Ahmad Resident of respectively Habibpur Bhagalpur.

Are their true lawful attorney to do , execute and matters, deeds or things as may be required in terms and conditions of this Development Agreement in respect of the complex to be constructed thereon :

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MD. Tabrez Ahmad
Director
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Jain Dharamshala Tatarpur

(i) That after completion of the construction of the building Project the respective sharers i.e. developer / promoter and land owners shall be absolute owner of their respective shares and they will be entitled to sell / transfer their shares respectively as per provisions of Bihar Apartment Ownership Act, 2004 U/S 7 & 7 (2) and complete the transaction.

(ii) To appear before and Registrar or Sub-Registrar or Assurance and / or any other Officer(s) or any registration and / or admit execution of and on our behalf of any documents, deeds, instruments, writing or other assurances executed by him (Attorney) in respect of 50% share of built-up area of the Developer and to do all other acts, deeds; matters and things in relation thereto which may be requisite, desirable or necessary in terms of this Development Agreement.

(iii) To commence, prosecute, institute, defend oppose and appear and represent us in all acts and legal proceedings and also to represent us in appeal and revision proceeding whether civil, criminal, original or appellate in all applications or petitions in any court of law as also in proceeding before Revenue Authorities and / or in proceedings before BRDA Police, Revenue, Stamp, Public Works, Postal and / or Registration authorities or other Officers and to issue or accept service of writ, process or summons and do all acts and things as may be necessary to protect the interest of the Executants and the said Developer in accordance of this Development Agreement.

(iv) To nominate, engage and authorize Solicitors, Advocates, Architects, Surveyors, Engineers, as may be necessary from time to time to revoke their appointments and pay their remunerations.

(v) The Owner shall help and co-operate the Developer during construction period of Complex and sale of the Developer Area.

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Reg. No. 32881
GOVT. OF BIHAR (INDIA)

S. M. Javed Eqbal

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NsarJain Dharamshala Tatarpur
Station Road, Bhagalpur

11. MUTUAL RIGHTS:

(a) on obtaining completion certificate of the new building the developer shall give notice in writing to the owners wherefore the owners would be at liberty to take possessions of the said property known as owners allocation described in the schedule 'B' below on and from the date of receipt of notice or completion the owners shall be responsible to pay all rates taxes service charges and other outgoing in responsible to pay all rates a service chaarges and common facilities in the building proportionate to the owner allocation provided that any additional insurance premium, cost or expenses by way of maintenance for any particular use or for any portion within the owner allocation shall be paid by the owners.

(b) On completion of the building aforesaid the developer shall likewise be entitled to the saleable space including the are known as developer's allocation described in schedule –C below provided always that the developer shall be at liberty to enter into such agreement for sale of the flats / dwelling units in multistoried building etc with prospective purchaser as it may deem fit and proper at any time after execution of the agreement.

(c) The common areas within the complex shall be controlled by the owner and the developer and / or their transferees joint in such manner as they may decide mutually. No owner of any part of the said complex will have any exclusive right title and interest over the common areas and common facilities except the right to common use thereof

(d) After completion of the construction of the building project the respective sharers i.e. the developer and the land owners shall be absolute owner of their respective shares and they will be entitled to sell / transfer their shares respectively as per provisions of Bihar Apartment Ownership Act – 2004 U/S/ 7 (1). In all such transfer of the built up area, the purchasers shall bear the care of stamp duty, court fee and other registration.

12. Scheme for management :

(a) Scheme shall be framed by the parties herein for the management and the administration of the new building including the portion in common use and sharing

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Azad/Developers
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the expenses of the management, administration and maintenance of amenities in the said building including the uses thereof and such scheme and any rule and regulation framed under the scheme shall be binding on all the occupiers of the said new building including the owners allocation and in the developers allocation.

13. Restrictions as the uses of the building :

(a) Any transfer of any portion of the said buildings / bunglows / shops out of the owners allocation and or occupiers shall be bound by the provisions contained in any agreement rules regulations bye-laws and restrictions contained herein.

(b) Neither the owners nor the developers nor any person occupying any portion of the said building whether in the owners allocation or in the developers allocation shall use or permit to be used his portions or space occupies by him or his agents for carrying on any illegal or immoral trade or activities or to do or allow anything to be done that might cause any nuisance or annoyances or hazard to anybody inside the building or outside the building.

