Serial No. 387 Circle:-:Phulwari Sharif

Book No. :- 1 Deed No. 416

SCANNED BY

(SHASHI BHUSHAN PATHAK)
OPERATOR

Serial No. 387

Deed No. 416

दस्तावेज की जाँच किया
एवं
मूल टिप्पणी के अनुरूप सही पाया।

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

This document was presented for registration on **19/01/2017** by **Rajesh Kumar (Part)**
A Stamp Duty of Rs. **75520**/- and other Fees of Rs. **27525**/- has been paid in it.
The document was found admissible. The Names, Photographs, 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 in Book No. **1** Volume No. **10** on pages from **92** to **106** and has been preserved.

(Development Agreement)

Date: 20/01/2017 Token No: BETWEEN

Signature with Date
(**Prashant Kumar**)
Registering Officer, **Patna**

(i) **Smt. Akashpari Devi W/o late Ram Jatan Singh (ii) Sri Ram Pravesh Singh S/o Late Kamta Prasad Singh** both R/o Vill. –Beur, P.O.-Phulwarisharif, District-Patna, hereinafter referred to as the 'OWNERS' (which expression shall unless repugnant to the context or meaning there to mean and include their heir administrators executors, legal representatives, successors-in- interest and/or assigns) of the ONE PART.

R R BUILDERS & DEVELOPERS
Sign. of Executant

# District Registry Office,Patna

Token Number 415 | Reg. Year 2017 | Serial Number 387 | Deed Number

| PresType | Name | Photo | Thumb | Index | Middle | Ring | Little |
|---|---|---|---|---|---|---|---|
| Presented By | Rajesh Kumar (Part) |  |  |  |  |  |  |
| Sig. | Rajesh Kumar 19/1/17 | | | | | | |
| Claimant | Rajesh Kumar (Part) | ✕ Photo | ✕ Thumb | ✕ Index | ✕ Middle | ✕ Ring | ✕ Little |
| Sig. | Rajesh Kumar 19/1/17 | | | | | | |
| Claimant | Ram Pravesh Singh | ✕ Photo | ✕ Thumb | ✕ Index | ✕ Middle | ✕ Ring | ✕ Little |
| Sig. | | | | | | | |
| Executant | Akashpari Devi | ✕ Photo | ✕ Thumb | ✕ Index | ✕ Middle | ✕ Ring | ✕ Little |
| Sig. | | | | | | | |
| Identified By | Sanjay Kumar |  |  | | | | |
| Sig. | Sanjay Kumar 19/1/17 | | | | | | |

यह दस्तावेज़ श्री अकाश परी देवी पत्नि स्व० राम जतन सिंह
पुत्र श्री एल० पी० प्रवेश सिंह पि० स्व० कामता प्र० सिंह
मे निष्पादित किया ऐसा अभिप्रेत है या नही, इसकी
जाँच करने के लिए उसके द्वारा भारतीय रजिस्ट्रीकरण
अधिनियम (इंडियन रजिस्ट्रेशन एक्ट) सं० 16, 1908
की धारा 38, उपधारा 2 के अधीन
श्री प्रवीण कुमार
के नाम कमीशन जारी किया जाता है

निबंधन पदाधिकारी, पटना
19.1.2017

SCORE Ver.4.0 Powered by IL&FS Technologies Ltd. Biometric Captured By 2800sop021

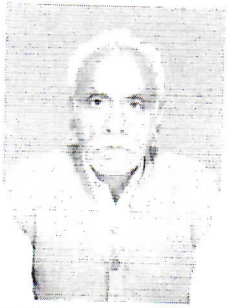
Rajesh Kumar 19/1/17

आज संध्या 5.30 बजे मैसर्स बैंकर, थाना - फुलवारीशरीफ जिला - पटना आकर श्रीमती आकाशपरी देवी ऑ० स्वर्गीय राम जतन सिंह एवं श्री राम प्रवेश सिंह पं० स्व० कामता प्र० सिंह की आँच की। उनकी पहचान श्री संजय कुमार पं० श्री अशोक कुमार ने की एवं संतोष के अनुरूप की है। अतः श्रीमती आकाशपरी देवी ऑ० स्व० राम जतन सिंह एवं श्री राम प्रवेश सिंह पं० स्व० कामता प्र० सिंह ने स्वीकार किया यह दस्तावेज उन्होंने निष्पादित की है।

