share of the constructed building or loan from any bank financial institution and body.

(7) In case Owner's 50 % of the built-up area is not covered in the form of the complete Units taken, the developer will have to pay the equivalent market price to the Land Owners for the area.

(8) That similarly, the developer will retain 50 % of the total built-up area. In the shape of Units and car parking spaces in consideration of cost of construction with an absolute, right, title and interest and may transfer, convey, sell, grant lease of otherwise alienate their interest to any person or persons, association of person, firm, body corporate etc. on such terms and conditions as they may deem fit and proper. Both the land Owners and the developer will have absolute right, title and interest over their respective shares of super built-up area.

(9) That it is further agreed by the parties that any alteration in the approved building plan within the parameter of the PRDA (dissolved)/PMC/ NPDN/Competent Authority building rules and regulation which may be deemed necessary during or after the sanction of the building plan shall be done by the developer with the prior consent of the land owners and the developer may alter such changes at its own risk and expenses. If any further construction will be made then the same shall be distributed between the land owners and developer as per the above mentioned share. In case the entire building is required to demolish or is razed as a result of natural calamity and the building becomes inhabitable, all Owners, Developers and Purchasers, title holders to the building will have proportionate share of land. But no individual title holder is entitled to demolish his/her/their Units or building and demand share in the land.

(10) That the certificate of the architect regarding measurement of the built-up area, built-up area and common service area will be final and binding on both the parties.

(11) The Land Owners shall, after the execution of this agreement allow every facility to the Developer, their staff, Engineers,

Neelam Singh
24/12/19
Maa Laxmi Infra Developers Pvt. Ltd.
Director

Architects, workers etc. to enter upon the said property to enable the Developer to carry out various development works as stipulated in this agreement.

(12) That the builder/developer will develop and construct the proposed building with all amenities therein on and thereon and give peaceful vacant possession of the Owner's area to the Owners within **(2 Years) from** the date of RERA Registration, with further grace period of **6 months.**

(13) That the developer shall develop the said property themselves or through any agency, company etc. of their choice at their own cost and will be responsible for the development of the said land, but the Owners will have the right to inspect the development and construction of the said multistoried building. The developer will use the standard materials as specified in Schedule-II.

(14) That the Land Owners is entitled to verify and supervise the quality of materials to be used for construction of the building. If the Land Owners find that the materials used for construction is not up to the marks and not of good quality then he should intimate the same to the developer and suggest using better quality materials.

(15) The Owners shall at no time demand further sum of premium or any interest in any dealing regarding sale of Developer's area and the Owners shall, if necessary execute all such deeds and documents as may be required by the developer in this regard,

(16) From the date of delivery of possession of Owner's area to the Owners or its allottees and the Developer and /or its allottees shall jointly have or be deemed to have undivided right, title and interest over the total land of the said properties in the proportion of their respective share in the said building even without any further act, deed, matter done by the Owners in this regard, provided the developer hand over's the construction and built-up area of land owner's share which shall be divided according to sanction map after this agreement.

(17) The Land Owners hereby undertake not to sell, dispose of, alienate, charge, encumber, sublease or otherwise transfer the said

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land and/or property or any part thereof and further undertakes not to do any act (s), deed (s) matter (s) or thing (s) as shall be in breach of terms of this Development Agreement save and except putting the said Developers thereon for the purpose of development pursuant to this development agreement. The Land Owners shall at no point of time after the commencement of development activities of the said property as per the agreement try to dispossess the said developer directly or indirectly from the said property.

(18) The developer shall be entitled to enter into agreement for sale, or otherwise allot UNITS in the Developer's area in the said building for purpose of completing the building within time agreed and which does not form part of the Owner's area whenever required by the Developer.

(19) Similarly the Owners shall be fully entitled to enter into agreements for sale or otherwise allot UNITS comprised in the Owner's area in the said building and which does not form part of the Developer's area, whenever required by the Owner.

