Serial No. 12647

Govt. of Bihar

District Registry Office ,Patna

Summary of Endorsement

This document was presented for registration on **30/11/2017** by **Vishal Kumar Mishra**
A stamp duty of Rs. **1249500**/- and other fees of Rs. **47025**/- has been paid in it.
The document was found admissible. The names, photographs and fingerprints and signatures of the executants, and their identifier, who have admitted execution before me, are affixed on the reverse page.
The document has been registered as deed no. **11376** in Book No. **1**, Volume No. **266** on pages from **21** to **43** and has been preserved in total **23** pages in C.D. No. **41** / Year **2017**

Signature with Date
(**Satya Narayan Choudhary**)
Registering Officer, **Patna**

Date: 30/11/2017 Token No: 13160 /2017

SCANNED BY

SCANNED BY

वस्तुवेद की जाँच किया
एवं
[illegible]
30.11.17
जाँच लिपिक
(प्रवीण कुमार)

1. Vishal Kumar Mishra 30/11/17 (Vishal Kr. Mishra)
2. Mrinal 30.11.17.
3. Vikash Mishra @ Rinku 30/11/17
4. Reena Mishra @ Anuradha Kumari 30/11/17

For Sarvottam Hightech Pvt. Ltd.
Rajesh Kumar
30/11/17
Managing Director

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this **30th** day of **November, 2017.**

BETWEEN

1. Sri Vishal Kumar Mishra, 2. Sri Mrinal Kumar Mishra, 3. Sri Vikash Mishra alias Rinku sons of Late Kedar Nath Mishra, **& 4. Smt. Reena Mishra alias Anuradha Kumari D/o** Late Kedar Nath Mishra, all are resident of L.M. Colony no.-3, Road no.-10, Rajendra Nagar, Patna, Pin-800016, (Bihar) Indian Citizen and hereinafter referred to us "THE LAND OWNERS" (which expression shall unless repugnant to the context, shall mean their legal heirs, Administrators, Legal Representatives, Assigns or successors-in-interest) of the **FIRST PART.**

Mob. : 9835898358

District Registry Office,Patna

Token Number 13160 Reg. Year 2017 Serial Number 12647 Deed Number 11376

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Rajesh Kumar(Dir)						
Sig.	Rajesh Kumar 30.11.17						
Executant	Mrinal Kumar Mishra						
Sig.	Mrinal 30.11.17						
Executant	Reena Mishra						
Sig.	Reena Mishra @ Anuradha Kumari 30/11/17						
Executant	Vikash Mishra						
Sig.	Vikash Mishra Reena 30/11/17						
Presented By	Vishal Kumar Mishra						
Sig.	Vishal Kumar Mishra 30/11/17						
Executant	Vishal Kumar Mishra	Photo	Thumb	Index	Middle	Ring	Little
Sig.							

Identified By	Rajesh Kumar Mishra		
Sig.	Rajeshkumar Mishra 30.11.17		

आदेशानुसार प्रमाणित किया जाता है कि
दाखिल करने के समय दिनांक मोबाइल
(Devi Nagar) तथा (रामजी नगर) का आईडी कार्ड
अवधेश नीलम मुजफ्फरपुर, बिहार आवेदित
में उपलब्ध है एवं दुरुस्त है।

30.11.17



AND

M/s SARVOTTAM HIGHTECH PVT. LTD. having it's registered office at Jai Hind Press, Chitragupt Nagar, Kankarbagh, Patna- 800020, the company incorporated under the companies Act. 1956 having registration no. U70100BR2016PTC031506 dated 07.05.2016 through its Managing Director **Mr. Rajesh Kumar** S/o Shri Damodar Prasad Residence of 402, Ram Shyam Niketan, Nehru Nagar, Patna- 13, hereinafter referred to as THE DEVELOPER (which expression shall unless it is repugnant to the context or meaning thereto shall mean and include its administrators, legal representatives, assigns and/or successor –in – interest) of the **SECOND PART.**
Mob. : 9471867583

WHEREAS

The land described in Schedule below is owned and possessed by the first party measuring approximately 36.71875 decimals situated at Mauza- Mustafapur, Pargana- Phulwari, Thana- Danapur, at present P.S.- Khagaul, District- Patna, bearing Thana No. 36, Tauzi No. 5276, Khata No. 195, Plot No. 105 (One hundred five), within the limit of Patna Municipal Corporation/Khagaul Nagar Parisad/Danapur Nizamat Nagarpalika/D.N.P., Sub Registration Office Danapur and District Registration Office Patna Sadar, which is bounded as follows::-

North - Road
South- DAV Public School
East- Main Road
West- Part Plot no. 105.

The above first parties are owners of or otherwise were and are sufficiently entitled to the free hold to the schedule herein written (hereinafter for the sake of brevity referred to as the "said Property".

