rial No. 10243 Circle:-Danapur Book No. :- 1 Deed No. 9926

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु.5000

पाँच हज़ार रुपये

Rs.5000

FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

बिहार BIHAR

A 963395

Serial No. 10243 Deed No. 9926

क्रेता का नाम एवं पता

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

This document was presented for registration on **07/08/2021** by **Prem Nandan Thakur**
A Stamp Duty of Rs. **293000**/- and other Fees of Rs. **25525**/- 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. **9926** in Book No. **1**, Volume No. **248** on pages from **148** to **158** and has been preserved in total **11** pages in C.D. No. **36** / Year **2021**

7/8/2021

Signature with Date
(**Dhananjay Kumar Rao**)
Registering Officer, **Patna**

Date: 07/08/2021 Token No: 10500 /2021

SCANNED BY

(Deed of Rectification)

सुधार-पत्र

1. भूखण्ड-स्वामी का नाम एवं पताः -

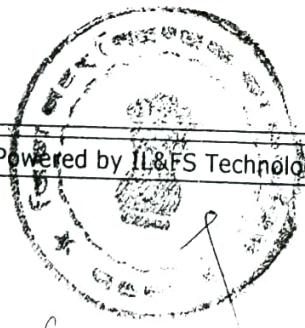
(1) श्री प्रेम नन्दन ठाकुर (Prem Nandan Thakur)
(आयु 65 वर्ष लगभग) पिता का नाम स्व. महावीर ठाकुर,

NAMAN DEVELOPERS
PARTNER

NAMAN DEVELOPERS
PARTNER

Key. Year 2021 Serial Number 10243

esType	Name	Photo	Thumb	Index	Middle	Ring
aimant	Ajay Rajwani (Partner)					
ecutant	Hanuman Prasad Choudhary					
esented	Prem Nandan Thakur					
ecutant	Prem Nandan Thakur	N/A	N/A	N/A	N/A	N/A
entified	Ranjay Kumar					



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निवासी ग्राम- अरनिया, पोस्ट अरनिया, थाना- जनदाहा, जिला- वैशाली, पिन कोड-844505, पेशा- सरकारी नौकरी, जाति- ब्रहमन, नागरिकता-भारतीय।

Aadhar no -**4950 7558 9413** PAN-ABQPT2195L

Mobile-9431015107

(2) **श्री हनुमान प्रसाद चौधरी (Hanuman Prasad Choudhary)** (आयु 59 वर्ष लगभग) पिता का नाम स्व. सभाकान्त चौधरी, निवासी ग्राम- बसहा, पोस्ट- बसहा मिरजापुर, थाना- अशोक पेपर मिल, रामेश्वर नगर, जिला-दरभंगा, पिन कोड-846004, पेशा-सरकारी नौकरी, जाति- ब्रहमन, नागरिकता-भारतीय। जिसे आगे भू-खण्ड स्वामी (प्रथम पक्ष) कहा गया है जिसमें भूखण्ड स्वामी से अभिप्राय उन सभी सदस्यों को सम्मिलत किया जाता है जिसका सम्बन्ध भूखण्ड स्वामी के भूखण्ड तथा भूखण्ड में निहित प्रतिनिधि, वारिसान, सदस्य प्राधिकृत एजेन्ट, उत्तराधिकारी एवं प्रशासकिय प्रतिनिधि सम्मिलित है।

Aadhar no.-**8533 1809 3673** PAN-ADEPC9987D

Mobile-9431800149

2. ***विकासकर्ता/भवन निर्माता का नाम एवं पता:-***

नमन डेवलपर्स, पुजा निवास, महेश नगर, पटना-800013, थाना- पाटलीपुत्रा, द्वारा *पार्टनर* ***श्री अजय राजवानी*** (आयु 52 वर्ष लगभग) पिता का नाम स्व. टीकम दास, निवासी- सिंधी कॉलोनी, बोरिंग कैनाल रोड, पोस्ट- बोरिंग रोड, थाना- बुद्धा कॉलोनी, जिला-पटना, पिन कोड-800001, पेशा-व्यवसाय, जाति-सिंधी, नागरिकता-भारतीय। विकासकर्ता (द्वितीय पक्ष) जिसे आगे विकासकर्ता (द्वितीय पक्ष) कहा गया है इनमें इनके उत्तराधिकारी एवं प्राधिकृत एजेन्ट तथा चयनित उत्तराधिकारी से है, जिनका सम्बन्ध प्रत्यक्ष-अप्रत्यक्ष रुप से द्वितीय पक्ष विकासकर्ता से है।

PAN-AAGFN1372C

Mobile-9431014521

Prem Nandan Tiwary 07/08/2021

Hanuman Pd. Choudhary 7.8.21

NAMAN DEVELOPERS PARTNER 7/08/2021

NAMAN DEVELOPERS

Sanjay Kumar Singh

PARTNER

296

3. *लेखन का प्रकार-*

सुधार पत्र (Deed of Development Agreement), निश्वत वसीका विकास एकरारनामा जिसका निबंधन जिला निबंधन कार्यालय पटना में पुस्तक संख्या-1, जिल्द संख्या-528, सी.डी.-82, पृष्ठ संख्या-382 से 400 तक पर अंकित कर टोकन संख्या-34042, सिरियल संख्या-33211 एवं वसीका संख्या-27514/2012 दिनांक 18.10.2012 द्वारा हुआ है।

4. *मूल्यांकन-*

अंकेन् 98,60,000/-(अंठानवे लाख साठ हजार) रुपये मात्र एवं वर्ष 2016-2009 के न्यूनतम दर पंजी के अनुसार मूल्य अंकेन् 1,46,00,000/-(एक करोड़ छियालीस लाख) रुपये मात्र पर मुद्रांक एवं निबंधन शुल्क देय है।

