

Serial No. 66472
 01
 Govt. of Bihar
 District Registry Office, Patna
 Summary of Endorsement
 This document was presented for registration on 31/05/2016 by Upendra Kumar (M.P.)
 A stamp duty of Rs. 90000/- and other fees of Rs. 1275/- has been paid in it.
 The document was found admissible. The names, photographs and fingerprints and signatures of the
 executants, and their identifier, who have admitted execution before me, are affixed on the reverse page.
 The document has been registered as deed no. 6027 in Book No. 1 Volume No. 142 on pages from 262
 to 272 and has been preserved in total 11 pages in C.D. No. 21/ year 2016.
 Signature with Date
 (Prashant Kumar)
 Registering Officer, Patna
 Date: 31/05/2016
 Token No. 6845/2016

6845/16
 31/5/16

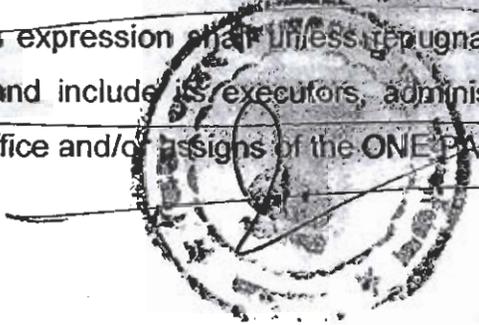
SCANNED BY

(Agreement for Sale-Flat)

This Agreement is made on this 31 Day of MAY 2016 between.

DEV HIRA PROJECT PVT. LTD. through its Managing Director SRI UPENDRA KUMAR S/o Late Sakal Dev Singh having its office at G-1, Sri Om Complex Murlichak, Jagdev Path P.S.-Airport, District-Patna, 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 ONE PART.

प्रशान्त कुमार
 प्रभारी अधिकारी



Prashant Kumar 31/5/16
 Sign. of Executant Suresh Singh 31.5.2016
 Hira Project Pvt. Ltd

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Prashant Kumar						
Sig.	<u>Prashant Kumar</u> 31/05/16						
Claimant	Surbhi Sinha						
Sig.	<u>Surbhi Sinha</u> 31.5.2016						
Presented By	Upendra Kumar (M.D)						
Sig.	<u>Upendra Kumar</u> 31/5/2016						
Executant	Upendra Kumar (M.D)	<input checked="" type="checkbox"/> Photo	<input checked="" type="checkbox"/> Thumb	<input checked="" type="checkbox"/> Index	<input checked="" type="checkbox"/> Middle	<input checked="" type="checkbox"/> Ring	<input checked="" type="checkbox"/> Little
Sig.	<u>Upendra Kumar</u> 31/5/2016						
Identified By	Manoranjan Prasad Sinha						
Sig.	<u>Manoranjan Prasad Sinha</u> 31/05/16						



Dev Hira Project Pvt. Ltd.
Upendra Kumar
Managing Director

AND

1.) SMT. SURBHI SINHA W/o Sri Prashant kumar (2) Mr. Prashant Kumar S/o- Sri Manoranjan Pd. Sinha R/o F-3, P.C. Colony Kankarbagh, Patna (Bihar) hereinafter referred to as "Buyer" of the OTHER PART.

AND WHEREAS the Developer has entered into an Registered Development Agreement with the Landowner namely Sri Vijay Kumar Singh S/o Late Dev Narayan Singh vide Deed No.22737 in Book no.1, Vol. no.428 on Pages from 502 to 515 in total 14 pages in C.D. No.67, Token no.28095, Serial no.27414, Dated-11-08-2012 registered at district sub registrar office Patna for development of land measuring 21½ Decimil, Situated at Mohalla-Mauryapath, P.S. Code-026, Mauza-Khajpura, Survey Thana-Phulwanisharif at present P.S.-Rajeev Nagar, Thana No.11, Tauzi No. 5765, Khata No.351 and Survey Part Plot No.694(Part), Jamabandi no.1924, within the limit of Patna Municipal Corporation /P.R.D.A. (Dissolved) and under jurisdiction of District Sub-Registrar office, Patna

AND WHEREAS, Patna Municipal Corporation/P.R.D.A.(Dissolved) has accorded permission Vide Plan Case No.23/02/25/C-B+G+.5/93/2012, Dated-24-09-2012 for construction of the commercial cum residential building.

