Serial No. - 10107

Book No.- 1 / Deed No. - 8548

Summary of Endorsement

This document was presented for registration on this Wednesday, the 23rd of March 2011 by Shri Niwas Singh.

A stamp duty of Rs. 263600/- 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. 8548 in Book No. 1 , Volume No. 148 on pages from 45 to 64 and has been preserved in total 20 pages in C.D. No. 23 / Year 2011 .

SCANNED

Date :23/03/2011

Token No. : 10443 / 2011

Signature with date
(Ajay Krishna Mishra)
Registering Officer , Patna

10443/11 Allan

Received by Akhilesh Singh

OJM

DEVELOPMENT AGREEMENT

This Development Agreement is made on this the 23rd day of March, 2011 at Patna.

BETWEEN

1. **MR. SHRI NIWAS SINGH**, son of Late Indradeo Mahto & Late Prabhawati Devi, resident of 80, Anandpuri, West Boring Canal Road, P.S – Shrikrishnapuri, Patna.
2. **MR. PRABHAS KUMAR**, son of Late Indradeo Mahto & Late Prabhawati Devi, resident of 80, Anandpuri, West Boring Canal Road, P.S – Shrikrishnapuri, Patna.

hereinafter referred to as the "OWNERS" of the FIRST PART.

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Serial No : 10107 **Deed No :** 8548
Token No : 10443 **of 2011**

Type & Status of Party	Name of Party	Photo	Thumb	Index	Middle	Ring	Little
In Favour of	*Jitendra Kumar Singh (M. Dir.)* 23/03/2011 Signature of Party						
Presented by Self	*Shri Niwas Singh* 23/3/11 Signature of Party						
Executed by	*Shri Niwas Singh* 23/3/11 Signature of Party						
Executed by	*Prabhas Kumar* 23.3.11 Signature of Party						
Identifier	*Prabhat Kumar Singh* 23/03/11 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, hereinafter referred to as the "DEVELOPER" of the SECOND PART .

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

WHEREAS **INDRADEO MAHTO**, son of Late Mishri Mahto purchased a piece of land measuring an area of 2.6 Kathas, i.e 3534.25 Sq.ft. (328.46 Sq.m.) vide a registered deed executed in the year 1969. **PRABHAWATI DEVI**, wife of Indradeo Mahto was the absolute Owner of the two adjoining plots measuring an area of 5.5 Kathas, i.e., 7485.5 Sq.ft (695.678) and another plot measuring an area of 2.22 Kathas, i.e., 3024 Sq.ft (281.040 Sq.m) by dint of registered deeds and they had mutated their names in the Circle Office, Patna Sadar and also paying the rents regularly. All these three pieces of land measuring an area of 10.32 Kathas, i.e., 14045.52 Sq.ft. (1305.345 Sq.m) are situated at Anandpuri, Mauza – Rajapur Hasan, P.S – Kotwali (presently Shrikrishnapuri), P.S. Code – 227, Zone – IV, Ward No – 14, Sub Registry and Sadar Registry Office, Patna bearing Tauzi No – 5453, Thana No – 3, Khata No – 33, Survey Plot No (P) – 407. After the demise of Prabhawati Devi on 09/09/2004 and Indradeo Mahto on 12/09/2010, their two sons namely **SHRI NIWAS SINGH & PRABHAS KUMAR** inherited the said property by law of succession governed by Mitakshara school and thus the two brothers became the joint OWNERS thereof and they in turn got their names mutated in the circle office, Patna. Thus **MR. SHRI NIWAS SINGH & MR. PRABHAS KUMAR** have become the absolute Owners of the aforesaid total property.

AND WHEREAS the "OWNERS" referred to above are thus absolute Owners of the land and building situated at Anandpuri, Mauza – Rajapur Hasan, P.S – Kotwali (presently Shrikrishnapuri), P.S. Code – 227, Zone – IV, Ward No – 14, Sub Registry and Sadar Registry Office, Patna bearing Tauzi No – 5453, Thana No – 3, Khata No – 33, Survey Plot No (P) – 407, measuring an area of 10.32 Kathas as per deed, i.e., 14045.52 Sq.ft. (1305.345 Sq.m) more or less fully described in schedule I of this Development Agreement and forming part hereof.

