गोपनीय प्रतिवेदन

अंचल पदाधिकारी का कार्यालय

319
10.1.2001

(भू-स्वामित्व प्रमाण-पत्र)

नाम ..... ग्राम .....

थाना ..... जिला .....

ग्राम का नाम एवं थाना संख्या	तौजी संख्या	खाता संख्या	खसरा संख्या	एकवा	
				एकड़	डि०
मौजा - [illegible] थाना 3	5453	24	919	0.	68

[illegible]

[illegible]

10/1/2001

दक का हस्ताक्षर

कर्मचारी का प्रतिवेदन

तय का मुहर

10/1/01

अंचल पदाधिकारी का हस्ताक्षर

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Sch. XIV.—F.No. 180 V.
रसीद मालगुजारी
नाम सर्कल। नाम मौजा मय
थाना वो थाना नम्बर

बि०स०मु०. पटना
फरद मालकी / फरद पैदावी।
नीज शेखवा मय वल्दियत जमाबन्दी

X
102

00690053

अराजी नम्बरी

अराजी भावली

तफसील हिस्सा मकान भावली।

जोत को सलअना मांग मय तफसील (बकाया वो हाल) मौजुदा अमल

साल के बाबत	सालाना	बकाया			हाल
		तीन वर्ष से ज्यादा।	3रा वर्ष।	2रा वर्ष।	
माल– (नकदी)	5.50				5.50
गुजारी } (भावली)	1.25				1.25
सेस ...	2.50				2.50
*सुद ...	2.50				2.50
मुतफरकात ...	1.00				1.00
मीजान	12.25				12.25

तफसील अदायकारी।

अदायकारी बाबत	बकाया				मोतालबा हाल	फाजिल
	तीन वर्ष से ज्यादा।	3रा वर्ष।	2रा वर्ष।	1ला वर्ष।		
माल– (नकदी)				5.50	5.50	
गुजारी } (भावली)				1.25	1.25	
सेस ...				2.50	2.50	
*सुद ...				2.50	2.50	
मुतफरकात ...				1.00	1.00	
मीजान अदायकारी				12.25	12.25	

(1) मीजान कुल (लफ्जों में) —
(2) नाम देहिन्दा —
(3) कुल बकाया —

दस्खत वो तारीख अमला तहसील

*खास महाल का बकाया मालगुजारी पर (सेवाय ऐसे बकायों पर जिन

नहीं लिया

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प्रतिलिपि के लिए आवेदन की तारीख Date of application for the copy.	स्टाम्प और फोलिओ की अपेक्षित संख्या सूचित करने की निश्चित तारीख Date fixed for notifying the requisite number of stamps and folios.	अपेक्षित स्टाम्प और फोलिओ 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.
3/8/05	—	—	5/8/05	5/8/05

दाखिलखारिज के आवेदनपत्र पर जाँच प्रतिवेदन

केश नं० 240/09-10 हल्का नं० 1 अंचल-पटना सदर, ग्राम का नाम राजापुर

थाना-पुलवारी थाना नं० 3 प्राप्ति का तारीख आवेदन सं० — x

अधिकान्त एवं तारीख - 10-06-2009 — जमाबंदी नं० 18225 तौजी 568/1

रैयत का नाम सह वर्तमान दखलकार	खाता	प्लॉट	रकबा	लगान	अभियुक्ति
जगन राय पिता सुखा राय सा: राजापुर थाना-पुलवारी पुलवारी पटना	46 26 33	462 864 861 916 865	9/11.5/13	6=87	अ०वा० मामले में जमीन रैयती है तथा आवेदकगण के दखल कब्जा में है। मौजा में कुमशः आवेदकगण के हक मिलत एवं खा० दाड़ा जगन राय का नाम दर्ज है। आवेदकगण को जमीन खरीद बटवारा से प्राप्त है। बटवारा के कागज की छाया प्रति संलग्न एवं दूसरी छाया प्रति भी संलग्न है। आवेदकगण द्वारा अपना पत्र सं० 1383 दि० 29-7-09 को मूल रसी आवेदन के संलग्न किया है तथा मूल रसी आवेदकगण द्वारा अपना केश में दाखिल किया जाना है। जमीन विवाद मुक्त है। जिसके आपत्ति प्राप्त नहीं है अतः दाखिल खारिज किया जाना है।
"	"	"	4/05/13	0=87	
श्रीरामेश्वर राय खा० जगन राय लालकिशुन राय को देवकी राय पिता खा० राय श्रीमती कमला देवी खा० सुरेश राय को रेश राय को कमलेश राय खा० नन्दन राय राजापुर थाना पुलवारी पटना	26 26 26	916 916 916	12-33 12-33 12-33	2=00 2=00 2=00	

प्रमाणित सच्ची प्रतिलिपि
[illegible] 8/8/09
[illegible]

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प्रतिलिपि के लिए आवेदन की तारीख Date of application for the copy.	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.
5/8/09			5/8/09	5/8/09

न्यायालय अंचलाधिकारी पटना सदर

दाखिल खारीज केस नं० 290/09-10

आदेश

आज दिनांक 3-8-2009 को ग्राम-हाल्ट कमहटी कुर्जी में आयोजित कैम्प में ① श्री रामेश्वर राय-पिता स्व० जगन राय ② श्री लाल किशुन राय को श्री चन्देश्वर राय पिता स्व० नागेश्वर राय ③ श्रीमती कमला देवी पति स्व० सुरेश राय को दिनेश राय को कमलेश राय पिता स्व० नगुट राय मौ: राजापुर थाना श्री कृष्णापुरी जिला पटना ने आपसी बटवारा दिनांक 10-6-09 के द्वारा निम्नांकित जमीन का दाखिल खारीज के लिये अनुरोध पत्र किया है।

जमीन का विवरण

मौजा	अंचल	रकबा	प्लौट	रकबा	लगान
राजापुर	3	26	916	12-33	2=00
,,	,,	26	916	12-33	2=00
,,	,,	26	916	12-33	2=00

कैम्प में उपस्थित राजस्व कर्मचारी एवं अंचल निरीक्षक के जाँच कार्यालय जाँच प्रतिवेदन अभिलेख में संलग्न है। उनलोगों ने आवेदक के पक्ष दाखिल खारीज करने की अनुशंसा किये है। कैम्प में उपस्थित व्यक्तियों से भी दावा में कोई आपत्ति नहीं है।

अतः राजस्वकर्मचारी एवं अंचल निरीक्षक के अनुशंसा के आधार पर दाखिल खारीज स्वीकृत किया जाता है। शुद्धि पत्र निर्गत करें।

ह०अस्पष्ट
अंचलाधिकारी
पटना सदर

ह०अस्पष्ट
अंचलाधिकारी

प्रमाणित सच्ची प्रतिलिपि
[illegible]

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Sch. XIV—F. No. 180V. वि० ग० प्रेस, गया।

एस्टेट मालगुजारी।	फरद मालगुजारी/फरद एयती	
थाना सर्कल। नाम मौजा मय	नाम रैयत मय तादाद्या जमाबन्दी	
मौजा मौ[illegible] नम्बर।	बो[illegible] कुनत। नम्बर।	

तफसील।

जमा मालगुजारी	सालाना	तीन वर्ष से ज्यादा।	३रा वर्ष।	२रा वर्ष।	१ला वर्ष।	हाल।	
मालगुजारी (नकदी)							
मालगुजारी (जायदी)							
सेस							
सूद							
मुतफरकात							
मीजान							

तफसील अदायकारी।

अदायकारी बाबत	बकाया तीन वर्ष से ज्यादा।	३रा वर्ष।	२रा वर्ष।	१ला वर्ष।	मोतावल हाल।	फाजिल
मालगुजारी (नकदी)						
मालगुजारी (जायदी)						
सेस						
सूद						
मुतफरकात						
मीजान बकायाजात						

