

Summary of Endorsement

This document was presented for registration on this Monday, the 7th of February 2011 by Kanchar..

A stamp duty of Rs. 330100/- and other fees of Rs. 804/- has been paid in it.

The document was found admissible. The names, photographs and fingerprints and signatures of the executants, and their identifier, who have admitted execution before me, are affixed on the reverse page.

The document has been registered as deed no. 2895 in Book No. 1, Volume No. 49 on pages from 409 to 424 and has been preserved in total 16 pages in C.D. No. 8 / Year 2011.

SCANNED

Date : 07/02/2011 Token No. : 3714 / 2011

Signature with date
(Ajay Krishna Mishra)

Registering Officer , Patna

DEVELOPMENT AGREEMENT

This Development Agreement is made on this the 7th day of February, 2011 at Patna.

BETWEEN

SMT KANCHAN, daughter of Late Bishwanath Prasad Trivedi, having IT PAN - ARFPK1022L, resident of Mohalla - Digha, in front of I.T.I, P.S - Digha, Town & District - Patna, hereinafter referred to as the "OWNER" of the FIRST PART.



APNA AWAS CONSTRUCTION PVT. LTD.

7/2/2011
Managing Director

Kanchan

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Scanned by
Sanjay

2-3714/11

Serial No : 3584
Token No : 3714

Deed No : 2895
of 2011

Type & Status
of Party

Name of Party

Photo

Thumb

Index

Middle

Ring

Little

In Favour of

Jitendra Kumar Singh

Jitendra Kumar Singh
07/02/2011

Signature of Party

Presented by
Self

Kanchan

Kanchan
7/2/2011

Signature of Party

Executed by

Kanchan

Kanchan
7/2/2011

Signature of Party

Rabindra Lal

Identifier

Rabindra Lal
7/2/2011

Signature of Party



AND

M/s APNA AWAS CONSTRUCTION PVT. LTD, a company registered under the Company's Act 1956, having IT PAN – AAECA0832B and having its registered office at 001, Sundaram Enclave, Kitab Bhawan Lane, North S.K. Puri, Patna – 800 013, hereinafter referred to as the "DEVELOPER" of the SECOND PART, through its Managing Director namely Sri Jitendra Kumar Singh, son of Sri Rup Narain Singh, resident of House No – 3A/24, Road No – 3A, Mahesh Nagar, P.O – Keshri Nagar, P.S – Pataliputra, Patna – 800024.

The term and expression "OWNER" and "DEVELOPER" shall mean, unless excluded by or repugnant to the subject or context, their respective heirs, executors, administrators, representatives and assigns.

WHEREAS regarding the facts related to the land of 16.295 Kathas (22178 Sq.ft.), the details of which are duly described in Schedule – I & II of this Development Agreement. One Mewalal Vishwakarma had acquired lots of immovable properties out of his own income at Mauza – Digha, having its total area of about 96 Kathas of land, the existing 16.295 Kathas (22178 Sq.ft.) of land has been left which is in the exclusive share of Phulpati Devi, Belpati Devi, daughters of Late Mewalal Vishwakarma & Sanjay Vishwakarma @ Bablu, and now Phulpati Devi, one of the co-sharer of this piece of land sold 4.5 Kathas, i.e., 6124.5 Sq.ft. of land of her own share to Smt Kanchan vide registered deed No – 1791 in Book No – 1, Volume No – 31 on pages from 9 to 20, CD No - 5, Serial No – 2209, Token No – 2182 of 2011 on 27/01/2011. Belpati Devi & Sanjay Vishwakarma @ Bablu have also executed a Deed of Absolute Sale in favour of Smt Kanchan out of this existing piece of land measuring an area of 11.795 Kathas, 16052.995 Sq.ft. vide registered deed No – 1979 in Book No – 1, Volume No – 34 on pages from 174 to 185, CD No - 6, Serial No – 2438, Token No – 2287 of 2011 on 28/01/2011. After execution of these aforesaid two absolute sale deeds in favour of Smt Kanchan, daughter of Late Bishwanath Prasad Trivedi, the Owner is having exclusive right, title and possession over the 16.295 Kathas (22178 Sq.ft.) of land, the details of which are duly described in Schedule – I & II of this Agreement.

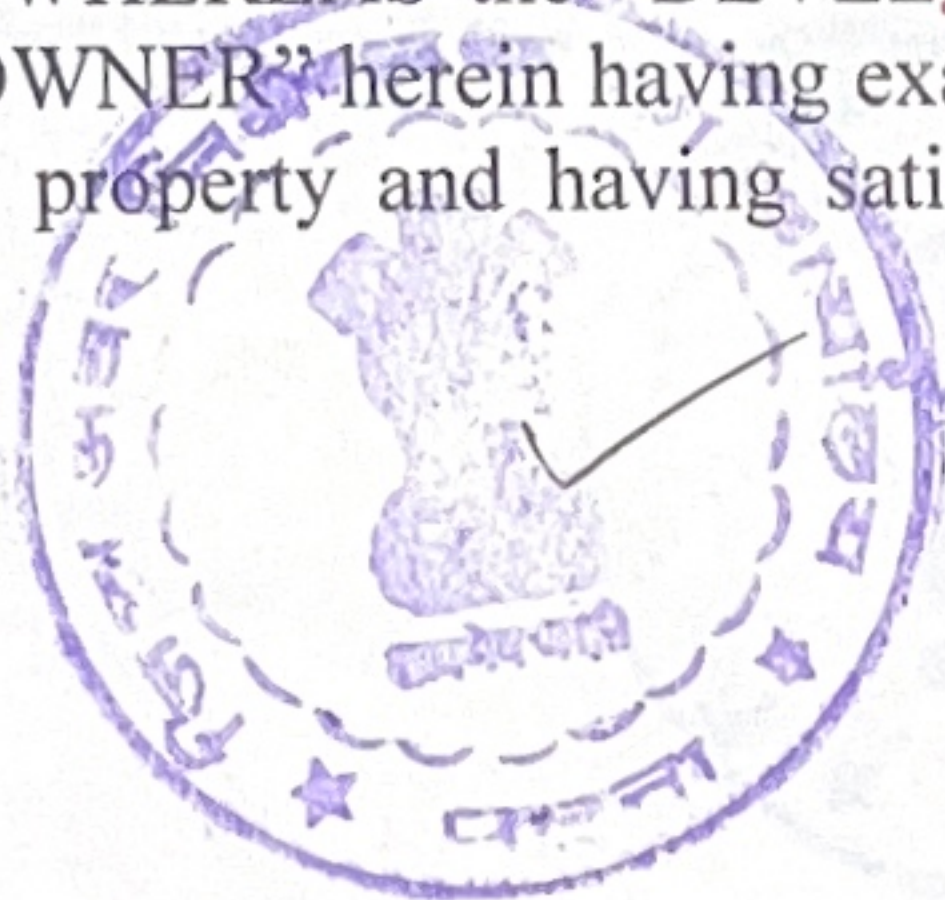
AND WHEREAS the "OWNER" referred to above is thus absolute "OWNER" of the land situated at Mauza – Digha, Survey Plot No – 3533 & 3534, Khata No – 2071, Thana No – 1 and at present Mohalla – Digha, P.S – Digha, P.S. Code – 001, Zone – III, Patna measuring an area of 16.295 Kathas, i.e., 22178 Sq.ft. (2061.15 Sq.m) more or less, within the jurisdiction of Sub Registry Office, Patna, and Sadar Registry Office and District Patna and within the limits of Patna Municipal Corporation and Patna Regional Development Authority (now dissolved) or competent authorities, more or less fully described in schedule I of this Development Agreement and forming part hereof.

