



पुण्या वलकपुत्रा अहमद अली करीम

अराजी नम्वरी 10 अराजी नम्वरी नम्वरी नम्वरी नम्वरी नम्वरी

0530 (नम्वरी/कहा) फे. 11 जो अहमद अशफक करीम

जोत का सालाना नाम मद्र 1000 माला 1000 साली 1000 माला जी ज्ञाना नम्वर

माम यक्या	वर्ष	वक्या				माल
		तीन वर्ष से जादा	उरा वर्ष	2रा वर्ष	1ला वर्ष	
2016-17						
माल- (नकदी)	2-00	X			4-00	2-00
गुजारी (भावली)	0-50		1-00	0-50		
सेस	1-00		2-00	1-00		
*सुद	1-00		2-00	1-00		
मूलपरकात	0-40		0-80	0-40		
मोजान	4-90	9-80	4-90			

W.P

तफसील अदायकारी

14=70

अदायकारी वायत	वर्ष	वक्या				मोजालका ज्ञान	फाजिल
		तीन वर्ष से जादा	उरा वर्ष	2रा वर्ष	1ला वर्ष		
2016-17							
माल- (नकदी)		X			4-00	2-00	
गुजारी (भावली)			1-00	0-50			
सेस			2-00	1-00			
*सुद			2-00	1-00			
मूलपरकात			0-80	0-40			
मोजान		9-80	4-90				

- (1) मोजान कुल (लफजो मे) चौदह हजार द्वादश पैसे 14=70
- (2) नाम देहिन्दा खण
- (3) कुल वक्या

* खास माल का वक्या माल गुजारी पर (जो वाय एरो वक्या पर जिन पर कि तारफिदत नम्वरी 30) रूप में देहिन्दा जाता है।

खाता नम्वर - 7012 नम्वर
43 - 687

कानिन्दा
30/05/16

NIAGAREE BUILD. & DEVELOP. P.T. LTD

(Signature)
Managing Director



प्रतिलिपि के लिए आवेदन की तारीख Date of application for the copy. 3682 21/6/13	स्टाम्प और फोलियो की अपेक्षित संख्या सूचित करने की निश्चित तारीख Date fixed for notifying the requisite number of stamps and folios.	अपेक्षित स्टाम्प और फोलियो देने की तारीख Date of delivery of the requisite stamps and folios.	तारीख, जबकि देने के लिए प्रतिलिपि तैयार थी Date on which the copy was ready for delivery.	आवेदक को प्रतिलिपि देने की तारीख Date of making over the copy to the Applicant.
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न्यायालय अंचल अधिकारी, पटना सदर

कैम्प दाखिल खारिज वॉर्द सं. 113 / 13-14

आज दिनांक 14/5/13 को नाम प्रबन्ध कैम्पस में आयोजित कैम्प में श्री/श्रीमती जमदानी करीम की साना करीम वल्द/पति गौहर अमर अमरफाक करीम ग्राम बाल गीत चकणगो वेदी थाना शिफा करीम जिला वैशाली के द्वारा निम्नांकित घसीका नं. 13588 दिनांक 27-11-06 के द्वारा जमीन का दाखिल खारिज के लिए अनुरोध किया है।

जमीन का विवरण

मौजा	थाना नं.	खाता	प्लॉट	रकबा	लगान
बेषमपुर दुआरा	10	43	687	53.	200

कैम्प में उपस्थित राजस्व/कर्मचारी पर अंचल निरीक्षक से जाँच करायी गयी। जाँच प्रतिवेदन अभिलेख में संलग्न है। उनलोगों ने आवेदक के नाम से दाखिल खारिज करले की अनुशंसा किए हैं। कैम्प में उपस्थित व्यक्तियों को नामान्तरण की दशा में कोई आपत्ति नहीं है।

अतः राजस्व कर्मचारी एवं अंचल निरीक्षक की अनुशंसा के आधार पर दाखिल खारिज स्वीकृत किया जाता है। शुद्धि पत्र निर्गत करें।

लेखापित
 ह'0 अस्पष्ट
 अंचलाधिकारी, पटना सदर

NIAGAREE BUILD. & DEVELOP P.T. LTD
 ह'0 अस्पष्ट

Manaqina Director
 अंचलाधिकारी, पटना सदर

लिखा
 21/6/13

तुलना किया
 28/6/13

प्रमाणित सच्ची प्रतिलिपि

 प्रबन्धक निपिष्ठ
 सरकार के पत्र सं. 145/13 दिनांक 28-6-13



395

बिहार सरकार
जिला निबंधन कार्यालय, पटना

दिनांक 27/11/2006 को श्री/श्रीमती Mr. Ahmad Raza Karim द्वारा यह दस्तावेज निबंधन हेतु उपस्थापित किया गया। इसमें रु० 82560/- मद्रांक शुल्क एवं रु० 42084/- निबंधन तथा अन्य शुल्क का भुगतान किया गया। दस्तावेज ग्राह्य पाया गया। जिन लेखाकारियों ने मेरे समक्ष इसका निष्पादन स्वीकार किया उनके तथा उनके पहचानकर्ता के नाम, फोटो, अंगुलियों के निशान एवं हस्ताक्षर पीछे अंकित हैं। इसे दस्तावेज सं० 13588 के रूप में पत्रक सं० 1 को जिल्द सं० CD 49 में आज निबंधित एवं कुल 10 पृष्ठों में संधारित किया गया। 732

345-404

ह०
(Mukta Verma)
निबंधन पदाधिकारी

Date : 27/11/2006

1. NAME & ADDRESS OF THE DONORS :-

- (1) MR. AHMAD RAZA KARIM,
 - (2) MR. AHMAD MUJTABA KARIM,
 - (3) MR. AHMAD MUZAFFAR KARIM,
- All Sons of Late Ahmad Karim Rahmani,
Resident of village- Chakjado Tola
Tainda, Police Station- Baligaon,
District- Vaishali.

