Book No. :- 1 Deed No. 1527.

Deed No. 15275

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

This deed was presented for registration on 08/05/2013 by Budhamani Devi
The stamp duty of Rs. 369500/- and other fees of Rs. 804/- has been paid in it.
The document was found admissible. The names, photographs and fingerprints and signatures of the parties and their identifier, who have admitted execution before me, are affixed on the same deed.
The document has been registered as deed no. 15275 in Book No. 1, Volume No. 333 on pages from 217 to 222 and has been preserved in total 20 pages in C.D. No. 52 / Year 2013

बिहार सरकार

08/05/2013 Token No: 16203 /2013 SCORE 3.0

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

DEVELOPMENT AGREEMENT

This Development Agreement made and entered into this 8th day of May 2013 (Two thousand thirteen)

Between

Smt. Budhamani Devi w/o Late Jai Nandan Singh, resident of Vill –Jaipur P.O. Jaipur , P.S. – Mehandia, Dist – Arwal, presently residing at S/371, Jaipur Kothi, P.O – Lohia Nagar, P.S- Kankarbagh, Patna – 800 020, hereinafter referred to as "Owner" (which term or expression shall unless excluded by expressly or repugnant to the subject or context, be deemed to include her heirs, executors, administrators, representatives and assignees) of FIRST PART.

AND

M/s Hari Madhav Developers private Limited , a company registered under the companies Act, 1956 and having its registered office at N/32 Professor Colony Kankarbagh Patna - 800001, Dist.-Patna through its Managing Director Smt. Anju Kumari, Wife of Shri Ranjit Kumar Singh residing on N-32, Professor Colony, Chitragupta Nagar, Kankarbagh, Patna–800020 hereinafter, referred to as the Developer, (which terms or expression shall, unless it be repugnant to the context or meaning thereof, means and includes its successors and assignees) of THE SECOND PART

(A) Where as the owner is seized and possessed of or otherwise sufficiently entitled to the property (land within boundary wall with out house over a portion) within the limits of the Patna Municipal Corporation and situated at Mauza - Dhakanpura P.S –Shastri Nagar town and dist.-Patna bearing Thana no.-07 Tauzi No.870 Khata No.-308 Survey Plot no.- 577 part , measuring 10888 sq.ft. approx equivalent to 8.0 Khatas more or less, more fully described in the schedule 'A' hereunder written.

(B) And whereas the land described above and in the schedule 'A' of this agreement was acquired by Smt Munna Devi w/o Late Ram Briksha Singh and the mother of the first party by Late Jainandan Singh the husband of first party by four registered deed of absolute sale executed on 22.05.1980 by (1) Sri Haribansh Narayan Sharma S/O Late Suman Sharma attorney holder of Sri Satish Chandra Jha vide Deed No – 2229/1980, book no -1, page no 135 to139, (2) Sri Ajay Kumar Mishra S/o Sri Leela Nand Mishra vide Deed No - 2230/1980 , book no-1, Page No - 140 to 144, (3) Sri Ajay Kumar Mishra S/o Sri Leela Nand Mishra attorney holder of Smt Bimla Devi w/o Sri Leela Nand Mishra vide Deed No - 2231/1980 , book no-1 page no - 289 to 293, (4) Sri Ajay Kumar Mishra S/o Sri Leela Nand Mishra attorney holder of Smt Kumud Devi w/o Sri Dinesh Chandra Jha vide Deed No -2232/1980 , book no-1 page no - 294 to 299 and so on death of Smt Munna Devi according her wish the said prorerty came to be owned and possessed by the said land lady the first part. Thereafter the land has been mutated in her single name in the state sarista and she is paying the land rent. Since then the first party is coming in peaceful physical possession over the said land . She also errected brick compound wall on

Deed Number: 15275
Ring
Little
N/A

the said land with a gate facing the public road on the west.

(C) And Whereas Smt Munna Devi died leaving behind two daughters the first party and Smt Manorama Devi and a son Late Govind Sharma died leaving behind his son Sri Jitendra Kumar and so Smt Manorama Devi and Sri Jitendra Kumar attesting this development agreement on knowing the contents.

(D) And whereas the owner covenant that the aforesaid property is in her exclusive possession with absolute right, title and interest and the same is free from all encumbrances, debts, liens, charges and attachment and in marketable condition and has in herself, good right, full power and absolute authority and title to transfer the whole and part of the said scheduled property.

(E) And whereas the owner is interested in getting a multistoried residential building developed and constructed and acquire residential built up area in the same as consideration in exchange for the full and final value of the land.

(F) And Whereas the owner has decided to develop a portion of the entire land described in schedule-A under this agreement and the portion of land being developed is fully described in schedule – B of this agreement.

(G) And whereas the aforesaid Developers offered to construct, at their own cost, a multi-storied residential building complex on the said premises of the owner (herein after referred to as the Building) and give 50% (fifty percent) of the total built up area of the building and the parking space with proportionate share in land to the owner in consideration for the value of the said premises and to sell the remaining 50% (fifty percent) of the built up area and parking space with proportionate share in land to the prospective buyers who may form an Association of buyers or a new co-operative housing society or join an existing co-operative housing society for the purpose of buying and owning flats in the said building whichever is found most suitable by the developers.