AND WHEREAS the "DEVELOPER" on the assurance and representation of the "OWNER" herein having examined the documents relating to the ownership of the property and having satisfied prima – facie that the "OWNER" is the

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absolute "OWNER" of the property as represented by her described in schedule I of this Development Agreement and is absolutely seized and possesses of the same.

AND WHEREAS the "OWNER" approached the "DEVELOPER" for the development and construction of multistoried building in the Schedule I land. The "DEVELOPER" gave a comprehensive plan to the "OWNER" for the construction of multistoried building comprising of the ownership flats, parking space and also commercial space on the Schedule I property more fully and particularly described in Schedule II of this Development Agreement and forming part hereof.

AND WHEREAS in the facts and circumstances, as described aforesaid the "OWNER" herein agreed to the proposal of the "DEVELOPER" to develop the land / property measuring an area of 16.295 Kathas, i.e., 22178 Sq.ft. (2061.15 Sq.m) more or less, particularly described in Schedule II of this Development Agreement. This Agreement is being entered on the terms and conditions mentioned herein below.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AND IS HEREBY AGREED BY AND BETWEEN THE OWNER AND DEVELOPER HERETO AS FOLLOWS :-

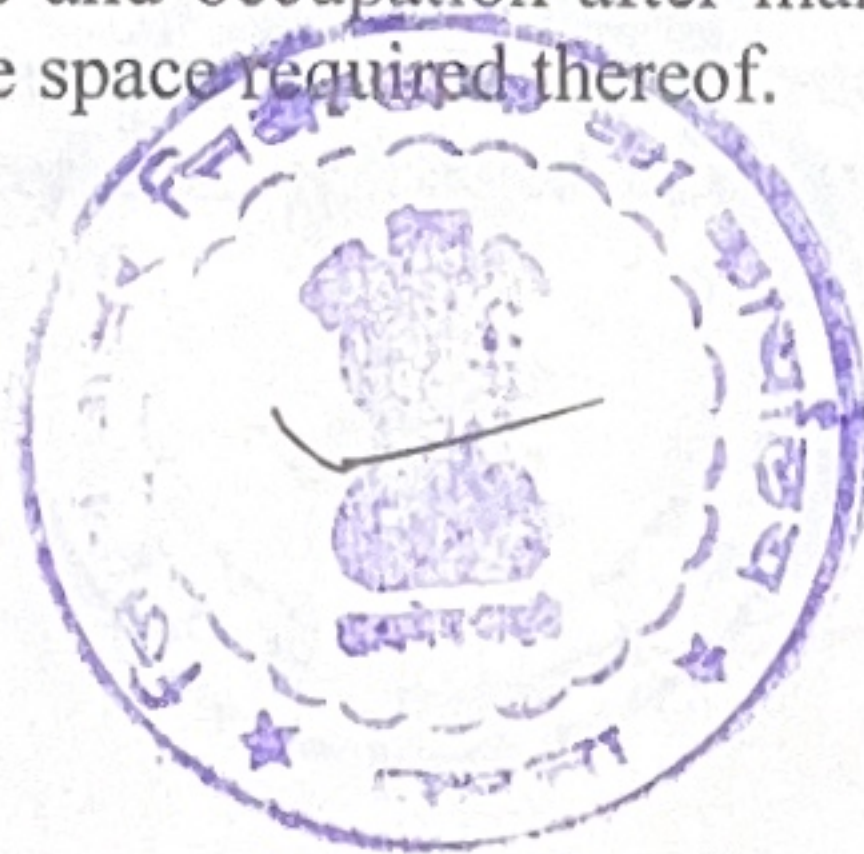
ARTICLE I - DEFINITIONS

- 1.1 BUILDING shall mean the multi - storied building complex to be constructed on Schedule II of the landed property in accordance with the plan sanctioned by an empanelled Architect with Patna Municipal Corporation, Patna.
- 1.2 FLATS shall mean the super built up area consisting of bedrooms, living rooms, kitchen, balcony / verandah etc with construction specifications as described in Schedule - IV.
- 1.3 PARKING SPACE shall mean the place or area reserved for parking of the motorcars and shall not be a part of common facilities and amenities.
- 1.4 COMMON FACILITIES AND AMENITIES shall include corridors, stairways, passageways, driveways, common lavatories, generator room / space, tube well, overhead tanks, head room, water pumps and motors and lift arrangement and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and management of the building, common amenities of the said building.
- 1.5 COMMON EXPENSES shall mean and include a proportionate share of the cost, charges and expenses for working, maintenance, upkeep and repairs, replacement of common facilities including proportionate share of Municipal and property taxes and other taxes and levies related to or connected with the said building and land property.
- 1.6 SALEABLE SPACE shall mean the space in the building available for independent use and occupation after making due provisions for common facilities and the space required thereof.

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Signature 07/02/2011
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- 1.7 OWNER'S ALLOCATION shall mean the constructed area in the form of residential flats, commercial shops/space and parking spaces (more particularly described in Schedule III) in the aforesaid multistoried building as per specifications mentioned in Schedule – IV herewith agreed upon by the OWNER and DEVELOPER as being exclusively allocated to the Owner and / or her nominees / including right, title and interest in common facility.
- 1.8 DEVELOPER'S ALLOCATION shall mean and include the total constructed area in the aforesaid building together with right, title, interest in common facilities and amenities including the right to use thereof and also the car parking space available at the said premises, excluding the OWNER'S ALLOCATION described fully in Schedule III A.
- 1.9 TRANSFER with its grammatical variations shall mean transfer by voluntary handing over of possession and any other means, adapted for affecting what is understood as a transfer of space in the multistoried building to purchasers thereof.
- 1.10 TRANSFEREE shall mean any natural and juristic persons like company and / or Association of persons to whom any space in the building has been transferred.
- 1.11 SUPER BUILT UP AREA shall mean and include the carpet area of flats, driveway, wall area, verandah / balcony, wardrobe area, the proportionate area of the staircase, corridors, guardroom, generator room/space, lift machine room, reception, water tank, septic tank, society room if any etc.

