Book No.- 1 / Deed No. - 23871

Summary of Endorsement

This document was presented for registration on this Friday, the 23rd of September 2011 by Ranjit Singh (Agent).

A stamp duty of Rs. 434800/- and other fees of Rs. 878/- 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. 23871 in Book No. 1, Volume No. 412 on pages from 159 to 174 and has been preserved in total 25 pages in C.D. No. 63 of year 2011.

विनायक

Date : 23/09/2011 Token No. : 29582 / 2011

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

SCANNED

Scanned by Akhilesh Jha

DEVELOPMENT AGREEMENT

This Agreement is made and entered into at Patna on this the 23rd Day of September 2011(Two Thousand Eleven).

BETWEEN

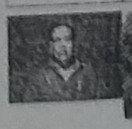
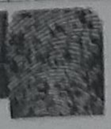
(i) Kumari Yamani and

(ii) Kumari Tripti Kiran both Daughters of Sri Ranjit Singh represented by their father and constituted attorney Sri Ranjit Singh S/o Sri Kamala Singh Vide registered Power no.3497, Dated-11-07-2011 registered at District Sub-registrar office Patna

(iii)Sri Vishwajeet Kumar S/o Sri Ranjit Singh represented through his father and constituted attorney Sri Ranjit Singh S/o Sri Kamala Singh

Serial No : 29015
Token No : 29582
Type & Status of Party

Deed No : 23875 of 2011
Name of Party

Photo	Thumb	Index	Middle	Ring	Little
					
					

In Favour of — Vijay Jayant Singh

Signature of Party

Presented by Self — Ranjit Singh (Agent)

Signature of Party

Executed by — Ranjit Singh (Agent)

Signature of Party

Executed by — Kumari Yamani (Prin)

Signature of Party

Executed by — Kumari Tripti Kiran (Prin)

Signature of Party

Executed by — Vishwajeet Kumar (Prin)

Signature of Party

Executed by — Kumar Abhijit Singh (Minor)

Signature of Party

Executed by — Kumar Satyajit (Minor)

Signature of Party

vide No.USANC-1523571, Dated-05-07-2011 authenticated by S.S. Dhariwal, Assistant Consular officer, consulate General of India, New York-U.S.A.,

(iv) Sri Kumar Abhijit Singh &

(v) Sri Kumar Satyajit both minor sons of Sri Suresh Bahadur Singh represented by their constituted attorney Sri Ranjit Singh S/o Sri Kamala Singh Vide registered Power no.3497, Dated-11-07-2011 registered at District Sub-registrar office Patna all R/o Vill. –Chhotaki Seraiya, P.S-Bansdih, District-Balia, Uttar Pradesh hereinafter referred to as the 'OWNERS' (which expression shall unless repugnant to the context or meaning there to mean and include their heir administrators executors, legal representatives, successors-in- interest and/or assigns) of the ONE PART.

AND

M/s Global Infratech a registered Partnership Firm (Regn. No.164/2009) having its Registered office at L/F-32,Sri Krishnapuri, Boring Road, P.S.-SriKrishnapuri, District-Patna Through its Partner ***MR. VIJAY JAYANT SINGH*** S/o LATE KUMAR DIGVIJAY SINHA, Resident of 314-Nehru Nagar, P.S.-Patliputra, Town & District -Patna, in the state of Bihar, hereinafter called the *DEVLOPER* (which expression shall unless repugnant to the context or meaning there to mean and include its executors, administrators, legal representatives successors in office and/or assigns) of the OTHER PART.

WHEREAS the aforesaid Owners are seized and possessed of and are absolute Owners of the free hold Land Measuring about 29848.65 Sq.ft. Situated at Mohalla-Vivek Vihar, P.S.-Code-070, Mauza-Dhanaut, Pargana-Phulwari Sharif, P.S.-Danapur, Survey Thana No.20, Tauzi no.5832, Khata no.621, Survey Plot no.39 within the Jurisdiction of District Sub-Registrar Patna & Sub-Registrar office Danapur, in the Town-Danapur and District-Patna within the limits of Danapur Nagar Parishad more fully described in schedule of the Land hereunder written, hereinafter referred to as the SAID PROPERTY.

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AND WHEREAS, the aforesaid owner being interested in getting a multistoried Residential Complex over the aforesaid total land after taking suggestion of the landowners developed and constructed on the said property through some reputed Developer, who can develop and construct Residential Building Complex at its own cost and to acquire cash and built-up area in the said building complex as consideration for the value of the said property to be conveyed by the owner to the developer and/or its nominee/s.