(१) मीजान कुल (लफ्ज में)

(२) [illegible]

(३) कुल बकाया —

वस्तुदद मो तारीख जमाबन्दी तफसील कुनिन्दा।

*जात मालगुजार का बकाया मालगुजारी पर जिस [illegible] पर जिन पर कि पाटकिश्त करने हो तो [illegible] लिखा जाता है।

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Vol. XIV—N. No. 1807. फिo गo-प्रेस, गया।

रसीद मालगुजारी। फरद मालगुजारी/फरद रैयती

बाबत सन् १३ नाम रैयत मय बल्दियत जमाबन्दी

बाबत जो तलब न कर। बो० कुनत। नम्बर।

परगना [illegible] मौजा [illegible] 64 7055

बराबरी भावली [illegible] तफसील हिसाब लगान भावली।

[illegible]

जिला [illegible]

नाम मय तफसील (बकाया/१५ हाल/मोतावल/बाकी)

मद मालगुजारी	बाजाब्ता	बकाया तीन वर्ष से ज्यादा।	३रा वर्ष।	२रा वर्ष।	१ला वर्ष।	हाल
माल (नकदी)						
मुजारी (भावली)						
सेव ...						
सूद ...						
मुतफरकात ...						
मीजान						

तफसील बकायकारी।

असामीवार बाबत।	बकाया तीन वर्ष से ज्यादा।	३रा वर्ष।	२रा वर्ष।	१ला वर्ष।	मोतावल हाल।	फाजिल
माल (नकदी)						
मुजारी (भावली)						
सेव ...						
सूद ...						
मुतफरकात ...						
मीजान बकायकारी						

(१) मीजान कुल (रकम में)—

(२) नाम कोहेदार—

(३) कुल बकाया—

दस्तखत व तारीख अमला जिसने तफसील कुनिन्दा

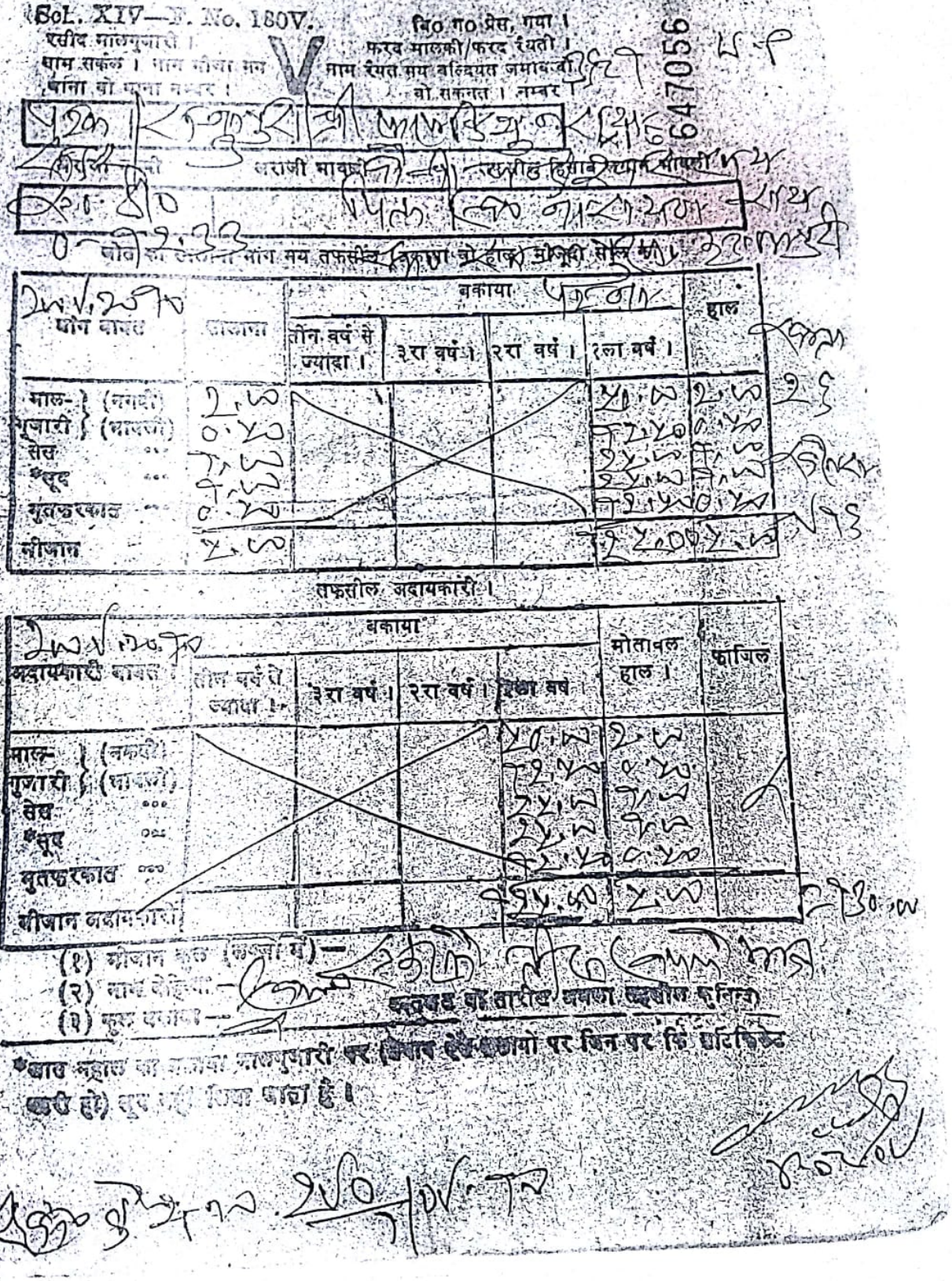
*जाब महाल का बकाया मालगुजारी पर किस एक रकम पर जिस पर कि सार्टिफिकेट जारी हो) सूद नहीं लिया जाता है।

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BoL. XIV—B. No. 180V.

बि० ग० प्रेस, गया।

फरद मालकी/फरद रैयती।



तफसील अदायकारी।

अदायकारी बाबत	बकाया				मोतावल हाल।	फाजिल
	तीन वर्ष से ज्यादा।	३रा वर्ष।	२रा वर्ष।	१ला वर्ष।		
माल-गुजारी (नकदी)						
माल-गुजारी (मालकी)						
सेस						
*सूद						
मुतफरकात						
मीजान अदायकारी						