WHEREAS, the Schedule property is the purchased property of the Indra Pati Devi W/o Pandit Sahdeo Mishra R/o Mustafapur, Pargana- Phulwari, P.S.- Danapur, District- Patna through a registered deed of absolute sale bearing deed no. 796/41, which is registered in the office of Sub Registry Office Danapur in Book No. 1, Volume No. 12, Pages 351 to 353 executed by Mohan Sigh S/o Ram Ishwar Singh R/o Mustafapur, Pargana- Phulwari, P.S.- Danapur, District- Patna. Since then Indra Pati devi came in actual physical possession over the same. After some times Indra Pati Devi died leaving behind her one son namely Kedar Nath Mishra. Kedar Nath Mishra has two wife namely Lilawati Devi and Madhvi Mishra @ Madhvi Mishra

1. Vishal Kumar Mishra 30/11/17
2. [illegible] 30.11.17
3. Vikash Mohan Rinku 30/11/17
4. Reena Mishra @ Aneeradha Keenari 30/11/17

For Sarvottam Hightech Pvt. Ltd.
Rajesh Kumar 30.11.17
Managing Director

Tripathi. After some times both Smt. Lilawati Devi & others and Smt. Madhuri Mishra @ Madhuri Mishra Tripathi & others are partitioned through T.P.S. No. 105 of 1979 Partition, accordingly the schedule property came in the share of Madhvi Mishra @ Madhvi Mishra Tripathi. Since then she came in actual physical possession over the same and after some times Madhvi Mishra @ Madhvi Mishra Tripathi died leaving behind three sons namely Vishal Kumar Mishra, Mrinal Kumar Mishra, Vikash Mishra @ Rinku and one daughter namely Reena Mishra alias Anuradha Kumari (Land Owners). Since then all are coming in actual physical possession over the same and mutated their name in state serista and paying rent to the state of Bihar through Circle Officer Danapur Vize Zamabandi No. 534/653.

It is further represented and declared by the Land Owners:-

(i) That the said property covered under this agreement is under exclusive possession with valid, clear and marketable, right, title and interest, free from all encumbrances to the extent of 36.71875 decimals and they are competent to transfer and convey the whole or part of the said property, fully detailed in Schedule A at the foot of this agreement and to enter into this Development agreement in respect of said area.

(ii) That the land owners of the land described in Schedule A of this agreement are absolute owners, and since the date of purchase, the land owner have been continuing in possession of the scheduled land of this agreement as owners in their own rights title interest and possess, without, any interference claim or concern of any other person in the said land and the land owners are paying the rent of the said land to the state of Bihar as the raiyats of the land under this agreement and granting rent receipts thereof.

(iii). That the land owners have not created any document on the said property or any part thereof by way of sale, mortgage, exchange, lease, trust, assignment, gifts, liens, leave, license, and permission. No charge by the way of inheritance or by any other shorts of encumbrances whatsoever is on the scheduled land described in schedule 'A' except the First parties have got their interest in the same.

(iv). That the land is free from acquisition/requisition under various statutes of the past or presently in force.

(v). That there are no attachments, either before or after judgment and there are no claims, demands, suits, decrees, injunction, orders, lispendens, notices petitions, or adjudication

1. Vishal Kumar Mishra 30/11/17
2. Mrinal 30.11.17
3. Vikash Munna Rinku 30/11/17
4. Reena Mishra @ Anuradha Kumari 30/11/17

For Sampatiah Nigotiation Pvt. Ltd.
Managing Director 30.11.17

orders affecting the title and possession of the landowners in the said property or any part thereof.

(vi). That apart from the Land owners, none else is entitled to or has any share, right, title or interest, over and in respect of the said property or any part thereof as a partner or partnership or co-partner in any joint family or in any other manner whatsoever.

(vii) That the Land Owners are not Benamidar or trustee for anyone in respect or the said property or any part thereof.

(viii) That the Land Owners have not entered into in the past in any agreement for sale or development of the said property or any part thereof nor have made any arrangement with anyone whatsoever regarding the said property or any part thereof to transfer the said property, other than this development agreement which is entered into by the landowners with the developer who has also verified this fact according to his own source and is satisfied with the title and possession of the land owners in the schedule land. The Schedule A property is free from encumbrance.

AND WHEREAS the Land Owners are interested in getting a multistoried residential building complex developed and constructed on the said land described in schedule 'A' and for acquiring built up area in the shape of residential flats, commercial shops, offices, parking spaces etc. as consideration for the value of land of the "said property" when conveyed by the land Owners to the Developer.

- The aforesaid developer offered to develop the land of the land owners and agreed to construct at its own cost, a multi-storied residential building (hereinafter referred to as the said building)on the said property of the Land owners, according to approved map by PRDA or DNP/Danapur Nagar Parisad under building bye laws and the land owners are desirous of acquiring flats and other built up areas of the said residential and commercial building as consideration for the said property, in complete and finished condition from the Developer. The landowners under perfect condition of their body and mind and without any undue influence and pressure from any side have agreed to give the possession to the Developer of the area of land more fully described in the "Schedule- A" hereunder to develop and construct multistoried residential/commercial flats and car parking spaces over the said piece of land at their own cost according to approved map. The landowners shall be entitled to have their share proportionate in the construction beyond approved map over the part land under this agreement.

1. Vishal Kumar Mishra 30/11/17
2. [illegible] 30.11.17
3. Vikash Kumar Rinku 30/11/17
4. Reena Mishra @ Anuradha Kumari 30/11/17

For Sarvottam Highitech Pvt. Ltd.
Managing Director
30.11.17

• As a result of the negotiations between the parties hereto and on the representation and declarations made by the land owners as herein recorded, an Agreement for Development of the said property by the aforesaid Developer has been arrived at between the parties hereto upon terms and conditions hereinafter appearing.

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

1. The above named land owners hereby appoint the aforesaid Developer, as the Developer of the said property and irrevocably grant to the said Developer, who hereby accepts from the land owners exclusive right and license to develop the said property in the schedule A hereunder written in the manner and on the terms and conditions and stipulations hereinafter mentioned and agreed in this Development Agreement.