AND WHEREAS, the aforesaid developer offered to develop and construct the multistoried Building at the entire risk and liability of the developer and at its own cost a residential Building Complex namely "....." (hereinafter referred to as the said Building) on the said property and the aforesaid owner agreed to acquire flat in the said building as consideration for value of the said land to be conveyed by the owner to the developer or its nominee/s including a Co-Operative Housing Society, Firm, Association of persons, Body corporate e.t.c.

AND WHERE AS, as a result of the negotiations between the parties hereto, the aforesaid Owners and aforesaid Developer and on the representations and declarations made by the owners as herein recorded, an agreement for Development of the said property has been arrived at between the parties hereto upon the terms and conditions hereinafter appearing.

That the Developer will amalgamate adjacent lands to the aforesaid land and develop the project as one for which the landowners have no objection.

NOW THESE PRESENTS WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS :-

1. That the owners here by appoint the aforesaid Developer as the developer of the said property and irrevocably grants to the developer, who hereby accept from the owners the exclusive rights, possession and license to develop the said property fully described in the schedule hereunder written in the manner and on the term, condition and stipulations hereinafter mentioned.

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2. That the Developer will construct the said building as per plan sanctioned by the Patna Regional Development Authority/Danapur Nagar Parishad or any other authority concerned and/or as permissible under the building Bye-Laws of P.R.D.A. and the owner shall have no objection in this regard. It is on that basis this agreement is being entered into by and between the parties hereto.

3. It is further agreed that any alteration or revision of the aforesaid plan within the parameters of the Danapu Nagar Parishad / Patna Regional Development Authority Building Rules and Regulation, which may become necessary shall require further written approval of the owners.

3.1 The owners will grant vacant physical possession of the said property within three months of execution of the Development Agreement to the developer.

3.2 The owners 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 the various developmental works as stipulated in this Agreement.

4. The Developer will construct, complete and give 47% area of the said building/Land free of cost to the owners hereinafter called the OWNER'S AREA as consideration for the proportionate undivided share of said landed property to be conveyed/transferred by the owner to the Developer and or its nominee(s)/ assignee(s).

5. The balance of the total built-up area of the said building/land i.e. 53% shall exclusively belong to the developer and hereinafter be called 'DEVELOPERS AREA' to which the Developer alone shall be entitled having constructed the same at its own cost and expenses.

5.1 The owner and their heirs/successors in interest and/or nominee/s shall solely and exclusively be entitled to the owner area and shall have absolute right title and interest or 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 or persons, Association of persons, firm, Body corporate, Co-

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Operative societies, Government's Agencies etc. on such terms and conditions as may be deemed fit by the owner individually or collectively.

5.2 The Developer and/or its nominee(s) shall solely and exclusively be entitled to the Developer's area and shall have absolute right, 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 or persons Association of persons. Firms, Body Corporate, co-operative societies, Government, agencies etc. on such term and condition as may be decided by the Developer or its nominee(s) individually or collectively.

6. The Developer agrees to construct and give possession of the owner area to the owner within a period of 5 (Five) years from the date of sanctioning of the Map or handing over of the vacant possession of the aforesaid land to the developer (which ever is later). However, the aforesaid completion period is subject to "Force Majur" and the Developer will be entitled for extra time in the case of any litigation over the said land and such happening as are beyond the control of the Developer including fire, tempest, accident, exceptionally inclement weather and any other Act of God.

6.1 That it is further agreed that if the proposed building is not completed within SIXTY months (fully described in clause-6 herein above) this agreement is liable to be revoked by the owner to this extent that the completed storeys of the building shall be divided between the developer and the owner in the ratio and manner stated above but the uncompleted construction of the sanctioned plan shall belong to the owner and the developer shall have no say in the same but the right of purchasers (of Developers area) will be protected and taken care of.

9. That the developer shall give Rs.20,00,000/- lakhs to the owners jointly to their Power of Attorney holder Sri Ranjit Singh as non refundable and non adjustable amount but in case the agreement for development is revoked by the owners or development and construction work is stopped due to defect in title on any legal or technical cause on the part of the owners the owners shall be liable to refund Rs.40,00,000/- Lakhs as interest, damage and beside this the expenses incurred so far along with suitable compensation to the developers.