(H) And whereas the owner and the developer agreed that before submitting the final plan of the project for the approval to the competent authority the owner will be consulted and the plan shall be made and submitted with mutual agreement & approval.

(I) And whereas certain terms and conditions were agreed to by and between the owner and the Developer with regard to the transfer of the said premises by the owner to the Developer and the construction of the said Multi -Storied building by the Developer and disposal of the flats and parking spaces or any other tenaments therein. The parties here to are desirous of recording into writing the terms of such agreement as hereunder.

NOW THIS DEED WITNESSETH AND, IT HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS :—

1) The owner above named has agreed to appoint the Developers as the developer of the said premises and to entrust the rights to develop whole premises and to sell, transfer or convey only 50% (fifty percent) percent of the said premises (land with construction) to the developers and/or their nominees and the Developers have agreed to and undertake to develop the said premises and to sell the flats, parking spaces, tenaments etc., in the said multistoreyed building on said land, which will not exceed 50% of the total buildup area over the said land with construction thereon forming part of the developers area.

2) The owner shall convey, transfer and /or assign to the developers and/or their nominee/nominees free from all encumbrances total land of the said premises at/or for consideration and on terms and conditions mentioned herein.

3) The Developers shall proceed expeditiously with site development, preparation of building plans and after getting the same signed by the owners, with other necessary paper, declarations, affidavit etc. submit the same to the competent authority for sanction and after sanction of the Plan by the competent authority the developer shall start construction and on completion of the construction the developer shall hand over 50 % (fifty percent) of the built up area to the owner as consideration for the value of the 50 % (fifty percent) of the aforesaid premises to be transferred by the owner to the developer or its nominee/s.

4) As consideration for the value of the said premises to be transferred by the owner to the Developer's or their nominee/s, the Developers agree to construct, complete and deliver to the owner 50% of the total new construction

upon the said land in the shape of super built up area and parking spaces with proportionate share in common land which the owner shall share among themselves in whatever manner they mutually decide.

5) The owner will give and hand over vacant possession of the said land to the developer after removing the occupants or tenants, if any.

6) It is agreed and undertaken by the Developer that the owner or her nominee/s shall have full right, title, ownership, interest over the built up area allotted to the owner or her nominee/s, as their share of the total built up area and the owner or her nominee/s shall be fully entitled to enjoy the above said built up area either themselves individually or shall be fully entitled to transfer, convey, grant, otherwise alienate or transfer their interest in any manner as deemed fit by the owner to any person, association of persons, firms, co-operative societies, Government agencies etc. on such terms and conditions as may be decided by the owner.

7 (A) That it shall take about two and half years with six months grace period after the plan has been sanctioned by the competent authority or the vacant possession of the land by the owner, whichever is later, to complete the construction of both owner's as well as Developer's share of built up area provided that if any time is lost to the Developer by such happenings as is beyond the control of the Developer including force majure, fire tempest or other inevitable causes or accident or from any strike or lock out affecting works or by reasons of any exceptionally inclement weather then so much of the time as is so lost, shall be further added to above said the period of time.

7(B) In case the Developers fail to deliver the flats to the owner within the time mentioned in clause 7(A) the builder will pay Rs.20000/- (Rs. twenty thousand) per month to the owner after lapse of the above mentioned period. In case the delay is due to any unseen circumstances beyond the control of Developer this clause will be treated as null & void and the time so lost will be added to the above mentioned time as mentioned in clause-7(A).

8) It is here by agreed that the delivery of possession of 50% (fifty percent) of the total built up area as the share of owner will be made as per the specification detailed in Schedule-(C) & (D) of this agreement and whose allocation

Anjni Kumar
07105713

shall be made after the finalisation of plan after submission in competent authority for approvals. However the allocation of flats shall be on all floors and in all directions or subject to mutual understanding .

9) It is hereby agreed that delivery of possession of 50% of the total built up area and parking spaces shall form or deemed to form always adequate consideration for the total land area aforesaid agreed to be conveyed by the owner to the developers. The owners, therefore, shall have no right, title or interest over the remaining 50% percent of the land conveyed as aforesaid to the developers except their proportionate area.

10) It is here by expressly, irrevocably and irretrievably agreed and declared by the owner that the delivery of possession of the 50% (fifty percent) of the total built up area and parking spaces in the said building by the Developer to the owner shall be the full and final consideration as mentioned in this agreement or to be mentioned in the conveyance deed later on.

11) The owner hereby from the date of execution of this agreement puts the Developers in peaceful physical possession if possible or whenever give possession of the said premises to develop, plan, construct and sale the flats in proposed multistoried building will be deemed to be final and conclusive. The title will pass after the execution and registration of sale deed or deeds of release which will be made by the owner only after getting delivery of possession over their area of flats constructed in the specified manner forming full and final consideration for the land to be transferred or conveyed as stated above .The owners shall, at no point of time, try to dispose the developers from the said land under any event and the developers shall be in possession of the said land and he shall be free to do all acts, deeds and things required for development relating there to at the developers own cost and expenses .