(१) मीजान कल (कुल में)—

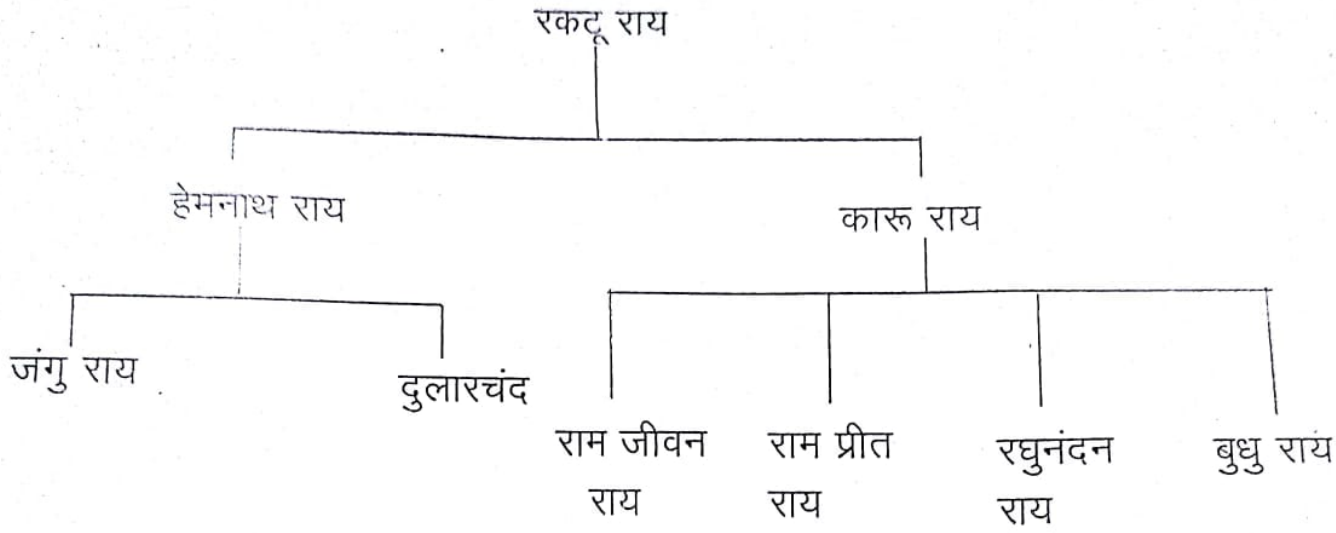
(२) माफ वेहिसा—

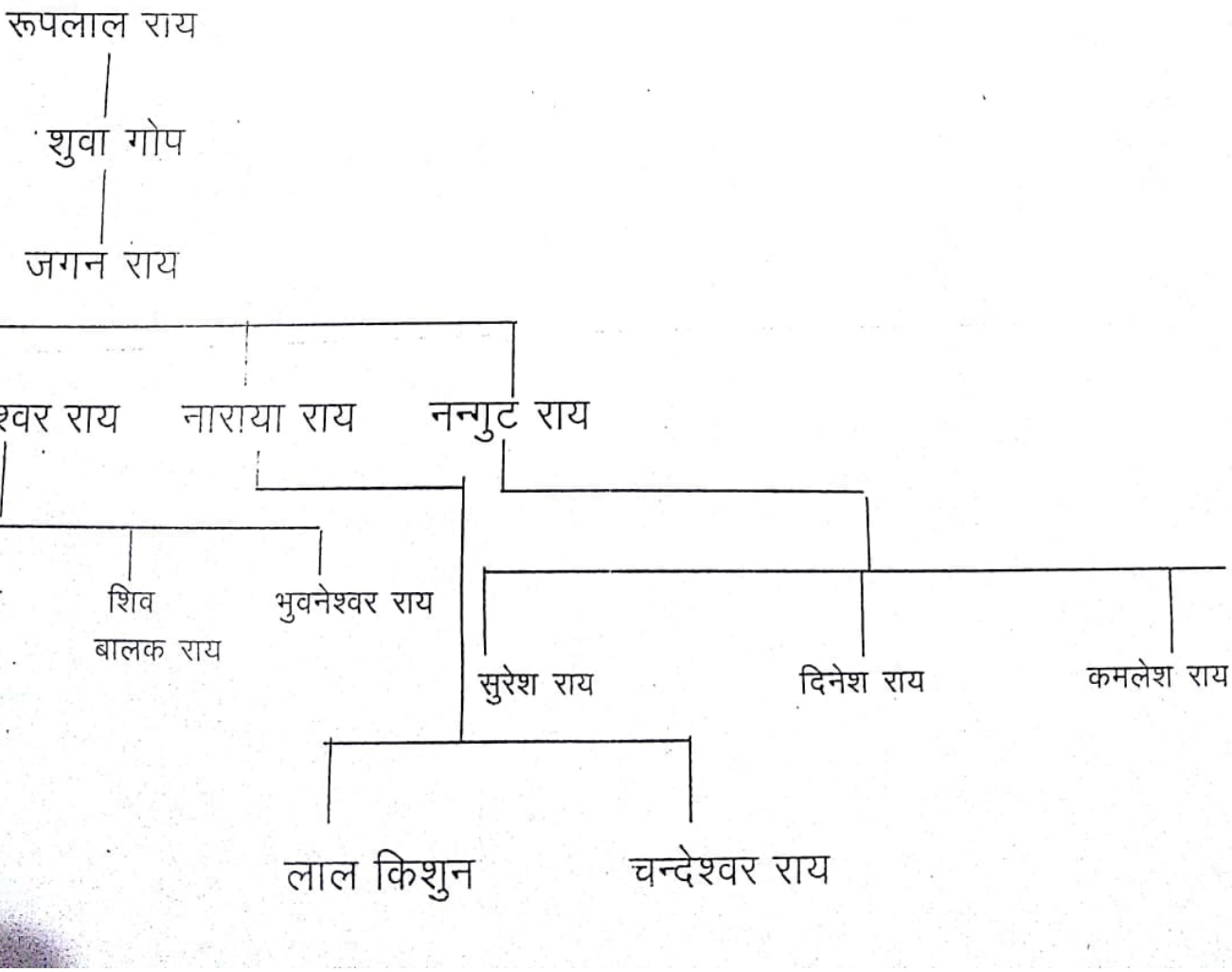
(३) खुद दाखिल—

फरद का तारीख अगला उद्योग तक।

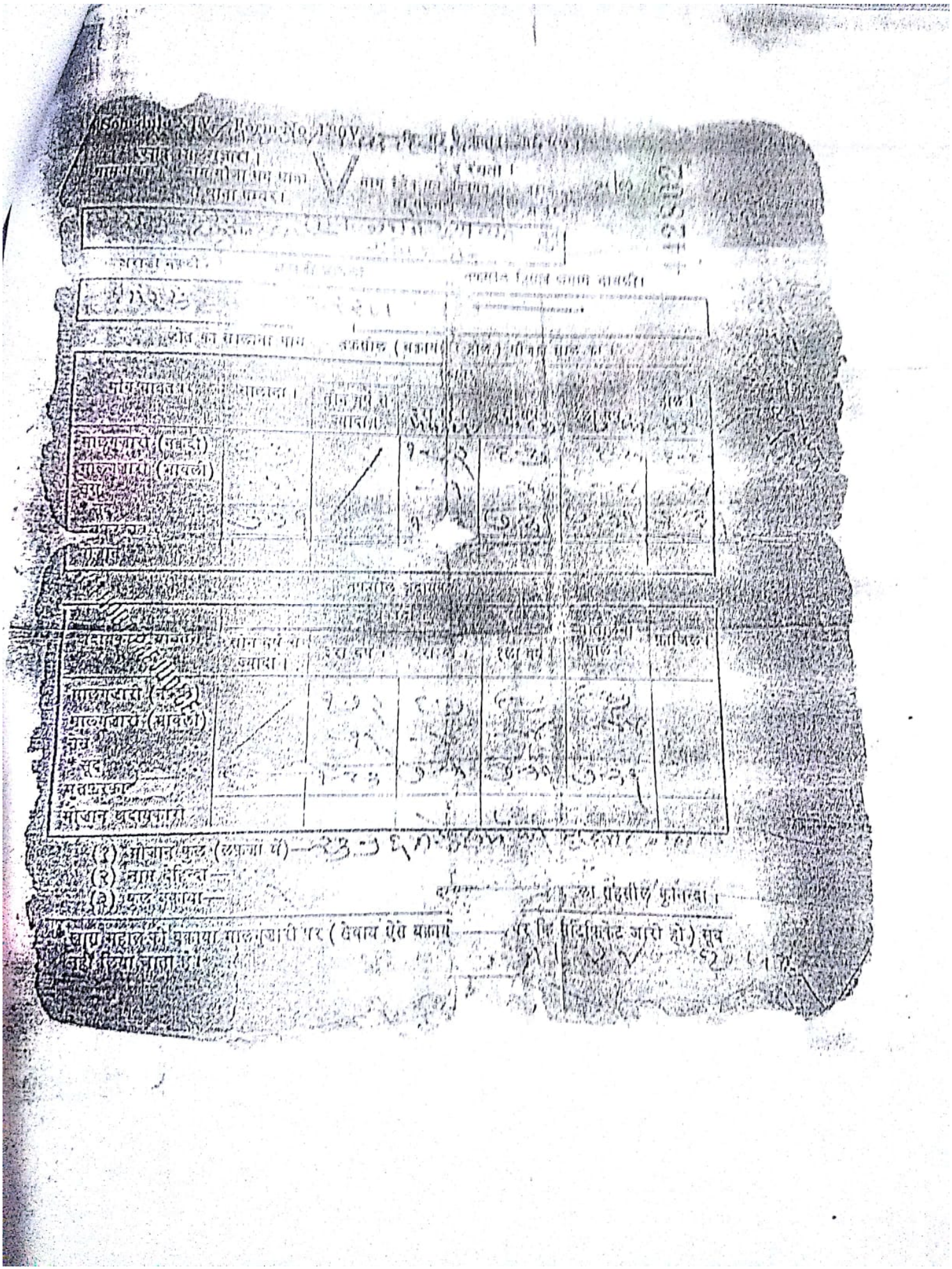
*जब महाल का तमाम मालगुजारी पर (जिस दर्जाओं पर जिन पर कि निर्दिष्ट अदा हो) खुद [illegible] किया जाता है।

