Serial No. 25598 Book No. 1 Deed No. 21294

Serial No. 25598 Deed No. 21294

Govt. of Bihar
District Registry Office, Patna
Summary of Endorsement

This document was presented for registration on 24/07/2012 by Nirbhay Sharma.
A stamp duty of Rs. 202240/- 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. 21294 in Book No. 1, Volume No. 398 on pages from 227 to 244 and has been preserved in total 18 pages in C.D. No. 62 / Year 2012

Date: 24/07/2012 Token No: 26306 /2012 SCORE 3.0

Signature with Date
(Ashok Kuman Thakur)
Registering Officer, Patna

SCANNED

Scanned by Akhilesh

अविभेद स्वामित्व के कार्यवाई के लिये

DEVELOPMENT AGREEMENT

This Development Agreement is made on this the 24th day of February, 2012 at Patna.

BETWEEN

SRI NIRBHAY SHARMA & SRI ABHAY KUMAR, both sons of Sri Ram Gulam Sharma, resident of A/3, Chatterjee Lane, Gardanibagh, Patna, hereinafter referred to as the "OWNERS" of the FIRST PART.

AND

24.07.2012 (Nirbhay Sharma)

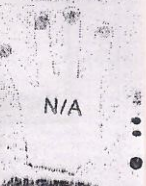
24.07.2012 (Abhay Kumar)

APNA AWAS CONSTRUCTION PVT. LTD. PATNA

APNA AWAS CONSTRUCTION PVT. LTD. Managing Director 24/07/2012

District Registry Office,Patna

Token Number 26306 Reg. Year 2012 Serial Number 25598 Deed Number 21294

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Presented By	Nirbhay Sharma						
Sig.	24.07.2012						
Executant	Abhay Kumar						
Sig.	Abhay Kumar. 24.07.2012						
Executant	Nirbhay Sharma						
Sig.	24.07.2012						
Claimant	Jitendra Kumar Singh (M. Dir.)						
Sig.	24/07/2012						
Identified By	Amrendra Kumar Sinha						
Sig.	24/7/12						

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 – Patliputra, 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.

WHERAS the "OWNERS" referred to above have inherited the land with structures standing thereon being Survey Plot No (P) – 1894, Tauzi No – 388, Khata No – 63, Thana No – 7, situated at Gardanibagh, in the town of Patna, P.S – Gardanibagh and within the limits of Patna Municipal Corporation and Patna Regional Development Authority (now dissolved) and within the jurisdiction of Sub – Registrar and District Registrar, Patna. The land was purchased by their grandfather Late Mahendra Sharma & grandmother Late Tilari Devi . After the death of Mahendra Sharma & Tilari Devi, their share being inherited by the grandsons namely Sri Nirbhay Sharma & Sri Abhay Sharma and in turn they got their names mutated in the office of Circle Officer, Patna Sadar vide Dakhil Kharij Case No – 200/3 – 2011-12 & 462/3 – 2011-12 for which their father Sri Ram Gulam Sharma has given his consent and also filed a NO OBJECTION in the Circle Office, Patna Sadar. The said land is measuring approximately 4.457 Kathas, i.e., 6067 Sq.ft (563.847 Sq.m) more or less, fully described in Schedule I of this Development Agreement and forming part thereof.

AND WHEREAS the "OWNERS" referred to above are thus absolute Owners of the land [redacted] situated at Gardanibagh, Survey Plot No (P) – 1894, Tauzi No – 388, Khata No – 63, Thana No – 7, situated at Gardanibagh, in the town of Patna, P.S – Gardanibagh, measuring an area of approximately 4.457 Kathas, i.e., 6067 Sq.ft (563.847 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 units along with car parking space.

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 -

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of this Development Agreement and are absolutely seized and possesses of the same.

AND WHEREAS the "OWNERS" approached the "DEVELOPER" 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 residential units, parking space on 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 approximately 4.457 Kathas, i.e., 6067 Sq.ft (563.847 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.

1.2 Residential units 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, 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.

1.7 OWNERS' ALLOCATION shall mean the constructed area in the form of residential units and parking space (more particularly described in Schedule III) 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"

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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 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 etc.

ARTICLE II – COMMENCEMENT :

2.1 This agreement shall commence with immediate effect.

2.2 The agreement is to be registered as per the enforced The Bihar Apartment Ownership Act, 2006. The registered agreement to be retained by the "DEVELOPER" whereas the certified copy of this agreement to be given to the "OWNERS".