*Expected to deed of gift
read the contents and found
correct
Ahmad Raza Karim
27/11/06*

श्री अमीर अहमद

27.11.06

27/11/06

MAGAREE BULLI

[Signature]
Managing Director

SCANNED

(4) MRS. BIBI JAMAL ARA KHATOON, Daughter of Late Ahmad Karim Rahmani, Resident of Village & Post- Milkichak, Police Station and District- Darbhanga.

(5) MRS. BIBI SHAMARA KHATOON, Daughter of Late Ahmad Karim Rahmani, resident of Village & Post Balasath, Police Station- Nampur, District- Sitamarhi, Indian Citizen.

Ahmad Karim
29/11/86

2. NAME & ADDRESS OF THE DONEES :-

(1) AHMAD ALI KARIM,

(2) SANA KARIM,

(3) SHEFA KARIM,

All minor son and daughters of Mr. Ahmad Ashfaqe Karim, under the guardianship of their natural father and well wisher Mr. Ahmad Ashfaqe Karim, Son of Late - Ahmad Karim, Rahmani, Resident of Village-Ghakjado Tola Tainda, P.S. Baligaon, District-Vaishali, at present residing at Ashiana Road, Police Station- Shastri Nagar, District- Patna, Indian Citizen.

صحيح
للك
22-11-86
مستوفى

3. NATURE OF THE DOCUMENT

DEED OF GIFT.



MAGAREE BUILD. & DEVEL. P. LTD

(Handwritten signature)

Managing Director

4. VALUATION OF THE PROPERTY :-

RS. 10,32,000/- (Rupees Ten lacs Thirty two thousand) only.

5. DESCRIPTION OF THE PROPERTY UNDER TRANSFER :-

All that piece and parcel of Residential land measuring an area of 3 Kathas (Three Kathas) equal to 4083 Sft. Situated at Mohalla- Samanpura, Branch Road, Mauza - Salempur Dumra, Police Station- Shastri Nagar, Pargana and Survey Thana- Phulwari Sharif, Sub and Sadar Registration office and District- Patna, under Survey Thana No.10 (Ten), Tauzi No. 5295, Khata No.45 (Forty five), Part of Cadastral Survey Plot No.687 (Six hundred eighty seven), Annual Rent 0.90 paise besides cess payable to the Govt. of Bihar through the Circle Officer- Sadar Patna. The land is Situated within the jurisdiction of P.R.D.A. and in Ward No.4 of the Patna Municipal Corporation and the same is bounded as follows :-

NORTH :- Survey Plot No.689.

SOUTH :- 10' feet wide Branch Road thereafter Kailash Yadav and others.

EAST :- Part of the same Plot No. 687^{Mrs} Nuzhat Nasrin.

WEST :- Part of same Plot No. 687.

*Ahmad Nazim
27/11/06*

*Executed the deed of gift
read the contents & found correct
Ahmad Nazim
27/11/06*



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[Signature]
Managing Director

RECITALS

WHEREAS, the property fully described in column no.5 above is ancestral property of the Donors as the same was purchased by the father of the Donors namely Ahmad Karim Rahmani through a Registered Deed of Absolute Sale from Panpati Devi Wife of Ram Dayal Singh, Resident of Mohalla-Salempur Dumra, P.S. Shastri Nagar, District-Patna, vide Sale-Deed No.13369, for the year 1988, entered in Book No.1, Zild No.42, Pages No. 438 to 444 dated 15.12.1988 registered at Hajipur Registry office and since then the same was in exclusive peaceful possession of Ahmad Karim Rahmani (father of the Donors) till his life time, and he also mutated his name over the same and paid the rent to the Government of Bihar through the Circle office- Sadar Patna over Jamabandi No. 1293. Lateron, the father of the Donors died leaving behind the Donors and the father of the Donees namely Mr. Ahmad Ashfaqe Karim as legal heirs.