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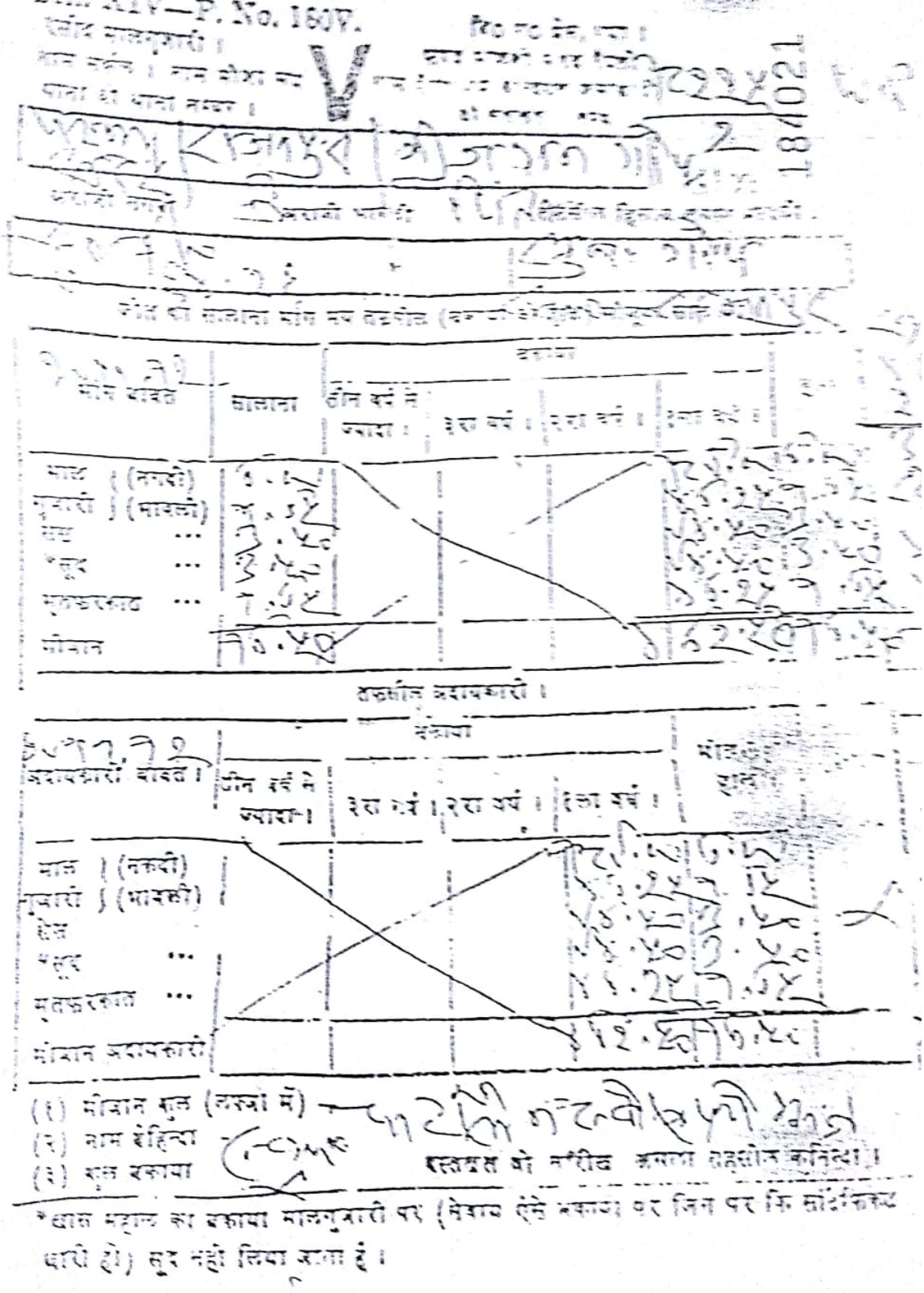




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Sch. XIV—P. No. 180P.



तहसील अदायकारी।

अदायकारी बाबत।	जीन वर्ष से ज्यादा।	३रा वर्ष।	२रा वर्ष।	१ला वर्ष।	मौजूदा साल।
माल (नकदी)					
गुजारी (भायली)					
लेत					
*सूद ...					
मुतफरकात ...					
मौजूदा अदायकारी					

(१) मौजूदा कुल (रकमों में) —
(२) नाम देहिन्दा
(३) कुल बकाया

रस्तखत वो तारीख अमला तहसील कनिंदा।

*खास महाल का बकाया मालगुजारी पर (सेवाय ऐसे बकाया पर जिन पर कि सार्टिफिकट जारी हो) सूद नहीं लिया जाता है।

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ONE RUPEE

Serial No. 32532 Book No. :- 1 Deed No. 26874

भारतीय गैर-न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

बिहार BIHAR

Serial No. 32532

बिहार BIHAR

Deed No. 26874 M 029548

सं०.....तिथि.....मूल्य.....सं०.....वास्ते

नाम पता.....

Govt. of Bihar

District Registry Office ,Patna.

Summary of Enlargement u/s-28/87

This document was presented for registration on 11/10/2012 by Sri Harsh Narayan Singh (Agent)

A Stamp duty of Rs. 111300/- and other Fees of Rs. 954/- has been paid in it.

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

The document has been registered as Deed No. 26874 in Book No. 1, Volume No. 515 on page from 127 to 151 and has been preserved in total 25 pages in C.D. No. 80 / Year 2012

SCANNED

Signature with Date

(Ashok Kumar Mishra)

Registering Officer, Patna

Date: 11/10/2012 Token No: 33326 /2012

Challan No. 1829, 1174 dated 11-10-2012

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made and entered into on this the 11th day of October 2012 at Patna.

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District Registry Office, Patna

Token Number 33326 Reg. Year 2012 Serial Number 32532 Deed Number 167

PresType	Name	Photo	Thumb	Index	Middle	Ring
Presented By	Harsh Narayan Singh (Agent)					
Sig.						
Executant	Harsh Narayan Singh (Agent)					
Sig	11/10/12	N/A	N/A	N/A	N/A	N/A
Claimant	Abu Dojana (Minor)					
Sig	11-10-12					
Identified By	Qamber Hasnain					
Sig	11/10/12					

SCORE Ver.3.0 Powered by InfoSystem and Solutions, Patna Biometric Captured By

Scanned by CamScanner

BETWEEN

SRI Harsh Narayan Singh, Son of Late Jagat Narayan Singh resident of 86, Gandhi Nagar Boring Road Patna – 1, P.S.- Shri Krishnapuri, District – Patna, by Nationality – Indian, hereinafter referred to as the **"LAND OWNER"** (which expression shall unless excluded by or be repugnant to the Context be deemed to include his heirs, assignees, executors, administrators, representatives and successors-in-interest) of the **FIRST PARTY (LAND OWNER)**

MERIDIAN CONSTRUCTION (I) LTD.