2. The Developer has to submit a building plan to P.R.D.A. or D.N.P. /KHAGAUL NAGAR PARISAD /KHAGAUL NAGAR PARISAD for sanction for minimum ground plus (as per D.N.P. /KHAGAUL NAGAR PARISAD rules) storied building with lift. But as per instruction, the plan submitted to D.N.P. /KHAGAUL NAGAR PARISAD may accordingly be revised to suit the norms of D.N.P.

A. The above built-up areas do not include saleable parking spaces whether open or covered which will be shared by the Land owners and the Developer on the same proportion as that of built up area.

B. The Developer shall construct the building complex called as **MADHVI KEDAR ENCLAVE** as per the Building Bye Laws and other norms etc prescribed by the PRDA or D.N.P. /KHAGAUL NAGAR PARISAD and the standard specifications annexed hereto, which forms part of this Development Agreement.

C. The penalty for any extra work/deviation from standard specifications and alterations will have to be paid by the developer only on the charges as fixed by the D.N.P. /KHAGAUL NAGAR PARISAD under building bye laws for Developer's customers. All charges/deposits required to be paid by the buyers of Developer's area i.e. charges for electricity connection, generator connection, intercom connection, maintenance deposit and/or any other charges/ deposits will also be payable by the Developer and his purchaser. The Land owners/purchasers of flat shall also pay on the terms and conditions, as mentioned in the

1. Vishal Kumar Mishra 30/11/17
2. [illegible] 30.11.17
3. Vikash Kumar Bunty 30/11/17
4. Reena Mishra @ Aneeradha Kumari 30/11/17

For Sarvottam Highlech Pvt. Ltd.
Rajesh Kumar
Managing Director 30.11.17

agreement, the maintenance charges as fixed by the committee or Association of the flat owners.

3. Immediately after the execution of this Development Agreement, the Developer shall proceed expeditiously with preparation of the plans and drawing for the said Building/complex in the name of the land owners and before filing of the same for sanction shall obtain consent of the owners to get the map sanctioned or to get any modification in the map.

A. The Developer shall not submit the map for approval to D.N.P. /KHAGAUL NAGAR PARISAD and/or other local authorities without obtaining consent/approval in writing from the Land owners for the plans of the said Building.

B. The Land owners shall have no objection if the aforesaid building plans are submitted to the local authority with their consent and the same or any other permissions, approvals are obtained in their name, and they 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 such approvals/sanction preparation of map by Architect shall be borne by the Developer alone and shall not be claimed from landowners.

C. The Developer shall be entitled to make all necessary corrections, alterations, and revisions in the aforesaid plan under consent and the intimation to the Land Owners which may be required by the D.N.P. /KHAGAUL NAGAR PARISAD for approval of the said building plans. However, the developer shall not deviate from the approved/sanctioned Plan for the aforesaid building complex and violate the provision under the Bye-laws of the Nagar Parishad granting such sanction. And the land owner shall have no liability if the authorities initiate a case for such deviation and only the Developer which shall be responsible for such act and the Land owners in no circumstances shall indemnify for any penalty levied due to such deviations made by the Developer.

4. The land Owners agree to sell, convey, transfer and or assign, to the Developer and/or its nominees(s) including a Co-operative Housing society, Association of persons, Firm, Body Corporate etc. free from attachments, charges, and encumbrances the flats or shops of the share of the Developer in each floor of their, undivided share in the said property at and for consideration and on the terms and conditions mentioned hereinafter.

5. That it has been agreed by both the parties that the landowners shall be the owner of 52% of constructed area developed by the Developer in all the floor in their share as

1. Vishal Kumar Mishra 30/11/17
2. [illegible] 30.11.17
3. Vikas Kumar & Rinku 30/11/17
4. Reesa Nishra @ Anuradha Kumari 30/11/17

For Sarvottam Highlech Pvt. Ltd.
Rajesh Kumar
Managing Director 30.11.17

consideration for land of the land owners and the Developer shall have the ownership of his 48% share in the constructed area, flats in all floors with proportionate interest in the land with landowners to the above said extent of 52% and 48% respectively.

6. The Land Owners and their nominees shall solely and exclusively be entitled to the Land owner's area and shall be fully entitled to use and enjoy the same either themselves, individually or collectively or shall be fully entitled to transfer, convey, grant, otherwise alienate their interest, in any manner as deemed fit by them to any person, Association of Persons, Firm, Body corporate, Co-operative societies, Government agencies etc. on such terms and conditions as may be decided by the Land owners. The developer or its administrator/legal representatives assignees, heirs or successors in interest shall have no objection whatsoever, to such transfer, convey, grant, otherwise alienation of their interest by the land Owners of their area called Land Owner's area and if any objection be raised, the same shall be illegal and not maintainable in courts of law.

A. The Developer and /or it's nominees shall solely and exclusively be entitled to the /Developer's area, and they shall have absolute right, marketable title and interest, over the Developer's area and they shall be fully entitled to transfer, convey, grant, otherwise alienate their interest, in any manner as deemed fit by them to any person, Association of persons, Firm, Body Corporate, Co-operative societies, Government agencies etc. on such terms and conditions as may be decided by the Developer. The land owners or their administrator/legal representatives assigns, heirs or successor in interest shall have no objection what so ever to such transfer, convey, grant, otherwise alienation of their interest by the developer of their area called as Developer's area and if any such objection will be raised by the land owners, the same shall be illegal and not maintainable in courts of law. The landowners can only have claim of delivery of possession by the Developer over the finished constructed area of landowners share simultaneously with the builder's share.