ARTICLE III – THE SCHEME

The scheme as formulated by the "DEVELOPER" and agreed upon by the "OWNERS" provides as follows :-

3.1 The "DEVELOPER" will invite and select purchaser(s) agreeing to purchase on Ownership basis residential units along with parking space in the building on the landed property, more particularly specified in Schedule – II only of his share as specified in Schedule – III A. 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 residential units and parking space in the aforesaid building to the "OWNERS", the purchasers shall enjoy all rights and privileges as per this agreement 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 of handing over full possession of the the said residential units and parking space, till the date "DEVELOPER" hands over the management of the common facilities and expenses to any society or association to be formed by "OWNERS"

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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 hereinafter provided, the exclusive right to the "DEVELOPER" to build, erect and complete the said building and construct in accordance with the plan sanctioned by an empanelled Architect with Patna Municipal Corporation and to sale DEVELOPER'S allocation/share only by entering into agreement for sale .

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 residential units 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 residential units 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 including the grace period of six months from the date of sanctioning of the building plan from an empanelled Architect with the Patna Municipal Corporation or getting vacant possession of the land, whichever is later, the "DEVELOPER" agrees on the following terms & conditions :

a) The "DEVELOPER" shall obtain all necessary permission and/or approvals and/or consents at his own cost.
b) The "DEVELOPER" shall pay all costs of supervision of the development and constructions of the OWNERS' allocation in the building of the said premises.
c) The "DEVELOPER" ~~shall allocate~~ the OWNERS' allocation of the constructed area in the building to be constructed in the said premises

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(herein called the OWNERS' allocation) in the manner detailed in Schedule III.

d) The "DEVELOPER" shall give complete possession of the OWNER'S allocation within thirty months (including the grace period of six months) from the date of sanctioning of the building plan from an empanelled Architect with the Patna Municipal Corporation or getting possession of the vacant land, whichever is later failing which the "DEVELOPER" shall pay a sum of Rs 35,000/- (Rupees thirty five Thousand only) per month to the "OWNERS" as compensation for the delay in allocation and giving physical possession of the OWNERS' allocation.

e) The "DEVELOPER" shall give a non refundable amount of Rs 14,00,000/- (Rupees Fourteen Lacs only) to the "OWNERS". The "DEVELOPER" shall give Rs 7,00,000/- (Rupees Seven Lacs only) at the time of entering into this Agreement. The remaining Rs 7,00,000/- (Rupees Seven Lacs only) will be given within 15 (Fifteen) days of sanctioning of the building plan from an empanelled Architect with Patna Municipal Corporation or getting peaceful, vacant possession of the land, whichever is later.

f) The "DEVELOPER" shall provide and bear the complete cost excluding the maintenance and electricity charges of a 3 BHK flat for the "OWNERS" to reside from the period of giving vacant possession to the Developer till the Developer gives the possession to the Owners of Owners allocation in a habitable condition.

g) If in future, Building Bye-laws relaxes or P.R.D.A permits to have additional built up area over and above the present sanctioned map, the same may be built and allocated in the ratio of 50% - "OWNERS" and 50% - "DEVELOPER". In this eventuality, the Govt. fees, fines, condonation fees will be shared in the same ratio as in the case of super built – up area shared by the "OWNERS" and the "DEVELOPER".

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 units and car parking space and given in detail in Schedule III.

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" undertakes and guarantees to construct the building as per the sanctioned plan and specifications and this agreement.

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.

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f) At the option of the "OWNERS" the fractional share of residential units and parking space shall be purchased by the "OWNERS" at the prevailing market rate from the "DEVELOPER".

OR

The fractional share of residential units and parking space shall be sold by the "OWNERS" at the prevailing market rate to the "DEVELOPER". However,it is made clear that the OWNERS will have the first right to purchase the fractional share.

6.2 That 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 fully 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 as and in the manner as the intending purchasers of the Developer's share to the "DEVELOPER" with regard to OWNERS' allocation against electricity and Generator.

6.3 That, however it is made clear that the inter – se division of OWNERS' allocation would be mutually done by the "OWNERS" themselves from their allocated share.

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 That the "DEVELOPER" shall be entitled to the remaining 50 % Super – Built up area in the proposed residential units 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. But any such agreement between the DEVELOPER and purchaser shall be subject to the provisions of this agreement and the DEVELOPER would not enter into any agreement with purchaser which would be contrary to this agreement.