CHAIRMAN / MD

AND

M/S Meridian Construction (India) Limited, having Registration No. 03-08672, and having its Registered Office at 305, Sukriti Apartment, S.P. Verma Road, Patna – 1, through its Managing Director Mr. Abu Dojana, Son of Late Syed Rahmatullah, resident of Haroon Nagar, Sector –II, P.S. Phulwari Sharif, in the Town and District – Patna, by Nationality – Indian, hereinafter called and referred to as the **"BUILDER/DEVELOPER"** (which expression shall unless repugnant to the context or meaning thereto mean and

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include its/his/heirs, assigns, executors, administrators, legal representatives and/or successors-in-office) of the **SECOND PARTY (DEVELOPER).**

WHEREAS, the above named land owner is the absolute owner of the aforesaid property, fully described in Schedule A, all of Measuring an area of 11 Kathas 6 Dhoors 14 Dhoorkies = 15431 Sq.ft. = 35.424 Decimals of land approximately, in part of Plot No. 919, Khata No. 24, Thana No. 3, Mauza- Rajapur, P.S.- S.K. Puri, Town and District- Patna originally belongs to Late Vijaya Laxmi Singh Wife of Jagat Narayan Singh there was family arrangement partition between her heirs and successors according to Hindu Succession Act. And in that family arrangement partition Plot No. 919 measuring an area of 78.3/4 Decimals more or less has been allotted in the share of Harsh Narayan Singh and since then the said Harsh absolute owner thereof.

AND WHEREAS, the said Harsh Narayan Singh filed an application before the Circle Office, Sadar Patna to mutate his name which was recorded as Mutation Case No. 2709/1/2006-07 and after passing an order the revenue rent

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receipt has been issued in the name of Harsh Narayan Singh vide Jamabandi No.3519.

AND WHEREAS ,the owner covenant that the aforesaid property is in his exclusive possession with absolute right , title and interest and the same is free from all encumbrances ,debts , lien , charges and attachments and in marketable condition and have in himself good right , full power and absolute authority and title to transfer in the whole or part of the said property owned and possessed the same and he came and remained in peaceful physical and exclusive possession over the same as absolute owner .

WHEREAS , the M/S Meridian Construction (India) Limited , a company incorporated under the Companies Act ,1956 , is a public limited company and one of its main objective is to acquire land and to construct thereon Multistoried commercial / residential / commercial-cum-residential Flats / Apartment and to sell the same to its various Buyers.

AND WHEREAS , the above named land owner is interested to develop the aforesaid land through reputed Developer ,for that the Land owner / First Party approached the developer and requested him to construct a multi storied building complex and after negotiation with the aforesaid developer and as a result of which the parties hereto and on representations and declarations made by the owner and that he has a valid and perfect title over the aforesaid land and the developer has also checked and verified the title of the owner and after being satisfied himself and agreed upon the terms and conditions regarding developments between the parties , this Development Agreement witnesseth and present as follows :-

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AND WHEREAS IT IS REPRESENTED AND DECLARED BY THE OWNER:-

(i) That the said property is under the exclusive possession of the owner with absolute right , title and interest and has full right and absolute authority and title to transfer and convey the whole or part of the said property , having full marketable title therein.

(ii) That the owner has not created any encumbrances on the said property or any part thereof by way of sale, mortgage, exchange, lease , trust, assessment . liens , leave and license , permission ,rent , possession charges or any other encumbrances whatsoever .

(iii) That no notice or notification for acquisition requisition under any of the statue of the past or presently in force , have been received , served or passed by the Patna Municipal Corporation , Income Tax Department or any other Government Authorities for acquisitions or requisitions of the said land or any part thereof .

(iv) That there is no attachment , either before or after judgment and there is no claims , demands ,suits ,decree , injunction , order , lispendens , notices , petition or adjudication order affecting the said property or any part thereof.

(v) That apart from the owner , none else is entitled to or has any share ,right , title and/or interest over and in respect of the said property or any part thereof in any manner howsoever.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

(i) The owner hereby appoint the aforesaid Developer as the Developer of the said property and irrevocably grants to the Developer , who hereby accepts from

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the owner the exclusive right , possession and licenses to develop the said property fully described in the Schedule-A hereunder written in the manner and on the terms , conditions and stipulation hereinafter mentioned.

(ii) That the entire area of land given in Schedule-A of this agreement shall be handed over to the developer for construction of a multistoried building complex and the entire cost to be incurred for construction of the same shall be borne by the developer . The developer will construct the proposed building as per the sanction building plan of the Patna Municipal Corporation .

(iii) That the developer will be exclusively responsible for any accident or incident to be caused during the period of construction and they will be responsible and answerable before the court of law for the same in any way.

(iv) That the entire multistoried building shall be constructed by the developer and the entire cost to be incurred for construction shall be borne by the developer including the cost of sewerage , drainage with all fittings , amenities ,electric fittings , water connection , electrification , generator ,transformer intercom etc. till the final finishing and completion of the entire building to make them habitable for the land owner and other inmates of the building.

(v) The name of the proposed multistoried building complex shall be .....

(vi) That the developer agreed to hand over 50% of the total Super Built-up area to the land owner on consideration of the cost of land and building in shape of flats and car parking spaces on Pro-Rata basis along with proportionate 50% undivided share with all right , title and interest in the said land for the use and occupation of the land owner as absolute

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owner with all right and absolute title and possession over the same with an exclusive right to transfer , convey , sell , grant , lease or otherwise alienate his interest to any person or persons , association of person , firm body corporate etc . on such terms and condition as both the parties may deem fit and proper.

(vii) That similarly , the developer will retain 50% of the total super built-up area in shape of flats and car parking spaces in consideration of cost of construction with an absolute ,right ,title and interest and may transfer , convey , sell ,grant lease or otherwise alienate their interest to any person or persons , association of person , firm, body corporate etc. on such terms and conditions as they may deem fit and proper .Both the land owner and the developer will have absolute right ,title and interest over their respective shares.

(viii) That as per the provision laid down in Section -5 of the Bihar Apartment Ownership Act , 2006 ,both the land owner and the developer will be entitled to sell /transfer their respective share separately.

(ix) That it is further agreed by the parties that any alteration in the approved building plan within the parameter of the Patna Municipal Corporation ,which may be deemed necessary during or after the sanction of the building plan shall be done by the developer with the prior consent of the land owner and the developer may alter such changes at its own risk and expenses .If any further construction will be made then the same shall be distributed between the land owner and developer as per the above mentioned share.

(x) That the land owner is entitled to get his name mutated in Government records or in Municipal records with respect of his 50% super built –up area .

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(xi) That after delivery of possession of the land owner's share to the land owner , all outgoing expenses i.e. Holding Tax , Ground rent or any other tax of rent shall be borne and paid by the developer or their nominees . During the period of construction of the multistoried building complex , all out going expenses related to the land shall be borne and paid by the developer.

(xii) That the Developer shall not create any kind of charge or encumbrances over the scheduled land and if the developer will raise any kind of loan for construction of the proposed multistoried building complex then the developer shall be sole responsible to repay the said loan and the land owner will have no concern with the same. But the intending buyer/s of the proposed multistoried building complex will be free to take loan from any financial institution to purchase the flat and to secure the due repayment of the said loan , they may mortgage their flat in favour of the said financial institution and the same will be the personal liability of the proposed buyer of the flat.