7. The Developer agrees to construct, and give possession of the owner's area to the land owners within a period of **4 (Four) years 6 (Six) months** from the date, the plan is sanctioned by the D.N.P./Danapur Nizamat and from the date of division of flats, whichever is later and registered power of attorney as per company standard format given to developer by the land owners,(either of two is later) with a further grace period of six months. This period will be subject to force majeure and such

1. Vishal Kumar Mishra 30/11/17
2. [illegible] 30.11.17
3. Vikash Mohan Bhatt 30/11/17
4. Reena Mishra @ Anuradha Kumari 30/11/17

For Sarvottam Hightech Pvt. Ltd.
Rajesh Kumar 30.11.17
Managing Director

happenings as fire, tempest, accident exceptionally inclement weather, rioting etc. and any other act of God. If there is any further delay, beyond the aforesaid total period in giving delivery of possession of the owner's area without any of the aforesaid reasons then the Developer shall pay to the land owners compensation at the rate of Rs. 10,000/- (Rupees Ten thousand) only per month from the date after expiry of the aforesaid grace period till the land owner's portion is finally handed over.

8. It is hereby expressly, irrevocably and irretrievably agreed and declared by the Land owners that delivery of possession of 52% of the total built up area of the landowners share in the said building in the manner provided herein above shall form and always be deemed to form fair, reasonable and adequate consideration for the rest and balance built up area demarcated as Developer's area with full satisfaction of all demands for the aforesaid property, agreed to be conveyed as hereinabove by the Land Owners to the Developer and/or its nominees. For the sake of clarity schedule 'A' may be referred.

A. The Land Owners shall at no point of time demand any further sum or premium or any interest in any deal regarding sale of developers area and the land owners shall execute all such deeds and documents as may be required by the developer in this regard on taking delivery of possession over the area of landowner's share in the building.

B. This Agreement shall not ever be deemed to constitute a partnership of any kind between the parties hereto.

C. The Land owners and their nominees and the Developer and its nominees shall jointly have undivided right, title and interest over the total land of the said property in their respective shares of 52% and 48% of total built up area to the land owners and the rest and balance built up area to the Developer, after being conveyed as aforesaid.

9. The Land owners hereby from the date of this agreement grants, exclusive right and license to the Developer to take up and proceed with the Development, planning, and construction of the said building in terms of this Agreement and hand over vacant possession of the said property more fully described in schedule hereunder written. This license granted to the Developer by the Land Owners shall be as contemplated in section 60 of the Indian Easement Act, 1882.

9.1. It is agreed that any Agreement made or entered into at any time by the Land Owners in breach of or violation of the terms

1. Vishal Kumar Mishra 30/11/17
2. [signature] 30.11.17
3. Vikash Kumar Choudhary 30/11/17
4. Reena Nishra @ Aneeradha Kumari 30/11/17

For Sarvottam Hightech Pvt. Ltd.
[signature] 30.11.17
Managing Director

and conditions of this Development Agreement shall be null and void and not maintainable in courts of law.

9.2. The Land Owners hereby irrevocably undertake not to sell, dispose off, alienate, charge, encumber, lease or otherwise, transfer the said property or any part thereof during the currency of this Agreement save as putting the Developer in possession thereof for the purpose of Development pursuant to this Agreement. The Land owners shall at no period of time during the currency of this Agreement try to dispossess the Developer from the property aforesaid.

9.3. The Developer shall develop the said property in its own name and account and at its own cost and shall alone be responsible for the development of the said property and neither the Land Owner nor any persons(s) claiming through the owners shall have any right or interest in the development of the said property except in relation to the land owner's area.

9.4. After the date of approval of plan by D.N.P. /KHAGAUL NAGAR PARISAD the Developer shall be deemed to be in possession of the said property and shall be free to do all acts, deeds and things required for development, and construction of the said buildings at the Developer's own cost and expenses in terms of this Development Agreement.

9.5. The Developer shall be entitled to develop the said property and construct thereon one or more building or partly over the said property or partly over the adjoining plots of another land owner consisting of dwelling units, flats, parking spaces and other structures in accordance with building plan sanctioned by the D.N.P..

9.6. The Developer shall be entitled to enter into agreement for sale or otherwise allot flats, parking spaces and other tenements comprised in the developer's area in the said Building which is 48% only of the total built up area and which does not form part of the land owner's area. Whenever required by the Developer, the Land Owners will join as confirming party in all such Agreements, sale deeds, deeds of allotment etc. that the Developer may enter into and shall exclusively be entitled to realise all amounts receivable under such agreements, sale deeds, allotment letter etc. for development and construction of the said Building and for its own use.

10. The Land Owners agree and undertake that if so required by the developer they shall execute and give a General power of Attorney in favor of Developer and/or it's nominee or nominees within 15 days from the date of requisition by builder verbally or

1. Vishal Kumar Mishra 30/11/17
2. [illegible] 30.11.17
3. Vikash Kumar Mishra 30/11/17
4. Reena Mishra @ Amreesha Kumari 30/11/17

For Sarvotam Highrise Pvt. Ltd.
Rajesh Kumar 30.11.17
Managing Director

in writing so that no hindrance or obstruction is caused to the Developer in carrying out and discharging its obligations 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 General Power of Attorney shall be governed by the provisions of this Development Agreement and in case of any conflict between provisions of the aforesaid General Power of Attorney and this Development Agreement the provisions of the latter shall prevail.