AND WHEREAS, the donee no.1 is nephew and the donee no.2 and 3 are the nice of the Donors and there is good relation between the Donors

کے نام سے
 1988ء
 کی طرف سے

میں نے اپنے بھائی کے نام سے
 یہ زمین خریدی ہے
 اس کے بعد اسے اپنے
 بیٹوں کو بخش دیا ہے
 1-2-11



NIAGAREE BUILD. & DEVELOP. PVT. LTD

[Handwritten signature]

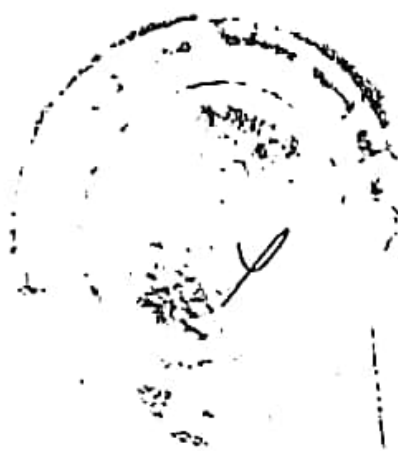
Managing Director

and the Donees as well as their father Mr. Ahmad Ashfaq Karim and with the above view in end, the Donors in the enjoyment of their sound health and unimpaired intellect expressed their desire and offer to give the property mentioned above in this deed to the Donees out of their own sweet will and free desire without any pressure, undue influence and coercions and the Donees accepted the offer made by the Donors.

محمد احمد اشفاق کاریم

NOW THIS INDENTURE WITNESSETH that in pursuance of the said decision and in consideration of love and affection cherished by the Donors for the Donees, the Donors by these presents make a gift transfer in favour of the Donees with regard to the property mentioned above in column no.5 and the Donors hereby delivered the possession over this property hereby gifted to the Donees who have and to hold generation after generation as absolute owner thereof and the Donors hereby

تسليم سے پہلے مضمون پر ہوا کرشن و سچو لیا
بی بی شیخ آرا خانم بخش نام
۲۰۰۶



NIAGAREE BUILD. & DEVELOP. PVT. LTD.

(Handwritten signature)

Managing Director

declares that whatever the right, title and interest and authority they have had in the gifted property shall pass over to the donees from today and as such it is liberty to use the same in the way the donees likes.

Ahmad Nazeem
27/11/06

AND WHEREAS, neither the donors nor their any heirs or legal representatives or successors-in-interest shall have any claim right, title and interest in the property mentioned above in this deed and if any person or the donors themselves make any claim or any right, title and interest or possession in the gifted property, that claim shall be deemed to be illegal, invalid and without jurisdiction and not entertainable in any court of law.

IN WITNESS WHEREOF, the donors have executed this Deed of Gift on this the 27th day of November, 2006, in favour of the



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Managing Director

donee in presence of following witnesses.

WITNESSES:

1. Fakhre Imam Ahmed
At P.O Balasabth
via - Raipur
Distt: sitamarhi
27-11-2006

2. Bimlesh Kumar Singh
S/O Late Jugal Singh
Sheikhpura
P.S. Ishastri Nagar
Dintl Patna
27.11.06

SIGNATURE OF THE DONORS.

1. Ahmad Nazo Karim
27/11/06

2. ...

3. Ahmad Nazo Karim
27/11/06

4. بی بی جمال آرافاتون

5. ۲۰۰۶، ۱۱، ۲۷


بی بی شیخ آرافاتون
۲۷/۱۱/۰۶

Accepted this deed of gift
for and on behalf of his son and
daughters. Ahmad Nazo Karim
27/11/2006

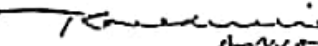
SIGNATURE OF THE DONEES.

As witness and natural father

Typed by:-

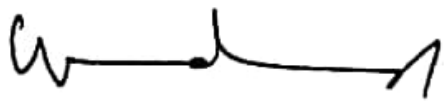

(O.P. Keshri)
C. B. A. Patna-1.

Drafted by:-


C. B. A. Patna
27.11.06



NIAGAREE BUILD. & DEVELOP. PVT. LTD



Manaqina Director

Endorsement of Certificate of Admissibility (Rule - 35)

Admissible under Rule 21 (duly stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I A, No. 33 Also admissible under section 20(a) of the U. I. Act

404

Stamp duty paid under Indian Stamp Act Rs.
Addl Stamp duty paid under RDAMunicipal Act Rs
Fee Paid

01920
20040

A1	41200	1	0	K2	0	Na	64
A8	0	J1	0	L1	0	LLR	600
A9	0	K1a	0	L1	0	Prod.	60
A10	0	K1b	0	L11	0	Gen	200
E	0	K1c	0	Mb	0		

Total Reg Fee 42084

Date :

29/11/06

29/11/06
Registering Officer

Endorsement under section 52

Presented for registration at 101 on the day, 29/11/06 at the
Patna D. R. O/ Sub-Registry Office by Ahmad Raza Karim
(Self) son/wife of Late Ahmad Karim Rahmani by profession
Others.

Ahmad Raza Karim
Signature of Presentant *29/11/06*

29/11/06
Registering Officer

Endorsement under section 58

Execution is admitted by persons and identified by others whose names, photographs, fingerprints and signatures are affixed on the reverse pages of the instrument

Date :

29/11/06
Registering Officer

Endorsement of Certificate of Registration under section 60

Registered in Book 1 of DSRO/ SRO Patna having 10 pages in the volume CD-49
and document no. of which is printed on the First page of the document.

Date :



SCORE Ver -1.0

29/11/06
Registering Officer

MAGAREE BUILD. & DEVELOP. PVT. L

Managing Director

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

बिहार BIHAR
Serial No. 25199

10615 28913 100 ...
Deed No. 24179 L 441618
नियमित प्रत्येक 275 340 पर 10/09/2013

Govt. of Bihar
District Registry Office, Patna

Summary of Endorsement

This document was presented for registration on 28/09/2013 by Naushad Alam (M.Dir.)
A Stamp Duty of Rs. 444800/- and other Fees of Rs. 3625/- has been paid in it.