12) That the developer shall act as an independent developer in constructing the said building over the scheduled property and shall keep the owner indemenified from and against all third parties claims arising out of any act or omission against the development in or relating to the construction of the said building.

Rajiv kumar
07105/13

13) The owner hereby authorises the developers to do if required, all acts, deeds, matter, things and particular subject to other provisions of this agreement as under –

(A) To get the plans of the proposed building prepared, amended in accordance with rules and regulations of the concerned authorities and to submit the said plans to the concerned authorities with application for the approval and sanction and to do and sign all writings and undertakings as may be necessary in connection with the approval and sanction of such plans.

(B) To appoint architects and surveyors, Engineers, Contractors and other persons to do the development works.

(C) To make applications to the concerned authorities for obtaining electrical connections and permits or permit, Quota or Quotas for cement, steel and other controlled building materials to be used exclusively for completing the construction over the premises described in schedule to this deed .

(D) To accept service of any writ, summons or other legal process or notice and to appear and represent the owner in any court or before any magistrate, judicial tribunal and other tribunals in connection with the development of the said properties and to commence or file suits, action or other proceedings in any court or before any public officer or tribunal relating to the development of the said property or part or parts thereof and for any purposes aforesaid, to sign, execute and deliver or file necessary vakalatnama, claims, plaints, orders, applications, affidavits, petitions and other documents, papers and writings in case of any legal proceedings in any court of law with consent of the owner. The developers shall take all measures to protect the title, interest and right of the owner and reasonable advice of the owner in this regard shall be obtained by the developers at all times but the cost involved in the judicial proceeding in protecting title, interest and right of the owner will be borne by the owner.

(E) To demolish and remove the existing structures if any on the said land and to construct building/ buildings there on.

(F) To enter agreements for sale or otherwise, allot flats and tenaments in the aforesaid building/buildings to the purchasers except the owner's area.

Ayush kumar
07105713

(G) To mortgage developers' share of flats with bank and/ or financial institutions to obtain loan/working capital/short term loan to finance their aforesaid project for building and also to obtain loan for the purchaser or purchasers of flats etc. as the said developers will decide at their sole discretion. The developers further affirm and undertake that all money obtained by pledging, hypothecating or mortgaging developers's share of the flats or creating charge on the said premises shall be exclusively invested for the development of the said premises only and such money shall not be diverted to/invested in any other project work or purpose of the developers. However the liability of the term loan in exclusive responsibility of the developers or their nominee/s.

(H) To transfer the said property or part or parts thereof from time to time to one or more purchasers of flats, car parking spaces and tenaments in the aforesaid building, subject to the condition that the delivery of possession of the owners's share to the owner is complete.

(I) To give on ownership basis or other basis the said property and the flats/tenaments etc. in the building to be constructed on the said land and to receive and appropriate the sale price to their own account in respect there of on the condition that the owner' area will be of the owner only.

(J) To sign an execute and to deliver any conveyance for the proposed said flat and parking spaces and all other deed/ instruments and assurance which they shall consider necessary and to join as confirming party in the conveyance of the proposed sale if necessary, present for any such conveyance for registration and admit execution before appropriate authority and to have said conveyance registered .

(K) That after completion of the construction of the building project developers/promoter shall be absolute owner of their respective share and they will be entitled to sell /transfer as per Provision of Bihar Apartment Ownership Act-2006 U/S 5 (i) and 5 (ii) and others.

(L) The owner agrees that Managing Director Smt. Anju Kumari and/or Director Mr. Indrajeet Kumar Singh and whoever will succeed above said director herein referred as the company will sign/execute /register all the relevant documents, papers, deed/deeds mentioned in this agreement as and when required on behalf of the company which is duly authorized by Board of Directors of the company.

Anju kumari
07101713

14) Whenever required by the developer, the owner will join as the confirming party in any agreement that the developer may enter into with any person or persons who desire to acquire flats or portions in the building on absolute ownership basis. All amount receivable under such agreement for flats shall be received by the developer.

15) Upon completion of the development work and subject to the terms and conditions contained herein as may be desired by the developer , owners shall make and execute in favour of the developer or their nominee/nominees including Co-operative housing society or associations of persons or a body corporate, a proper conveyance or such other deeds in writings as the developers may deem necessary for assuring or perfecting the title of the developers and/or their nominee/s to the aforesaid developer's shares.

16.) That the owner hereby declares :-

(a) That the area of the said premises is 10888. Sq. Ft. equivalent to 8.0 Kathas more or less and the same is free from all encumnberances, and the owner has absolute right, title and interest in the same as detailed in Schedule – A of this agreement.

(b) That the owner have not created any encumberances on the said property or any part thereof by way of sale, mortagage, exchange, lease, trust, assessment right ,gift, lien, leave, licences, permission, rent, possession, charge, inhenitance or any other encumberances whatsoever.

(c) That no notice or notification for acquistion or acquistions under the statutes for the time being in force, has been issued, received or served affecting the said land or any part thereof and the owners is entitled to develop and/ or cause to be developed the said entire property.

(d) That there is no notice or order passed by the Patna Municipal Corporation or any other body or authority for set back or either acquisition of the said property or any part thereof and there is no requisition of whatever nature by the municipality or other body or authority concerning or affecting the said property or any part thereof.