(xiii) That the certificate of the architect regarding measurement of the super built-up area , built –up area and common service area will be the final and binding on both the parties subject to verification by the expert engaged /hired by the land owner in case of dispute between the parties.

(xiv) The owner shall , after the execution of this agreement allow the Developer , their staff , Engineers , Architects , Workers etc. to enter upon the said property to enable the Developer to carry out various development works as stipulated in this agreement.

(xv) That the builder will develop and construct the proposed building with all amenities therein on and thereon

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and give peaceful vacant possession of the owner's area to the owner within 39 months from the date of sanction of the Building plan by the PRDA (Dissolved) /PMC or from the date of handling over the vacant possession of the land to the developer , whichever is later, with further grace period of 06 months ,incase of any accidental or such happening which are beyond the control of the developer such as fire , tempest , accident , strike and any other act of God and in case of any damage or collapse the building in any natural calamity ,the owner shall remain the owner of 100% of the total land.

(xvi) That the developer agreed to construct a guard room at the ground floor of the building for the accommodation of the security guard to be appointed by the management committee of the building for security of the building with the mutual consent of land owner as well as Developer.

(xvii) That if the land owner ask the developer for any extra work and extra fittings in the land owner's share other than the specification mentioned in this Development Agreement , then the land owner will pay the cost of such extra work and extra fitting as per market rate.

(xviii) That, the Developer will construct and provide Marble one piece slab in the kitchen and other require area of the land owner at the cost and expenses of Developer.

(xix) That the Developer shall develop the said property themselves or through any agency , company etc. of their choice at their own cost and will be responsible for the Development of the said land and neither the owner nor any persons claiming through the owner shall have any right to interfere in the development of the said land but the developer

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or company or agency will use the standard materials as required for the same.

(xx) That the land owner is entitled to verify and supervise the quality of materials to be used for construction of the building must be standard quality and if the land owner find that the materials used for construction is not upto the marks and of good quality then he should intimate the same to be developer in writing and demand to use better quality of materials of Standard quality with the approval of the land owner then penal action will be taken against the concern persons , agency , or company in accordance with law .

(xxi) That both the parties agreed that the approach road to the plot /site would be acquired /arranged by the developer himself only from the Southern or Eastern side of the plot /site and the land owner is not at all responsible for that . In worst case, if the approach road to the plot /site is not arranged by the Developer from the Southern or Eastern side of the plot then this development agreement will deem to be cancelled.

(xxii) That it is agreed between the parties that if the building plan for at least G + 4 is not approved then owner share will be of G + 4 otherwise the development agreement deemed to be null and void.

(xxiii) That it is also agreed between the parties that if the building plan is approved for more than G + 4 (Additional Plan) then the owner and developer share will be of agreed share i.e. (50% & 50%).

(xxiv) That in case future /further construction is taken place then the owner and developer will share the same as per the agreed percentage of the share.

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(xxv) That it is agreed between the parties that the Developer shall transfer , convey , sell , grant lease or otherwise alienate his share to all sections / communities of society and not any particular section or community.

(xxvi) That the builder shall provide free of cost at his own cost provide generator , electric energy , through PESU installation or from Power connection or installation of electric meter for all the flat of owner share.

(xxvii) That the owner shall be satisfied with regard to the proposed plan and thereafter the final plan for construction shall be presented for inspection through its Architect or Engineer or as they will propose and then and only then the final plan for the construction of the apartment (building) shall be presented before the competent authorities Sanction plan over the same land . The Builder have the right to sign over the sanction plan and all concerning documents before submitting the competent authorities for getting the sanction plan over the same land and the developer shall be responsible its Act.

(xxviii) That the owner shall be at liberty to engage their Engineer , Architect , Supervisor to look after the construction including the materials to be used in connection with the construction of the building.

(xxix) That the owner shall be at the liberty to stop the use of sub-standard material to construction any time and the builder shall replace the sub-standard materials by the standard materials.

(xxx) As a result of the negotiations between the parties here to and on the representation and declarations made by the owners as therein recorded and Agreement for Development of the said property by the aforesaid Developer has been

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arrived at between the parties thereto upon terms and conditions hereinafter appearing .

(xxxi) After the execution of the Development Agreement between both the parties , the Developer shall proceed expeditiously with preparation of the plans and drawings , for the said building .

(xxxii) The Developer shall obtain consent /approval of the owners for the final plans of the said building and allot 50% share of the super built-up area to owners giving specific location of the flats before submitting the same for sanction to PRDA or P.M.C. and or any other local authorities.

(xxxiii) The owners shall have no objection of the aforesaid building plans are submitted to the local authorities (IES) in the name of the builder or any other permission approvals are obtained in their name and agree 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 the such approvals/ sanction shall be borne by the Developer alone .

(xxxiv) It is further agreed that any alteration or revision of the aforesaid plans within the parameters of the P.M.C. or an competent authorities , Building Rules and Regulations ,which may not become necessary shall require further approval of the owner also . Moreover ,the builder shall sign the papers themselves.

(xxxv) As consideration for 50% (Fifty Percent)of undivided share in the said property to be conveyed /transferred by the owners to the Developer or its nominees in terms of clause-xxxv above the Developer agrees to deliver and give possession to the owners of 50% (Fifty Percent) of the total super built-up area as well as 50% (Fifty percent) in

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the open parking space on the ground floor of the said building to be constructed by the Developer at its own costs on the said property hereinafter called the Owners area. The owner's share of the flats will however be so planned as to locate the flats on their own portion plot of land to the extent to the possible to do so. The owners will have right to choice of flats . The owner have liberty to take his agreed share on each Block or building on Pro-Rata basis.

(xxxvi) As soon as the plan is duly sanctioned /approved by P.M.C. or any competent authorities ,the parties shall execute a separate Supplementary Agreement for allotment of flats clearly demarcating the owner's share and developer's share of super built- up area in the building.

(xxxvii) Owners and their nominees shall solely and exclusively be entitled to the owners area they shall have absolute right ,title and interest over the owner's area and shall fully entitled to use and enjoy the same either themselves , individually or collectively and shall be fully entitled to transfer , convey , grant , otherwise , alienate their interest ,if any , in any manner as deemed fit by them to any person , Association of persons ,firm, body corporate , co-operative society , Government Agencies etc. on such terms and conditions as may be decided by the owners individually or collectively.

(xxxviii) The zero date shall be the date when vacant physical possession taken by the Developer after the plans are approved by the P.M.C. ,or any competent authorities.

(xxxix) That in the event the Developer fails to complete the constructions as per plan , within the time frame as stipulated above ,the owners shall be entitled to and the

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Developer shall be liable to pay to the owners compensation @ Rs.10,000/- (Rupees Ten Thousand) only per day for entire share of land owners area as well of the builder's share , if the same is un-constructed and not handed over . The compensation will be reduced in direct proportion to the land owners share completed and handed over , meaning thereby the owner shall take the possession of the constructed building along with the law , meaning thereof that the owner shall take the possession in the constructed building with law within time.

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(xl) That the Developer has to ensure good quality of work as per agreed specification attached herewith as Schedule-B and the owners will have right to put any obstructions in construction will the completion of the complex but will have the right of inspection at any time during the construction of the buildings including fittings and fixtures and can verify the agreed specifications and quality of the construction with the Developer. However , if the owners finds any deviation or variance with the specifications as given by the Developer (Schedule- B) the owners will have the right to point this out to the Developer for Rectification and further construction work will proceed only after the deviation or otherwise is rectified . The same right to point out any deviation from the sanctioned plan shall remain with owners . If any fine penalty etc. levied for deviation from the sanctioned plan the Developer shall alone be liable for the payment of the same.