AND WHEREAS the 'OWNERS' were desirous to construct the multistoried building, they approached the Builder/Developer **M/s APNA AWAS CONSTRUCTION PVT LTD** to develop their property in the form of multistoried building consisting of residential flats along with car parking space.

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AND WHEREAS the "DEVELOPER" on the representation of the "OWNERS" herein having examined the documents relating to the ownership of the property and having satisfied prima – facie that the "OWNERS" are the absolute Owners of the property as represented by them described in schedule I of this Development Agreement and are absolutely seized and possess of the same.

AND WHEREAS the "DEVELOPER" approached the "OWNERS" for the development and construction of a multistoried building in the Schedule – I land. The "DEVELOPER" gave a comprehensive plan to the "OWNERS" for the construction of a multistoried building comprising of the ownership flats, parking 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 "OWNERS" herein agreed to the proposal of the "DEVELOPER" to develop the land / property measuring an area of 10.32 Kathas as per deed, i.e., 14045.52 Sq.ft. (1305.345 Sq.m) more 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 "OWNERS" 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.

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.

1.7 OWNERS' ALLOCATION shall mean the constructed area in the form of residential flats and parking space more particularly described in Schedule – III

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A in the aforesaid multistoried building as per specifications mentioned in Schedule – IV herewith agreed upon by the "OWNERS" and "DEVELOPER" as being exclusively allocated to the "OWNERS" and / or their 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 OWNERS' ALLOCATION described fully in Schedule – III B.

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 etc.

ARTICLE II – COMMENCEMENT :

2.1 This agreement shall commence after the "OWNERS" give possession of the Schedule – I land to the "DEVELOPER".

2.2 The 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 the certified copy to be given to the "OWNERS".

ARTICLE III – THE SCHEME

The scheme is formulated by the "DEVELOPER" and agreed upon by the "OWNERS" 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 After the delivery of the possession of the OWNERS' allocations of the respective flats and parking space in the aforesaid building to the "OWNERS", the purchasers shall enjoy all rights and privileges and will be subject to payment of common expenses.

3.3 Upon handing over the possession of the OWNERS' ALLOCATION to the "OWNERS" 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

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"OWNERS" and Purchasers and any one making default shall pay interest thereon @ 10% p.a.

3.4 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 "OWNERS" 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.

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 B 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 OWNERS' representation about their title to and possession over the LAND PROPERTY, that they have full right, indefeasible title and absolute right to enter into this agreement and the "OWNERS" 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 within a period of 30 months (grace period of six months i.e. thirty six months) from the date of getting vacant possession of the land or sanctioning the building plan from an empanelled Architect with Patna Municipal Corporation, whichever is later.. If for any reason, the development work over the said property exceeds the above mentioned stipulated period, i.e. 36 months, the Developer shall pay a penalty of Rs 25,000/- (Rupees Twenty Five Thousand only) per month to the "OWNERS" for 12 months and after that, the "DEVELOPER" will ceased to have any claim thereafter, the "OWNERS" will have the right to take possession of the entire property after expiry of this 12 months extended period and in that situation, the "DEVELOPER" shall have no right to claim from the "OWNERS" any charges, loss or expenses incurred by them in constructing or developing the multistoried building erected till that date.

a) The "DEVELOPER" shall obtain all necessary permission and / or approvals and / or consents at their own cost.