(e) That there are no statutory claims, demands, attachments or prohibitory orders made or issued by the Taxation Authorities, Revenue Authorities, Municipal Authorities or any Government or other local bodies or Authorities concerning the said property or any part of it.

Arun Kumar
07105713

(f) That there is no attachments either before or after judgement and there are no decrees, injunctions, or adjudication order made or issued by or at the instance of any part thereof.

(g) That apart from the owner, none else is entitled to or has any share, right, title or interest in the said property or any part thereof either as partner or any partnership in any joint family member or otherwise.

17) And it is a agreed between the parties that if the developer find any undisclosed defect in the title of the owner to scheduled land or that scheduled land subject to any notice etc. due to which the developer is being debarred or restrained from the development work, in that event the developer shall be entitled to rescind this agreement and recover all the outgoing expenses incurred in construction work other related works alongwith bank interest and damages.

18.) That the owner hereby irrevocably undertake not to sell, dispose, alieanate or encumber the said property or any part thereof save and accept putting the developers in possession thereof, for the purpose of development persuant to this agreement with the ultimate object of granting, conveying and transfering the property as developed as aforesaid to the Developers or person or persons nominated by the Developers including a society or societies of the purchasers or an incorporated body or limited company as herein above stated and further irrevocably undertakes not to do any act, deed or matter or thing as shall be in contravention of the declarations made by her in the preceeding clauses.

19) (a) The Developers shall be entitled to retain all necessary documents including documents relating to title of the property for the purpose of verification of the correctness of the declarations here in above made by the owner and investigation of the owner's title to the property. The owner, undertakes to handover all such relevant papers immediately for speedy progress of development work.

(b) The development of the said land shall be for and on account of the developer and neither the owner nor any other person/s claiming through the owner shall have any right or interest in the development of the said land, the developer shall develop the said land in its own name and at their own cost and shall alone be responsible for the development of the said land.

(c) The owner/heirs/succesors and/or nominee/s shall solely and exclusively be entitled to the owner's area and they shall have absolute right, title and interest over the owner's area only and shall be fully entitled to transfer, convey, grant or otherwise alienate its interest in any manner as deemed fit by them to any person, association of persons, body corporate etc. on such terms and condition as may be decided by owner individually. Further, no legal heirs/successors/nominees will claim over the developer's area in any circumstance in future.

(d) That after the construction of said complex the developer will hand over 50% of the constructed super builtup area and parking spaces. In case the area exceeds of the final measurement of the land owner's share at the delivery of possession, the cost of the surplus area is to be paid by the owner and in case the said area is less than the required share under fifty percent the developer shall pay the cost. The final measurement by the architect will be binding on both the parties.

20) All the outgoings in respect of the said property from the date of possession to be given to the developers hereunder shall be borne and paid by the developer . However developer shall not be liable for any of the outgoings of the property relating to the period prior to such possession, which shall be the liablity of the owner alone.

21) That the owner shall have no objection if the Developer submit the building plans in the name of owner to the local authorities or apply to any other sanctions, permissions or approvals subject to their approval.

22) That as the owner will receive the consideration for the scheduled land in form of contructed area agreed as aforesaid, the owner shall, at no time demand any further premium or have interest in future dealings regarding the sale of the Developer's share.

23) That this agreement shall not ever be deemed to constitute a partnership of any sort between the parties here to.

24) That owner shall hold the owner's area on the same terms and conditions as the owner of other portions of the building according to the standard agreement that may be finalised by the Developer. The owner shall become member of association of persons or co-operative housing society whichever is found suitable by the developer and formed by them and the owner as well as their nominee/s,

respective agents, servant and licencees shall abide by the rules and regulations of the Associations of flat owners . They shall be entitled to use all common facilites in the building complex intended for the utilisation of the occcupants of the building on the same terms and conditions applicable for all such utilization .Howerer both the parties and/or their nominee/s will proportionately share the cost on the basis of the area they possess. The developer and owner will be entitled for equitable undivided proportionate share in land as per law.

25) It is agreed that after execution of this agreement the Developer shall be entitled to construct godown and put up sign boards and hoardings on the said premises.

26) That the owner will not be required to take steps to dispossess the developers provided the construction work is carried on as per the terms of this development agreement and the owner will be bound to execute and register the sale deed or the absolute transfer deed or deed of release stated here in above to the developer or their nominee/s and in case of failure to do so, the developers will have all right to get the sale deed executed and registered through the process of the court at the cost of the owner and the owner will have no objection or plea to refuse or object the execution and registration of the sale deed, provided the constructed builtup area in the form of flats are handed over to them in the given specification detailed in the scheduled below for the value of the property to be conveyed as given in schedule "B".

27) That in case of dispute and difference arising out of relating to this Development Agreement, the same shall be settled by reference of the dispute or differances to the Arbitrators appointed by both the parties under provision of Indian Arbitration Act 1940 as amended from time to time.

28) Though the developer shall construct the building/s as per sanctioned plan and prevailing norm of the Competent Authority, however if any extra built up area constructed in excess of the sanctioned plan, then the same shall be shared as per their proportionate share. However the condonation and compounding fee will also be shared as per their proportionate share.