11. The Developer further undertakes:-

11.1 That it will not do any act of commission, omission, expressly or impliedly, directly or indirectly by which the land owner's right, title and interest over the said property may in any manner be adversely affected until the Developer, has given delivery of possession of the land owner's Area to the Land Owners.

11.2 That it will indemnify the land owners and shall always keep them indemnified and harmless in respect of all claims, damages compensation or expenses payable in consequence of any injury or accident sustained by any working artisan, or invitees or other person on the property whether in the employment of the Developer or not while in or upon the said property during the period of construction of the said building thereon and the Developer shall take out an insurance for this purpose. The landowners have not any responsibility overt the said damages.

11.3 During the construction of the said Building, the Developer may require creating equitable or any legal mortgage of the land and the construction of his share thereon for obtaining loan or for the individual purchasers of flats. The Developer may mortgage the built up area of his share and/or land for the purpose. In such an event, the owner if required shall join the Developer in creation of such mortgages on terms to be mutually agreed. However the Developer affirms and undertakes that all money obtained as loan by pledging, hypothecating or mortgaging the said property or creating charges on the said property (land and building under construction) or funds raised from prospective buyers of flats shall exclusively be invested for construction and development of the said building only and such moneys shall not be diverted in any other project work or any other purpose of the Developer. The

1. Vishal Kumar Mishra 30/11/17
2. [signature] 30.11.17
3. Vikash Mishra Bunty
4. Reena Mishra @ Anuradha Kumari 30/11/17

For Sarvottam Hightech Pvt. Ltd.
[signature] 30.11.17
Managing Director

Developer shall maintain a separate account for the purpose and land owners will be entitled to see the operations in this account if required. In case the Developer does not repay the loan obtained from bank or from any financial Institution, the same will the realized from the built up area of the Developer's share. The Land Owner's area will remain free from encumbrance always by any act of Developer.

12. The Land Owners will deliver to the Developer and/or its duly authorized Advocate all original title deeds, documents and papers relating to the said property for complete examination of the Land owner's title thereto and the land Owner agrees to co-operate with the Developer in such examination of Land owner's title and to answer and/or comply with all reasonable requisition that may be required by the Developer and/or its Advocate in this regard. However landowner is entitled to keep all the original documents whatever he has in possession till the map is approved by the competent authority (Government or semi Government whatever they may be). The original documents will be returned to the landowner at the time of their share of possession of flat.

12.1 In any event the Land Owners without prejudice to the foregoing declarations agrees and undertakes to remove all the obstacles and clear all outstanding, doubts, or defects, save as hereinabove provided at their own cost so as to ultimately vest the said property after construction in the Developers to the extent of its share or it's nominees free from all encumbrances and defects whatsoever.

12.2 All outgoing including municipal tax and other charges in respect of the said property on the existing building thereon shall be borne and paid by the Land Owners till the date of eviction of the tenants, if any and thereafter the same shall be borne and paid by the Developer till the delivery of possession of the Land Owner's area to the land Owners.

12.3 However the builder declares that he will have to keep the landowners always indemnified from any liability as far as Bank interest, sales tax, labour Act or labour department, statutory duty imposed by state or central Govt., D.N.P., municipal corporation, any type of temporary, semi temporary, permanent, semi permanent as also from any type of deviation, if occurs, at the time of construction and also from income tax department or any other Govt. offices or officials.

12.4 After delivery of the Land Owner's area to the Land Owners all outgoing dues/expenses in respect of the said property and the said building thereon shall be borne and paid by the Land

1. Vishal Kumar Mishra 30/11/17
2. [illegible] 31.11.17
3. Vikash Mohan Garg 30/11/17
4. Reena Nishtha @ Anuradha Kanwar 30/11/17.

For Sarvottam Hightech P[illegible]
Managing Director 30.11.17

Owners of the area of their share and the Developer and their nominees proportionately in the proportion of their respective shares in the total built up area(the word proportionately with all its cognate variations whenever used in these presents shall mean the proportion in which the parties hereto and/or their nominees acquiring portions of the building are entitled to the covered areas in the building).

13. Upon delivery of possession of the Land Owner's Area to the land owners by the Developer and subject to other terms and conditions contained herein before at such earlier time as may be mutually agreed upon, the Land Owners will execute and convey rest and balance undivided share in the said property in favor of the Developer or its nominees/assigns including a Co-operative Housing society or Association of persons or Body corporate etc. In default of the land Owner's executing such transfer/conveyance for such other deeds as may be deemed necessary by the Developer, in spite of notice in writing of 15 days, the Developer shall be entitled to take all steps as may be necessary for execution and registration of all such documents of transfer/conveyance for this purpose. The Developer shall nominate and appoint two nominees of the Developer, who may be nominated from time to time by the developer for the said purpose as their true and lawful Attorneys to act jointly and severally, to apply for and obtain income tax clearance certificates, Urban land clearance and all other permissions and approvals as may be necessary for and on behalf of and in the name of the Land Owners and also to execute, present and admit execution of the said documents of transfer/conveyance before the Registration authority and to do all acts, deeds as may be deemed necessary by the Developer and/or its nominees and the Land Owners have agreed to execute a General power of attorney in this regard within 15 days of the date of this Development Agreement.