(20) A separate list of detailed specifications for the said building in Schedule- II is part of this Development Agreement.

(21) After the Registration of this Development Agreement along with the sanction map stating specific division of share's the Owner and Developers shall be entitled to sell or enter into agreement for sale or other agreement or mortgage their shares directly to its prospective buyers or any financial Institutions.

(22) That after the completion of the construction of the building project developer/promoter/landowner shall be absolute owners of their respective shares and they will be entitled to sell/transfer as per Provisions of The Bihar Apartment Ownership Act, 2006 u/s 5 (1) & 5 (2) and others.

(23) It is agreed between Land Owner and Developer on basis of sanctioned map 1/4th of First Floor, Entire Second Floor & 1/4th of Third Floor of the area of construction shall be of Land Owner and 3/4th of First Floor & 3/4th of Third Floor construction shall be of

Maa Laxmi Infrahomes Pvt. Ltd.
Director

the Developer. The parking area shall be divided half & half between Land Owner & Developer.

However, a Share Distribution of flats & car parking spaces number shall be made after sanction of map plan.

**THE DEVELOPER FURTHER UNDERTAKES:-**

(A) That they will not do any act of commission, omission, expressly or impliedly, directly or indirectly by which the Owner's right, title and interest over the said property may in any manner be adversely affected until the developer has given delivery of possession of the Owner's area to the Owners,

(B) To indemnify the owners and always keep them indemnified and harmless in respect of all claims, damages, compensation or expenses payable in consequences of any injury or accident sustained by any workman, artisan or invitees or other person whether in the employment of the developer or not while in or upon the said property and during the period of construction of the said building thereon.

(C) The Owners and the developer hereby agree that in case in future, at any time, due to relaxation in the building bye-laws if it is possible to construct any extra built-up area beyond the area already sanctioned by the PRDA (Dissolved)/PMC/NPDN/Competent Authority, shall be distributed between the Owners and Developer in the same proportion, as mentioned herein above.

(D) The Owners will deliver to the developer and/or its duly authorized representative, certified copies/photo copies of all original title deeds documents and papers relating to the said property for complete examination of the Owner's title thereto and the Owners agree to co-operate with the developer in such examination of the Owner's title and to answer and/or comply with all reasonable requisitions that may be made by the developer and/or its representative in this regard to establish a marketable title to the said property.

(E) The developer shall be entitled to retain only photocopies/ Certified copies of the original documents pertaining to the said

Maa Laxmi Infrabuildtech
Director

property including title deeds etc. however, the original documents will be produced by the Owners for inspection and photocopies will be given whenever required by the developer. However finally all the original documents shall he handed over to the Owner's society/association of Owners/allottees of UNITS.

(F) The construction of the said building will be super deluxe quality and the detailed specification is to be attached and part of the agreement and if the developers manage to construct any additional area (within the approved norms) more than the mentioned total area, the Owners and the developers will share the additional area in said ratio i.e. 50% (fifty percent) in the residential constructed area to the land owner and 50% (fifty percent) in the residential constructed area to the developers.

(G) The developer may form as it deems proper, a society/ association of persons, and body corporate etc. for maintenance of common services of the building. And in due course, the unit Owners and their nominee(s) shall become members of such an organization formed by the developer and the unit Owners, their nominees, respective agents, servants, licenses, tenant etc. shall be bounded to abide by the rule and regulation as be formed by the developer or the organization from time to time and they shall be bound to contribute towards the costs of formation of such organization as well as to pay the regular maintenance charges as may be fixed and revised from time to time by the developer for the maintenance and management of the entire building complex.

(H) The common area shall jointly be owned by all the Unit Owners of the said building with equal entitlements to use all common areas and facilities extended for utilization by the occupants of the said building on the said terms and conditions applicable to all, for such utilization. No unit Owners/s of any part of the said building will have any exclusive right, title and interest over the common areas and common facilities except the right of common use.