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b) The "DEVELOPER" shall pay all costs of the development and constructions of the OWNERS' allocation in the building of the said premises.
c) The "DEVELOPER" fully agrees that the OWNERS' allocation of the constructed area in the building to be constructed at the said premises (herein called the OWNERS' allocation) in the manner detailed in Schedule III – A.
d) The "DEVELOPER" shall give complete possession of the OWNERS' allocation within thirty months (grace period of six months i.e. total thirty six months) from the date of getting possession of the vacant land or sanctioning of the building plan from an empanelled Architect with Patna Municipal Corporation, whichever is later.
e) If in future, Building Bye-laws relaxes or P.R.D.A (now dissolved) 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 50% - "OWNERS" and 50% - "DEVELOPER". In this eventuality, the Govt. fees, fines, condonation fees will be paid by the "DEVELOPER" and the "OWNERS" shall have to pay nothing against it.

ARTICLE VI – OWNERS' ALLOCATION

6.1 The "DEVELOPER" shall at his own cost construct, erect and complete the said building and allocate OWNERS' share as follows :-

a) 50% constructed super built up area has been allocated to the "OWNERS" in the form of residential flats and car parking spaces and given in detail in Schedule III A.
b) The "OWNERS" shall have 50% 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 OWNERS' allocation shall have specifications as detailed in Schedule – IV.
e) The "OWNERS" shall further have 50% undivided share in the amenities of common facilities.
f) At the option of the "OWNERS" the fractional share of flat shall be purchased by the "OWNERS" at the prevailing market rate from the "DEVELOPER".

OR

The fractional share of flat shall be sold by the "OWNERS" at the prevailing market rate to the "DEVELOPER".

6.2 It is further agreed between the parties that the "DEVELOPER" shall construct the building and allocate the same to the "OWNERS" 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 "OWNERS" shall have to pay nothing against it.

6.3 That, however it is made clear that the inter – se division of OWNERS' allocation has been mutually done by the "OWNERS" themselves from their allocated share as detailed in III – A.

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6.4 That in case any person claims a right, title and interest in the property through the common ancestor of the "OWNERS", the "OWNERS" 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 OWNERS' allocation and nothing from the DEVELOPER'S allocation.

ARTICLE VII – DEVELOPER'S ALLOCATION

7.1 The "DEVELOPER" shall be entitled to the remaining 50 % Super – Built up area in the proposed residential building to be constructed at the said premises together with 50 % of car parking space on the ground floor and also together with the proportionate share in the said landed property after providing to the OWNERS' allocation as provided herein above and the "DEVELOPER" shall be entitled to enter into an 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 "OWNERS" and the agreement itself shall be treated as consent by the "OWNERS" for entering into agreement for sale of the DEVELOPER'S allocation.

7.2 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 OWNERS' 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 "OWNERS" 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 "OWNERS" 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 agreed upon that the "OWNERS" and the "DEVELOPER" will keep the signed copy of the map of the proposed multistoried building **INDRA PRABHA** for any future reference in context of the numbering of the flats and parking space.

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9.3 It is understood that from time to time to facilitate the construction of the building by the "DEVELOPER" and transfer of flats, 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 "OWNERS" and various applications and other documents may be required to be signed or made by the "OWNERS", relating to which the specific provisions may not have been mentioned herein. The "OWNERS" hereby undertake to do all such acts, deed, matters and things that may be reasonably required to be done in the matters and the "OWNERS" also undertake 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 "OWNERS" and / or go against the spirit of this agreement.

9.4 That the "OWNERS" (First Party) will execute a Special 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 flats / car parking space / to be constructed on Schedule II, land along with proportionate share of Schedule II land except OWNERS' 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.

9.5 Nothing in these presents shall be constructed as a demise or conveyance in law by the "OWNERS" 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.

9.6 As and from the date of completion of the building, the "DEVELOPER" and its / or transferees and the "OWNERS" and / or their transferees shall be liable to pay and bear proportionate charges on account of all taxes and other impositions payable in respect of the space.

9.7 The "DEVELOPER" shall cooperate and facilitate in case the "OWNERS" wish to dispose off the flat/s of their share, i.e., OWNERS' ALLOCATION.

9.8 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.

9.9 The "OWNERS" assure and guarantee that the landed property is free from any encumbrance, attachment, charge, claim or demand whatsoever by or from any one whatsoever.