AND WHEREAS, the Buyers have also inspected and/or otherwise satisfied himself about the building plans and is desirous of acquiring a Flat, Office/Shop/Parking space in the said complex more fully described in the schedule "b" hereto upon the terms and conditions hereinafter mentioned.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Buyers agrees to acquire from the BUILDER the said Flat hereinafter jointly referred to as the " said unit more fully described in the schedule "B" hereunder at or for a total consideration as mentioned in part- I of schedule "C" hereunder written and the BUILDER has agreed to transfer the same in favour of Buyers at the said Consideration.

2. The said total consideration has been calculated on the basis of super- built up area as detailed in schedule 'B' and in part- 1 of the schedule 'C' hereunder written.

3.1. In case any sales tax-purchase tax or other government duty or tax (not being income-tax) is payable in relation to the said unit. the same shall be on the account of Buyers who further agrees and undertakes to keep the BUILDER indemnified against any such claim or demand that may be made by any authority.



Dev Hira Project Pvt. Ltd.

Managing Director
31/5/16

Prashant Kumar 31 May 16
31/5/16
Surbhi Sinha
31.5.2016

4. THE Buyers shall make timely payment of all amounts due under this agreement ~~whether demanded or not by the BUILDER~~, in default of payment of any amount in time, Buyers shall pay to the builder interest at the rate of 18% per annum ~~it is specifically agreed that~~ time for payment of the consideration amount as set out in part- II of the schedule "C" hereunder written , shall be the essence of this agreement.

5. On the Buyers not clearing all his dues along with interest 18% per annum within 30 days from the date the said amount become payable and / or committing default in payment on due date under this agreement twice and/or on the Buyers committing breach of any of the terms and conditions herein contained the BUILDER shall be entitled at its own option to cancel and the Buyers shall have no further right. title and interest over the said unit which shall be allotted to ~~any other person. the BUILDER so agrees/desires and~~ apart from interest at the rate of 18% per annum on all delayed payments, the BUILDER shall also be entitled to a liquidated damages of 5% of the amount payable by the Buyers to the BUILDER on the date of termination of this agreement or 2% of the total consideration amount mentioned in part i of the schedule 'C' hereunder written, whichever is higher, and the BUILDER after making such appropriation shall refund the balance amount to the Buyers within 120 days from the date of such termination. ~~it is agreed by and between the parties that the liquidated damages of the aforesaid 5% and/or 2% is just, proper and reasonable.~~

6. Provided that the entire consideration amounts and deposits etc due by the Buyers to the BUILDER under this agreement are paid to the BUILDER and the Buyers performs all the terms and condition and stipulations contained herein to be performed and observed, the Buyers shall be entitled to peacefully hold, posses and enjoy the said unit without any interruption by any person or persons lawfully or equitably claiming for under or entrust for the BUILDER, the Buyers shall get the flat registered within 3 months of handing over the unit.

7. After occupation, the Buyers shall not use the said unit for any purpose other than for which the said unit is being acquired by him except with prior written permission of the Builder, the Buyers shall keep the common area and the compound of the said building and the said complex neat and clean and in proper condition and shall neither occupy, interfere, hinder or keep and store any goods, furniture, etc., in common spaces entrance stair cases etc, nor shall use the same or the said unit for any illegal purpose or in the manner which may cause annoyance to the buyers of other units in the building or the complex.

8. The Buyers further agrees and undertakes that the Buyers will always be bound to sign all papers and documents and to do all other things as the Builder may require from the Buyers from time to time in this behalf safeguarding the interest of the Builder and the Buyers of other units in the said Building and/or the said complex.

9. The Buyers shall carry out all internal repairs of his said unit agreed to be acquired by him at his cost and maintain it in good condition, state, order and

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Sudhhi Sinha
31.5.2016



repair and shall observe all the rules and bye-laws of the municipal corporation and shall not do or allow to be done anything in or upon the said unit or the said building or the said complex which may be against the rules and bye-laws of the corporation, or any other local authorities and the Buyers shall be responsible to municipal corporation, and /or any other local authorities for any thing done in connection with the said unit and/or the said building and/or the said complex and shall be liable for the consequences thereof, the Buyers shall also always keep the Builder indemnified from all losses and payments which the Builder may hereto suffer or have to pay on the Buyers behalf at any time in future.