19.1.17
निबंधक



19/1/17



स० आकाशपरी देवी
व० संजय कुमार
19/1/17



मो किरा निशान हमारे सामने बनाया
संजय कुमार
19/1/17





W. SANJAY KUMAR
Sanjay Kumar
S/o - Sri - Ashok Kumar
At - Ramnagri - 4
P.O - AshiyanaNagar
Patna
19/1/17



उपयुक्त रिपोर्ट से मेरा समाधान हो गया कि उक्त श्रीमती आकाशपरी देवी एवं श्री राम प्रवेश सिंह ने यह दस्तावेज निस्पादित की है तदनुसार मैं इसे निबंधन के लिए स्वीकृत करता हूँ।

निबंधन पदाधिकारी पटना
20.1.17

**AND**

**M/s R. R. Builders & Developers** A Company under Partnership Agreement having its office at 122A, Ashiana Nagar, Phase-I Through its Partner ***SRI RAJESH KUMAR*** S/o Sri JAY PRAKASH NARAYAN SINGH, Resident of 122A, Ashiana Nagar, Phase-I, Town & District -Patna, in the state of Bihar, hereinafter called the *DEVELOPER* (which expression shall unless repugnant to the context or meaning there to mean and include its executors, administrators, legal representatives successor/s in office and/or assigns) of the OTHER PART.

WHEREAS the aforesaid Owners are seized and possessed of and are Owners of or otherwise were and are sufficiently entitled to the free hold Land Measuring about **29.72 Decimil** Situated at Mauza-Beur, P.S.-Phulwari, **P.S.Code-191** District-Patna bearing, Khata No.191, Thana No.33, and Survey Plot no.1997 within the Jurisdiction of District Sub-Registrar Patna and Sub-registrar Phulwarisharif in the Town and District of Patna within the limits of Patna Regional Development Authority more fully described in schedule of the Land hereunder written, hereinafter referred to as the SAID PROPERTY.

AND WHEREAS the scheduled Property is the ancestral property of the OWNERS recorded in the name of Late kamta Prasad Singh and after his death an amiable **Mutual Partition dated 29.1.2006** was executed between the legal heirs of Late kamta Pd.Singh namely **Sri Ram Jatan Singh(now deceased) and Sri Ram Pravesh Singh and they got their names mutated and paying land rent/tax to the Government of Bihar through Circle Office, Phulwarisharif vide Jamabandi No.4030 & 4032.**

AND WHEREAS, the aforesaid owner being interested in getting a multistoried Residential Complex developed and constructed on the said property through some reputed Developer, who can develop and construct Residential Building Complex at its own cost and to acquire cash and built-up area in the said building complex as consideration for the value of the said property to be conveyed by the owner to the developer and/or its nominee/s.

AND WHERE AS, the aforesaid developer offered to develop and construct at the entire risk and liability of the owner and at its own cost a residential Building Complex namely **"BEUR MANSION"** (hereinafter referred to as the said Building) on the said property and the aforesaid owner agreed to acquire flat in the said building as consideration for value of the said land to be conveyed by

R R BUILDERS & DEVELOPERS
PARTNER

the owner to the developer or its nominee/s including a Co-Operative Housing Society, Firm, Association of persons, Body corporate e.t.c.

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

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

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

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

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

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

3.2 The owner shall, after the execution of this agreement allow every facility to the Developer their staff, Engineers, Architects, workers etc. to enter upon the

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PARTNER

happening as are beyond the control of the Developer including fire, tempest, accident, strike, lock-out exceptionally inclement weather and any other Act of God.

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

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

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

9. The owner hereby from the date of this agreement grant exclusive license to the Developer to enter upon the said landed property (more fully described in schedule written hereunder) and to take up and proceed with the development, planning and construction of the building in terms of this Development Agreement and this shall be a license as contemplated in section 60(b) of Indian Easement Act, 1982.

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

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



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there of .The owner will take written permission from the Developer in case he wants to dispose off the property.

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

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

9.5 The Developer shall be entitled to enter into agreement for Sale or otherwise allot flats, parking spaces and other tenements in the Developer's area in the said building which comprise of the total built up area of the said building excluding the built-up-area forming part of the owner area.

10. During the construction of the said building the developer may be required to create equitable or any legal mortgage of the said land and the construction thereon either in full or in part for obtaining loan for the individual purchasers of flats and parking spaces etc. In such event the owner shall have no objection and they shall join the developer in creation of such mortgage on terms to be mutually agreed. However, the Developer affirm and under take all moneys obtained as loan by pledging/ hypothecating or mortgaging the said property or creating charges on the said building under construction shall be exclusively invested for construction and Development of the said building only and the Owner shall not be liable in any way whatsoever for repayment of such loans which shall be the exclusive responsibility of the Developer.