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ARTICLE II – COMMENCEMENT :

- 2.1 This agreement shall commence with immediate effect.
- 2.2 This agreement is to be registered as per the enforced "The Bihar Apartment Ownership Act, 2006". The registered Development Agreement to be retained by the DEVELOPER and a certified copy be given to the "OWNER".

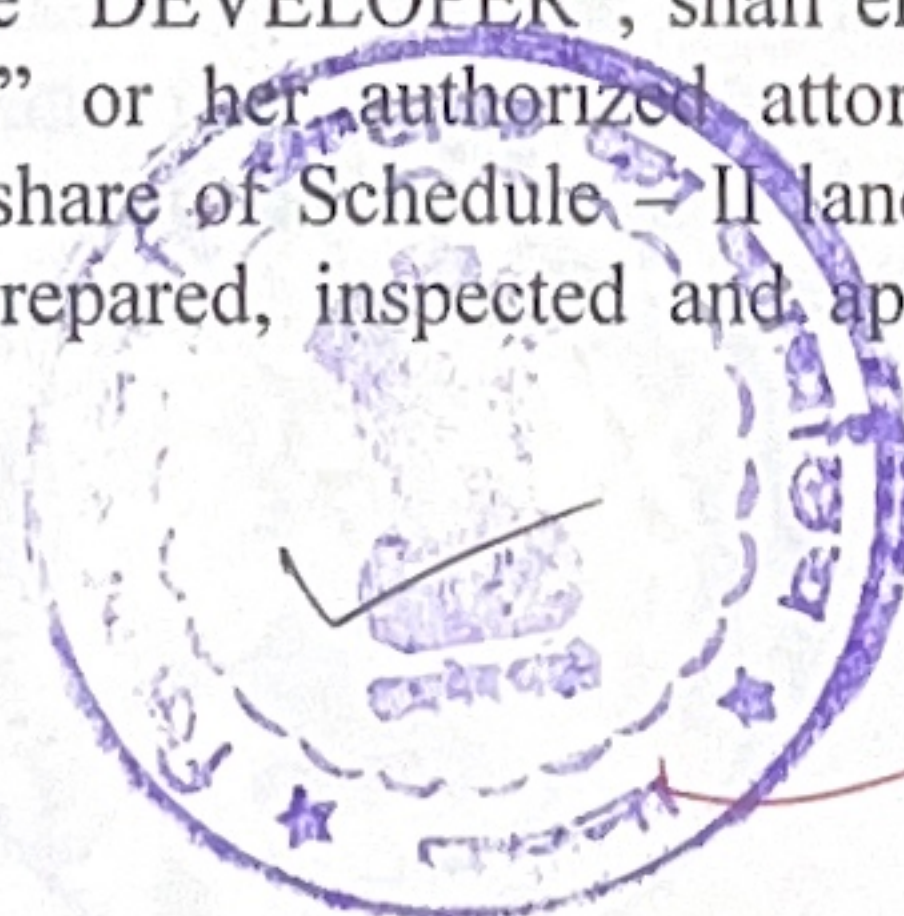
ARTICLE III – THE SCHEME

The scheme is formulated by the "DEVELOPER" and agreed upon by the "OWNER" provides as follow :-

- 3.1 The "DEVELOPER" will invite and select purchaser(s) agreeing to purchase on Ownership basis flats along with parking space in the building on the landed property, more particularly specified in Schedule – II. The "DEVELOPER" will construct the BUILDING with amenities and common facilities pertaining to the same.
- 3.2 The "DEVELOPER" shall, if he feels necessary, be entitled to nominate any such intending purchaser of flat with whom the "DEVELOPER" has entered into a formal agreement and the intending purchaser, as the nominee of the "DEVELOPER", shall enter into agreement for sale with the "OWNER" or her authorized attorney for purchase of undivided proportionate share of Schedule – II landed property. The agreement for sale will be prepared, inspected and approved by the "DEVELOPER",

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who shall join as a confirming party. It shall be obligatory for the "OWNER" to enter into such agreement with the intending purchaser who would be a nominee of the "DEVELOPER".

- 3.3 After the delivery of the possession of the OWNER'S allocations of the respective flats and parking spaces in the aforesaid building to the "OWNER", the purchasers shall enjoy all rights and privileges and will be subject to payment of common expenses.
- 3.4 Upon handing over the possession of the OWNER'S ALLOCATION to the "OWNER" and intending purchasers, both shall pay to the "DEVELOPER" the proportionate share of common expenses of all taxes, outgoing and other charges, from the date, the said flat and parking space becomes ready for occupation, till the date "DEVELOPER" hands over the management of the common facilities and expenses to any society or association to be formed by "OWNER" and Purchasers and any one making default shall pay interest thereon @ 10% p.a.
- 3.5 There is no existing agreement regarding the development or sale of the said landed property more fully described in Schedule - II and that all other agreement, if any, prior to this agreement, have been cancelled and are being superseded by this agreement.

ARTICLE IV – DEVELOPER RIGHTS

- 4.1 The "OWNER" hereby grant, subject to what has been herein after provided, the exclusive right to the "DEVELOPER" to build, erect and complete the said building and to commercially utilize the same by entering into agreement for sale and / or construct in accordance with the plan sanctioned by an empanelled Architect with Patna Municipal Corporation, Patna.
- 4.2 The "DEVELOPER" shall have the right to execute the sale deed or any other deeds as required with regards to the scheduled property of this deed over the DEVELOPER'S ALLOCATION only described in Schedule III A and shall have right to present the sale deed or deeds for registration before the Registrar concerned and to admit the same before the Registering Authority for execution and get them duly registered and shall have right to discharge registration receipt (Chirkut) after executing and registering the document to the purchaser of the DEVELOPER'S ALLOCATION and shall have also right to cancel or repudiate or rectify the same in respect of such flat in the building constructed on the land fully mentioned in the Schedule - I of this deed which fall in the DEVELOPER'S ALLOCATION which would be in the form of flats and their respective parking space along with proportionate share in the said land.