The document was found admissible. The Names, Photographs, Fingerprints and Signatures of Executants and their Identifier, who have admitted execution before me, are affixed on the reverse page.

The document has been registered as Deed No. 24179 in Book No. 1, Volume No. 530 on pages from 333 to 352 and has been preserved in total 20 pages in C.D. No. 82 / Year 2013

Date: 03/10/2013

Token No: 25817 /2013

SCANNED

Challan No. 109,110 dated 28.09.2013

DEVELOPMENT AGREEMENT

This Development Agreement made and entered into at Patna on this 28th Day of September 2013.



मि. अ. अ. अ.

28/9/13



D. by
A. O. P.

Naushad Alam
28.9.2013

Signature with Date
(Ashok Kumar Thakur)
Registering Officer, Patna

For NIAGAREE BUILD. & DEVELOP. PVT. LTD.

Managing Director

Suman Kishore

NIAGAREE BUILD. & DEVELOP. PVT. LTD

Managing Director

28/9/13

(2)
BETWEEN

1. Huzhat Hasteen daughter of Mr. Shamshul Hossain resident of village Chakjoda Tola Harichandrapur Taluka P.O. Durgah Baba P.S. Balgaon District Vanshal in the State of Bihar Nationality Indian First Set

2. Ahmad Ali Karim Minor son of Ahmad Ashfaqus Karim

3. Sana Karim Major

4. Shiela Karim Minor both daughters of Ahmad Ashfaqus Karim, Huzhat Hasteen, self mother & natural guardian of her minor son Ahmad Ali Karim & daughter Shiela Karim named above all resident of Village Chakjoda Tola Taluka, P.S. Balgaon, District Vanshal presently residing at Ashiana Road, P.S. Shastri Nagar District Patna all by Nationality Indian.

Second Set

Including their legal heirs, successors, legal representatives and assignees called Land owners, REFERRED TO AS FIRST PARTY

AND

M/s Niagaree Builders & Developers Pvt. Ltd. registered under Company Act 1956 bearing registration no B297, having its registered office at Pathal Kudwa Chowk, P.S. Lower bazar, Ranchi-1, Jharkhand and office at #503, Adharshila Complex, South Gandhi Maidan Patna, (Bihar) represented, through its Managing Director, Mr. Naushad Alam S/o Mr. Adalat Hussain, New Azimabad colony (near masjid), Dargah Road, P.O. Mahendru, P.S. Bahadurpur, Dist. Patna, including his office successors, directors, Promoters, partners, legal representatives and assignees called Builders/Developers, REFERRED TO AS SECOND PARTY.

Sana Karim

Naushad Nauree

MANAGER BUILD. & DEVELOPER PVT. LTD.

28/09/13

FOR NIAGAREE BUILD. & DEVELOPER PVT. LTD.

Managing Director



(3)

WHERE AS, the property more fully described in schedule-A is the Purchase property of the land owner No 1 (Nuzhat Nasreen), by virtue of registered sale deed bearing Deed No. 13370 in Book No 1, Volume No. 42, Pages 445 to 451, dated 15-12-1988 which was registered at Patna registry office purchased from Panpati Devi wife of Ram Dayal Singh resident of Salempur Dumra P.S. Shastri Nagar District Patna and from the date of purchase the said vendor owned and possessed as absolute owner thereof.

Nuzhat Nasreen

28.9.2013

WHEREAS, the property more fully described in schedule-B is the Gifted property of the land owners No 2 to 4 (Ahmad Ali, Karim, & others), by virtue of registered Deed of Gift bearing Deed No. 13588 in Book No 1 Volume No. 732 Pages 395 to 404, C. D No. 49 Serial No. 15471, token No. 15523, dated 27-11-2006 which was registered at Patna registry office and from the date of Gift the said vendors owned and possessed as absolute owner thereof.

And whereas, the said landowner (Nuzhat Nasreen) got her name mutated in circle office of Sadar Patna Vide Jamabandi No. 2250 and where upon the revenue rent receipt has been issued in her name and she has been paying the revenue rent to the government of Bihar regularly and obtaining the rent receipts.

(a) It is further represented and declared by the owner (1st Party)

(i) That the said property is under their exclusive possession with absolute right, title and interest free from all encumbrances to transfer and convey the whole or part of the said property having a fully marketable title thereby.

(ii) That the 1st Party has not created any encumbrance on the said property or any part thereof by way of sale, mortgage, exchange, lease, trust, assessment, rights, gifts, liens leave and license, permissive possession, charges or any other encumbrance what so ever.

FOR NIAGAREE BUILD. & DEVELOP. PVT. LTD.

28/09/13

NIAGAREE BUILD. & DEVELOP. PVT. LTD

(4)

(iii) That no notice or notification for acquisition/requisition under any of the status of the past or presently in- force, have been received, served on either by the P.M.C., Income Tax Department or any other Government authorities, for acquisition or requisition of the said property or any part thereof.