Maa Laxmi Infra Developers Pvt. Ltd.
Director

(I) The Developer agree that if any levy is imposed by PRDA (Dissolved)/PMC/NPDN or any other public body or bodies or the government for the development/ betterment of the area in which the said property is located or any other levy becomes applicable on the said land or the building thereon then the same shall be paid by the Owners and the developer (or its allotties).

(J) The Developer agree that in case any fine or penalty/fee/fine to be imposed on the said building for any alleged deviation from the sanctioned plan, resulting in any excess construction of the super built-up area of change within the bye-laws then the same shall be borne and paid by the developers.

(K) That it is agreed that in all transfer/conveyance of land and/or built-up area, the purchasers(s) /transferee(s) shall bear the cost of stamp duty, registration fee and other registration charges/expenses etc.

(L) That the Developer & Owner agree and undertake that in case of any dispute or litigation by person(s) claiming to be the co-sharer or contained in the Schedule-I property or claiming his/their right title or interest though the Owners(s) relating to the right, title and interest regarding the Schedule-I property, the ongoing construction and development activities shall not be stopped or affected in any manner and the same shall be matter of the Owner's and the Owners shall keep the developer indemnified and development activities shall be free from all hindrances(s) so that the project may be completed in time.

(M) That in case of any dispute or differences between the parties arising out of relating to this Development Agreement, the same shall be settled by reference of the dispute or differences to the arbitrator appointed by mutual consent of both the parties and such arbitration shall he conducted under the provisions of the arbitration & conciliation Act, 1996 as amended from time to time at Patna.

(N) That only courts of Patna shall have the exclusive jurisdiction over all the matters of dispute arising in respect of and from this agreement.

Maa Laxmi Infra Developers Pvt. Ltd.
Director

That any taxes, duties, rents, cess etc. after construction of the multistoried building payable on account of the constructed area of the building, then the same shall be paid by the land owner and developer proportionately.

(O) That the developer shall not purchase or enter into Development Agreement for the land adjacent to the Schedule land for the construction of multistoried building with amalgamation of the adjacent land and scheduled land.

(P) That the developer shall develop the land adhered to the laws and regulations by the Real Estate (Regulation and Development) Act & Rules, 2016. The developer shall also register the project in the RERA as per rules specified under law.

(Q) That the builder has undertaken that the building shall be completed and handed over to the land owner office share within agreed period. If the builder do not handover the building of share of land owner then the builder shall pay penalty of Rs. 90,000/- per month to the land owner up to the period of 6 month and thereafter if the builder do not complete and hand over her (land owner) share then the land owner shall get building constructed from any other person of her choice.

However, in case map plan is not approved by the Developer due to any reasons or any unforeseen circumstances then this Development Agreement shall be cancelled and Land Owner will take back the possession. The Developer alone shall be responsible for the all expenses incurred.

Maa Laxmi Infra Developers Pvt. Ltd.

## DETAILS OF THE PROPERTY:

### SCHEDULE- I

All that piece & parcel land measuring 6552 square feet equivalent to 15.044 decimals more or less with south side boundary wall, bearing Thana No. 22, Tauzi No. 5519, Khata No. 04, Survey Plot No. 135, situated at Mohalla- Priyadarshi Nagar, Mauza- Jalalpur, P.S.- Danapur, in town and district of the Patna within limits of the Municipal corporation area/NPDN and under

सभी प्रकार के रोक से मुक्त पाय

जाँच लिपिक

the District Registration Office Patna and Sub Registration Office Danapur and bounded as follows:-

| | | |
|---|---|---|
| **NORTH** | :- | **Bishrash Sahkari Grih Nirman Samiti Ltd. Now Baban Ojha and others.** |
| **SOUTH** | :- | **Part Plot No. 135 of Prem Kumar.** |
| **EAST** | :- | **Survey Plot No. 150.** |
| **WEST** | :- | **20 feet wide Branch Road.** |