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9.1 The Developer has already paid Rs.1,51,000/- only vide cheque no.678654, Dt.21-02-2011, Rs.5,00,000/-only vide cheque no.678706, Dt.05-06-2011 on S.B.I. and Rs.5,00,000/- only vide cheque no.678707, Dt.12-06-2011. Balance amount of Rs.8,49,000/- (Rupees Eight lac Forty Nine Thousand) only will be paid vide Post Dated Cheque no.900733, S.B.I. at the time of Registration of this Deed.

10. The owner shall at no time demand any further sum of premium or any interest regarding sale of Developer's area and the Owner shall if necessary, join in execution of all such deeds and documents as may be required by the Developer in this regards as confirming party . However the stamp duty and all expenses in this regard shall be born and paid by the purchaser/s only.

11. This Agreement shall not ever be deemed to constitute Partnership of any sort between the parties hereto.

11.1 From the date of delivery of possession of owner area to owner in the said constructed building as per share of the owners and his heirs/successors and/or nominee/s and the Developer and its nominee(s) shall jointly have or be deemed to have undivided right, title and interest over the total land of the said property in the proportion of their respective share in the said building even without any further act. Matters or things done by the owner in the regard.

12. The owners hereby within three months from the date of this agreement grant exclusive license to the Developer to enter upon the said landed property (more fully described in schedule written hereunder) and to take up and proceed with the development, planning and construction of the building in terms of this Development Agreement and this shall be a license as contemplated in section 60(b) of Indian Easement Act, 1982.

12.1 It is agreed that any Agreement or arrangement made or entered into at any time by the owner in breach of or violation of the terms and conditions of this Development shall be null and void.

12.2 The Owner here by irrevocably undertakes not to sale, dispose off, alienate, charge, encumber, lease or otherwise transfer the said landed property or any part thereof during the existence of this agreement and undertaken not to do any act/s deed/s matter/s or thing/s as shall be in breach of the terms of the

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Development Agreement save and except putting the said Developer thereon for the purpose of Development pursuant to this Development Agreement. The owner shall at no point of time during the currency of this Development Agreement try to dispose the said Developer from the said property or any part there of .

12.3 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 and construction of the said building as per plan approved by the PRDA,PMC/other authority as per specification mentioned in the said agreement.

12.4 As after the vacation of the possession of the said property by the owners the developer shall be fully entitled to do all acts, deeds and things required for development and construction of the said building at the developer's own cost and expense as per the said agreement.

12.5 The Developer shall be entitled to enter into agreement for Sale or otherwise allot flats, parking spaces and other tenements in the Developer's area in the said building which comprises 60% of the total built up area of the said building excluding the built-up-area forming part of the owner area.

13. During the construction of the said building the developer may be required to create equitable or any legal mortgage of the said land and the construction thereon either in full or in part for obtaining loan for the individual purchasers of flats and parking spaces etc. In such event the owner shall have no objection and they shall join the developer in creation of such mortgage on terms to be mutually agreed. However, the Developer affirm and under take all moneys obtained as loan by pledging/ hypothecating or mortgaging the said property or creating charges on the said building under construction shall be exclusively invested for construction and Development of the said building only and the Owner shall not be liable in any way whatsoever for repayment of such loans which shall be the exclusive responsibility of the Developer.

14. The owner will deliver to the Developer and/or its duly authorized Advocate certified copies/photocopies of all original title deeds, documents, and other papers relating to the said land/property for complete examination of the owner's title thereto and the owner shall answer and/or comply with all reasonable

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requisitions that may be made by the Developer's and/or its Advocate in this regard to establish a marketable title to the said land/property.

14.1 In case there be any defect in the title of the owner or there be any liability or any encumbrances in such event the developer shall be entitled to have such defects cured and/or liability cleared for and on behalf of the owner and at the Developer's cost and expenses and which shall be re-imbursed by the owner.

14.2 In any event the owner without prejudice to foregoing declaration agree and undertake to remove all obstacles and clear all outstanding doubts or defects, relating to the title of said the property save as herein above provided at its own cost so as ultimately vest the said landed property in the developer or its nominee/s free from all encumbrances and defects.

14.3 In case due to any defect in title of the owner and/or the said property or any part thereof or due to any other reason/s whatsoever, if it will not be possible for the developer to construct the said building or any part thereof then in that case the developer will be entitled to receive back the entire investment and expense made by the developer in respect of the aforesaid project proposed to be constructed on the said property along with interest..