29) That the owner shall bear and pay all outstanding charges and dues of whatsoever nature due and payable in respect of the scheduled property including ground rent , property tax, water and electricity charges , municipal dues and other outstanding up to the date of this agreement thereafter from the date of this agreement all rents , taxes etc. , will be borne by the developer till they deliver the area after the construction. As the construction complete and the developers delivers the flats to the different purchasers then all the flat owners will pay their proportionate share .

30) The owner and/or her nominee/s will have the same rights , title and interest to use and enjoy all the common pool area , stair case area, common passages and lobbies etc. as the developer and/or their nominee/s.

31) Courts of Patna shall have jurisdiction over all matters of dispute.

32) That the owner/ heirs & successors / their nominee/s, representative/s shall have right to inspect & supervise the working & construction works with right to raise reasonable objections for the proper & smooth working to get the construction completed in the manner specified.

SCHEDULE (A)

Description of the entire land Owner :-

All that part and parcel of the land measuring about 8.0 kathas equivalent to 25 Decimal or 10888 sq.ft. approx. with boundary wall of the land, alongwith temporary tin shed, measuring an area 300 sq.ft. (approx), situated at Mohalla- Rajbanshi Nagar, Mauja- Dhakanpura P.S.- Shastri Nagar, District- Patna, bearing Thana no.-7, Tauzi no.-870, Khata no.- 308 survey plot no.- 577 part, within jurisdiction of Patna Municipal Corporation and Sub Registry Office Patna Sadar and District- Registry Office Patna, same is bounded as follows :-

North – Part of survey plot No -577
South - Building of Sri Srivastava Sahay
East - House of Mr Burnwal
West - 20 feet wide Road

Measurement of the Land :-

North. – 112'- 00"
South .- 109'- 00"
East - 98'- 00"
West - 99'-00"

Note :- Govt. value is mentioned at **Code No. 067 & Zone - 4** of M.V.R. 2012-13.

Total value of the property is Rs. 1,83,75,000/- (Rupees One Crore eighty three lac seventy five thousand) only in which value of the Land is ₹ 1,78,75,000/- (Rupees one Crore seventy eight lac seventy five thousand) only and value of the tin shed constructed area is ₹ 3,30,000/- (Rupees three lac Thirty Thousand) only and value of the boundary wall is ₹ 1,70,000/- (Rupees One Lakh Seventy thousand) only

SCHEDULE (B)

STANDARD SPECIFICATION OF PROPOSED APARTMENT

1. FOUNDATION: R.C.C. pile foundation as designed by Structural Engineer.
2. SUPERSTRUCTURE: R.C.C. framed structure with earthquake consideration approved by the structural Engineers.
3. DOORS :
   a) Door frames (Chaukhats) of Sal Wood
   b) Door shutters will be factory made flush door and front shutter will be teak finished decorative door.
4. WINDOWS: Al- framed Galzed sliding window with MS Grating
5. HARDWARE FITTING: Anodized Aluminium fittings.
6. FLOORING: Vitrified Tiles in all areas
7. BATHROOMS:-
   a) flooring – Non Skid vitrified tiles
   b) DADO Work will be of glazed tiles upto window sill level
   c) Sanitary fittings shall be white glazed vitreous china clay of standard make with Cistern of fiber glass acrylic material.
   d) Water supply fitting will be of standard make with hot and cold system in Toilets
8. KITCHEN:-
   a) Flooring- Non Skid vitrified Tiles
   b) Working platform – Black Granite stone
   c) DADO-2'-0" glazed tiles of matching colour above working platform
9. ELECTRIC WIRING:-
   a) Concealed P.V.C. conduit wiring with standard quality electrical accessories. (Fans and fixtures are not provided.)

b) Three T.V./Telephone point provided in each flat (not Telephone or T.V.)

10. WALL FINISH:

a) All internal wall and ceilings plastered and prepared with plaster of paris with internal cornice in Drawing & Dinning Space .

b) All external walls shall be painted with weather coat cement base paints.

11. LIFT :- Five passengers Lift of standard company will be installed

12. Water Supply – Own deep tube well of required capacity with submersible pump and adequate capacity of over head tank.

Notes :

a) If certain specifications are improved upon as per the advice of the Architect / decision of the company then the buyer will accept the same and shall pay the same provided the cost involving is within or same upto Rs. 10 per sq. ft., for which the prior consent of the customer will not be required.

b) All specifications, sizes & layouts etc. all subject to such variations / additions/ alteration and modifications as decided by the Architect & Developer or Competent Authority.

c) If certain specifications are improved upon by the buyer as per their choice the same shall be done by the builder and the buyer shall pay the difference of the cost.

SCHEDULE (C)

AMENITIES AT EXTRA COST,

1. **Electric supply** :- Electric supply for the project shall be taken from the State Electricity Board and all flats will have individual meter as per the rules of BSEB and extra cost of per connection will be charged.

2. **GENERATOR** :- One stand by silent Generator for lighting common spaces , emergency water supply and power supply of 400 watts in 3 B/R flat at extra cost of Rs.25000/-per flat .