(c) No structural alteration in the building shall be made without written consent of the management of the said building subject, however, to a sanction of the concerned authorities ' if necessary.

(d) On performing their obligation under these if the owner or the developer transfers any portion out of their respective allocation such transfer shall be subject to the terms and conditions, restrictions and covenant contained herein and any document or conveyance that might be executed should recite about the present agreement.

14. MISCELLANEOUS :

(a) It is declared and agreed that these shall not be treated as a conveyance or demise or transfer of any right or title or interest in the said property to the developer excepting the right to develop and / or construct multistoried building after demolition of the existing structures and these presents shall be treated only as a license in favour of developer will developer to all acts, things, and deeds expressly provided herein.

(b) The developer will appoint a demolition contractor to demolish the existing building. The Salvage value after deducting the labour cost shall paid in full to the

Syed. Razle Rab

Syed. Shamsuzzaha

Syed Khaleem Eqbal

S. M. Javed Eqbal

Md. Tabrez Ahmad
Director
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Near Jain Dharamshala Tatarpur
Station Road, Bhagalpur

owner the demolition contractor will be fully responsible for any damage or incident white undergoing demolition work. The developer and the owner are in any way responsible and are fully absolved.

(c) The owner the developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed or construed as a partnership between owner and developer nor this agreement shall be treated as joint venture or adventure between them and the parties hereto do not constitute an association of persons.

(d) Either of the parties committing breach of these presents or any of the terms hereof shall be liable to pay compensation to the party aggrieved.

(e) It is agreed that if any levy is imposed by the BRDA, BMC, or any other Public Body or Bodies or the Government for the development / betterment of the area in which the said property is located and complex is built or any other statuary levy becomes applicable on the said property or the complex thereon, then the same shall be paid by both developer and owner as per their respective share.

(f) The owners are handing over herewith, the Xerox of all the relevant documents regarding title, possession, revenue receipt and other legal papers concerning the said property and the owners further assure and undertake to provide to the developer any documents required in connection with the said property within a reasonable time at their own expenses.

(g) After the sanction building plan by the concerned authority(s) as stated above, the owner will get the said development agreement registered with the sub-registrar of Bhagalpur. All expenses in this regard shall be borne by the developer alone.

16. ARBITRATION

It is hereby agreed by the parties to this agreement that all dispute and differences arising out of and in relation to these presents or regarding the development of the said property and / or construction of the building thereon shall be referred to arbitration under arbitration reconciliation Act, 1996. Accordingly, one Arbitrator shall be appointed by the Developer and one by the Land owners and two such appointed arbitrators shall jointly nominate a third Arbitrator who shall act as the chairman of

S. m Javed Eqbal

Director
Azad/Developers

the Board of Arbitrators. And the decision of the arbitrators shall be final and binding on them

In witness whereof the parties hereto have hereunto set and subscribed their respective hands and seal at Bhagalpur on the say, month and year first above written

| Witness | OWNER | DEVELOPER |
|---|---|---|
| 1 | 1 Syed. Fazle Rab | |
| 2. | 2. Syed. Shamshad Ha. | |
| | 3. Syed Shaheen Eqbal | |
| | 4. S.M Jawed Eqbal. | |

Syed. Fazle Rab

SCHEDULE – 'A'

" SAID PROPERTY "

MohallaTatarpur Thana kotwali –

Anchal – jagdishpur Town and District Bhagalpur under khata no – 99 plot no. – 703 Area 3525 sq feet ward no – 15 holding - 201

| | |
|---|---|
| South | |
| East | |
| West | |

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SCHEDULE – 'B'

S.M Jawed Eqbal

Syed. Shaheen Eqbal

Md. Tabrez Ahmad
Director
Azad/Developers
Abbove State Bank of India
Near Jain Dharamshala Tatarpur

( OWNER'S ALLOCATION)

( 50% ) Fifty percent of the Super built up Area of the new Building

SCHEDULE – 'C'

( DEVELOPER'S ALLOCATION)

( 50% ) Fifty percent of the Super built up Area of the new Building after making provision for the owner's allocation as described in schedule 'B' above.

SCHEDULE – 'D'

( SPECIFICATIONS )

As per the plan sanctioned by B.R.D.A the competent authority.