14.4 All outgoing including Municipal taxes and any other charges in respect of the said landed property shall borne and paid by the owner till the date of handing over of vacant possession of the said landed property and thereafter the same shall be borne and paid by the developer till the delivery of possession of the owner's area to the owner.

14.5 After delivery of possession of the owner's area to the owner all outgoings in respect of the said landed property and the said building thereon shall be borne and paid by the owner and the developer and/or their nominee(s) proportionately in the proportion of their respective shares in the total built-up area in the said building.

15. Upon delivery of possession of the owner's area to the owner by the Developer and subject to the other terms and conditions contained herein before or at such earlier time as may be mutually agreed upon the owner hereby nominates and appoints **M/s Global Infratech a registered Partnership Firm (Regn. No.164/2009)** having its Registered Office at L/F-32,Sri Krishnapuri,

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Boring Road, P.S.-SriKrishnapuri, District-Patna Through its Partner ***MR. VIJAY JAYANT SINGH*** S/o LATE KUMAR DIGVIJAY SINHA, Resident of 314-Nehru Nagar, P.S.-Patliputra, Town & District -Patna, in the State of Bihar, hereinafter called the *DEVLOPER* for the said purpose as his attorney to act, apply for and obtain Income Tax clearance certificate, urban land Clearance and all other permissions and approvals as may be deemed necessary by the developer in this regard for granting such documents of title to the developer and/or its nominee/s.

16. The Developer shall form as it deems best, a co operative Housing Society/Association of Persons/Body Corporate of all the persons owning tenants in the said building. The owner, his nominee/s only shall become member of such an organization formed by the Developer and the owner, his nominees, respective agents servants, licenses, tenants etc. shall be bound abide by the rules and regulations as may be framed by such organization time to time and they shall be bound to contribute towards the cost of formation such organization as well as to pay the regular maintenance charges as be fixed for the maintenance and management of the entire building complex.

17. The common area shall jointly be owned by all the owner's of all the portions of the said building with equal entitlement to use and enjoy all common area and facilities provided for utilization by the occupants of the said building on the same terms and conditions applicable to all for such utilization . No owner's of any part of the said building will have any exclusive right, title and interest over the common area and common facilities except the right of common use and enjoyment.

18. The owner agrees that if any levy is imposed by the Patna Regional Development Authority/Danapur Nagar Parishad or any other public body or bodies or the Government for the Development/ betterment of the area in which the said landed 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 jointly in the same proportion as per their respective shares of built-up-area in the said building.

19. The developer agrees that in case any fine or penalty is imposed on the said building for any alleged deviation from the sanctioned plan, resulting, in any

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excess construction of the built-up-area then the same shall be borne and paid by the developer.

20. It is agreed that in all transfer/ 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.

21. That in case of any dispute or difference between the parties arising out of relating to this development agreement the same shall be settled by the Arbitrators appointed by both the parties and such arbitration shall be conducted under the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended from time to time and shall be binding on both the parties.

22. That it is also agreed that If Map/plan of the further floors are sanctioned by the PRDA/PMC/Danapur Nagar Parishad then the same will be Built and divided in the same Proportion as agreed above and developer must follow the terms, conditions and specifications

As mentioned in the said agreement.

SCHEDULE OF PROPERTY

All that piece and parcel of Land Measuring about 29848.65 Sq.ft. Situated at Mohalla-Vivek Vihar, P.S.-Code-070, Mauza-Dhanaut, Pargana-Phulwari Sharif, P.S.-Danapur, Survey Thana No.20, Tauzi no.5832, Khata no.621, Survey Plot no.39, within the Jurisdiction of District Sub-Registrar Patna & Sub-Registrar Office Danapur, in the Town and District of Patna within the limits of Patna Regional Development Authority/Danapur Nagar Parishad bounded as follows:-

BOUNDARY OF LAND:-

NORTH :- Survey irrigation Channel (Pain) now Road.

SOUTH :- SBrijnandan singh & Mishri Rai.

EAST :- Plot no.40 of Devnarayan Singh & others.

WEST :- Plot no.36.

VALUATION OF LAND

TOTAL AREA- 29848.65 Sq.Ft.

VALUATION :- Rs.01,97,35,000/-(Rupees One Crore Ninety Seven Lac Thirty Five Thousand) only.