10. The Builder shall have the first charges and lien on the said unit to be acquired by the Buyers in respect of any amount liable to be paid by the Buyers under the terms and conditions of this agreement and the Buyers shall not sublet, transfer, assign, sell, part with possession or in any way dispose off the said unit or his interest there in or there under without prior written consent of the Builder.

11. The Buyers shall have no right, title or interest of any nature whatsoever in the common area save for the purpose of ingress and egress, right of easements common right of use and enjoyment.

11.1 All amounts paid and/or to be paid herein by the Buyers to the Builder shall duly be paid and be deemed to be the payment towards the proportionate land value and construction costs of the said complex.

12. The Buyers covenants with the Builder and through them with the Buyers of the other units that he/she shall not ever demolish or cause to be demolished any part of the said building or any part or portion of the other buildings and shall not at any time make or cause to be made any construction of whatsoever nature in such complex or in the said building or any part thereof of the Buyers further covenants that he/she shall not make any additions or alterations to the said unit, without the previous consent in writing of the Builder or the said association/s when so formed.

13. IN CASE ANY DISPUTE OR DIFFERENCE ARISE :-

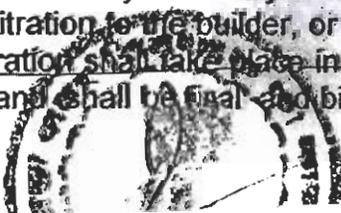
(A) Before the delivery of possession or on the date of possession between the BUILDER and the Buyers relating to the interpretation of any of the terms and conditions of this agreement, then the same shall be referred to the arbitration, such arbitration shall take place in accordance with the provisions of the arbitration and conciliation act, 1996 as amended from time to time.

(B) After the delivery of possession or after the date of possession in matters not specifically stipulated in this agreement and also in case of any dispute or any question arising at any time between the Buyers and any employees of the Builder or any other Buyers or buyers of other units, all such matters shall be referred for arbitration to the builder, or to the nominee or nominees of the builder, such arbitration shall take place in accordance with the provisions of the arbitration act and shall be final and binding up on all.

Poashant Kumar 31 May 16
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Sudhishikha
31.5.2016

Dev Hira Project Pvt. Ltd
Managing Director
31/5/2016



14. Any liability arising out of amendment in stamp duty in Bihar finance act 2001 shall be borne by the Buyers/Purchaser.

15. The courts having original jurisdiction in the town of Patna alone shall have the jurisdiction in all matters relating to or arising out of this agreement.

16. This agreement supersedes all other Agreements and/or Agreements hereto before made and which are in any way contradictory to or inconsistent with this agreement shall have no effect.

THE SCHEDULE 'A' ABOVE REFERRED TO

Description of land on which "DEV SHAKAL DEV COMPLEX" stands:-

All that piece or parcel of Land Situated at Mohalla-Mauryapath, P.S. Code-026, Mauza-Khajpura, Survey Thana-Phulwarisharif at present P.S.-Rajeev Nagar, Thana No.11, Tauzi No. 5765, Khata No.351 and Survey Part Plot No.694(Part), Jamabandi no.1924, within the limit of Patna Municipal Corporation /P.R.D.A. (Dissolved) and under jurisdiction of District Sub-Registrar office, Patna and all sides are having existing boundaries and bounded as follows :

BOUNDARY OF LAND:-

NORTH :- Shyamal Hospital, Plot no.695.

SOUTH :- Neej, Plot no.694(P).

EAST :- Branch Road, Dagar .

WEST :- Plot No.733

THE SECHEDULE "B" ABOVE REFERRED TO :

ALL THAT FLAT No.401 on the Fourth Floor measuring 1360 Sq.ft. SUPER BUILT-UP AREA approx alongwith One Car Parking Space, on Ground Floor of the Building known as "DEV SHAKAL DEV COMPLEX" WHICH COMPRISES OF THE FOLLOWING:

BOUNDARY OF THE FLAT :-

NORTH :- Set Back of the Building.

SOUTH :- Set Back of the Building.

EAST :- Set Back of the Building.

WEST :- Flat No.402.



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31.5.16

Dev Hira Project Pvt. Ltd

31/5/2016
Managing Director

(A) Carpet area comprised within the said unit, however, the roof of the said unit shall be used both as the roof of the said unit as well as the floor of the unit or units constructed above it similarly the floor of the said unit as well shall as the roof of the unit or units below it and the roof and the floor of the said unit shall jointly belong to the Buyers and the buyers of other units directly above and under the said unit.