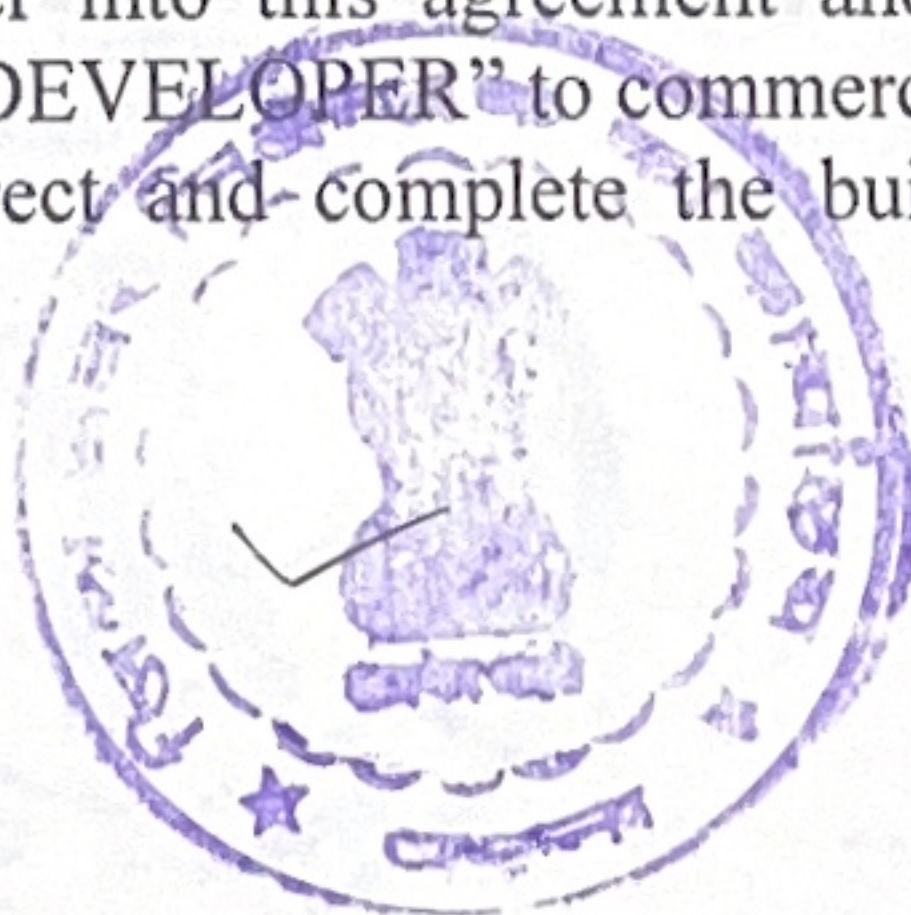
ARTICLE V – APARTMENT CONSIDERATION

- 5.1 On the OWNER'S representation about her title to and possession over the LAND PROPERTY that she has full right, indefeasible title and absolute right to enter into this agreement and the "OWNER" having agreed to permit the "DEVELOPER" to commercially utilize this landed property and construct, erect and complete the building on the premises as a whole

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within a period of 36 months (grace period of six months i.e. forty two months) from the date of sanctioning of the building plan from an empanelled Architect with Patna Municipal Corporation, Patna or getting physical vacant possession of the said land, whichever is later.

- a) The "DEVELOPER" shall obtain all necessary permission and/or approvals and / or consents at their own cost.
- b) The "DEVELOPER" shall pay all costs of supervision of the development and constructions of the OWNER'S allocation in the building of the said premises.
- c) The "DEVELOPER" shall advocate the OWNER'S allocation of the constructed area in the building to be constructed at the said premises (herein called the OWNER'S allocation) in the manner detailed in Schedule III.
- d) The "DEVELOPER" shall give complete possession of the OWNER'S allocation within thirty six months (grace period of six months i.e. forty two months) from the date of sanctioning of the building plan from an empanelled Architect with Patna Municipal Corporation, Patna or getting physical possession of the land, whichever is later. If the project is not completed within the time stipulated as mentioned in this Development Agreement, a further period of six months will be extended subject to a condition of penalty of Rs 20,000/- per month as well as this extension work will be allowed only if the structure with brick work is fully completed. If the "DEVELOPER" fails to complete the project even during the extension period of six months, in such eventuality, the "OWNER" will appoint registered valuer for the valuation of the construction made by the "DEVELOPER" to ascertain the amount of investment of the "DEVELOPER" in the structure erected till that time. Then the "OWNER" will take over the project herself or through any other agency of her choice, "OWNER" will refund the investment of the "DEVELOPER" valued as above to the "DEVELOPER" after the "OWNER" will complete the entire project of the aforesaid multistoried building, such refund will be without any interest or charge.
- e) The "OWNER" covenants and also undertakes to the "DEVELOPER" that if due to any litigation amongst the "OWNER" or any person through the common ancestor/s of the "OWNER", the development of the said plot does not commence or any obstruction by the common ancestors before and during the construction period, the "OWNER" agrees and undertakes to compensate the "DEVELOPER" by giving 5 Kathas, i.e., 6805 Sq.ft. (632.43 Sq.m) of land from the back side, i.e., from south of the plot.
- f) If in future, Building Bye-laws relaxes or Patna Municipal Corporation permits to have additional built up area over and above the present sanctioned map, the same shall be built and allocated in the ratio of 44% - "OWNER" and 56% - "DEVELOPER". In this eventuality, the Govt. fees, fines, condonation fees will be paid by the "DEVELOPER" and the "OWNER" shall have to pay on pro rata basis.

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ARTICLE VI – OWNERS’ ALLOCATION

6.1 The “DEVELOPER” shall at their own cost construct, erect and complete the said building and allocate OWNER’S share as follows :-

- a) 36% constructed super built up area has been allocated to the “OWNER” in the form of commercial space and residential flats along with their car parking spaces as detailed in Schedule III.
- b) The “OWNER” shall have 36% share in the landed property as delineated in Schedule II, which has been agreed for development.
- c) That the “DEVELOPER” guarantees to construct the building as per the sanctioned plan and specifications.
- d) The OWNER’S allocation shall have specifications as detailed in Schedule – IV.
- e) The “OWNER” shall further have 36% undivided share in the amenities of common facilities.
- f) At the option of the “OWNER” the fractional share of commercial space and residential flats shall be purchased by the “OWNER” at the prevailing market rate from the “DEVELOPER”.