23/9/11

IN WITNESS WHEREOF the parties hereto have executed this Development Agreement at PATNA on the 23 Day September, 2011 Year first above written.

SIGNED SEALED & DELIVERED BY Constituted Attorney of OWNER'S IN THE PRESENCE OF

SIGNED, SEALED BY THE DEVELOPER IN PRESENCE OF

WITNESSES:-

1. Ajit Kumar
S/o Sri Anirudha Sinha
F-5, Abhiyanta Nagar
Ashiana Nagar Road -
Khajepura - Patna.

2 Anand Kralep Singh
S/o late - M. N. Singh
A/10, Gandhi Nagar
Boring Road
Patna - 1

23/9/11
AMIT SINGH
Advocate

SPECIFICATION

1.	Foundation:-	R.C.C Piles Foundation as per design
2.	Structure:-	R.C.C. Structure as per design.
3.	Brick Work:-	1st Class Bricks set in Cement Mortar (1:6)
4.	Plaster:-	Inner and outer wall will have Cement Plaster (1:6) and ceiling Plaster in 1:4
5.	Door Frame: -	Sal wood of 4" x 2.5" size. Bathrooms will have R.C.C/ Water resistant Frame.
6.	Window/Window Shutters:-	Fully glazed MS steel window.
7.	Door Shutter:-	Wooden flushed door shutter in all opening duly painted & fitted with necessary aluminum fittings.
8.	Flooring: -	Vitrified Tiles flooring in all areas of flat.
9.	Bathroom:-	White Ceramic tiles dado up to windows/sill level with glazed Vitreous sanitary ware. Acrylic or Fabric cistern, ESSCO, Jacquar or equivalent CP Fittings, Hot & Cold water pipes will be provided

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10. Kitchen:- Working platform will be of Granite Slab 18" height dado of white ceramic tiles platform with steel sink.

11. Washing:- Internal wall have P.O.P. and Cement Primer and outer Snow- Cem/ Weather Proof Cement Colour.

12. Water Supply:- 4" Boring fitted with submersible pump overhead tank and proper S.I Pipe with fittings.

13. Electric Fittings:- Adequate points for lighting i.e Bulb, Fans. Mercury, Freeze, Washing Machine, Air Conditioner (in Bedroom) will be provided on Bedrooms, Drawing + Dining space, Kitchen and Bathroom. Electrical Items of Anchor, Cona or Equivalent make will be used.

14. Painting:- All doors shutter will be painted with white paint of good quality.

V.T.U. 23/9/11

13.

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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. 434800 *Amt. paid by N.J. Stamp Paper -* Rs. 0

Addl. Stamp duty paid under Municipal Act Rs. *Amt. paid through Bank Challan -* Rs. 435679

FEE PAID

			Registration Fee					LLR + Process Fee	Service Charge
A1	0	C	0	H1b	0	Ka1	0 Lii	0	LLR 0	
A8	0	D	0	H2	0	K1b	0 Liii	0	Proc. Fee 0	400
A9	0	DD	0	I	150	K1c	0 Mb	25	Total- 0	
A10	0	E	250	J1	0	K2	0 Na	54		
B	0	H1a	0	J2	0	Li	0			

TOTAL- 479

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 879

Date : 23/09/2011

Registering Officer
Patna

Endorsement under section 52

Presented for registration at Registration Office, Patna on Friday, 23rd September 2011 by Ranjit Singh (Agent) S/O-Sri Kamala Singh by profession Others. Status - Executant

23/09/2011

Signature / L.T.I. of Presentant *Date : 23/09/2011*

Registering Officer
Patna

Endorsement under section 58 ⇒

Execution is admitted by those executants and identified by the person (identified by Anand Pratap Singh age .... Sex M son/daughter of S/O-Late M. M. Singh resident of A/10, Gandhi Nagar, Patna.) whose names, photographs, fingerprints and signatures are affixed as such on back page / pages of the instrument.

Date : 23/09/2011

Registering Officer
Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book No. 1 Volume No. 412 on page no. 159 - 174 for the year 2011 and stored in CD Volume No.CD-63 year 2011. The document no. is printed on the front Page of the document.

Date : 23/09/2011

Registering Officer
Patna

Token No. 29582 Year - 2011 Sl.No. 29015 SCORE Ver. 2.1 Deed No. 23875 NIC-Bihar