(iv) That there are no attachment either before or after judgment and there are no claim, demand, suits, desire, injunctions orders, lis-pending, notice, petitions orders notice, or any part thereof.

(v) That apart from the 1st Party none else is entitled to or has any share, right, title or interest over and in respect of the said property or any part thereof as partner of partnership or co-sharer in any joint family in any other manner howsoever .

(vi) That the 1st party is not benamidar or trustee in respect of the said property or any part thereof. And whereas the 1st party is interested in getting residential building/ buildings developed and constructed on the said property of 1st Party by amalgamating their said property to adjoining land of other landowners subject to P.M.C., Patna or any other competent authority approval.

(b) The aforesaid developer (2nd Party) offered to develop and construct at its own cost residential building/ buildings consisting of Flats and parking space on the said property of the 1st Party as well as adjoining land of others land owners. The 1st Party/Landowner will have no objection if 2nd Party/ Builder will amalgamate the land of other adjoining landowners.

(c) As a result of the negotiations between the parties here to and on the representations and declaration made by the landowner as here in recorded, an Agreement for development of the said property by the aforesaid developer has been arrived at between the parties hereto on terms and conditions hereinafter appearing.

NIAGAREE BUILD. & DEVELOP. PVT. LTD.

Nuzhat Nareech

28.9.2013

28/09/13

For NIAGAREE BUILD. & DEVELOP. PVT. LTD.

Same Kazi

(5)

NOW THIS DEED PRESENTS WITNESSETH AND IT IS
HEREBY AGREED BY AND BETWEEN THE PARTIES
HERE TO AS FOLLOWS:-

1. The 1st Party hereby appoints the aforesaid developer as the developer of the said property and grants to the developer who hereby accepts from the 1st Party the right to develop the said property in the schedule hereunder written in the manner and on the terms and conditions hereinafter mentioned.
2. Immediately after the execution of this development agreement, the developers shall proceed expeditiously with preparation of the plans, drawings of the said building.
3. The developer shall submit the plan of the building for sanction to P.M.C., Patna and or any other competent authorities. The 1st Party shall have no objection if the aforesaid building plans are submitted to local authority (i.e.) in the name of the 1st Party or any other permissions, approvals are obtained in their name and agreed to sign all such papers that may be deemed necessary by the developer for the same. However, all fees, costs, charges and expenses relating to such approval sanctions shall be born by the developer (2nd Party).
4. That as consideration for the transfer of the said land the developer shall construct, complete and deliver free from all encumbrance to the 1st Party 50% (Fifty percent) of the total built-up area including parking space in said building complexes/apartments and area to be delivered to the 1st Party hereinafter referred to as the 1st Party's portion shall be constructed in accordance with plan approved by the P.M.C., Patna/ or any other competent authority.

Nuzhat Nariem

28.9.2013

For NIAGAREE BUILD. & DEVELOP. PVT. LTD.

28/09/13

Raviz

(6)

5. That as consideration of the cost of development and construction of the said building, the developer will get 50 % (Fifty Percent) of the total built-up area including car parking space.
6. Common space will be used by 1st party and developer (2nd Party) jointly.
7. That the portion of the building which has to be delivered to the 1st Party shall be constructed and delivered complete in every respect with livable condition to the 1st Party within - 2 ½ years (Two and half years) from the date of the sanction of Map from PMC, or any other competent authorities with a grace period of six months. It is further agreed that if the developer fails to fulfill the above stipulations (i.e. 3 years) (Three years) as regards to time of delivery then the Developer shall pay to the 1st Party compensation at the rate of Rs. 50,000/- (Rupees Fifty Thousand only) per month from the date of expiry of the aforesaid (Three and half) years period till the date of delivery, except the delays is not caused due to hindrance from the government bodies/ natural calamities, title defect in land documents etc. which may be beyond the control of the builder/ developer
8. That the entire construction of the proposed building on the aforesaid piece of land shall be completed at the cost to be arranged by the builders alone and the 1st Party shall not be financially responsible for any delay.
9. The first party shall handover the said piece of land absolutely to the builder (2nd Party) soon after the signing of this Development Agreement and also agreed to sign, execute, deed/deeds, papers and documents as may be required for fully assuring the right, title of the builder over the builders shares in proposed buildings and further undertake that their (1st Party) share in the proposed building is adequate, reasonable in the lieu of the transfer of aforesaid piece of land.

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FOR NIAGAREE BUILD. & DEVEL. PVT. LTD.

Sans Kanti

(7)

10. That it is further agreed and undertaken by the developer that 1st Party shall have right, title, ownership interest possession over the super built-up area 50% (Fifty Percent) allotted to them, including car parking space. The 1st Party shall be fully entitled to enjoy the above super built-up area either themselves individually or collectively and shall be fully entitled to transfer, convey, grant otherwise alienate or transfer their interest in any manner as deemed and fit by the 1st party to any person, association, government agencies etc. on such terms and conditions as may be decided by the owner individually or collectively.

11. Similarly, the developer shall exclusively be entitled to the developer's area 50% (Fifty Percent) including car parking space. And they shall have absolute right, title and interest over the developer's area as per the deed of conveyance executed by the 1st Party to the developer. The developer shall be fully entitled to enjoy the above super built-up area either individually or collectively and shall be fully entitled to transfer, convey, grant, otherwise alienate their interest, in any manner as deemed fit by developer to any person, association of person, firms body, corporate, co-operative society, government agencies etc. on such terms and conditions as may be decided by developer.