14. The Developer/Land Owners shall form as may deem proper, a co-operative Housing society/Association of persons/ body corporate, of all the persons owning tenements in the said building. The land Owners and their nominees shall become members of such an organization formed by the Developer and the Land Owners, their nominees, respective agents, servants, licensees, tenants, etc. shall be bound to abide by the rule and regulations as be framed by such organization from time to time, and they shall be bound to contribute towards the cost of formation of such organization as well as to pay the regular

1. Vishal Kumar Mishra 30/11/17
2. [illegible] 30.11.17.
3. Vikash Mohra & Smita 30/11/17
4. Reena Mishra @ Anuradha Kumari 30/11/17.

For Sarvottam Hightech Pvt. Ltd.
Managing Director 30.11.17

maintenance charges as may be fixed for the maintenance and management of the entire building complex.

14.1 The nominees of the Developer shall own and hold portions of the building comprised in the Developer's Area according to the standard Agreements finalized by the Developer only. The Land owners and their nominees shall be bound to hold and own portions of the Land 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 agreements.

14.2 The common area shall jointly be owned by all the owners of all the portions of the said building with equal entitlements to use all common area and facilities intended for utilization by the occupants of the said building on the same terms and conditions applicable to all for such utilization. No owner of any part of the said building will have any exclusive rights, title and interest over the common area and common facilities except the right of common use.

15. Both the developer and land owners will always be jointly entitled to do all permissible further vertical and/or horizontal development/exploitation of the said property and building thereon even if all the flats are sold/transferred, and the sharing, owning and selling of all such additional built up area will be done by them as per their respective shares. The regularization of map would be the responsibility of builder only. But the payment of condonation fee would be shared by the Developer and the land owners as per their respective shares.

16. In case the developer makes any unlawful defective/ substandard construction and if any penalty/fine is imposed on this account or, prosecution is initiated, the full responsibility shall lie on the developer and not on the Land Owners. The land owners should not and can't be held responsible for any liability or legal action on this account.

17. The Developer agrees that if any levy is imposed by the D.N.P. /KHAGAUL NAGAR PARISAD or any other public body or bodies or the Government/semi-Government/even private societies for the development /betterment of the area in which the said property is located or any other levy becomes applicable on the said property or the Building thereon, then the same shall be paid by the Developer only.

18. It is agreed that in all transfers/conveyance of land and/or built up area, the purchaser(s)/Transferee(s) shall bear the cost of stamp Duty, court fees and other Registration charges.

1. Vishal Kumar Mishra 30/11/17
2. [illegible] 30.11.17.
3. Vikash Nishma Pinky
4. Reena Nishra @ Anuradha Kumari 30/11/17.

For Sarvottam Hightech Pvt. Ltd.
Managing Director
30.11.17

19. That in case of any dispute or difference between the parties arising out of or relating to this development Agreement, the same shall be settled by reference of the dispute or difference to the Arbitrators appointed by both the parties and such arbitration shall be conducted under the provisions of the Indian Arbitration Act,1996, as amended from time to time. Finally the court situated in Patna is the only last and final forum binding upon the parties.

20. That after completion of the construction of the complex in question the builder shall handover to the land owners the 52% share in built up area and the remaining built up area of 48% shall remain with the builder and accordingly the landowners shall have free, valid, proper and right title and interest over the said 52% built up area allotted to the land owners under landowner's share over which the builder shall have no right, title and interest whatsoever. Similarly the builder shall have valid, clear and marketable right, title and interest and possession over the remaining 48% built up area of the complex under Developer's share and he will be entitled to transfer/sale the same to any person, individual/society or to association in whatever manner they deem fit and necessary. The land owners have no right, title and interest whatsoever over the share of the developer and shall have no objection to any transfer or sale of any flat or area under DEVELOPER'S share to any person, society or association.

21. That the developer may purchase or enter into development agreement for the land adjacent to the Scheduled land for the construction of multistoried building with amalgamation of the adjacent land and Scheduled land altogether and land owner/s will have no objection regarding the same in future. After construction of the multistoried building, the land owners may get their share from the portion of the land situated within or adjacent to their land as per convenience of the developer.

1. Vishal Kumar Mishra 30/11/17
2. [illegible] 30/11/17
3. Vikash Nishra 30/11/17
4. Reena Nishra @ Anuradha Kumari 30/11/17

For Sarvottam Hightech Pvt. Ltd.
Managing Director

SCHEDULE – A

SCHEDULE OF PROPERTY

All the piece and parcel of commercial land measuring approximately 36.71875 decimals situated at Mauza- Mustafapur, Pargana- Phulwari, P.S.- Danapur, at Present Thana- Khagaul, District- Patna, bearing Thana No. 36, Tauzi No. 5276, Khata No. 195, Plot No. 105 (One hundred five), within the limit of Patna Municipal Corporation/Danapur Nagar Parisad, Sub Registration Office Danapur and District Registration Office Patna Sadar, which is bounded as follows::-

North - Road
South- DAV Public School
East- Main Road
West- Part Plot no. 105.

Note :- Govt. value is mentioned at **Code No. 157 & Zone -2** of M.V.R. 2016-17. which Govt. value of above land is Rs. 6,24,22,000/- (Rupees Six Crore Twenty four Lakh Twenty Two Thousand) only.

Annexure – 1

FEATURES AND SPECIFICATIONS OF RESIDENTIAL FLATS [Subject to consultant decision of Elevation of the said building]

A. FLOOR & FINISH :

1. The flooring in the living room, bed room, dining area, drawing will be marble flooring with minimum 24" x 24" and Kitchen and balcony mat finish/vitrified tiles (2' x 2').
2. The Flooring in bath rooms, toilets will be of Mat finish ceramics tiles
3. Ceramic/glazed tiles will be provided in toilets up to 7'0" height from finished floor level and in kitchen it will be up to ht. of 24" from kitchen platform should be Granite.