Security expenses. costs incurred for maintaining street lights, costs of power consumed for common facilities like water pumps, lighting in common areas, etc. internal roads, maintenance of generator, costs of diesel and other consumables for generator, etc. within the premises which shall be shared proportionately by all the inhabitant of the said multistoried building.

SPECIFICATION :

Wall and finishing : POP finishing on internal wall and snowcem & whether coats on external walls

Doors and Windows : 30/35 m.m. Thick commercial flush doors with enamel paints and 3 track aluminum windows without grill. All doors shall have wooden chaukhat.

Bathrooms : Ceramic tiles flooring with 7' high glazed tiles , white basin and commode and cp fitting with provision of hot and cold water. Sanitary ware shall be of hind ware / parry ware ad cp will be of marc / juguar / erss.

Kitchen : Marble flooring with polished granite top and 2' high glazed tiles and stainless steel sink with provision of exhaust fan.

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P. K. SINGH Reg. No. 3288J

Director Azad Developers

Flooring : Marble / Vitrified tiles

Electric wiring and fitting : concealed electric points with copper wiring with good quality accessories ( modular switches )

Water supply : 24 hours water supply through overhead tanks form deep bore well/ well provided in campus

Sewerage : necessary sewerage shall be provided through septic tanks of required capacity

Telephone and Cable : Provision of double line telephone and one cable point in drawing room and master bed room shall be made.

Parking : Pavers tiles flooring in parking areas, PCC flouring rest of the area on the ground floor up to boundary.

Common space : Flour of lobby, stairs shall be of Kota stone.

Lift : Five persons lift of reputed make

Intercom facilities : from reception to flats.

SHARE OF ALLOTMENT OF FLATS AND COMMERCIAL SPACE TO LAND OWNER IN ..... Apartment of Bhagalpur.

LAND OWNER'S SHARE

1. PROPOSED CONSTRUCTION OF .....3525 sq.ft.
   SUPER BUILT UP AREA 3000 SQ. FT Aproxx
2. OWNER'S SHARE (50% ) IN
   SUPER BUILT UP AREA
   (SUBJECT TO FINAL MEASUREMENT)

B. COMMERCIAL :

1. Proposed construction of commercial space
2. Owner' share (50%) in commercial space

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MD Tabrez Ahmad
Director
Azad/Developers
Above State Bank of India
Near Jain Dharamshala Tatarpur
Bhagalpur

List of Flats to Owner

| Sl.No. | Flat No. | Floor no. | Built up Area | S.B.U. Area |
|---|---|---|---|---|
| | | | | |
| A | 1,2,3,4 | 1st | 2850 | 570 |
| B | 1,2,3,4 | 1st | 2850 | 570 |
| C | 1,2,3,4 | 1st | 2850 | 570 |
| d | 1,2,3,4 | 1st | 2850 | 570 |

C. Total covered parking number allotted ..... Nos.

All the above specification / measurements subject to final measurement on completion of the building.

SHARE OF ALLOTMENT OF FLATS AND COMMERCIAL SPACE TO LAND OWNER IN TAHERA COMPLEX of Bhagalpur.

A. Residential

DEVELOPER'S SHARE

1. PROPOSED CONSTRUCTION OF ..... 3525 sq.ft.
   SUPER BUILT UP AREA 3000 SQ. FT
2. Developers Share ( 50%) in
   SUPER BUILT UP AREA
   (SUBJECT TO FINAL MEASUREMENT )

MD. Tabrez Ahmad
Director
Azad/Developers

S.m Jawed Eqbal

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B. COMMERCIAL

1. Proposed construction of commercial space

2. Developers share (50%) in commercial space

List of Flats to Developer

| Sl.No. | Flat No. | Floor no. | Built up Area | S.B.U. Area |
|---|---|---|---|---|
| 1. | Shop | G Foor | 2200.00 | Nil |
| 2. | Parking Area 1900 sq ft | Basment | 600.00 | Nil |

C. Total covered parking number allotted 8 Nos.

(Parking space par nos 150 sq ft )

Syed Shaheen Bgoal

Syed. Bagle Rab

Syed. Shamsuddin

NOTARY
P.K. SINGH
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GOVT. OF BIHAR (INDIA)

ATTESTED
Pawan Kr. Singh
NOTARY PUBLIC
Bhagalpur, Bihar (India)
Reg. No -3288J

18.9.21

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