12. It is hereby expressly irrevocably agreed & declared by the landowner (1st Party) that delivery of possession of 1st Party's area 50% (Fifty Percent) of the total built-up area, including car parking space of the said building in the manner provided herein shall be deemed to be fit, reasonable and adequate consideration for aforesaid property agreed to be conveyed as here in above by the 1st Party to the developer.

Nuzlat Naveen
28.9.2013

For NIAGAREE BUILD. & DEVELOP. PVT. LTD.
28/09/13
Managing Director

ms. Kande
28/9/13

NIAGAREE BUILD & DEVELOP. PVT. LTD

(8)

13. The 1st party shall at no time demand sum or premium or any interest in dealing regarding transfer of developer's area 50% (Fifty Percent) and the landowner (first party) shall execute all such deeds and documents as may be legally required by the developer in that regard after handing over 1st Party's portion.

14. This agreement shall not be deemed to constitute a partnership of any part between the parties hereto.

15. The First Party hereby irrevocably undertakes not to sale, dispose of, alienate, charges, encumbrance, lease or otherwise transfer the said property or any part thereof during the currency period of this agreement and undertakes 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 developers in possession thereof for the development. The owner shall at no point of time during the currency period of this agreement try to dispossess the developer from the said property.

16. The developer shall develop property in their own names and account and at their own cost and shall alone be responsible for the development of this said property.

17. As after the date here of, the developer shall be deemed to be in possession of the said property and shall be free to do all acts, deeds and things required for the construction of the said buildings at the developer's own cost and expenses, as per sanctioned plan map.

18. The Developer shall be entitled to enter into Agreement for sale or otherwise to allot Flats and parking space and other tenements comprised in the developer's area in the said buildings which does not form part of the 1st Party's area and developer shall, exclusively be entitled to realize all amounts receivable under such agreements, transfer deeds, deeds of allotment etc. in respect of the developer share.

Nuzheet Nanyan

28.9.2013

28/09/13

For NIAGAREE BUILD. & DEVELOP. PVT. LTD.

Managing Director

NIAGAREE BUILD. & DEVELOP. PVT. LTD

Sana Kaur

28/9/13

Managing Director

(9)

19. After delivery of the 1st Party area to the 1st Party all out going in respect of the said property and the said building therein all taxes/charge shall be borne and paid by the owner and the developer and their nominees proportionate to their respective shares in the total built-up area.

20. That the First Party hereby authorizes the builders the full freedom to do all acts deed and things as necessary connected with the development and construction of the proposed multistoried buildings/apartments in general and grant the following specific power to the builders in particular to develop & construct the aforesaid buildings and to sale, lease out, mortgage or transfer the builder's shares.

(a) To appoint technical persons, architects, engineers, surveyors, contractors and management personnel etc. for the construction, development and all allied jobs and activities of the proposed multistoried buildings.

(b) To correspond, apply and deal with and to make representation to central/state government departments/offices/ authorities whatsoever and whenever required in connection with or relating to the development and construction of the proposed multistoried building/ buildings.

(c) To put up sign boards depicting name of the scheme, name of the builders, architects etc. on the site of construction of the aforesaid piece of land.

(d) To accept any writ or summons or notice on behalf of the 1st Party and to appear/represent, them during the legal process in any court in respect of schedule property.

(e) To sign, execute, enter into agreement for sale, to execute sale deed, to receive consideration money from prospective purchasers, to modify, cancel, alter, present for registration and admit registration of all papers documents, sale deed or lease deed, contract agreement, insurance applications, declaration and other documents in connection with the builder's shares.

Nuzlat Nareek

28.9.2013

28/09/13

For NIAGAREE BUILD. & DEVELOP. PVT. LTD.

(10)

(f) To sign, enter into, modify, cancel, alter, present for registration and admit registration of all papers, documents, contract agreement, sale deed or lease deed or mortgage deed or deeds, applications, declaration and other documents in connection with Builder's shares.

(g) To carry out, comply with, and do every act, deeds, matters, and things as may be required for sale of Builder's shares Flats/ Parking etc.

(h) To take loan in account of builder's shares from any financial institution (private/Government) for construction of the said building/ buildings.

21. That the possession of Flats and Parking space of the first party share shall be deemed to be taken over by them after 15 days from the date of receiving intimation relating to it in the forms of notice/letter from the builders after completion of the complex/ complexes.

22. As far as the total built-up area minor variations therein the proposed complex on the aforesaid piece of land is concerned, the builders undertake that they will construct the same as per the principle and bye laws laid down by P.M.C., Patna.

23. Any addition or subtraction in total built up area shall be shared by the first party and developer proportionally to their share.

24. Open terrace will remain open to all the occupants of the building complex jointly.

25. That 2nd Party shall construct the aforesaid building by using good quality building materials as per specification which is enclosed here as schedule-B and 2nd Party shall also construct the aforesaid buildings according to map approved by P.M.C. or any other competent authority.