3. **INTERCOM & CCTV CAMERA**:- Intercom & CCTV Camera facility for security purposes will be provided to each flat for which Rs.5000/- per flat will be charged.

4. **MAINTENANCE**:-Maintenance deposit will have to be made at the rate of Rs. 10000/- per flat, as the project will be maintained with the adhoc committee headed by developer for first six months after the completion of the project.

In witness where of the parties hereto have set and subscribed their respective hand after reading and understanding on day, month and year first above written in the presence of these witnessess :

Witness :

1. [illegible]
9/2/2013

Signature of Owner

2. Navin Ker. Singh
c/o- Sri Lerishna mohan Singh
vill- Chandwara
P.o - Karatahen
Vaishali

Anjit Kumar
07105713

Signature of developers

Drafted as per instructions of the parties,

Printed By:-
(Sanjeev Kumar)
UDDYOGIJI'S CHAMBER,
Collectorate Bar Association
Patna.

7/5/2013

(Dr. ANIL KUMAR SINHA "UDDYOGI")
Advocate,
'Chamber', Collectorate Bar Association,
Patna

...ent of Certificate of Admissibility

...der Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian ...899, Schedule I or I-A, No. '05'. Also admissible under section 26(a) of the B. T. Act.

...y paid under Indian Stamp Act **Rs. 369500/-**
...e duty paid under Municipal Act **Rs. 0/-**

Amt.Paid By N.J Stamp Paper	Rs. 0/-
Amt.paid through Bank Challan	Rs. 370304/-

Registration Fee

A1	0	C	0	H1b	0	K1a	0	Lii	0
A2	0	D	0	H2	0	K1b	0	Liii	0
A9	0	DD	0	I	0	K1c	0	Mb	0
A10	0	E	250	J1	0	K2	0	Na	54
B	0	H1a	0	J2	0	Li	0		

TOTAL- 304

LLR + Proc Fee

LLR	0
Proc.Fee	0
Total	0

Service Charge: 500

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 804

...: 08/05/2013

Registering Officer
Patna

Endorsement under section 52

...resented for registration at Registration Office, Patna on Wednesday, 08th May 2013 by Budhamani Devi W/O Late ...ai Nandan Singh by profession House Wife. Status - Executant

८/५/२०१३

Signature/L.T.I. of Presentant **Date:08/05/2013**

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Nagendra Prasad Singh' age '60' Sex 'M', 'Jainandan Singh', resident of 'House No-5/371,jaipur Kothi,lohia Nagar,patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 08/05/2013

Registering Officer
Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 333 on pages on 203 -222 , for the year 2013 a... stored in CD volume No. CD-52 year 2013 .The document no. is printed on the Front Page of the document.

Date : 08/05/2013

Registering Officer
Patna

Token No. : 16203 **Year : 2013** **S.No. : 15812** **SCORE Ver.3.0** **Deed No . : 15275**

.....) मात्र !

रकार

विभाग

गैर मानक

जमा किए जाने वाले स्टाम्प शुल्क / निबंधन शुल्क

बंधन शुल्क के भुगतान के लिए बैंक चालान

Jhav Developers Pvt Ltd Office at N/32, Professor Kankar Bagh, Patna

ment Agreement

धन कार्यालय, पटना

टेट बैंक, मुख्य शाखा,पटना

क्र.स.	भुगतान का मद एवं शीर्ष	रकम
(क)	स्टाम्प शुल्क-मुख्य शीर्ष-0030- स्टाम्प एवं पेजीकरण-उप-मुख्य शीर्ष 02 - स्टाम्प गैर न्यायिक लघु शीर्ष-103- दस्तावेजों का स्टाम्प शुल्क लगाना - उप शीर्ष 0001 सकल प्राप्तिया प्राथमिक इकाई 75 49 सकल प्राप्तिया विपत्र कोड - **R0030021030001**	369500
(ख)	निबंधन शुल्क-मुख्य शीर्ष - 0030- स्टाम्प एवं पंजीकरण शुल्क उप मुख्य शीर्ष- 03 पंजीकरण शुल्क, लघु शीर्ष-104- दस्तावेजों का पंजीकरण शुल्क- उपशीर्ष- 0001, प्राथमिक इकाई 75 49 सकल प्राप्तिया विपत्र कोड - **R003001040001**	54 250 304
(ग)	भूस्वामी शुल्क-मुख्य शीर्ष-0029- भू राजस्व लघु शीर्ष-800 अन्य प्राप्तिया- उपशीर्ष- 0006-अन्य मदं-प्राथमिक इकाई -75 49 भूमि निबंधन शुल्क से आय विपत्र कोड - **R0029008000006**	0
	भुगतान का माध्यम: नगद/ चेक*/ड्राफ्ट* कुल योग कुल राशि शब्दों में	369804

स्थान Patna

तारीख 06/05/2013

*चेक/ ड्राफ्ट का विवरण पीठ पर अंकित पर कर दें।

*चेक/ ड्राफ्ट की राशि अन्तरित होने के पश्चात् ही मान्य होगी

for Hari Madhav Developers Pvt. Ltd.