9.10 It shall be obligatory on the part of the "OWNERS" and the "PURCHASERS" of the Apartment to become a member of the FLAT OWNERS ASSOCIATION or SOCIETY and this Association of the FLAT OWNERS 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]). The Owners Association shall be formed after 75% occupancy of the building.

9.11 The "DEVELOPER" shall start the construction work after getting possession from the "OWNERS" and will carry on the construction work from start to

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finish in a regular manner and the "DEVELOPER" will not leave the construction of the building in the middle.

9.12 It is further agreed and undertaken by the "OWNERS" 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 as the DEVELOPER'S allocation 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".

9.13 The name of the building complex shall be **INDRA PRABHA**.

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

9.15 That the "OWNERS" (First Party) have handed over temporarily the following documents to the "DEVELOPER" (Second Party) pertaining to Schedule I land :-

1) Xerox copy of Original title Deed. Original deed will be shown when it is required.
2) Copies of Correction slip and Revenue Receipt.

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

9.17 That the First Party (OWNERS) 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.

9.18 That all the charges and legal expenses or any incidental cost in complying this Development Agreement including stamp duty, registration charges of conveyance shall be borne and be paid by the "DEVELOPER" or his nominee/s.

9.19 That the "DEVELOPER" undertakes to construct the multistoried building as per the sanctioned plan by an empanelled Architect with the Patna Municipal Corporation and shall always keep the "OWNERS" absolutely indemnified in case of any fine or penalty is imposed by the sanctioning authorities.

ARTICLE X – LEGAL PROCEEDING

10.1 It is hereby expressly agreed by and between the parties hereto that it will be the responsibility of the "OWNERS" to defend all actions and proceedings in respect of the title and / possession of the landed property.

10.2 It is also agreed between the "OWNERS" and the "DEVELOPER" that the entire liabilities of the premises before the execution of this agreement will be of the "OWNERS", during the construction period will be of the "DEVELOPER" and after handing over the physical possession will be of the Owners of the flats.

10.3 The "OWNERS" shall give the Power of Attorney after signing of the agreement as provided in Article 9.4 in favour of the "DEVELOPER" through

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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 the Development Agreement, the provisions of Development Agreement shall have precedence or shall prevail.

10.4 In case of any dispute arising out of this agreement, the same shall be resolved by a panel of Arbitrators consisting of three members, one selected each by the "DEVELOPER" & "OWNERS" and the two so selected Arbitrators shall jointly select one Arbitrator/person and the decision by majority will be binding on both the "OWNERS" and the "DEVELOPER".

10.5 That the "OWNERS" shall bear the responsibility, if in future, against any legal complication arises regarding the right or title of Schedule II land.

10.6 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.

10.7 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 space in the Apartment built over the Schedule II lands shall be borne only by the purchaser.

10.8 That it is agreed upon that the "DEVELOPER" shall develop the said property in the name of **INDRA PRABHA** at their own cost. The "DEVELOPER" shall indemnify the "OWNERS" if any govt. fees, claims or penalties imposed by any govt. agencies in reference to this Development Agreement. The "DEVELOPER" shall indemnify the "OWNERS" in respect of all claims, damages, compensation or expenses payable to any authority or person in consequence of any act or commission on the part or persons or body of the Developer's fault and further the "OWNERS" will not be liable to pay or be bound to defend any action of proceeding filed in respect of such injury brought under the workmen's compensation act or under the provisions of any other act.

10.9 This Development Agreement is being executed between Land Owners 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., Owners' share – 50% and Developer's share – 50%) 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.

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IN WITNESS WHEREOF THE "OWNERS" AND THE "DEVELOPER" have put their respective signatures on this the 23rd day of March, 2011 at Patna after understanding the contents of above.

SCHEDULE - I

All that piece and parcel of land measuring an area of 10.32 Kathas, i.e., 14032.58 Sq.ft. (1305.345 Sq.m) situated at Anandpuri, Mauza – Rajapur Hasan, P.S – Kotwali (presently Shrikrishnapuri), P.S. Code – 227, Zone – IV, Ward No – 14, Sub Registry and Sadar Registry Office, Patna bearing Tauzi No – 5453, Thana No – 3, Khata No – 33, Survey Plot No (P) – 407.