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

11.1 In case there be any defect in the title of the owner or there be any liability or any encumbrances in such event the developer shall be entitled to have such

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PARTNER

defects cured and/or liability cleared for and on behalf of the owner and at the Developer's cost and expenses and which shall be re-imbursed by the owner.

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

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

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

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

12.Upon delivery of possession of the owner's area to the owner by the Developer and subject to the other terms and conditions contained herein before or at such earlier time as may be mutually agreed upon and for this purpose the owner hereby nominates and appoints **M/s R.R. Builders & Developers** A Company under Partnership Agreement having its office at 122A, Ashiana Nagar, Phase-I Through its Partners ***SRI RAJESH KUMAR*** S/o Sri JAY PRAKASH NARAYAN

R R BUILDERS & DEVELOPERS

SINGH, and SRI DINESH KUMAR .T S/o Late Yamuna Prasad Singh hereinafter called the *DEVELOPER* for the said purpose as their attorney to act, apply for and obtain Income Tax clearance certificate, urban land Clearance and all other permissions and approvals as may be deemed necessary by the developer in this regard and for granting such documents of title to the individual Buyers and/or its nominee/s.

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

14. The common area shall jointly be owned by all the owner's of all the portions of the said building with equal entitlement to use and enjoy all common area and facilities provided for utilization by the occupants of the said building on the same terms and conditions applicable to all for such utilization . No owner's of any part of the said building will have any exclusive right, title and interest over the common area and common facilities except the right of common use and enjoyment.

15. The owner agrees that if any levy is imposed by the Patna Regional Development Authority or any other public body or bodies or the Government for the Development/ betterment of the area in which the said landed property is located or any other levy becomes applicable on the said land or the building thereon then the same shall be paid by the owner and the Developer jointly in the same proportion as per their respective shares of built-up-area in the said building.

16. The owner agrees that in case any fine or penalty is imposed on the said building for any alleged deviation from the sanctioned plan, resulting, in any excess construction of the built-up-area then the same shall be borne and paid by the developer.

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

18. That in case of any dispute or difference between the parties arising out of relating to this development agreement the same shall be settled by the Arbitrators appointed by both the parties and such arbitration shall be conducted under the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended from time to time.

19. That it is also agreed that If Map/plan of the further floors are sanctioned by the PRDA/PMC/ Phulwarisharif nagar parishad Nizamat then the same will be Built and divided in the same Proportion as agreed above with the same terms and conditions.

20. That it has been agreed by the Owners that the Developer can acquire and amalgamate adjacent lands to the Scheduled property and develop the Whole as one Project and the OWNERS neither have nor will have any objection to the same. .

## SCHEDULE OF PROPERTY

All that piece and parcel of Land Measuring about **29.72 Decimil** Situated at Mauza-Beur, P.S.-Phulwari, **P.S.Code-191** District-Patna bearing, Khata No.191, Thana No.33, and Survey Plot no.1997 within the Jurisdiction of District Sub-Registrar Patna and Sub-registrar Phulwarisharif and bounded as follows:-

**BOUNDARY OF LAND:-**

NORTH :- Survey Part Plot No.1996.

SOUTH :- Branch Road.

EAST :- Part Plot No.1997

WEST :- Part Plot No.1997

**VALUATION OF LAND**

TOTAL AREA- 29.72 Decimil.

VALUATION :- 2,37,76,000/-

R.R BUILDERS & DEVELOPERS

## SPECIFICATIONS

1. FOUNDATION : isolated/combined/R.C.C. piling or as per structural design
2. STRUCTURAL : R.C.C. framed structure as per design.
3. CIVIL WORK : First class brick work in cement mortar / or concrete blocks as per standard specification.
4. FLOORING : All floors will be vitrified tiles.
5. PLASTER : In cement mortar 1:6 on brick/ block surface and 1:6 on R.C.C. Surface.
6. DOORS : Frames of Hard wood, Flush, door shutter with locking arrangements of standard quality and all accessories in steel fitting with safety chain locking system.
7. WINDOWS :Frames of Aluminum/UPVC with glass fitting & Ms grill.

8. TOILETS :White glazed viter Indian/European W.C,(parryware /Hindware with flushing cistern. Hot & Cold concealed water supply arrangement with C.P. fittings of ESS-ESS or Equivalent.

9. KITCHEN :Granite working top with steel sink. Tiles dado upto 2'-0" height above working top only.
10. ELECTRICAL :Concealed P.V.C. conduit wiring with standard electric accessories, Modular switches of Finolex/Anchor make & adequate light, power points for Air Conditioners, geysers in all bathrooms and kitchen and Telephone points and cable T.V, Sockets.
11. PLUMBING :All internal CPVC pipers shall be concealed.