Nuzhat Narech

28.9.2013

2013/09/13

FOR NIAGARE BUILD. & DEVELOP. PVT. LTD.

Managing Director

Sans Kaur

28/9/13

NIAGARE BUILD. & DEVELOP. PVT. LTD

(11)

26. The land OWNER agree and undertake that they shall execute Registered Development Agreement according to Bihar Ownership Apartment Act 2006, and Bihar Ownership Apartment Rules 2006, and in this Act there is further no need of Power of Attorney in favour of DEVELOPER and/or its nominee or nominees so that no hindrance or obstruction is caused to the DEVELOPER in carrying out and discharge its obligation under these present and thereby giving the DEVELOPER right and authority to have enjoy peaceful possession of the said property for the purpose and to do all such acts, and/or things that may be necessary for the Development, planning, constructing of the said building/ buildings and sale of the developer's area.

27. That after the construction and completion of the project the respective share OWNER i.e. DEVELOPER/promoter and the land OWNER, shall be the absolute OWNER of their share and they will be entitled to sell/Transfer their share and as per the Bihar Apartment Ownership Act. 2006 and Bihar Apartment Ownership Rules in section 5(1) clearly declared their shares as absolute.

28. That developer has paid non refundable amount of Rs 60,00,000/- (Rupees Sixty Lacs Only) in the following manner, Rs.40,00,000/- (Rupees Forty Lac Only) Vide RTGS No. ICICH13084064389 dated 25-03-2013 of ICICI Bank, Cheque No. 224217 and Rs.20,00,000/- (Rupees Twenty Lacs Only) Vide Cheque No 224218 dated 25-03-2013 of ICICI Bank to the land owner. And the land owner has acknowledged the same.

29. That the aforesaid land owners previously entered into development agreement with the developer aforesaid on dated 06.04.2013 which is part of this deed and the land owners and developer fulfil all the terms & conditions of the development agreement dated 06.04.2013.

NIAGAREE BUILD. & DEVELOP. PVT. LTD

Nuzhat Naryeen

28.9.2013

For NIAGAREE BUILD. & DEVELOP. PVT. LTD.

28/09/13

Managing Director

Sana Khatun

(12)

30. That in case of any dispute or difference between the parties arising out 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 provisions of the Indian Arbitration Act, as amended from time to time.

IN WITNESS WHEREOF, the parties hereto have set their respective hands to this indenture on the day month and year as mentioned above.

Nuzhat Nasreen
(Nuzhat Nasreen) 28.9.2013

Sana Karim 28/9/13

(Sana Karim)

SIGNATURE OF THE LAND OWNER

For NIAGAREE BUILD. & DEVELOP. PVT. LTD.

(Handwritten Signature) 28/09/13

Managing Director

(Naushad Alam)

For. M/S NIAGAREE BUILDERS & DEVELOPER PVT. LTD

INCOME TAX PAN: AAACN9905E

SIGNATURE OF THE DEVELOPER

WITNESSES:

① Sajid Imam
S/o - Abdur Rasheed
Ashiana Road
Samarpura P.S -
Shakti ...



2) Shoaib Ahmad 28/09
S/o Khairuddin Ahmad
C-91, Chaitubag
Patna.
NIAGAREE BUILD. & DEVELOP. PVT. LTD

(13)

SCHEDULE "A"

All that piece and parcel of landed property measuring an area Three Kathas equivalent to 4083 Sq. ft. equivalent 0.375 Decimals situated at Survey Mauza Salempur Dumar P.S. Shastri Nagar District Patna within the jurisdiction of Sub and Sadar Registry office, Patna, under Khata No. 43, Plot No., 687 Tauzi No., 5295 Survey Thana No. 10, Circle No. 252, Ward No. 34(Old) and 1(New) Holding No. 297B Zone-03 Government land valuation List Serial No 567.. Annual rent 0.90.Paise only payable to the state Government of Bihar through Circle Officer Sadar Patna. Which is under dissolved Patna Regional Development Authority Patna, which is bounded as follows:-

BOUNDARY

NORTH :- Survey Plot No. 689 (Narendra Singh)
SOUTH :- 10 Feet Wide Road left by the Vendor from her own land which will be used by the vendor and vendee both thereafter the land of Kailash Yadav and other
EAST :- Branch Road (Samanpura inside Br. Road)
WEST :- Part of same Plot 687 (at present Purchaser Ahmad Karim Rahmani)

SCHEDULE "B"

All that piece and parcel of landed property measuring an area Three Kathas equivalent to 4083 Sq. ft. equivalent 9.375 Decimals situated at Mohalla Samanpura Branch Road Survey Mauza Salempur Dumar P.S. Shastri Nagar District Patna within the jurisdiction of Sub and Sadar Registry office, Patna, under Khata No. 43, Plot No., 687(P)

28/09/13
FOR NIAGAREE BUILD. & DEVELOP. PVT. LTD.