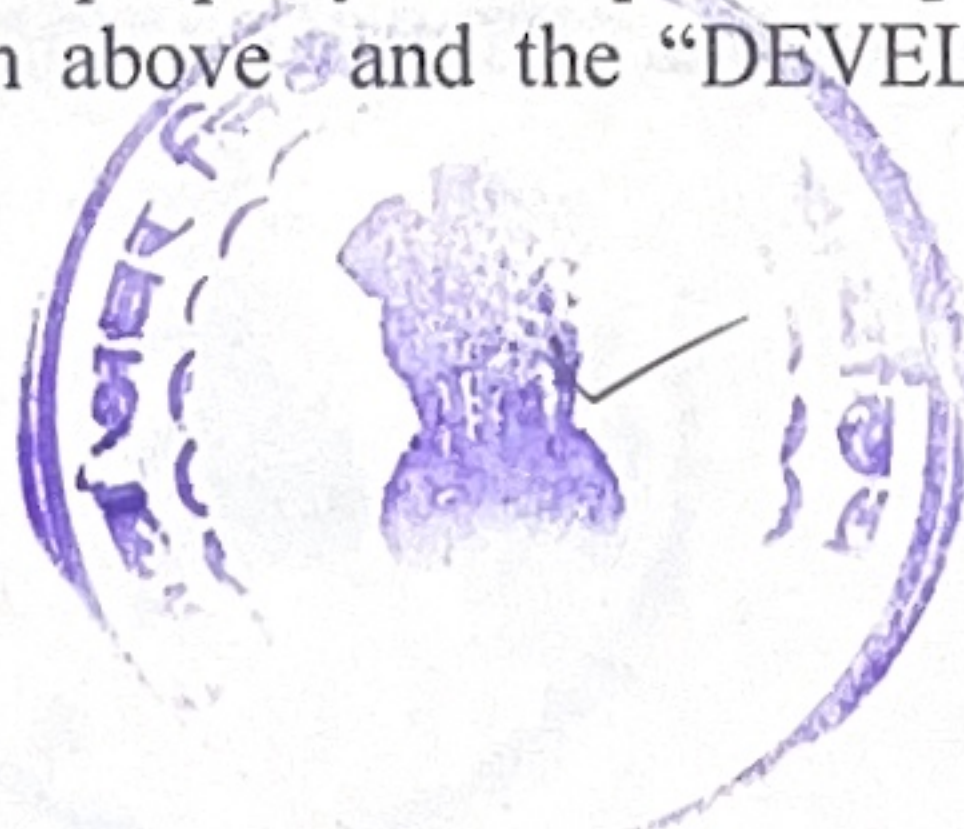
OR

The fractional share of commercial space and residential flat shall be sold by the “OWNER” at the prevailing market rate to the “DEVELOPER”. However the first right to purchase the fractional share shall be given to those having the more area in their scheduled share.

- 6.2 It is further agreed between the parties that the “DEVELOPER” shall construct the building and allocate the same to the “OWNER” with the specifications as detailed in Schedule – IV in a habitable condition with Water connection, Electricity Connection with Meter, Generator Connection with 300 watts load in each Unit, facilities for lift along with standby power back up (Generator) and the “OWNER” shall have to pay nothing against the same with regard to OWNER’S allocation against electricity, lift and Generator.
- 6.3 That in case any person claims a right, title and interest in the property through the common ancestor of the “OWNER”, the “OWNER” will defend the same and in case it is decided that such person has any interest in the Schedule property, the said person would be allocated space from the OWNER’S allocation and nothing from the DEVELOPER’S allocation.

ARTICLE VII – DEVELOPER’S ALLOCATION

- 7.1 The “DEVELOPER” shall be entitled to the remaining 64% Super – Built up area in the proposed residential-cum-commercial building to be constructed at the said premises together with 64% of car parking space on the ground floor and also together with the proportionate share in the said landed property after providing to the OWNER’S allocation as provided herein above and the “DEVELOPER” shall be entitled to enter into an



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agreement for sale and transfer of the DEVELOPER'S allocation and to receive, realize and collect all money in respect of the DEVELOPER'S allocation and it is hereby expressly agreed by and between the parties hereto that for the purpose of entering into such agreement for transfer, it shall not be obligatory on the part of the "DEVELOPER" to obtain any further consent of the "OWNER" and the agreement itself shall be treated as consent by the "OWNER" for entering into agreement for sale of the DEVELOPER'S allocation.

- 7.2 That based on the scheme of allocation of 36% of the area to the "OWNER" and 64 % to the "DEVELOPER" and as the scheme set out and detailed in Schedule III & IIIA mutually by the "OWNER" and "DEVELOPER", both will be the absolute Owners of their respective share.
- 7.3 It is hereby made clear that the "DEVELOPER" is put in actual peaceful possession of the property described in Schedule II for the purpose of effective execution of the construction of the proposed building and it is hereby agreed that the actual right, title and interest in the property, Schedule II property to the extent of DEVELOPER'S allocation shall pass into the "DEVELOPER" only after the allocation of the OWNER'S share.

ARTICLE VIII – FORCE MAJEURE

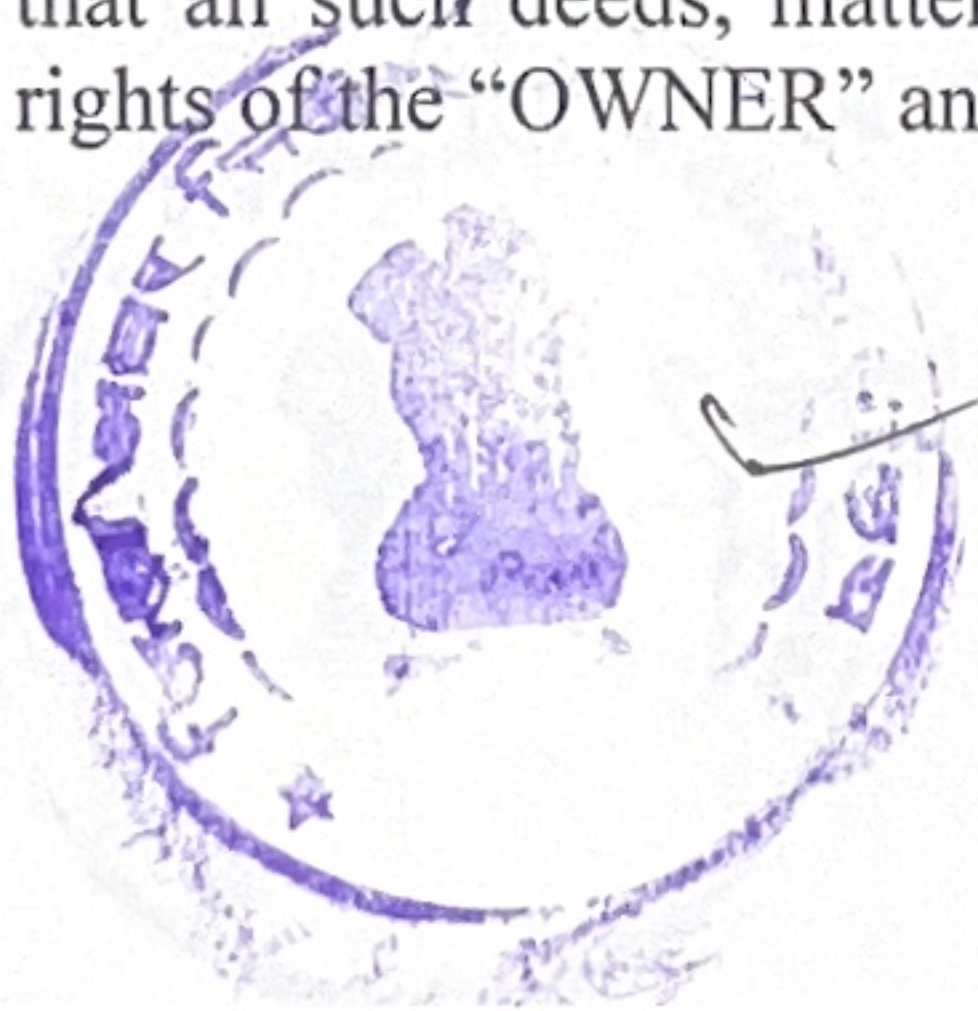
- 8.1 The "DEVELOPER" shall not be liable to any obligation hereunder to the extent that the performance of the relevant obligations are prevented temporarily by the existence of force majeure and shall be suspended from the obligation during the period of force majeure.
- 8.2 Force majeure shall mean flood, incessant rain, earthquake, riot, war, storm, tempest, civil commotion and / or any other act or omission beyond the control of the "DEVELOPER".