7.2 That based on the scheme of allocation of 50 % of the area to the "OWNERS" and 50 % to the "DEVELOPER" and as the scheme set out

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and as detailed in Schedule III mutually by the "OWNERS" and "DEVELOPER".

7.3 That 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 giving complete possession to the OWNERS of allocation of the OWNERS' share.

ARTICLE VIII – FORCE MAJEURE

8.1 That 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 That 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 That 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 That it is understood that from time to time to facilitate the construction of the building by the "DEVELOPER" and transfer of residential units, 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 letter and spirit of this agreement.

9.3 That the "OWNERS" (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 flats / car parking space / to be constructed on Schedule II, land along with proportionate share of Schedule II land except OWNERS' ALLOCATION as specified in Schedule III below and also to register the residential units along with parking space with the

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proportionate share of land to the prospective buyers of the DEVELOPER'S allocation.

9.4 That a Barsati will be constructed on the roof terrace at the cost sharing basis in the Owners' designated area for their exclusive use subject to the sanctioning of the same from an appropriate authority.

9.5 That nothing contain in this agreement 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".

9.6 That the DEVELOPER will self finance the project and would not enter into any contract with any individual or financial institution for financing the project which would create charge on the land specified in schedule II.

But it is also made absolutely clear that in case the Developer fails to complete the project within four years from the date of sanctioning of the building plan from an empanelled Architect with the Patna Municipal Corporation or getting vacant possession of the land, whichever is later, then the toal land measuring 4.457 Kathas i.e.6067 sq.ft (563.847 sq. m) more particularly described in Schedule II of this Development Agreement which was given in possession to the DEVELOPER for the said purpose would come back to the OWNERS and the DEVELOPER shall be liable to pay back all the loans, if any, raised for this purpose and there would be no charge or claim on the land specified in Schedule II or on the OWNERS whatsoever.

9.7 As and from the date of completion of the building, the "DEVELOPER" and its / or transferees shall be liable to pay and bear proportionate charges on account of all taxes and other impositions payable in respect of the space. The "OWNERS" and / or their transferees shall be liable for the same only from the date of handing over the possession of OWNERS allocation in a habitable condition.

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 OWNERS ASSOCIATION or SOCIETY and this Association of the 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 OWNERS. The OWNERS ASSOCIATION shall be the Apex body relating to all the members as per The Bihar Apartment Ownership Act, 2006.

9.11 It is further agreed and undertaken by the "OWNERS" that the "DEVELOPER" shall have full right, title, ownership, interest over the super built up area allotted to the "DEVELOPER" as their share more specifically described in the DEVELOPER'S allocation mentioned in the Schedule III A below of the total super built up area and shall be fully

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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".

9.12 The name of the building complex shall be **MAHENDRA BHAVAN**.

9.13 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.

9.14 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 issued by Patna Municipal Corporation.
3) No-objection certificate from the other siblings.

9.15 That after the execution of this agreement , the "DEVELOPER" may start advance booking for the sale of his proportionate share as specified in Schedule III A and of land and residential units and car parking space of the Multistoried Apartment to be constructed on Schedule II land except the OWNER'S allocation. But this agreement will be between "DEVELOPER" and purchasers will have no bearing on the land specified in Schedule II or on the "OWNERS" if the project fails. The purchasers who entered into agreement will have all the available remedy against the "DEVELOPER" only. There will be no charge on the land specified in Schedule II.

9.16 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 and right to enjoy common area.

ARTICLE X – LEGAL PROCEEDING

10.1 That 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 That the "OWNERS" 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

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

10.3 That in case of any dispute arising out of this agreement, the same shall be referred to the sole Arbitrator who will be appointed with the consent of both the parties. The place of arbitration will be Patna. The Arbitration and Conciliation Act, 1996 will be applied in this regard.

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

10.5 That the "DEVELOPER" shall bear the responsibility against any legal complication, arises regarding the plan of the construction, fire safety approval or any matter related to the work done by the "DEVELOPER" and approval acquired from the concerned department.

10.6 That in case any mishap, accident or injury to workers or any person takes place while the land is under "DEVELOPER" possession the "DEVELOPER" will bear all the legal responsibility and consequent liability.

10.7 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.