(B) The walls and columns, if any, within and outside the said unit save the wall or walls separating the said unit from the other units from the other units on the same floor shall belong to the Buyers and the said common wall or walls separating the said unit from other unit or units on the same floor shall jointly belong to the Buyers and Buyers or Buyers of the other units or units.

(C) undivided proportionate share in the land and common space in the said building like staircase landings on all the floors, Common electrical meter room, common passage and lobby on all floors etc. as well as water pump rooms and all common service etc. in the said complex.

(D) Reserved car parking spaces (covered/open)- Not Applied on ground floor

**PART -1 OF THE SCHEDULE "C" ABOVE REFERED TO
TOTAL CONSIDERATION FOR TRANSFER OF THE SAID UNIT SHALL BE
Rs.45,00,000/- (Rupees Forty Five Lac) ONLY.**

PART -II OF THE SCHEDULE "C" ABOVE REFERED TO

PAYMENT SCHEDULE COST

ON ACCOUNT OF : FLAT No. 401 on the Fourth Floor.

COST OF THE SAID UNIT : Rs.45,00,000/- (Rupees Forty Five Lac) only.

PAYMENT RECEIVED :- Rs.51,000/- Vide ^{CHQ.} D.D. No. 450587 DT. 2.3.16
[Signature] 31/5/2016

BALANCE AMOUNT:- Rs.44,49,000/-



Dev Hira Projects Pvt. Ltd

[Signature]
Manager 31/5/2016

[Handwritten notes on the right margin:]
Sudhishinhar
Prachant Kumar 31 May 16
31/5/16
31.5.2016

IN WITNESS WHEREOF THE PARTIES HAVE SET AND SUBSCRIBED THEIR HANDS/SEALS TO THESE PRESENTS IN THE PRESENCE OF WITNESS ON THE 31 DAY MAY 2016 ABOVE WRITTEN.

Dev Nira Project Pvt. Ltd.

[Signature]
Managing Director
31/5/2016

SIGNED BY DEVELOPER

(1) Sudhli Sinha.
31.5.2016

(2) Prashant Kumar 31 May 16
31/5/16

SIGNED BY VENDEES

IN PRESENCE OF WITNESSES:-

1. NAME : Manojayan Pd. Sinha
ADDRESS : S/o Shreehari Prasad
Chondhi, Barchi
Patna

2. NAME : Vijay Kumar
ADDRESS : S/o - D. Choudhary
Karpi, Patna



बैंक स्कौल से चालान मिलाया
एवं सत्यापित किया।

[Signature]
गभासी लिपिक
31/5

Prashant Kumar 31 May 16
31/5/16

Sudhli Sinha
31.5.2016

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. 90000/-
 Add Stamp duty paid under Municipal Act Rs. 0/-

Amt.Paid By N.J Stamp Paper	Rs. 0/-
Amt.paid through Bank Challan	Rs. 91275/-

Registration Fee		LLR + Proc Fee	Service Charge	
FEE PAID	A1 0 C 0 H1b 0 K1a 0 Lii 0	LLR 0	275	
	AS 0 D 0 H2 0 K1b 0 Liii 0	Proc.Fee 0		
	A9 0 DD 0 I 0 K1c 0 Mb 0	Total 0		
	A10 0 E 1000 J1 0 K2 0 Na 0			
	B 0 H1a 0 J2 0 Li 0			
	TOTAL- 1000.			
	Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 1275			

Date: 31/05/2016

Registering Officer
Patna

Endorsement under section 52

Presented for registration at Registration Office, Patna on Tuesday, 31st May 2016 by Upendra Kumar (M.D) Late Sakal Dev Singh by profession Others. Status - Executant

Signature/L.T.I. of Presentant

Date:31/05/2016

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Manoranjan Prasad Sinha' age '40' Sex 'M', 'Sharda Prasad', resident of 'Barh,barh,patna'), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 31/05/2016

Registering Officer
Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 volume No. 142 on pages on 262 -272 , for the year 2016 and stored in CD volume No. CD-21 year 2016. The document no. is printed on the Front Page of the document.

Date : 31/05/2016

Registering Officer
Patna

Token No. : 6845

Year : 2016

SCORE Ver.4.0

Deed No. : 6027