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28/09/13

(14)
Tauzi No. 5295 Survey Thana No. 10, Zone-03
Government land valuation List Serial No 567 Annual rent
0.90.Paise only payable to the state Government of Bihar
through Circle Officer Sadar Patna. Which is under dissolved
Patna Regional Development Authority Patna, which is
bounded as follows:-

BOUNDARY

NORTH :- Survey Plot No. 689
SOUTH :- 10 Feet Wide Branch Road thereafter
Kailash Yadav and other
EAST :- Part of the same plot No. 687 Mrs. Nuzhat
Nasreen
WEST :- Part of same Plot 687

Schedule- B

GENERAL SPECIFICATION

Foundation : Short bored under reamed ground piles
or as per the design of structural
Consultant.
Super structure : - RCC framed structure with partition
wall of brick work in cement mortar
Roof Slab :- RCC Roofing Slab.
Flooring :- Vitrified / Marble flooring will be
provided.
Electric Wiring : - Concealed PVC conduit wiring using
copper conductor with best quality
electrical accessories. The builder will
not provided fans, bulbs tubes. Etc.

For NIAGAREE BUILD. & DEVELOP. PVT. LTD.

Managing Director

Nuzhat Nasreen

28.9.2013

Sana Khatun

NIAGAREE BUILD. & DEVELOP. PVT. LTD

Managing Director

- (15)**
- Kitchen : - Kitchen top slab of granite, 2' height
- Interior Finish : - glazed tiles on dado with steel sink
- Exterior Finish : - All Interior surfaces shall be provided with Wall Putty.
- Door : - All Exterior surfaces shall be provided, With whether shield paint over wall putty on plastered surface.
- Window : - Sallwood door frames, factory made commercial ply wood flush doors shutter with one side Teak finish shall be provided.
- Painting : - Fully glazed Aluminums windows shall be provided.
- Lift : - Door shutter shall be painted with two coats enamel paint of approved make and shade over a coat of primer.
- Generator : - One Lift of adequate capacity shall be provided.
- Inter com & C.C.T.V- : - Generator facility of adequate capacity will be provided.

Inter com & C.C.T.V- Shall be provided.

Full Details of Land Valuation:-

1. **Total Area of Land 18.75 Decimals**
Total Cost of Land Valuation come to Rs.
2. **2,15,65,000/- Only**
3. **None Refundable Security Rs. 60,00,000/- Only**
Cost of Boundary Wall Rs. 50,000/- Only
Total Rs. 2,76,15,000/- Only

NIAGAREE BUILD. & DEVELOP. PVT. LTD

28/09/13

Nuzhat Nareen

28.9.2013

(16)

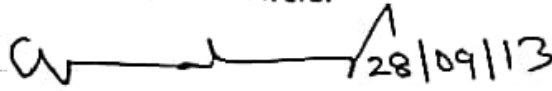
IN WITNESS WHEREOF, the parties hereto have set their respective hands to this indenture on the day month and year as mentioned above.

Nuzhat Nasreen
28.9.2013
(Nuzhat Nasreen)

Sana Karim
28/9/13
(Sana Karim)

SIGNATURE OF THE LAND OWNER

For NIAGAREE BUILD. & DEVELOP. PVT. LTD.

 28/09/13

(Naushad Alam) *Managing Director*
For. M/S NIAGAREE BUILDERS & DEVELOPER PVT. LTD
INCOME TAX PAN: AAACN9905E
SIGNATURE OF THE DEVELOPER

WITNESSES:

Shoaib Ahmad 28/9/13
S/o Khairuddin Ahmad
C91, Chattrbag
Patna 1.

Ajied Anam
Abdar Rasheed
Niama Road
Manpur P.S.
Bhatri Nager
Patna
- 09-2013

As per statement of the Land OWNERS and the DEVELOPER I have drafted the Deed of Development Agreement documents in 16 pages.

Anwar Alam
Advocate
D.B.A Patna
28/9/13



NIAGAREE BUILD. & DEVELOP. PVT. LTD

Endorsement of Certificate of Admissibility

is duly stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I A, No. (a). Also admissible under section 26(n) of the R. T. Act.

Stamp duty paid under Indian Stamp Act No. 882300/-
Stamp duty paid under Municipal Act No. 0/-

Amnt. Paid By H.J Stamp Paper Rs. 100/-
Amnt. paid through Bank Challan Rs. 448325/-

Registration Fee		LLR + Proc Fee		Service Charge	
0 C	0 H1b	0 K1a	0 LL	0	625
0 D	0 H2	0 K1b	0 LII	0	
0 DD	0 I	0 K1c	0 Mh	0	
0 E	20000 J1	0 K2	0 No	0	
0 H1a	0 J2	0 L1	0	0	
TOTAL-			22000		

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 22625

[Signature]
Registering Officer
Patna

Date: 28/09/2013

Endorsement under section 52

presented for registration at Registration Office, Patna on Saturday, 28th September 2013 by Naushad Alam (M.Dir.)
Mr. Adalat Hussain by profession Others. Status - Claimant

[Signature] 28/09/13
Signature/L.T.I. of Presentant

Date: 28/09/2013

[Signature]
Registering Officer
Patna

Endorsement under section 58

is admitted by those Executants and Identified by the person (Identified by 'Shoalb Ahmad' age '41'
'S/O-Md. Khairuddin', resident of 'Balrampandey, C-91, Sinha Library Road, Patna'.), whose Names,
Addresses, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

28/09/2013

[Signature]
Registering Officer

NIAGAREE BUILD. & DEVELC 1

[Signature]
Meneqins