10.8 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 residential units along with the parking space in the Apartment built over the Schedule II lands shall be borne only by the purchaser.

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.

IN WITNESS WHEREOF THE "OWNERS" AND THE "DEVELOPER" have put their respective signatures on this the 24th day of July, 2012 at Patna after understanding the contents of above.

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SCHEDULE - I

All that piece and parcel of land measuring an area of approximately 4.457 Kathas, i.e., 6067 Sq.ft (563.847 Sq.m) being Survey Plot No (P) – 1894, Tauzi No – 388, Khata No – 63, Thana No – 7, P.S. Code – 101, Zone – 3 situated at Gardanibagh, in the town of Patna, P.S – Gardanibagh and within the limits of Patna Municipal Corporation and Patna Regional Development Authority (now dissolved) and within the jurisdiction of Sub – Registrar and District Registrar, Patna. Mauza- Dhakantara

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Govt. Valuation – Rs 87,07,000/- (Rupees Eighty Seven Lacs Seven Thousand) only.

SCHEDULE – II

All that piece and parcel of land measuring an area of approximately 4.457 Kathas, i.e., 6067 Sq.ft (563.847 Sq.m) bounded and butted as follow :
North – Branch Road.
South – Amar Chandra Ghosh.
East – M.C. Chatterjee Lane.
West – Leela Singh & others, presently Ram Babu Singh & Suresh Prasad.

SCHEDULE – III
(OWNERS' ALLOTMENT)

Flat No – 101 on 1st floor.
Flat No – 104 on 1st floor.
Flat No – 201 on 2nd floor.
Flat No – 204 on 2nd floor.
Flat No – 301 on 3rd floor.
Flat No – 304 on 3rd floor.
Flat No – 401 on 4th floor
Flat No – 404 on 4th floor.
(All the flats are on the north side)

SCHEDULE – III A
(DEVELOPER'S ALLOTMENT)

Flat No – 102 on 1st floor.
Flat No – 103 on 1st floor
Flat No – 202 on 2nd floor.
Flat No – 203 on 2nd floor.
Flat No – 302 on 3rd floor.
Flat No – 303 on 3rd floor
Flat No – 402 on 4th floor.
Flat No – 403 on 4th floor.
(All the flats are on the south side)

SCHEDULE – IV

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

Cement : Prism, Konark, Birla Group etc. will be used in the construction.

Steel : Captain, Magadh, Patwari will be used in the structure.

Chowkhats : Door frames of Sal wood.

Main Door : Flush door with decorative bidding with both side polish.

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Managing Director

24.07.2012

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Other Door : 32 MM thick ISI mark flush door.

Window : Wooden window with Sal wood chowkhat with M.S grill. 30 MM thick wooden shutters with 3 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. Drawing room – marble slab / vitrified tiles.

Kitchen : (a) Flooring – 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.

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

BathRoom : (a) Flooring – 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.

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

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

Cable : Two cable point provided in the Drawing room and master bed room.

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

External wall: All external wall shall be painted with weather coat/Texture.

Parking : Marble crazy flooring.

Boring : Boring & 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 for the Flat Owners Association.

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Managing Director

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Com Toilet : Common toilet for servants /Guard.

Lift : Elevator of a standard company like Kone/Otis for six passenger.

Generator : Generator of Cummins/Kirloskar make for stand by power supply.

Intercom : Intercom facilities provided in each flat.

Boundary : A boundary wall will be erected around the Apartment with a gate in the front side.

Fire : The Apartment will be built as earthquake resistance and provided with fire safety provisions as per legal norms.

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

SEALED, SIGNED & DELIVERED
In presence of

WITNESS :

1. Ajnish (Ajnish Kumar Sinha) S/o Late Mahendra Prasad Mahadeo Nagar, Patna-24

2: Prabhat Kr. Singh S/o Dr. A.K. Singh N.M.R.S.K. Flat Patna

OWNERS

24.07.2012

(Nirbhay Sharma)
IT PAN – DANPS8411R

(Abhay Kumar) 24.07.2012
IT PAN – BMJPK6876J
APNA AWAS CONSTRUCTION PVT. LTD.