B. SANITARY WARE & FITTINGS :

1. All water closet and wash basins will be in white ceramic, with low level white cisterns made up of PVC of ISI mark.
2. All top fitting will be chromium- plated brass of standard mark.
3. G.I. pipe should be of I.S.I. approved make and all P.V.C. pipe to be of standard make with I.S.I. making.

C. KITCHEN PLATFORM & SINK:

Top of kitchen platform will be of Granite with steel sink.

D. DOOR &WINDOW :

1. All Door frame will be made of locally available sal wood, door shutters will be of factory made 32 mm thick hard core water proof I.S.I. mark flush door shutters painted with two coats of synthetic enamel paint over a coat of primer. Main door will be decorative panel door.
2. Window frame and shutters will be of wood/Glazed Alluminium with smoke glass. Frame and grills will be finished with enamel paints over primer if required.

1. Vishal Kumar Mishra 30/11/17
2. [illegible] 30.11.17
3. Vikash Nandan Rishu 30/11/17
4. Reena Nishtar @ Aneeradha Kumari 30/11/17

For Sarvottam Hightech Pvt. Ltd.
Managing Director 30.11.17

3. The main door will be provided with a height latch, magic eye and an aldarop. All other door fittings will be of anodized aluminium. The doors of bedrooms will have aldarops. The other doors will be provided only with door bolts.

WALL AND OTHER CIVIL WORKS:

1. Interior walls will be decorated by water proof wall putty only.
2. Exterior wall will be finished with cement based snowcem/permanent finish.
3. Brick work, R.C.C. outer & inner plaster as per P.W.D. specification and materials should be obtained from approved P.W.D. quarry.

PLUMBING AND WASTE WATER LINES:

1. All concealed plumbing for supply water will of G.I. pipes of standard company and external soil or waste water lines will be PVC pipe/ Hume pipe in a two stack system.
2. Commode, Indian Pan, Wash Basin should be of standard make.

ELECTRICITY SUPPLY AND WIRING:

1. Wiring will be concealed and suitable for 3-phase supply. The actual supply may, be of single or 3-phase in accordance with rules and regulations of Bihar State Electricity Board in force at the time the complex is energized by them. If the Bihar State Electricity Board requires space within the compound to erect a transformer, the flat owners shall be deemed to have given permission to Sarvottam Green Estates Pvt. Ltd. for allotment of such space. Location of transformer and main board will be decided by the company and Bihar State Electricity Board. If three phase wiring is carried out inside land owner's flats, extra payment shall be made by the land owners to builder on actual basis.
2. Each flat will be provided with a separate meter located on the main electrical panel board. A separate meter (s) for common services will be provided on main electrical board.
3. All bed rooms, livings and dining areas shall have 01 (one) plug point, 02(two) light points, 01(one) fan point, one 05Amp plug point. In addition the master bed room, living and dining area shall have a 15A plug point. One 15A plug point will also be provided in kitchen and toilet one additional 05 Amp points for Aquaguard on demand may be provided by the builder company.

TELEPHONE AND T.V. CABLES:

1. Vishal Kumar Mishra 30/11/17
2. Vimal 30.11.17
3. Vikash Mohan Rinku 30/11/17
4. Reena Mishra @ Anuradha Kumari 30/11/17

For Sarvottam Hightech Pvt. Ltd.
Rajesh Kumar 30.11.17
Managing Director

1. Telephone cables will be provided from each flat up to common junction point (tag-block) at the gate or other suitable location. No wires will be drawn over this stretch.

2. Individual Television cables will be provided through concealed conduits for televisions connection from the terrace to each flat.

EXHAUST FAN OPENING:

If the structural design of complex permits, provision of a suitable opening for an exhaust fan shall be provided. But it is strictly dependent on consultant drawings and provisions.

AMENTIES

WATER:

A 24 hrs. water supply will be provided to all the flats or common area from own central boring systems as per the design of P.H. consultants.

SWERAGE:

Suitable arrangement for rain storm and soil water disposal shall be provided as per the design of P.H. consultants.

DRIVE WAY:

A paved drive way finished with cheqcured tiles or grey cement based mosaic tiles or simple grey based mosaic work will be provided and the campus will have its own compound wall with M.S. gate and security check post. If the exiting wall are in good condition company reserve rights to retain/rectify/ modify them.

ATTENDANT ROOM/PARKING:

There will be provision of reserve parking space as per requirement of Patna Regional Development Authority. Some of them may be opened and some covered depending upon the availability of space.

OTHER CHARGES AND DEPOSITS: FOR RESIDENTIAL FLATS:

(i) Electric connection and other liasoning charges including transformer: As per B.S.E.B. requirement but minimum up to Rs. 21,000/- (Rupees Twenty one thousand) per flat for single phase connection (4KW).

(ii) Generator: Rs. 21,000/- (Rupees Twenty one thousand) only per flat connection for providing 500 watts emergency power supply from Generator. Additional power may be given if feasible @ Rs. 3,000/- for 100 watts.

(iii) Intercom connection: Nil (connection given by builder) but Audio video security system will be charged Rs.11,000/- per flat.