ARTICLE IX – MISCELLANEOUS

- 9.1 The "OWNER" and the "DEVELOPER" have entered into this agreement purely on contractual basis and nothing contained herein shall be deemed to construe a partnership between the "DEVELOPER" and the "OWNER" or as joint venture between the parties hereto in any manner, nor shall the parties hereto constitute as an association of persons.
- 9.2 It is understood that from time to time to facilitate the construction of the building by the "DEVELOPER" and transfer of flats, offices, shops, parking space, various deeds, matters and things, not herein specified, may be required to be done by the "DEVELOPER" and for which the "DEVELOPER" may need the authority of the "OWNER" and various applications and other documents may be required to be signed or made by the "OWNER", relating to which the specific provisions may not have been mentioned herein. The "OWNER" hereby undertakes to do all such acts, deed, matters and things that may be reasonably required to be done in the matters and the "OWNER" also undertakes to sign and execute all such additional applications and other documents, as the case may be, provided that all such deeds, matter and things do not in any way infringe on the rights of the "OWNER" and / or go against the spirit of this agreement.

Owner
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Managing Director



- 9.3 That the "OWNER" (First Party) will execute a General Power of Attorney in favour of the "DEVELOPER" or his nominee and register the same before a competent Registering Authority regarding construction work to be done by the "DEVELOPER" (Second Party) and absolute right to sell the commercial space, flats / car parking space/to be constructed on Schedule II, land along with proportionate share of Schedule II land except OWNER'S ALLOCATION and also to register the flats along with parking space with the proportionate share of land to the prospective buyers of the DEVELOPER'S allocation.
- 9.4 Nothing in these presents shall be constructed as a demise or conveyance in law by the "OWNER" of the land property or any part thereof to the "DEVELOPER" or as creating any right, title or interests in respect thereof in the "DEVELOPER" ~~other than exclusive license to the "DEVELOPER"~~ to commercially utilize the same in term from any Bank or other financial institutions for the purpose of constructing the above mentioned buildings.
- 9.5 That the Land Owner irrevocably undertakes that in order to mortgage the aforesaid piece of land and multistoried building thereupon for the purpose of raising loans or project finance, if it deemed necessary by the Financial Institutions that any documents need to be executed, admitted or registered by the Land Owner in favour of the "DEVELOPER" / Financial Institutions, the same shall be given / executed by the Land Owner forthwith as and when required by the "DEVELOPER" or the Financial Institutions, however the OWNER'S allocation shall not be charged or mortgaged in any circumstances.
- 9.6 That the residential house of the "OWNER" situated on the Schedule I & II of this Development Agreement shall be demolished after shifting the "OWNER" in one of the residential flat of the proposed building to be constructed on the land mentioned in Schedule I & II. The proceeds of the building materials sold shall be distributed equally between the "OWNER" & the "DEVELOPER".
- 9.7 The "OWNER" covenants with the "DEVELOPER" that a loan has been given to the "OWNER" and the "DEVELOPER" has adjusted this amount from the OWNER'S share and this adjusted share is being clubbed in the DEVELOPER'S share. An agreement to this effect has also been executed between the "OWNER" & "DEVELOPER".
- 9.8 As and from the date of completion of the building, the "DEVELOPER" and its / or transferees and the "OWNER" and / or her transferees shall be liable to pay and bear proportionate charges on account of all taxes and other impositions payable in respect of the space.
- 9.9 There is no existing agreement regarding the development or sale of the said landed property and that all other agreement, if any, prior to this agreement have been cancelled and are being superseded by this agreement.
- 9.10 The "OWNER" assures and guarantees that the landed property is free from any encumbrance, attachment, charge, claim or demand whatsoever by or from any one whatsoever.
- 9.11 It shall be obligatory on the part of the "OWNER" and the PURCHASERS of the Apartment to become a member of the FLAT OWNERS ASSOCIATION or SOCIETY and this Association of the FLAT OWNERS

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will repair and maintain the property and shall pay all charges to various Govt. departments and levies and repair for any outgoing relating to the said property and building shall be payable by all the FLAT OWNERS. The FLAT OWNERS ASSOCIATION shall be the Apex body relating to all the members as per The Bihar Apartment Ownership Act, 2006 (Act No.28, Sub clause [X])

9.12 The "OWNER" hereby provides vacant possession of the above mentioned plot to the "DEVELOPER" immediately after signing this agreement. The Builder shall start the construction work immediately and will carry on the construction work from start to finish in a regular manner and the "DEVELOPER" will not leave the construction of the building in the middle.

9.13 It is further agreed and undertaken by the "OWNER" that the "DEVELOPER" shall have full right, title, ownership, interest over the built up area allotted to the "DEVELOPER" as their share more specifically described on the "DEVELOPER" allocation mentioned in the Schedule IIIA below of the total built up area and shall be fully entitled to transfer, convey, grant, let otherwise alienate or transfer their interest in any manner as deemed fit by the "DEVELOPER" to any person, association of persons, firm, company Corporation body, cooperative societies, Govt. agencies, etc. on such terms and conditions as may be decided by the "DEVELOPER".

9.14 The name of the building complex shall be **KOSMOS**. The residential complex shall be known as "KOSMOS HEIGHTS" whereas the commercial complex shall be known as "KOSMOS PLATINUM".

9.15 The "OWNER" or her nominees will have the same right, title & interest to the use and enjoyment of all common facilities as the "DEVELOPER" or its nominees.

9.16 That the "OWNER" (First Party) has handed over temporarily the following documents to the "DEVELOPER" (Second Party) pertaining to Schedule I land :-

- 1) Xerox copy of original title Deeds.
- 2) Copies of Correction slip and Revenue Receipt issued by the Circle Office.

9.17 That after the execution of this agreement, the "DEVELOPER" will start advance booking for the sale of proportionate share of Schedule II land and commercial space, flats and car parking spaces of the Multistoried Apartment to be constructed on Schedule II land except the OWNER'S allocation.

9.18 That the First Party (OWNER) will not raise any question or objection if any changes or amendment is done by the Second Party (DEVELOPER) internally in the said Multistoried building without disturbing the First Party's share.