24/07/2012
Managing Director
FOR DEVELOPER

(Jitendra Kumar Singh)

APNA AWAS CONSTRUCTION PVT. LTD. PATNA

24.07.12

अन्दर मो० ..... शब्दों में (रू० .....) मात्र

चतुर्थ प्रति **बिहार सरकार**

(जमाकर्त्ता कार्यालय हेतु) **निबंधन विभाग** गैर मानक

दस्तावेजों के निबंधन के लिए जमा किए जाने वाले स्टाम्प शुल्क/निबंधन शुल्क एवं भूस्वामी के निबंधन शुल्क के भुगतान के लिए बैंक चालान

1. पक्षकार का नाम/पता अपना आवास [illegible] पटना
   (जिसकी ओर से जमा किया जा रहा है) [illegible]
2. दस्तावेज का प्रकार [illegible]
3. निबंधन कार्यालय [illegible]
4. बैंक का नाम एवं शाखा [illegible]
5. भुगतान की जानेवाली राशि का विवरण [illegible]

क्र०सं०	भुगतान का मद एवं शीर्ष	रकम
(क)	स्टाम्प शुल्क-मुख्य शीर्ष-0030-स्टाम्प एवं पंजीकरण-उप-मुख्य, शीर्ष 02-स्टाम्प गैर न्यायिक, लघु शीर्ष-103-दस्तावेजों पर स्टाम्प शुल्क लगाना-उप शीर्ष 0001, सकल प्राप्तियाँ प्राथमिक इकाई-7549 सकल प्राप्तियाँ **विपत्र कोड-R0030021030001**	28000.-
(ख)	निबंधन शुल्क-मुख्य शीर्ष-0030-स्टाम्प एवं पंजीकरण शुल्क उप मुख्य शीर्ष-03 पंजीकरण शुल्क, लघु शीर्ष-104-दस्तावेजों का पंजीकरण शुल्क-उप शीर्ष 0001, प्राथमिक इकाई-7549 सकल प्राप्तियाँ **विपत्र कोड-R0030031040001**	/
(ग)	भूस्वामी शुल्क-मुख्य शीर्ष-0029, भू राजस्व लघु शीर्ष-800-अन्य प्राप्तियाँ-उप शीर्ष-0006, अन्य मद-प्राथमिक इकाई-7549 भूमि निबंधन शुल्क से आय . **विपत्र कोड-R0029008000006**	/
	भुगतान का माध्यम : नगद/चेक/ड्राफ्ट कुल राशि शब्दों में..... कुल योग	28000.-

स्थान.....पटना.....

तारीख.....2/11/2012

जमाकर्त्ता का नाम एवं हस्ताक्षर

चेक/ड्राफ्ट का विवरण पीठ पर अंकित कर दें।

चेक/ड्राफ्ट की राशि अन्तरित होने के पश्चात ही मान्य होगी।

FOR USE OF THE BANK

स्क्रौल नं०.....तारीख.....

संख्या 05 में दिए गये विवरण के अनुसार [illegible] किया।

शब्दों में.....

प्राधिकृत पदाधिकारी का हस्ताक्षर एवं मुहर

निबंधन हेतु सर्विस चार्ज लिया/देय का विवरण

राशि रू० ...../शब्दों में.....

जमा करने की तिथि :

बैंक स्क्रौल सं०

लेखा सं० :

बैंक की प्राप्ति एवं मुहर

अन्दर रु० ..... शब्दों में (रू० .....) मात्र ।

चतुर्थ प्रति — बिहार सरकार — पी. मानक
(जमाकर्त्ता कार्यालय हेतु) — निबंधन विभाग

दस्तावेजों के निबंधन के लिए जमा किए जाने वाले स्टाम्प शुल्क/निबंधन शुल्क एवं भूस्वामी के निबंधन शुल्क के भुगतान के लिए बैंक चालान

1. पक्षकार का नाम/पता ..... (जिसकी ओर से जमा किया जा रहा है) .....
2. दस्तावेज का प्रकार Development Agreement
3. निबंधन कार्यालय पटना सदर
4. बैंक का नाम एवं शाखा .....
5. भुगतान की जानेवाली राशि का विवरण