12. FINISH :All internal walls and ceiling shall be finished with Plaster of Paris finish. All external walls shall be painted with two coats of Apex Exterior paint.
13. LIFT : Six Lifts of 12 passenger capacity of OTIS/KONE/ THYSSEN/ZENITH.
14. WALL FINISHING :All walls and roofs will be of POP finish.

15. GENERATOR :A Silent Diesel Generator with sufficient capacity to be Provided.

Note:- The above specifications are subject to such variations, additions, alterations and modifications as may be decided by the developers/architects/landowners/ and in the overall interest of the project.

Notes 1:- If certain specifications are improved upon, as per the advice of the Architect/decision of the promoters, then the customer will accept the same for which prior consent of the customer will not be required.

2. All specifications, sizes and layouts etc., are subject to such variations, additions, and modifications, as decided by the promoters/architects/society or by competent authority.

R BUILDERS & DEVELOPERS

**IN WITNESS WHEREOF** the parties hereto have executed this Development Agreement at PATNA on the Day ..... , 2017 Year first above written.

(i) S/o Jagdhari Rai
W/o Sanjay Kumar
19/11/17

(2) Rishi Kumar
19/11/17

W. (ii) Sanjay Kumar
S/o Sri Ashok Kumar
At Ramnagar
Po Ashiana Nagar
Patna
19/11/17

R R BUILDERS & DEVELOPERS
Rajiv Kumar
18/11/17
PARTNER

SIGNED SEALED & DELIVERED BY OWNERS IN THE PRESENCE OF

SIGNED, SEALED BY THE DEVELOPER IN PRESENCE OF

**WITNESSES:-**

Arvind Kumar Singh
1.Sri Arvind Kumar Singh
S/O Late Ram Jatan Singh

Deepu Kumar
2 . Sri Deepu Kumar
S/O Late Ram Jatan Singh

Rakesh Kr.
3. Sri Rakesh Kumar
S/O Sri Ram Pravesh Singh

Shailesh Kumar
4.Sri Shailesh Kumar
S/O Sri Ram Pravesh Singh

चलान का सत्यापन बैंक स्क्रौल से किया।
18.01.17
जाँच लिपिक
(महजबीन रजा)

सभी प्रकार से शोक से मुक्त पाया
19/11/17

Page 1 of 1

## 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. 475520/- | Amt.Paid By N.J Stamp Paper | Rs. 0/- |
| Addl.Stamp duty paid under Municipal Act | Rs. 0/- | Amt.paid through Bank Challan | Rs. 482045/- |

**Registration Fee**

FEE PAID

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| A1 | 20000 | C | 0 | H1b | 0 | K1a | 2000 | Lii | 0 |
| A8 | 0 | D | 0 | H2 | 0 | K1b | 0 | Liii | 0 |
| A9 | 0 | DD | 0 | I | 5000 | K1c | 0 | Mb | 25 |
| A10 | 0 | E | 0 | J1 | 0 | K2 | 0 | Na | 0 |
| B | 0 | H1a | 0 | J2 | 0 | Li | 0 | | |

TOTAL- 27025

**Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 27525**

| LLR + Proc Fee | | Service Charge |
|---|---|---|
| LLR | 0 | 500 |
| Proc.Fee | 0 | |
| Total | 0 | |

**Date: 19/01/2017**

**Registering Officer**
**Patna**

## Endorsement under section 52

Presented for registration at Registration Office, Patna on Thursday, 19th January 2017 by Rajesh Kumar (Part) S/O Jay Prakash Narayan Singh by profession Others. Status - Claimant

Rajesh Kumar
19/1/17

**Signature/L.T.I. of Presentant**

**Date:19/01/2017**

**Registering Officer**
**Patna**

## Endorsement under section 58

Execution is admitted by those Executants and Identified by the person ( Identified by 'Sanjay Kumar' age '40' Sex 'M', 'Ashok Kumar', resident of 'Rajiv Nagar Patna'. ), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

**Date : 19/01/2017**

**Registering Officer**
**Patna**

## Endorsement of Certificate of Registration under section 60

**Registered at Registration Office, Patna in Book No. 1 Volume No. 10 on page no. 92 to 106 for the year 2017 and stored in CD Volume No. 2 , year 2017. The document no. is printed on the front Page of the document.**

बिहार सरकार

**Token No. : 415 Year : 2017 S.No. 287 SCORE Ver.4.1**
**Date : 20/01/2017**

**Deed No . :d No . :**
**Registering Officer**
**Patna**

DEED NO: 416

1/19/2017
1/20/2017