ARTICLE X – LEGAL PROCEEDING

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Managing Director
07/02/2011



- 10.1 It is hereby expressly agreed by and between the parties hereto that it will be the responsibility of the "OWNER" to defend all actions and proceedings in respect of the title and / possession of the landed property.
- 10.2 The "OWNER" shall give the Power of Attorney after signing of the agreement as provided in Article 9.3 in favour of the "DEVELOPER" through which the said "DEVELOPER" shall be authorized to develop the land according to feasibility, fix up the purchasers and in general carry all necessary activities, required for the purpose of construction and disposal of flats as per sanctioned plan. The Power of Attorney in favour of the "DEVELOPER" or its Directors shall be executed and the same be read along with this agreement. It is agreed between the parties that the aforesaid Power of Attorney shall be governed by the provisions of this Development Agreement and in case of any conflict between provisions of the aforesaid Power of Attorney and Development Agreement, the provisions of Development Agreement shall have precedence or shall prevail.
- 10.3 In case of any dispute arising out of this agreement, the same shall be resolved by a sole Arbitrator as provided under the Arbitration and Conciliation Act, 1996.
- 10.4 That the "OWNER" shall bear the responsibility, if in future, against any legal complication arises regarding the right or title of Schedule II land.
- 10.5 That this Agreement is being executed at Patna and as such only the courts at Patna will have any jurisdiction to try any suit, which may arise out of this Agreement.
- 10.6 That it has been further agreed that all expenses incurred over stamp duty, court fees, registration charges and other miscellaneous charges in connection with the registration of the sale deeds in respect of flats along with the parking spaces and the commercial space in the Apartment built over the Schedule II lands shall be borne only by the purchaser.
- 10.7 This Development Agreement is being executed between Land Owner and Developer in accordance with the provisions made in Bihar Apartment Ownership Act, 2006 (Sub-section 5.1) in which after completion of construction of building, both the Developer and Land Owner shall be the absolute Owners of their respective shares (i.e., Owner's share – 36% and Developer's share – 64%) and they are entitled to sell / transfer their shares to their respective allottees for perfecting the right / title etc by way of registering their properties before the competent registering authorities. Both the parties will also register this Development Agreement as per the aforesaid Act before a competent registering authority.

IN WITNESS WHEREOF THE OWNER AND THE DEVELOPER have put their respective signatures on this the 7th day of February, 2011 at Patna after understanding the contents of above.

Govt. valuation of the land – Rs 1,65,00,000/- (Rupees One Crore Sixty Five Lacs only)

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7/2/2011

APNA AWAS CONSTRUCTION PVT. LTD.
7/2/2011
Managing Director



SCHEDULE - I

All that piece and parcel of land measuring an area of approximately 16.295 Kathas, i.e., 22178 Sq.ft. (2061.15 Sq.m) situated at Mauza – Digha, Survey Plot No – 3533 & 3534, Khata No – 2071, Thana No – 1 at present Mohalla – Digha, P.S – Digha, P.S. Code – 001, Zone – III, Town & District – Patna, Sub Registry Office, Patna and Sadar Registry Office and District Patna within the jurisdiction of Patna Municipal Corporation and Patna Regional Development Authority (now dissolved).

SCHEDULE – II

All that piece and parcel of land measuring an area of 16.295 Kathas, i.e., 22178 Sq.ft. (2061.15 Sq.m) bounded and butted as follow :

North – Main Road.

South – 10 feet wide Branch Road.

East – Ramswaroop Babu Hal Kharidar.

West – Ram Krishna Vishwakarma Hal Kharidar.

SCHEDULE – III

(OWNER'S ALLOTMENT)

KOSMOS PLATINUM

Shop No – G-1 & G-2 on the Ground Floor.

Shop No – 11 & 12 on the 1st Floor.

Shop No – 21 & 22 on the 2nd Floor.

Shop No – 41 on the 4th Floor.

KOSMOS HEIGHTS

Flat No – 101 on the 1st floor.

Flat No – 102 on the 1st floor.

Flat No – 103 on the 1st floor.

Flat No – 104 on the 1st floor.

Flat No – 105 on the 1st floor.

Flat No – 106 on the 1st floor.

Flat No – 301 on the 3rd floor.

Flat No – 302 on the 3rd floor.

Flat No – 303 on the 3rd floor.

Flat No – 304 on the 3rd floor.

Flat No – 305 on the 3rd floor.

Flat No – 306 on the 3rd floor.