(xli) This Agreement shall not ever be deemed to constitute a partnership of any sort between the parties hereto.

(xlii) The owners and their nominees and the Developer and its nominee shall jointly have undivided right

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Developer shall be liable to pay to the owners compensation @ Rs.10,000/- (Rupees Ten Thousand) only per day for entire share of land owners area as well of the builder's share , if the same is un-constructed and not handed over . The compensation will be reduced in direct proportion to the land owners share completed and handed over , meaning thereby the owner shall take the possession of the constructed building along with the law , meaning thereof that the owner shall take the possession in the constructed building with law within time.

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(xl) That the Developer has to ensure good quality of work as per agreed specification attached herewith as Schedule-B and the owners will have right to put any obstructions in construction will the completion of the complex but will have the right of inspection at any time during the construction of the buildings including fittings and fixtures and can verify the agreed specifications and quality of the construction with the Developer. However , if the owners finds any deviation or variance with the specifications as given by the Developer (Schedule- B) the owners will have the right to point this out to the Developer for Rectification and further construction work will proceed only after the deviation or otherwise is rectified . The same right to point out any deviation from the sanctioned plan shall remain with owners . If any fine penalty etc. levied for deviation from the sanctioned plan the Developer shall alone be liable for the payment of the same.

(xli) This Agreement shall not ever be deemed to constitute a partnership of any sort between the parties hereto.

(xlii) The owners and their nominees and the Developer and its nominee shall jointly have undivided right

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title and interest over the total land of the said property in their respective shares of 50% of the owners and 50% of the Developer.

(xliii) As stated above the Developer shall be deemed to be in possession of the said property and shall be free to do all legal acts , deeds , and things required for development and construction of the said building at the Developers own cost and expenses .

(xliv) The Developer shall be entitled to develop the said property by construction thereon one or more buildings consisting of flats , parking space and other structures in accordance with building plans approved and sanctioned by P.M.C. or any competent authorities ,as stated herein above.

(xlv) The Developer shall be entitled to enter into agreements for sale or lease in terms of this Agreement or otherwise allot flats , parking spaces and other tenements comprised in the Developer's area in the said building which is 50% (Fifty Percent) of the total super built-up area and which does not form part of the owner's area.

(xlvi) Similarly the owners shall be fully entitled to enter into agreements for sale way of lease /sale or otherwise allot flats and other tenements comprise in the owner's area in the said building which is 50% of the total super built up area including the super built up area and which does not form part of the Developer's area.

(xlvii) The owner shall at no time demand further sum of premium or any interest in any dealing regarding sale of Developer's area and the owner shall ,if necessary execute all such deeds and documents as may be required by the developer in this regard .However ,the stamp duty and all

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expenses towards registration shall be borne and paid by the purchaser/s only and in no case by the owner.

(xlviii) From the date of delivery of possession of owner's area to the owner , the owner and or its allottees and the Developer and/or its allottees shall jointly have or be deemed to have undivided right , title and interest over the total land of the said properties in the proportion of their respective share in the said building even without any further act , deed , matter or thing done by the owner in this regard.

(xlix) The owner hereby undertake not to sell , dispose off , alienate , charge , encumber , sublease or otherwise transfer the said land and/or property or any part thereof and further undertakes not to do any act(s) , deed(s) , matter(s) or thing(s) as shall be in breach of terms of this Development Agreement save and except putting the said Developers thereon for the purpose of Development pursuant to this Development Agreement . The owner shall at no point of time after the commencement of Development activities of the said property as per the agreement try to disposes the said developer directly or indirectly from the said property.

(l) The Developer shall be entitled to enter into agreement for sale, or otherwise allot units in the Developer's area in the said building as detailed above and which does not form part of the owner's area and the developer may enter into and shall exclusively be entitled to realize all amounts receivable under such agreements etc. for development and construction of the said building and for its own use.

(li) Similarly the owner shall be fully entitled to enter into agreements for sale for otherwise allot units comprised in the owner's area in the said building and which does not form part of the Developer's area and also entitled to realize all

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amounts receivable under such agreements ,sale ,deed , deed of allotment etc. for his own use.

(Iii) The owner agree and undertakes that they shall execute and give an irrevocable General Power of attorney in favour of the Developer and/or its nominee/s for development works only and nothing else so that no hindrance or obstruction is caused to the developer in carrying out and discharging its obligation under these presents and thereby giving the Developer right and authority to have and enjoy peaceful possession of the said property and to do all such acts and /or things that may be necessary for the Development , planning ,construction of the said building and sale of the Developer's area . It is ,however expressly agreed and understood between the parties that the aforesaid irrevocable General Power of Attorney shall be governed by the provisions of this Development Agreement and in case of any conflict between the provisions of the aforesaid irrevocable General Power of Attorney and in this Development Agreement ,the provisions of Development Agreement shall prevail.

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THE DEVELOPER FURTHER UNDERTAKES :

(i) That the Developer will not do any act of commission , omission , expressly or impliedly , directly or indirectly by which the owner's right , title and interest over the said property may in any manner be adversity affected until the Developer has given delivery of possession of the owner's area to the owner.

(ii) To indemnify the owner and always keep them indemnified and harmless in respect of all claims , damages , compensation or expenses payable in consequences of any injury or accident sustained by any workman , artisan or invitees or other person whether in the employment of the

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Developer or not while in or upon the said property and during the period of construction of the said building thereon. The Developer shall solely responsible for that.

(iii) That the Developer shall not create any charge or encumbrances over the said property for its own benefit without the written consent of the owner/

(iv) The owner and the Developer hereby agree that in case in future ,at any time ,due to relaxation in the building bye-laws ,if it is possible to construct any extra built-up area at the exclusive cost and expenses of the builder beyond the area already sanctioned by the Patna Municipal Corporation , shall be distributed between the owner and developer in the same proportion ,as mentioned hereinabove i.e. 50% -50%.

(v) The owner will deliver to the Developer's and /or its duly authorized representative , certified copies / photo copies of all original title deeds documents and papers relating to the said property for complete examination of the owner's title thereto and the owner agree to co-operate with the Developer in such examination of the owner's title and to answer and/or comply with all reasonable requisitions that may be made by the Developer and /or comply with all reasonable requisitions that may be made by the Developer and /or its representative in this regard to establish a marketable title to the said property.

(vi) In case because of defective title or there be any liability or any encumbrance on the Owner , then in such even , the developer shall be entitled to have such defects rectified and/or liability cleared for and on behalf of the Owner and at the owner's cost and expenses . And the Owner agree to indemnify the Developer for all losses including consequential loss arising out of such defect.

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CHAIRMAN CUM MANAGING DIRECTOR

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(vii) The Developer shall be entitled to retain only photo copies /certified copies of the original documents pertaining to the said property including title deeds etc. However , the original documents will be produced by the Owner for inspection and photo copies will be given whenever required by the Developer . However finally all the original documents shall be handed over to the owner's society / Association of Owner and kept them in safe custody.

(viii) In any even the developer without prejudice to forgoing declarations , agree and undertake to remove all obstacles and clear all outstanding , doubts or defects, relating to the title of the property at the Owner's cost and expenses so as to ultimately vesting the said land /property in the Developer or its nominees free from all encumbrances and defects.