**Note:-** Govt. value is mentioned at **Code No. 133 & Zone- 3** of M.V.R. 2016-17.

Which market value of above land is **Rs. 1,32,14,000/- (Rupees One crore thirty two lakh fourteen thousand) only,** in which:

| | |
|---|---|
| Value of land | 1,31,64,000/- |
| One side boundary wall | 50,000/- |

**SCHEDULE- II**

**FEATURES AND SPECIFICATION OF UNITS**

**STRUCTURE**

* RCC Frame Structure with No. 1 brick Filler Walls.
* Earthquake resistant structure with Tata Steel/ Sail.

**FLOORING**

* Vitrified Tiles 36" X 36" inside the drawing & dining hall and 3' x 3' in the room (Kajaria/ Somany/ Jhonson) or equivalent.

**DOORS & WINDOWS**

* Main Door & other all Decorative Panel and polished on front sides (Century Green Waterproof) or equivalent.
* Fullly glazed windows, Paneled of Gamhar wood/ Teak wood (with M.S. Gull with paint) or equivalent.
* Main Door lock shall be of Godrej.

**KITCHEN**

* Slabs are well Finished Granite Stone with Stainless Steel Sink and Drain Board, Glazed Tile dado wall up to 2' height over counter.

Maa Laxmi Infra Developers Pvt. Ltd.
Director

* Four Power plug with Hot & Cold Water Supply. Branded CP Fitting of Jaquar/ Mark, or Branded Company Wash Basin with Counter in both toilets.
* Power plug for geyser in each Bathroom.
* Two Kitchens of Land Owner's share shall be of modular kitchen.

**TOILET**

* Anti skid tiles flooring and glazed ceramic tiles up to 7 feet height with Hot & Cold water provisions.
* Land Owner's share shall have wall tiles of size 1 feet X 2 feet, western style commode of Jaquar and other sanitary fittings of Jaquar.

**ELECTRICAL**

* Copper Wiring in Concealed P.V.C. Conduits (Havells/ Anchor) Sufficient light points.

Provision for T.V. Telephone Points in each Bedroom & Drawing Room (all of Havells).

* Modular type Switches of branded company (all of Havells & Philips).

**WATER**

* 24 HOURE FRESH WATER SUPPLY FROM OWN TUBE WELL.

**PARKING**

* Car Parking space on ownership basis on Ground Floor/ Basement.

**WALLS**

* All internal and external wall shall be coated with wall putty of J.K./ Birla White.
* Two flats of Land Owner's share shall be finished with Plastic Paint.

**LIFT**

* One Kone/ equivalent make Automatic elevator with a capacity of 6 person.

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Director

**GENERATOR**

* Soundless Generator (Kirloskar Glibs or equivalent) suitable capacity.

**SECURITY**

* 24 Hours cable intercom system from the gate to all the flats of apartments for the greatest Security with CCTV Camera.
* Installation of Fire fighting arrangement at all floors (Water Based) if applicable.
* 100% Power back up in common area & 300 watt, in each flat.

IN WITNESS WHEREOF the Land Owners and Developer have set their hands to this deed of Development Agreement with their free will and sound mind on the day, month and the year first above mentioned in the presence of the following witnesses.

**WITNESSES :-**

1.

DHEERAJ KUMAR
S/O GAURI SHANKER SINGH
23, GAYATRI NAGAR, MALAHI
PAKRI, F-SECTOR, KANKERBAGH
PATNA-800020
24.12.2019

Hedam Singh
24/12/19
Signature of the Land Owner.

2.

ANKIT KUMAR
S/O RANJAN DHARI SINGH
H.NO-8, BADA SHIV MANDIR
PATH, VIDYAPATI NAGAR,
BARIDIH, JAMSHEDPUR
24/12/2019

Maa Laxmi Infra Developers Pvt. Ltd.
Director
24/12/19
Signature of the Developer.