1. Vishal Kumar Mishra 30/11/17
2. 3 30.11.17
3. Vikash Kushwa @ Rinku 30/11/17
4. Reena Nishra @ Amritanshu Kumari 30/11/17

For Sarvottam Hightech Pvt. Ltd.
Rajesh Kumar
Managing Director 30.11.17

(iv) Proposed cooperative membership fee and other formation charge: As required.

(v) Lift :- Otis or equivalent.

(vi) Generator :- Kirloskar or equivalent.

If the land owners keeps the share with him/her, then above charges (others) will paid upto 50%. But, if he/she sells shares of his/her flat then, these charges (others) will be applicable.

SHARE DISTRIBUTION CHART BETWEEN LAND OWNER AND BUILDER

LAND OWNER'S SHARE

1.	GROUND FLOOR	SHOP NO. 02 (East-South).
2.	1ST FLOOR	ENTIRE FLOOR.
3.	3RD FLOOR	ENTIRE FLOOR.
4.	5TH FLOOR	FLATNO. 504 & 505.
5.	6TH FLOOR	FLAT NO. 601, 602 & 603.

BUILDER'S SHARE

1.	GROUND FLOOR	SHOP NO. 01 (East-North).
2.	2ND FLOOR	ENTIRE FLOOR.
3.	4TH FLOOR	ENTIRE FLOOR
4.	5TH FLOOR	FLATNO. 501, 502 & 503.
5.	6TH FLOOR	FLATNO. 604 & 605.

1. Vishal Kumar Mishra 30/11/17
2. Nirmal 30.11.17
3. Vikas Kumar Rina 30/11/17
4. Reena Mishra @ Anuradha Kumari 30/11/17

For Sarvottam Hightech Pvt. Ltd.
Managing Director 30.11.17

IN WITNESSES WHEREOF, the parties have executed this deed of development agreement on the date, month and year first mentioned above it.

WITNESSES:-

1. Rajesh Kumar Mishra
S/o Ramanand Mishra 30.11.17
C/8, Gandhi Enclave,
Anisabad Patliputra
Kadma
Jamshedpur. 831005

1. Vishal Kumar Mishra
30/11/17

2. Vimal
30.11.17.

3. Vikash Mishra @ Rinku
30/11/17

4. Reena Mishra @ Anuradha Keemari
30/11/17.

SIGNATURE OF LANDOWNERS

2. सुनील कुमार
पिता- [illegible]
उम्र- 42 वर्ष
थाना- पीरo
जिला- पटना
दिनांक- 30/11/2017

For Sarvottam Hightech Pvt. Ltd.

Rajesh Kumar 30.11.17
Managing Director

(Rajesh Kumar)
(Managing Director Sarvottam Hightech Pvt. Ltd.)
SIGNATURE OF DEVELOPERS

Printed By:-

Manoj Kumar
(.....)
UDDYOGIJI'S CHAMBER,
Collectorate Bar Association
Patna.

Drafted as per instructions of the parties :-

Jay Anand
30/11/2017
Chamber of Advocate
(Dr. ANIL KUMAR SINHA, "UDDYOGI")
Advocate
'Chamber', Collectorate Bar Association
Patna

बयान का सत्यापन [illegible]

30.11.17
जांच लिपिक
(महजवीन रजा)

सभी प्रकार के रोक से मुक्त पाया

30/11/17
(अमित कुमार)

Endorsement of Certificate of Admissibility

Admissible under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I-A, No. '05'. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act	Rs. 1249500/-	Amt.Paid By N.J Stamp Paper	Rs. 0/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 1296525/-

Registration Fee

FEE PAID										
	A1	1000	C	0	H1b	0	K1a	0	Lii	0
	A8	0	D	0	H2	0	K1b	0	Liii	0
	A9	0	DD	0	I	5000	K1c	0	Mb	25
	A10	0	E	40000	J1	0	K2	0	Na	0
	B	0	H1a	0	J2	0	Li	0		
									TOTAL-	46025

LLR + Proc Fee		Service Charge
LLR	0	
Proc.Fee	0	1000
Total	0	

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 47025

Registering Officer
Patna

Date: 30/11/2017

Endorsement under section 52

Presented for registration at Registration Office, Patna on Thursday, 30th November 2017 by Vishal Kumar Mishra Late Kedar Nath Mishra by profession Others. Status - Executant

Vishal Kumar Mishra
Signature/L.T.I. of Presentant
30/11/17

Date:30/11/2017

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Rajesh Kumar Mishra' age '44' Sex 'M', 'Ramanand Mishra', resident of 'C/08,gangotri Enclave,anilsur Path,kadma,east Singhbhum'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 30/11/2017

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 266 on pages on 21 -43, for the year 2017 and stored in CD volume No. CD-41 year 2017 .The document no. is printed on the Front Page of the document.

Registering Officer
Patna

Date : 30/11/2017

Token No. : 13160 Year : 2017 S.No. : 12647 / SCORE Ver.4.1 Deed No . :d No . : 11376

बिहार सरकार

Help

View GRN Details

Download e-Challan

GRN	BHR201711064337M
	VIEW
DSRO CODE	**2800**
Party Name	**Sarvottam Hightech Pvt Ltd**
Stamp Duty-(R0030021030001)	1249500
Registration & Other Fees-(R0030031040001)	46025
LLR & Proc Fee-(R0029008000006)	0
Challan Total Amount	1295525
Status	**Success**
Payment Date	2017-11-29 13:42:15.0
CIN	00001532017112461024

Powered by IL&FS Technologies Ltd.

copyright © 2015 Registration, Excise & Prohibition Department