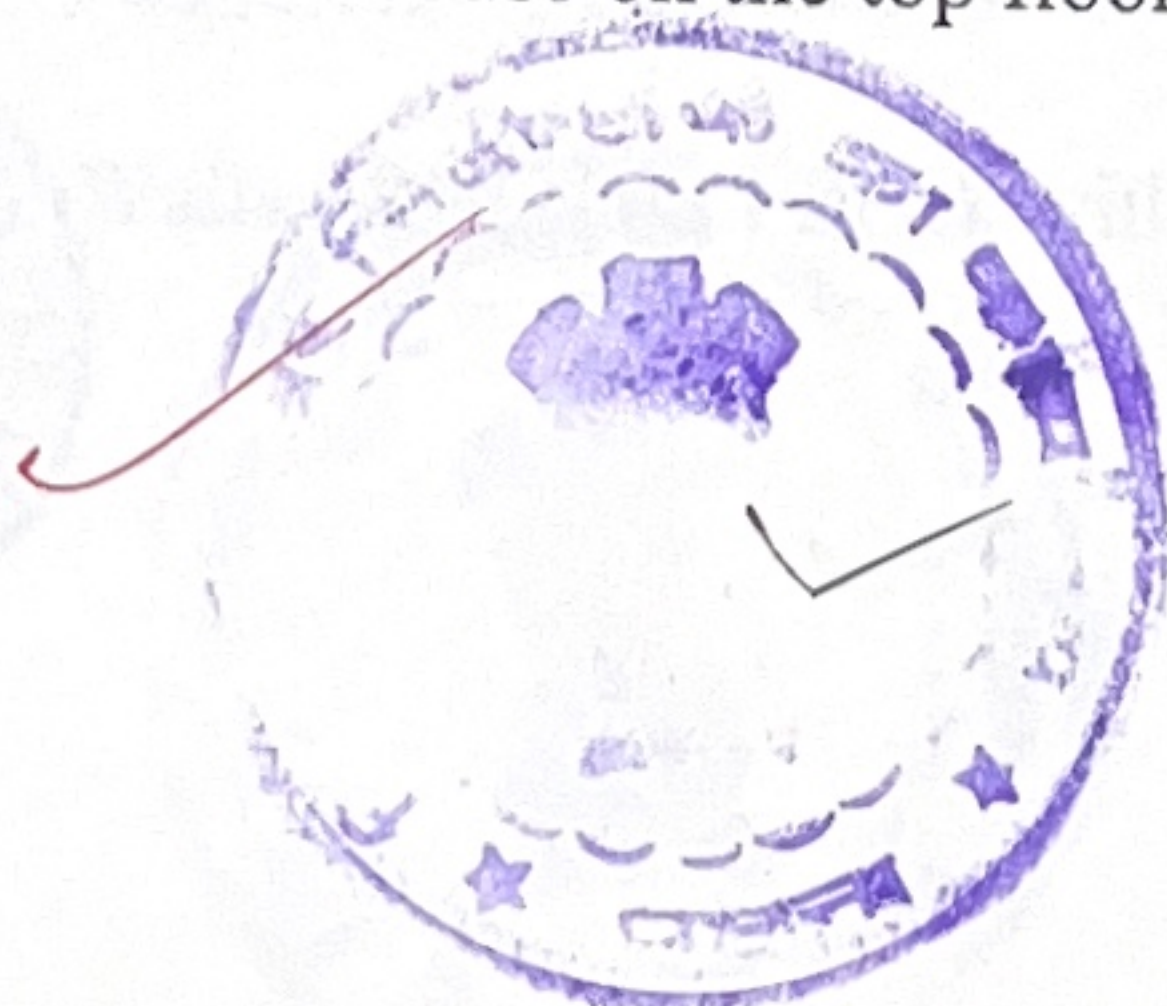
Flat No – 505 on the 5th floor

[13 (Thirteen) or 36% of car parking space.]

One Pent House on the top floor, if sanctioned.

Kanchan
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APNA AWAS CONSTRUCTION PVT. LTD.
Managing Director
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SCHEDULE – III A
(DEVELOPER'S ALLOTMENT)

KOSMOS PLATINUM

Shop No – G-3 & G-4 on the Ground Floor.
Shop No – 13 & 14 on the 1st Floor.
Shop No – 23 & 24 on the 2nd Floor.
Shop No – 31, 32, 33 & 34 on the 3rd Floor.
Shop No – 42, 43 & 44 on the 4th Floor.

KOSMOS HEIGHTS

Flat No – 201 on the 2nd floor.
Flat No – 202 on the 2nd floor.
Flat No – 203 on the 2nd floor.
Flat No – 204 on the 2nd floor.
Flat No – 205 on the 2nd floor.
Flat No – 206 on the 2nd floor.
Flat No – 401 on the 4th floor.
Flat No – 402 on the 4th floor.
Flat No – 403 on the 4th floor.
Flat No – 404 on the 4th floor.
Flat No – 405 on the 4th floor.
Flat No – 406 on the 4th floor.
Flat No – 501 on the 5th floor.
Flat No – 502 on the 5th floor.
Flat No – 503 on the 5th floor.
Flat No – 504 on the 5th floor.
Flat No – 506 on the 5th floor.
Flat No – 601 on the 6th floor.
Flat No – 602 on the 6th floor.
Flat No – 603 on the 6th floor.
Flat No – 604 on the 6th floor.
Flat No – 605 on the 6th floor.
Flat No – 606 on the 6th floor.

[23 (Twenty Three) or 64% of car parking space.]

One Pent House on the top floor, if sanctioned.

SCHEDULE – IV

The DEVELOPER shall at its own cost construct the Building complex and shall allot to the OWNER'S area in form of flats and car parking as per the sanctioned map by an empanelled Architect with Patna Municipal Corporation, Patna. The specifications will be as follows :

Walls : Red class I Brick with Cement Mortar.



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Managing Director

Wall finish : All external walls shall be painted with water coat paint. All internal walls, ceilings shall have plaster of paris finish.

Floors : Marble.

Doors : External and internal doors of Salwood frame with flush doors.

Windows : Wooden window with Sal wood chowkhat with M.S. grill fitted with plain glass and painted with two coats of synthetic enamel paint over a coat of primer.

Kitchen : Green marble with granite polish cooking platform with ceramic tiles dado upto 24" height and stainless steel sink.

Toilets : Flooring in marble and dado in ceramic tiles upto six feet.

Sanitary fittings : All C.P fittings of standard make like ESSCO or equivalent. Sanitary cistern & commode of white acrylic colour of Hindware / Parryware or equivalent.

Electrical : Concealed conduit copper wiring having ISI mark with standard fittings and fixtures (tube lights, fans and other fixtures not provided). One power point each in drawing room and one in master bed room.

Telephone : Concealed telephone and cable T.V wiring up to drawing room and one bed room.

Common Toilet : Common toilet for servants and drivers.

Lift : Elevator of a standard company of adequate capacity will be installed.

Generator : Generator of adequate capacity will be provided for stand by power supply.

This Development Agreement is signed on the day, month and year referred to hereinabove.

SEALED, SIGNED & DELIVERED

In presence of

WITNESS :

1) Nitesh Sinha

Adv.
Room No. 5, DDA,
Civil Court, Patna,

2) Rabinder Lal
Sib Rampur Lal
opp. I.T.I. Dugha
Patna

TYPED BY

Amr P. A. Patna

K. N. Chandra
07/02/2011
OWNER

APNA AWAS CONSTRUCTION PVT. LTD.

DEVELOPER

As Per statement of Landowner and Developer.

Drafted by
Shri. Vishnu Prasad
Adv. Patna
Collectorate Bar Association, Patna -



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.	330100	Amt. paid by N.J. Stamp Paper -		Rs. 0
Addl. Stamp duty paid under Municipal Act		Rs.		Amt. paid through Bank Challan -		Rs. 330904
		Registration Fee		LLR + Process Fee		Service Charge
FEE PAID	A1	0 C	0 H1b	0 Ka1	0 Lii	0
	A8	0 D	0 H2	0 K1b	0 Liii	0
	A9	0 DD	0 I	0 K1c	0 Mb	0
	A10	0 E	250 J1	0 K2	0 Na	54
	B	0 H1a	0 J2	0 Li	0	0
TOTAL-				304		
Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. .				804		
Date : 07/02/2011					Registering Officer	Patna

Endorsement under section 52

Presented for registration at Registration Office, Patna on Monday, 07th February 2011 by Kanchan D/O-Late Bishwanath Pd. Trived by profession Others. Status - Executant

Kanchan Chaudhary
7/2/2011

Signature / L.T.I. of Presentant Date: 07/02/2011

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those executants and identified by the person (identified by Rabindra Lal age Sex M son/daughter of S/O-Sri Rampriti Lal resident of Digha, Patna.) whose names, photographs, fingerprints and signatures are affixed as such on back page / pages of the instrument.

Date : 07/02/2011

Registering Officer
Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book No. 1 Volume No. 49 on page no. 409 - 424 for the year 2011 and stored in CD Volume No.CD-8 year 2011. The document no. is printed on the front Page of the document.

Date : 07/02/2011

Registering Officer
Patna

Token No.3714

Year - 2011

Sl.No. 3584

SCORE Ver. 2.1

Deed No. 2895

NIC-Bihar