Printed By:-

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

***Drafted as per instructions of the parties,***

24/12/2019

**(Dr. ANIL KUMAR SINHA, "UDDYOGI")**
**Advocate**
*'Chamber', 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. | 265300/- |
| Addl.Stamp duty paid under Municipal Act | Rs. | 0/- |

| | | |
|---|---|---|
| Amt.Paid By N.J Stamp Paper | Rs. | 5000/- |
| Amt.paid through Bank Challan | Rs. | 286825/- |

**Registration Fee**

FEE PAID

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A1 | 1000 | C | 0 | H1b | 0 | K1a | 0 | Lii | 0 | | |
| A8 | 0 | D | 0 | H2 | 0 | K1b | 0 | Liii | 0 | | |
| A9 | 0 | DD | 0 | I | 5000 | K1c | 0 | Mb | 25 | | |
| A10 | 0 | E | 20000 | J1 | 0 | K2 | 0 | Na | 0 | | |
| B | 0 | H1a | 0 | J2 | 0 | Li | 0 | | | | |
| | | | | | | | | TOTAL- | 26025 | | |

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

**Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 26525**

**Date: 26/12/2019**

**Registering Officer**
**Patna**

## Endorsement under section 52

Presented for registration at Registration Office, Patna on Thursday, 26th December 2019 by Neelam Singh Alias Neelama Singh W/O Gauri Shankar Singh by profession Others. Status - Executant

Neelam Singh 26/12/19

**Signature/L.T.I. of Presentant**

**Date:26/12/2019**

**Registering Officer**
**Patna**

## Endorsement under section 58

Execution is admitted by those Executants and Identified by the person ( Identified by 'Dheeraj Kumar' age '30' Sex 'M', 'S/O Gauri Shankar Singh', resident of '23, Gayatri Nagar, Malahi Pakri, Kankarbagh, Patna'. ), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

**Date : 26/12/2019**

**Registering Officer**
**Patna**

**Endorsement of Certificate of Registration under section 60**

**Registered at Registration Office, Patna in Book No. 1 Volume No. 15 on page no. 535 to 553 for the year 2020 and stored in CD Volume No. 1 , year 2020. The document no. is printed on the front Page of the document.**

**Token No. : 16340, Year : 2019 S.No. : 15942 SCORE Ver.4.1**

**Date : 16/01/2020**

**Deed No . :d No . :**
**Registering Officer**
**Patna**

DEED NO: 569



Dir.
Dhirendra kr

26.12.2019 Token No. 16340 Serial No. 15942

रकबा - 6552 वर्गफीट
आवासीय परती भूमि
खलपर के उत्तर पश्चिम तरफ
पर दक्षिण दिशा में खाली जमीन
जिसका कीमत किया हुआ है

सुरेन्द्र प्रसाद सिंह,
लिपिक, जिला निबंधन कार्यालय पटना
14-1-2020

Serial No. 15942 Circle:- Danapur Book No. - 1 Deed No. 569

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु.5000

पाँच हजार रुपये

Rs.5000

FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

बिहार BIHAR

A 791096

क्रमांक 15978 तारीख 23/12/2019 5000 क्रेता का नाम व पता

Serial No. 15942 क्रेता का नाम व पता

Deed No. 569

Govt. of Bihar

District Registry Office ,Patna

Summary of Endorsement

This document was presented for registration on **26/12/2019** by **Neelam Singh Alias Neelama Singh**

A Stamp Duty of Rs. **265300**/- and other Fees of Rs. **26525**/- has been paid in it.