क्र०सं०	भुगतान का मद एवं शीर्ष	रकम
(क)	स्टाम्प शुल्क-मुख्य शीर्ष-0030-स्टाम्प एवं पंजीकरण-उप-मुख्य शीर्ष 02-स्टाम्प वैधानिक तथा शीर्ष-103 दस्तावेजों पर स्टाम्प शुल्क तथा-उप शीर्ष 0001, प्रकल प्राप्तियाँ प्राथमिक इकाई-7549 सकल प्राप्तियाँ विपत्र कोड-R0030021030001	174240-00
(ख)	निबंधन शुल्क-मुख्य शीर्ष-0030-स्टाम्प एवं पंजीकरण शुल्क उप मुख्य शीर्ष-03 पंजीकरण शुल्क, लघु शीर्ष-104-दस्तावेजों का पंजीकरण शुल्क-उप शीर्ष 0001, प्राथमिक इकाई-7549 सकल प्राप्तियाँ विपत्र कोड-R0030031040001	54-00 250-00 304-00
(ग)	भूस्वामी शुल्क-मुख्य शीर्ष-0029 भू राजस्व लघु शीर्ष-800-अन्य प्राप्तियाँ-उप शीर्ष-0006 अन्य मदें-प्राथमिक इकाई-7549 भूमि निबंधन शुल्क से आय विपत्र कोड-R0029008000006	1
	भुगतान का माध्यम : नगद/चेक/ड्राफ्ट कुल राशि शब्दों में ..... कुल योग	174544-00

स्थान .....
तारीख 24/7/12

जमाकर्त्ता का नाम एवं हस्ताक्षर

चेक/ड्राफ्ट का विवरण पीठ पर अंकित करें।
चेक/ड्राफ्ट की राशि अन्तरित होने के पश्चात ही मान्य होगी।

FOR USE OF THE BANK

स्क्रौल नं०.....तारीख.....
संख्या 05 में दिए गये विवरण के अनुसार रु० ..... कालम
शब्दों में.....प्राप्त किया।

अधिकृत पदाधिकारी का हस्ताक्षर एवं मुहर

निबंधन हेतु सर्विस चार्ज जमा करने का विवरण

राशि रू० .....शब्दों में.....एस्को लेखा सं० :
जमा करने की तिथि :
बैंक स्क्रौल सं०

बैंक की प्राप्ति एवं मुहर

T 2630 6/2012

T 2630 6/2012 24/7/12

जमा पर्ची/Pay-in-slip नकद/अंतरण/CASH/TRANSFER

भारतीय स्टेट बैंक
State Bank of India

शाखा/Branch

दिनांक/Date 24/7/2012

खाते का प्रकार : बचत बैंक/चालू खाता/सावधि जमा/केश क्रेडिट खाता/सावधि ऋण खाता सं०/Type of Account : SB / CA / RD / CC / DL / TL A/C. 1 1 0 4 9 5 5 0 5 2 4 1

के बैंक खाते में जमा करने हेतु / For the Credit of the Bank Account of

नकद/चेकों के विवरण/Details of Cash/Cheque(s)	राशि/Amount रु०/Rs.	पै०/P.
खाते में नकद जमा/Cash Deposited in Account	500	00
नकदी रखखाव शुल्क/Cash Handling Charges		
कुल जमा/Total Deposit		
रुपये (शब्दों में)/Rupees (in words)		

(कार्यालय उपयोग हेतु / FOR OFFICE USE)

एस.डब्ल्यू.ओ. / SWO

केश अधिकारी / पासकर्ता अधिकारी
Cash Officer/Passing Officer

Code 596 / 2005964 ORIENTAL

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. 202240/-	Amt.Paid By N.J Stamp Paper	Rs. 0/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 203044/-

Registration Fee

FEE PAID

A1	0	C	0	H1b	0	K1a	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		
								TOTAL-	304

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

LLR + Proc Fee		Service Charge
LLR	0	500
Proc.Fee	0	
Total	0	

Date: 24/07/2012

Registering Officer
Patna

Endorsement under section 52

Presented for registration at Registration Office, Patna on Tuesday, 24th July 2012 by Nirbhay Sharma S/O-Sri Ram Gulam Sharma by profession Others. Status - Executant

24.07.2012

Signature/L.T.I. of Presentant **Date:24/07/2012**

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Amrendra Kumar Sinha' age '49' Sex 'M', 'S/O-Mahendra Prasad', resident of 'Mahesh Nagar,keshri Nagar,patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 24/07/2012

Registering Officer
Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 398 on pages on 227 -244 , for the year 2012 and stored in CD volume No. CD-62 year 2012 .The document no. is printed on the Front Page of the document.

Date : 24/07/2012

Registering Officer
Patna

Token No. : 26306 **Year : 2012** **S.No. : 25598** **SCORE Ver.3.0** **Deed No . : 21294**