SCHEDULE – II

All that piece and parcel of land measuring an area of 10.32 Kathas, i.e., 14045.52 Sq.ft. (1305.345 Sq.m) bounded and butted as follow :
North – Kokil Singh & Nageshwar Singh.
South – Branch Road.
East – Kokil Singh & others.
West – Private Road.

Valuation of Land – Rs 1,31,75,000/- (Rupees One Crore Thirty One Lacs Seventy Five Thousand only)

SCHEDULE – III A
(OWNER'S ALLOTMENT)

One Duplex on the front side of the building, i.e., south facing the Road on payment basis.

Flat No – 201 on 2nd floor.
Flat No – 202 on 2nd floor.
Flat No – 203 on 2nd floor.
Flat No – 204 on 2nd floor.
Flat No – 205 on 2nd floor.
Flat No – 206 on 2nd floor.
Flat No – 401 on 4th floor.
Flat No – 402 on 4th floor.
Flat No – 403 on 4th floor.
Flat No – 404 on 4th floor.
Flat No – 405 on 4th floor.
Flat No – 406 on 4th floor.

SCHEDULE – III B
(DEVELOPER'S ALLOTMENT)

Flat No – 101 on 1st floor.
Flat No – 102 on 1st floor.
Flat No – 103 on 1st floor.
Flat No – 104 on 1st floor.

APNA AWAS CONSTRUCTION PVT. LTD
23/03/2011
Managing Director

APNA AWAS CONSTRUCTION PVT. LTD. PATNA

23/3/11

R Kumar
23.3.11

Flat No – 105 on 1st floor.
Flat No – 106 on 1st floor.
Flat No – 301 on 3rd floor.
Flat No – 302 on 3rd floor.
Flat No – 303 on 3rd floor.
Flat No – 304 on 3rd floor.
Flat No – 305 on 3rd floor.
Flat No – 306 on 3rd floor.

As for the remaining parking space and if any servant rooms will be built on the ground floor, it will be mutually distributed on pro – rata basis of their respective share percentage or if any construction is done apart from the abovementioned, the same shall be distributed in the ratio of 50% - Owners and 50% - Developer. A duplex to be built for the "OWNERS" on payment basis or the area of the Duplex to be adjusted from the area of the flats of the Owners' allocation. This will be reduced into writing in a Supplementary Agreement to be entered into after the finalization of the Duplex's drawing and the final drawing of the Apartment and if there is any change of area or so, it will be incorporated in the Supplementary Agreement.

SCHEDULE – IV

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

Structure : R.C.C frame structure with brick work in cement mortar as per design and specification of the structural consultants.

Chowkats : Door frames of Sal wood.

Main Door: Panel door with both side polish with bidding.

Other Door: 32 MM thick ISI mark flush door.

Window : Suitable size wooden window as per Architect's decision with Sal wood chowkhat with M.S. grill. 30 MM thick wooden shutters with 4 MM plain glass and painted with two coats of synthetic enamel paint over a coat of primer.

Flooring : Marble flooring in all area of the flat. Marble slab/ vitrified tiles.

Kitchen :

(a) Flooring – Marble / Ceramic Tiles
(b) Working Platform – Granite slab.
(c) Dado – 24" high tiles with border and motive / Granite tiles.
(d) Sink – Steel sink.
(e) Aqua guard point provision.

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(f) Dishwasher point provision.

Dining Space: Provision of one wash basin in related space.

Bathroom :
(a) Flooring – Marble / Ceramic Tiles.
(b) Walls – Glazed tiles up to 7' height.
(c) Sanitary – White glazed vitreous sanitary ware of ISI mark HINDWARE / PARRYWARE or equivalent.
(d) Fittings – Chromium plated fitting of ESSCO / MARC.
(e) Cistern – Acrylic / Fibreglass cistern in white colour.
(f) Washing machine point with inlet & outlet provision.
(g) Provision of hot & cold water supply in all the bathrooms.