The document was found admissible. The Names, Photographs, 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. **569** in Book No. **1**, Volume No. **15** on pages from **535** to **553** and has been preserved in total **19** pages in C.D. No. **1** / Year **2019**

दस्तावेज की जाँच किया एवं रजिस्ट्रेशन में अंकित करने दिनांक के अनुरूप सही पाया।

(अरुण कुमार महराज) लिपिक

Date: 26/12/2019 Token No: 16340 /2019

Signature with Date

(**Satya Narayan Choudhary**)

Registering Officer, Patna

16340/19

Neelam Singh Alias Neelama Singh 24/12/19

Director

# SCANNED BY

# DEVELOPMENT AGREEMENT

This development agreement executed and entered into on this **24th** day of **December, 2019** (Two thousand and nineteen) of the Christian Era.

**BETWEEN**

**Smt. Neelam Singh Alias Neelama Singh, aged about 58 years, daughter of Sri. Pashupati Nath Singh** and wife of Sri. Gauri Shanker Singh, resident of 23, Gayatri Nagar, Malahi Pakri, F-Sector, Kankarbahg, P.S.- Kankarbagh, District- Patna, Pin Code- 800020 by Nationality Indian, hereinafter call the land owner which terms shall means and include her heirs, successor, legal representative and assignee wherever the context so permit of **FIRST PART.**

PAN- ACGPS6328H.

Mob No.- 7979919187.

**AND**

**MAALAXMI INFRA DEVELOPERS PVT LTD,** a company registered under Indian companies Act bearing, its Registration Number **U45200BR2015PTC025552** and having its registered office at Flat No. 402, Nageshwer Kunj, Near Vishal Bajrangwali Mandir, Mainpura, District- Patna, PIN- 800001 thorugh his Director **Shri Dhirendra Kumar** aged about 41 years son of Shiv Lal Mandal, resident of Flat No. 402, Nageshwer Kunj, Near Vishal Bajrangwali Mandir, Mainpura, District- Patna, Pin Code- 800001, Permanent Address- P.O.- Bagh Nagar, P.S.- Mahalgaon, District- Araria.

PAN No.- AAKCM0730A.

Aadhaar No.- 6610 8463 5676.

Mob No.- 9470208672.

Hereinafter called the developer which terms shall mean and include their heirs, successors in office, legal representative and assignees wherever the context so permit of the **SECOND PART.**

Witness as under

Whereas the FIRST PART is the exclusive and absolute owner and is in physical possession in her own right of the land given in development agreement free from all defects of title and encumbrances and acquisition by the government and is worth construction of residential multi storied house.

Neelam Singh
24/12/19

Maa Laxmi Infra Developers Pvt. Ltd.
Director

And whereas the developer SECOND PART in having come to know that the land owner is desirous to give her land in development for constructions of multi storied building/ Apartments/flats, the SECOND PART is being satisfied about title and physical possession of the FIRST PARTY in the land given for construction of Apartments and Flats the SECOND PARTY approves to the FIRST PARTY and the FIRST PARTY produces all the relevant documents which establishes the title and the possession of the FIRST PARTY. Land owner in the land mentioned in the schedule of this agreement, the Developer agree to develop the land and to construct the apartment and flat on the land of the land owner on the terms and conditions mutually agreed between the land owner and the developer in accordance with the building by laws and sanctioned map under the terms and requirement of the Bihar building by laws prevalent in the locality on the basis of the Apartment Act.

Whereas the land of the land owner FIRST PART is situated at Mauja- Jalalpur, Thana- Danapur, Present Thana- Rupaspur, Thana No.- 22, District- Patna, Tauzi No.- 5519, Khata No.- 4, Survey Plot No.- 135, Area- 15.044 decimal purchased by the land owner under registered and since the date of purchase the land owner has been coming in peaceful physical possession of the legal owner FIRST PARTY, which land in fully described in Schedule-1 of this agreement which schedule shall form part this Development Agreement. The land described in Schedule-I of this agreement in the self, purchased land of the FIRST PARTY and there is no any other owner of the land described in Schedule-I of this agreement or the questioner of the land owner FIRST PARTY of the land described in this agreement. The name of the FIRST PARTY is mutated in the register-2 of the circle officer Danapur under Jamabandi No.- 2242 & 2031 and the land owner has been paying the rent of the Schedule land to the state of Bihar through the circle officer Danapur. The land owner posses the land possession certificate issued by the circle officer Danapur and the FIRST

Maa Laxmi Infrabuild Pvt. Ltd.
Director

PARTY is entitled and competent to enter into Development Agreement with the developer.