(ix) The Developer with Land Owner shall form as it deems proper , a Co-Operative Housing Society /Association of person , Body corporate etc. for maintenance of common services of the building with the consent of the Land Owner . And in due course , the unit Owner and their nominee(s) shall become members of such Organization formed by the Developer , Land Owner and the unit Owner , their nominees , respective agents , servants , licenses , tenants etc. shall be bounded to abide by the rule and regulation as be formed by the developer and Land Owner or the Organization from time to time , and they shall be bound to contribute towards the costs of formation of such organization as well as to pay the regular maintenance charges as fixed and revised from time to time by the developer and Land Owner for the maintenance and management of the entire building complex

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according to the standard Agreement finalized by the developer, the Owner and its nominee(s) shall be bound to hold and own portions of the owner's area in the said building on the same terms and conditions as be contained in the aforesaid standard agreement and to execute similar Agreement.

(xi) The common area shall jointly be owned by all the Unit Owner of the said building with equal entitlements to use all common area and facilities extended for utilization by the occupants of the said building on the said terms and conditions applicable to all ,for such utilization . No unit owner/s of any part of the said building will have any exclusive right ,title and interest over the common areas and common facilities except the right of common use.

(xii) The owner agree that if any levy is imposed by Patna Municipal Corporation or any other public body or bodies or the Government for the development /betterment of the area in which the said property is located or any other levy becomes applicable on the said land or the building thereon then the same shall be paid by the owner and the developer (or its allottees) jointly in the same proportion as their respective shares of super built-up area in the said building.

(xiii) The owner agrees that in case any fine or penalty /fee/fine to be imposed on the said building for any alleged deviation from the sanctioned plan , resulting in any excess construction of the super built-up area of change within the bye-laws then the same shall be solely borne and paid by the Developers.

(xiv) It is also agreed that the Developer will see that

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a fresh electric connection for the purposes of the construction and development work to be done by them for the Patna Electric Supply Undertaking to which the owner will have no objection .

(xv) That it is agreed that in all transfer/conveyance of land and /or super built –up area ,the purchaser(s) transferee(s) shall bear the cost of stamp duty , registration fee and other registration charges /expenses etc. without any liability upon Land Owner.

(xvi) That the Owner agree and undertake that in case of any dispute or litigation by person (s) claiming to be the co-shares or content in the schedule- A property or claiming their right , title and interest regarding the Schedule-A property , the ongoing construction and development activities shall not be stopped or affected in any manner and the Owner shall keep the develop indemnified and development activities shall be free from all hindrance(s) so that the project may be completed in time and in the larger interest of investment made investor's interest involved and factor of cost escalation.

(xvii) That in case of any dispute or differences between the parties arising out of relating to this Development Agreement or any dispute the same shall be settled by the parties first and in case of failure ,the same shall be settled by reference of the dispute or differences to the arbitrator appointed by mutual consent of both the parties and such arbitration shall be conducted under the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time at Patna.

(xviii) That this development agreement is being executed between the land Owner and the Developer in accordance with the provision made in Bihar Apartment

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Ownership Act , 2006 in which after the development ,the developer and the land Owner shall be the absolute owner of their respective share /flats i.e. 50% -50% and both the land owner and the Developer shall be entitled to sell , transfer their respective shares to any intending buyer/s for perfecting the right and title .

(xix) That in case additional floor would be constructed on the said land after approval of revise plan in that case extra share will be given to the land owner of fifth floor ,or any additional floor as per their respective share i.e. 50% -50%.

(xx) That the developer /promoter hereby agreed and undertake to provide branch road towards east side or south side of the said plot for front elevation of the proposed building .

(xxi) That after the construction and completion of the project the respective share Owners i.e. developer/promoter and the land owner ,shall be the absolute owner of their respective shares and they will be entitled to sell /transfer their shares respectively and as per the Bihar Apartment Ownership Act , 2006 and Bihar Apartment Ownership Rules in Section 5(1) clearly declared their shares as absolute OWNERS and in the light of Bihar Apartment Ownership Act, 2006.

(xxii) That all disputes and cases pertaining to this deed shall fall within the jurisdiction of the Court located in Patna only.

(xxiii) That under this Development Agreement , the Developer /Builder , is liable to do the following acts , after completion of the building project as mentioned above , as per his share hereunder :-

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(A) To execute or sign on agreement for sale , Deed of absolute sale or other documents for effectuating the lawful transfer of the Flats/ Parking Space falling in the share of the Developers.

(B) To present or file the above documents/ Deeds before the registering authority for getting them registered.

(C) To engage Advocate , Vakil , Solicitor pertaining to the proceeding and to sign on Vakalatnama , suit , plaint , written statement etc. and to compromise the same in respect of the transferring of the properties after taking consent of the Owner.

(xxiv) All the outgoing expenses in respect of the Schedule property from the date of real possession taken by the Developer shall be borne and paid by the Developer who however shall not be liable for any of the outgoing for the period prior to the real and actual possession .

(xxv) It is agreed that in all transfer/ conveyance of the land and/or built up area . The purchaser/transferee(s) shall bear the cost of stamp duty ,court fees and other registration charges . The cost of development agreement , its registration charge and any other charges relating to this development work is paid by Developer only.

(xxvi) Any shortfall or increase in the area to be given to the land owners 50% (Fifty Percent) of the built up area shall be compensated in terms of the supplementary agreement to be executed between the owners and the Developer consequent to the proposed plan being sanctioned / approved by P.M.C. or any competent authorities.

IN WITNESSES WHEREOF , the parties have executed this Deed of Development A...

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month and years first above mentioned after going through the content of the same in presence of the witnesses who have also signed hereunder after understanding the contents of the deed .

SCHEDULE-I

IN WITNESS WHEREOF the parties hereto have set their respective hands to this Agreement on this the ...03..... day of .....APRIL.....,2012 herein written in presence of the witnesses.

(Sri Harsh Narayan Singh)

SIGNATURE OF LAND OWNER.

MERIDIAN CONSTRUCTION (I) LTD.

CHAIRMAN-CUM-MD.

(Mr. Abu Dojana)

M/S Meridian Construction (India) Limited

PAN NO. : ADPD3645G

SIGNATURE OF THE DEVELOPER

WITNESSES

(1) Qasim
(Qamber Hussain)
68, Gandhi Nagar
Patna.

(2) Munna Razak
H. 36/C Rajendrath Road
M.S.K Puri Patna - 13

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8. Exterior finishing	- All outer wall weather coat paint and Birla Putty finish .
9. Bath Rooms	- Glazed tiles on wall up to 7 Ft. height and C.P. fitting in each bathrooms drawing room and latrine , hot and cold connection (10) and one big basin ,and in dinning hall one big wash basin and in bathroom one washing machine point with shower taps of good company i.e. Mark make , flooring of super quality of Marble .
10. Interior finishing	- Wall and roof P.O.P. and ceiling Paris design , full finishing paint on walls .
11.Door	- Door frames of seasoned hard wood , Door shutters will be factory built flush /panel doors shall be painted with synthetic enamel paint
12.Window	- Aluminum frame ,Sliding Window with Steel Grill.
13. Painting	- Door Paint enamel paint.
14.Generator	- A stand-by generator of suitable capacity shall be provided to run the tube-well , lighting of common areas and 300 watts load inside each flat at including a separate room for keeping the Generator will be provided at developers cost. The share of owner shall be borne by the developer only.
15.Lift	- Lift
16.Water	- Water supply from own deep tube-well through over head water tank . Two tube water will be provided it required. (Each block to have separate overhead water tank) .

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17. Electric - Transformer has to be installed of the builder and Domestic has to be installed in each flat at the cost of the purchaser and in share of the owners borne by the builder only.

18. Inter Com - Connection in each flat.

19. Fire - Fire Safety equipment shall be provided as Fire Department. requirement.

Signed and delivered the Development Agreement with acceptance of the parties.

(Sri Harsh Narayan Singh)

SIGNATURE OF LAND OWNER.

MERIDIAN CONSTRUCTION (I) LTD.

CHAIRMAN-CUM-MD.

(Mr. Abu Dojana)

M/S Meridian Construction (India) Limited

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