Electrical :
(a) All internal wiring in concealed conduits with copper wires of ISI mark.
(b) All electrical switches and accessories of ANCHOR/COLORS make or equivalent.

T.V/Telephone : Two T.V. point and two telephone plug point provided in the Drawing room and two bed rooms.

Cable : Two cable point provided in the Drawing room and master Bed room. Conduit pipe upto each flat for the dish TV connection.

Internal Wall : All internal wall shall be finished with plaster of paris.

External Wall : All external wall shall be painted with weather coat after laying of Birla Putty/Brick Tiles/Dholpur Stone/ Texture.

Parking : Marble crazy flooring.

Toilet : Double coat of Techoxy treatment of choksey chemical or equivalent.

Boring : Boring upto 3rd level of water & Tube well of adequate capacity by direct / reverse circulation machine with adequate capacity KSB or equivalent make submersible pump.

Common Room: Proposed common room / community hall.

Parking: Ample car parking spaces through well lit driveway.

Common Toilet: Common toilet for servants.

Lift : Elevator of a standard company like Kone / Otis of six Passenger capacity will be installed.

Generator : Generator of adequate capacity of Cummins / Kirloskar make

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for stand by power supply.

Intercom : Intercom facilities provided in each flat.

Terrace : Mosaic flooring.

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

SEALED, SIGNED & DELIVERED
In presence of

WITNESS :

1) Prabhat Kumar Singh
S/o Dr. A.K. Singh
North S.K. Puri
Patna-800013

2) Amarendra Kumar Sinha
S/o Sri Mahendra Prasad
Moh:- Maharaj Nagar
Patna - 24

TYPED BY
Mahendra Pd.
C.I.T. A
Patna

OWNERS

23/3/11
(Shri Niwas Singh)
IT PAN – ACNPS4915R

R Kumar
23.3.11
(Prabhas Kumar)
IT PAN – ADGPK7857E

APNA AWAS CONSTRUCTION PVT. LTD.
Managing Director
23/03/2011
DEVELOPER
IT PAN – AAECA0832B

As Per Statement of Landowner and Developer.
Drafted by me:→
Sheo Kishore Prasad.
Advocate 23/3/2011
Collectorate Bar Association
Patna

APNA AWAS CONSTRUCTION PVT. LTD. ★ 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. 263600** *Amt. paid by N.J. Stamp Paper -* **Rs. 0**

Addl. Stamp duty paid under Municipal Act **Rs.** *Amt. paid through Bank Challan -* **Rs. 264404**

			Registration Fee				LLR + Process Fee		Service Charge
FEE PAID	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	500
	A9	0 DD	0 I	0 K1c	0 Mb	0	Total-	0	
	A10	0 E	250 J1	0 K2	0 Na	54			
	B	0 H1a	0 J2	0 Li	0				

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. TOTAL- 304 804

Date : 23/03/2011

Registering Officer
Patna

Endorsement under section 52

Presented for registration at Registration Office, Patna on Wednesday, 23rd March 2011 by Shri Niwas Singh S/O-Late Indradeo Mahto by profession Others. Status - Executant

Signature / L.T.I. of Presentant *Date : 23/03/2011*

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those executants and identified by the person (identified by Prabhat Kumar Singh age .... Sex M son/daughter of S/O-Dr. Ajeet Kumar Singh resident of 5a/13 Maya Kutir, North S.K.Puri, Patna.) whose names, photographs, fingerprints and signatures are affixed as such on back page / pages of the instrument.

Date : 23/03/2011

Registering Officer
Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book No. 1 Volume No. 148 on page no. 45 - 64 for the year 2011 and stored in CD Volume No.CD-23 year 2011. The document no. is printed on the front Page of the document.

Date : 23/03/2011

Registering Officer
Patna

Token No.10443 Year - 2011 Sl.No. 10107 SCORE Ver. 2.1 Deed No. 8548 NIC-Bihar