Whereas the property having an area of 3275 sq.ft. of Mauza-Jalalpur, P.S.- Danapur, Now P.S.- Rupaspur, Thana No.- 22, District- Patna, bearing Tauzi No.- 5519, Khata No. 4, C.S. Plot No.- 135 was the property of Shri Prem Kumar son of Late Ishwari Singh, resident of Phulwarisharif, P.S.- Phulwarisharif, District- Patna and the said owner has sold the said property to the land owner FIRST PARTY with perfect title and physical possesion under sale deed dated 19.04.1994 registered on 21.12.06 in registry office Danapur bearing book no.- 1, volume no.- 529, page no. 415 to 434 bearing deed no. 2150 of 1994.

And whereas the property having an area of 3277 sq.ft. of Mauza-Jalalpur, P.S.- Danapur, Now P.S.- Rupaspur, Thana No.- 22, District- Patna, bearing Tauzi No.- 5519, Khata No. 4, C.S. Plot No.- 135 belonged to Prem Kumar s/o Late Ishwari Singh, resident of Phulwarisharif, P.S.- Phulwarisharif, District- Patna who sold the same to the FIRST PARTY under sale deed dated 05.06.1996. Which sale deed was registered on 28.08.07 in registry office Danapur bearing book no.- 1, volume no.- 289, page no. 669 to 704 bearing deed no. 2428 of 1996.

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

(1) The aforesaid land owners do hereby appoint the aforesaid Developer as the Developer of the said property and irrevocably grant to the Developer, who hereby accepts from the Land Owners the exclusive right, possession and license to develop the said property fully described in the Schedule-I hereunder written in the manner and on the terms, conditions and stipulation hereinafter mentioned.

(2) That the entire area of land given in Schedule-I of this agreement shall be handed over to the developer for construction of a multistoried residential building complex and the entire cost to be

Heelam Singh
24/12/19
Authorised Signatory
For Shri Ram Developers Pvt. Ltd.
24/12/19

incurred for construction of the same shall be borne by the Developer. The developer will construct the proposed building as per the sanctioned building plan of the PRDA (dissolved)/ PMC/NPDN/Competent Authority.

(3) That the developer will be exclusively responsible for any accident or incident to be caused during the period of construction and they will be responsible and answerable before court of law for the same. The Land Owners will not be responsible for the same in any way.

(4) That the entire multistoried building shall be constructed by the developer and the entire cost to be incurred for construction shall be borne by the developer including the cost of sewerage, drainage with all fittings, amenities, electric fittings, water connection, electrification, generator, lift, intercom etc. till the final finishing and completion of the entire building to make them habitable for the Land Owners and other inmates of the building.

(5) The name of the proposed multistoried residential building complex shall be **"HARDEO KUNJ"**

(6) That the developer agreed to hand over 50 percent) of the total carpet built-up area of land proportionate share in land defined specifically along with allotment of flats to the land Owner in consideration of the cost of land and building in shape with all amenities in the building in undivided share with all right, title and interest in the said building. For the use and occupation of the Land Owners as absolute Owners with all right and absolute title and possession over the same with an exclusive right to transfer, convey, sell grant lease or otherwise alienate their interest to any person or persons, association of person, firm, body corporate etc. on such terms and conditions as they may deem fit and proper. That the developer will first hand over possession of the constructed owner's area of his share to the owner with all amenities & in finished conditions for living & no possession shall be given to intending purchase of the share of the area of developer's share. The developer will not take loan on the land owner's 50 percent

Neelam Singh
24/12/19
Maa Laxmi Infra Developers Pvt. Ltd.
Director