Kumar

जमाकर्ता का नाम Managing Director

एवं हस्ताक्षर

FOR USE OF THE BANK

स्क्रॉल नं. ---------तारीख --------- उपर्युक्त कालम संख्या - 05 में दिए गये विवरण के अनुसार

रु0 ----------/ शब्दों में ---------रुपये प्राप्त किया।

प्राधिकृत पदाधकारी का

हस्ताक्षर एवं मुहर

..... शब्दों में (रू. .....) मात्र !

(बैंक की प्रति जमाकर्ता हेतु)

बिहार सरकार

निबंधन विभाग

गैर मानक

दस्तावेजों के निबंधन के लिए जमा किए जाने वाले स्टाम्प शुल्क / निबंधन शुल्क एंव भूस्वामी के निबंधन शुल्क के भुगतान के लिए बैंक चालान

1.प्रकाकार का नाम पिता/पति का नाम/पता (जिसकी ओर से जमा किया जा रहा है) Hari Madhav Developers Pvt Ltd Office at N/32, Professor Colony, Kankar Bagh, Patna

2.दस्तावेज का प्रकार Development Agreement

3.निबंधन कार्यालय जिला निबंधन कार्यालय, पटना

4.बैंक का नाम एवं शाखा भारतीय स्टेट बैंक, मुख्य शाखा,पटना

5.भुगतान की जानेवाली राशि का विवरण:.

क्र.स.	भुगतान का मद एवं शीर्ष	रकम
(क)	स्टाम्प शुल्क-मुख्य.शीर्ष-0030- स्टाम्प एवं पेजीकरण-उप-मुख्य शीर्ष 02 - स्टाम्प गैर न्यायिक लघु शीर्ष-103- दस्तावेजों का स्टाम्प शुल्क लगाना - उप शीर्ष 0001 सकल प्राप्तिया प्राथमिक इकाई 75 49 संकल प्राप्तिया विपत्र कोड - **R0030021030001** 680	369500
(ख)	निबंधन शुल्क-मुख्य शीर्ष - 0030- स्टाम्प एवं पंजीकरण शुल्क उप मुख्य शीर्ष- 03 पंजीकरण शुल्क, लघु शीर्ष-104- दस्तावेजों का पंजीकरण शुल्क- उपशीर्ष- 0001, प्राथमिक इकाई 75 49 सकल प्राप्तिया विपत्र कोड - **R003001040001** 687	54 250 304
(ग)	भूस्वामी शुल्क-मुख्य शीर्ष-0029- भू राजस्व लघु शीर्ष-800 अन्य प्राप्तिया- उपशीर्ष-0006-अन्य मदं-प्राथमिक इकाई -75 49 भूमि निबंधन शुल्क से आय विपत्र कोड - **R0029008000006**	0
	भुगतान का माध्यम: नगद/ चेक*/ड्राफ्ट* कुल योग कुल राशि शब्दों में	369804

स्थान Patna

तारीख 06/05/2013

for Hari Madhav Developers Pvt. Ltd.

Managing Director

जमाकर्ता का नाम एवं हस्ताक्षर

जमापर्ची/Pay-in-slip नकद/अंतरण/CASH/TRANSFER

भारतीय स्टेट बैंक
State Bank of India

PNB/Pa शाखा/Branch

दिनांक/Date 07/05/2013

जमा का प्रकार : बचत बैंक/चालू खाता/आवर्ती जमा/केश क्रेडिट/अन्य खाता/Type of Account: SB/CA/RD/CC/TL

खाता सं.

रु. पै.

1 0 4 3 6 5 4 0 4 24

के बैंक खाते में जमा करने हेतु/For credit to the Bank account of

जमाकर्ता के हस्ताक्षर

MICR Code No. 800002064-5 Lakhs

मान्य होगी

USE OF THE BANK

क कालम संख्या - 05 में दिए गये विवरण के अनुसार

रुपये प्राप्त किया।

प्राधिकृत पदाधकारी का हस्ताक्षर एवं मुहर

भारतीय स्टेट बैंक पटना मुख्य शाखा CASH INITIAL

07 MAY

भारतीय गैर-न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

INDIA NON JUDICIAL

सत्यमेव जयते

बिहार BIHAR क्रम सं० /५५१/ तिथि 14-12-13 मुल्य..... सीट संख्या

क्रेता का नाम एवं पता. Smt Budhamani Devi Jaipur Arwal

L 794115

हस्तेन्दर पाल सिंह मुद्रा। विक्रेता

लाइ० नं०- ६/२००९ समाहरणालय, पटना (बिहार)

Date 14/12/13

AGREEMENT FOR DISTRIBUTION OF FLAT

This Agreement made and entered in to this 14th day of December, 2013.

Between

Smt. Budhamani Devi wife of Late Jaynandan Singh, resident of Village-Jaipur, P.O.- Jaipur, P.S.- Mehandia, District- Arwal, at presently residing at S/371, Jaipur Kothi, P.O.- Lohianagar, P.S.- Kankarbagh, District-Patna, hereinafter reffered to as Owners (which term or expression shall unless excluded by expressely or repungnant to the subject or context , be deemd to include their heirs , executors, administrator , representative and assignees of FIRST PART.

NOTARY ARUN KUMAR PATNA, BIHAR, INDIA Regd. No. 1561 GOVT. OF BIHAR

For Hari Madhav Developers Pvt. Ltd.

Managing Director



बिहार BIHAR क्र० सं० 14474 तिथि 14/10/13 मुल्य..... सादे सख्या.....

L 794116

AND

M/s Hari Madhav Developers Private Limited , a company registered under the company Act,1956, and having its registered office at N/32, Professor Colony , Chitrgupta Nagar, Kankar Bagh, Patna – 800 020, through its Managing Director **Smt. Anju Kumari** wife of Shri Ranjit Kumar Singh , resident of N/32, Professor Colony , Chitrgupta Nagar, Kankar Bagh, Patna – 800 020. , hereinafter referred to as the Developers , (which terms of expression shall , unless it be repugnant to the context or meaning therefore , means and includes its successors and assignees) of the SECOND PART

For Hari Madhav Developers Pvt. Ltd.

Managing Director

WHEREAS THE OWNER have entered into the agreement for the Development and registered on 08.05.2013, which is Registered in the Office of the District Registration Office Patna in Book No. 1, Volume no. 333, C.D.-52/2013, pages 203 to 222 bearing Deed No. 15275/2013 for the Construction of the multistoried building on the land situated at Mauza- Dhakanpura, P.S.- Shastri Nagar, District- Patna, bearing thana no. 07, Tauzi No. 870, Khata No. 308, Survey Plot No. 577 (part), measuring 10888 sq.ft. approx equivalent to 8.0 Kathas more of less, more fully described in the Schedules – A of the development agreement entered earlier .

That the multistoried building is constructed in the name and style of "Budhamani Hari Apartment" by M/s Hari Madhav Developers Pvt. Ltd. and as per development agreement developer will acquired 50% of the total super builtup areas of their share as detail in Schedule-II and the remaining of 50% share of the total super builtup area will be the share of the land owner as details in Schedule-I.

Where as the parties have agreed to decide the location of the flat of their respective shares after preparing the final plan of the proposed building approved by the Certified Architect empanelled by Patna Municipal Corporation/competent authority.

Where as both the parties have finalized that delivery of the possession of the flat of owner's shares (Buddhamani Devi) as agreed in the development agreement will be as under in the Schedule-I the flats mentioned in Schedule-II in the share of Developer.

Schedule-I

1. Three bed room flat on 1st floor in South West corner having super builtup area 1200 sq. ft. approx.
2. Three bed room flat on 1st floor in North West corner having super builtup area 1200 sq. ft. approx.
3. Three bed room flat on 1st floor in North Central Location having super builtup area 1150 sq. ft. approx.
4. Three bed room flat on 2nd floor in North East corner having super builtup area 1200 sq. ft. approx.
5. Three bed room flat on 2nd floor in South East corner having super builtup area 1200 sq. ft. approx.
6. Three bed room flat on 2nd floor in South Central Location having super builtup area 1150 sq. ft. approx.
7. Three bed room flat on 3rd. floor in North West corner having super builtup area 1200 sq. ft. approx.

NOTARY ARUN KUMAR PATNA, BIHAR, INDIA

For Hari Madhav Developers Pvt. Ltd.

Managing Director

Three bed room flat on 3rd. floor in South Central having super builtup area 1150 sq. ft. approx.

9. Three bed room flat on 4th. floor in North East corner having super builtup area 1200 sq. ft. approx.
10. Three bed room flat on 4th. floor in North Central Location having super builtup area 1150 sq. ft. approx.
11. Three bed room flat on 4th. floor in South East corner having super builtup area 1200 sq. ft. approx.
12. Three bed room flat on 4th. floor in South West Location having super builtup area 1200 sq. ft. approx.
13. Total nos of Twelve Parking spaces on ground Floor.

Schedule-II

1. Three bed room flat on 1st floor in North East corner having super builtup area 1200 sq. ft. approx.
2. Three bed room flat on 1st floor in South East corner having super builtup area 1200 sq. ft. approx.
3. Three bed room flat on 1st floor in South Central Location having super builtup area 1150 sq. ft. approx.
4. Three bed room flat on 2nd floor in North West corner having super builtup area 1200 sq. ft. approx.
5. Three bed room flat on 2nd floor in South West corner having super builtup area 1200 sq. ft. approx.
6. Three bed room flat on 2nd floor in North Central Location having super builtup area 1150 sq. ft. approx.
7. Three bed room flat on 3rd. floor in North East corner having super builtup area 1200 sq. ft. approx.
8. Three bed room flat on 3rd. floor in South East corner having super builtup area 1200 sq. ft. approx.
9. Three bed room flat on 3rd. floor in North Central Location having super builtup area 1150 sq. ft. approx.
10. Three bed room flat on 3rd. floor in South West Corner having super builtup area 1200 sq. ft. approx.
11. Three bed room flat on 4th. floor in North West corner having super builtup area 1200 sq. ft. approx.
12. Three bed room flat on 4th. floor in South Central having super builtup area 1150 sq. ft. approx.
13. Total nos of Twelve Parking spaces on ground Floor.

For Shri Madhav Developers Pvt. Ltd.

Director