5. *संपत्ति का विवरण-*

वह आवासीय परती जमीन जिसका कुल क्षेत्रफल 7468 वर्गफीट है जो 17.1473 डिसमिल के बराबर होता है, जो, महल्ला-विश्वशरैया नगर (गोला रोड), थाना कोड-72, मौजा-धनौत, थाना-दानापुर, वर्तमान थाना- रुपसपुर, जिला-पटना के थाना नं.-20, तौजी नं.-5139 एवं 5554, खाता नं.- 14 एवं 223, सर्वे प्लौट नं.-164, सुसाईटी प्लौट नं.-9 में स्थित है जो अवर निबंधन कार्यालय दानापुर तथा जिला निबंधन कार्यालय पटना क्षेत्रान्तर्गत अवस्थित है जिसका वार्षिक लगान मो. 10 रुपये अलावे शेष, अंचलाधिकारी दानापुर के माध्यम से जमाबंदी संख्या-8096 एवं 8097 पर भुगतान किया जाता है जिसकी चौहद्दी निम्न प्रकार है :-

चौहद्दी :-

उत्तर :- प्लौट नं.- 165
दक्षिण :- सोसाईटी ब्रांच रोड
पूरब :- प्लौट नं.- 188 एवं 165
पश्चिम :- सोसाईटी प्लौट नं.-10

Saran Kandan Tiwary
07/08/2024

Hanuman Pd. Choudhary
7.8.2024

NAMAN DEVELOPERS
PARTNER
7/08/2024

NAMAN DEVELOPERS
PARTNER

संदर्भ

विदित हो कि उक्त कंडिका-5 की वर्णित भूखण्ड के स्वामी, अधिकारी एवं दखलकार **श्री प्रेम नन्दन ठाकुर (Prem Nandan Thakur)** पिता का नाम स्व. महावीर ठाकुर एवं **श्री हनुमान प्रसाद चौधरी (Hanuman Prasad Choudhary)** पिता का नाम स्व. सभाकान्त चौधरी है और दोनो भूखण्ड स्वामी ने कंडिका-5 में वर्णित भूखण्ड पर बहुमंजिली इमारत निर्माण हेतु एक विकास एकरारनामा विकासकर्त्ता ***नमन डेवलपर्स,*** के पक्ष में दिनांक-**18.10.2012** ई0 को जिला अवर निबंधन कार्यालय पटना में निबंधित किये जिसका पुस्तक संख्या-1, जिल्द संख्या-528, सी.डी.-82, पृष्ठ संख्या-382 से 400 तक पर अंकित कर टोकन संख्या-34042, सिरियल संख्या-33211 एवं वसीका संख्या-**27514/2012** दिनांक **18.10.2012** है।

यह कि कालान्तर में यह ज्ञात हुआ कि निबंधित विकास एकसरनामा दस्तावेज संख्या-**27514/2012** दिनांक**18.10.2012** ई0 में सही खाता नं0-14 एवं 223 की जगह पर गलती से खाता नं0- 14 एवं 233 अंकित हो गया है।

यह कि विकासकर्त्ता/द्वितीय पक्ष ने विकास एकरारनामा में वर्णित खाता नं0- 14 एवं 233 को सुधार करने हेतु भूखण्ड स्वामी से सम्पर्क किये और भूखण्ड स्वामी ने विकासकर्त्ता के कथन को सहर्ष स्वीकार करते हुए गलत अंकित खाता का सुधार करने पर अपनी सहमति प्रदान किये। अतएव भूखण्ड स्वामी अपने पूर्ण स्वस्थावस्था में रहकर अपने सम्पूर्ण ज्ञानेन्द्रियों को स्थिर अवस्था में रखकर, सम्पूर्ण लाभ-हानि को भली-भाँति समझ बुझकर वो अपने शुभचिन्तकों, संबधियों वो कानूनी सलाहकारे से विचार विमर्श कर निम्नलिखित एकरार करते है:-

1. यह कि इस वसीका सुधार-पत्र (शुद्वि-पत्र) के माध्यम से गलत खाता नं0- 14 एवं 233 के स्थान पर सही खाता नं0-14 एवं 223 किया गया है जो इस वसीका सुधार-पत्र के कंडिका सं0-5 में अंकित किया गया है।

Prem Nandan Thakur 07/08/2021

Hanuman Pd. Choudhary 7.8.21

NAMAN DEVELOPERS PARTNER 7/8/2021

NAMAN DEVELOPERS PARTNER

2. यह कि अब विकासकर्त्ता इस सुधार पत्र के माध्यम से सही खाता नं0- 14 एवं 223 के अनुसार ही भूखण्ड स्वामी का विकास एकरारनामा में वर्णित तय प्रतिशत के अनुसार निर्मित फ्लैट एवं कार पार्किंग स्पेश सुपूर्द करेंगे तथा शेष अपने हिस्से फ्लैटों एवं कार पार्किंग स्पेश के स्वामी, अधिकारी एवं दखलकार होंगे और भूखण्ड स्वामी एवं विकासकर्त्ता अपने-अपने हिस्से फ्लैटों एवं कार पार्किगं स्पेश को विक्रय हेतु इच्छुक ग्राहको के पक्ष में विक्रय एकरारनामा, बिक्री पत्र, किरायानामा का निबंधन स्वतंत्र रूप से करेंगे अथवा भूखण्ड स्वामी एवं विकासकर्त्ता अपने-अपने हिस्से फ्लैटो एवं कार पार्किगं स्पेशो का अपने पास रखे या किराया पर लगावे या जिस तरह से चाहें अपने इच्छानुसार स्वतंत्र रूपेण आचरण किया करेंगे। इसमें एक दूसरे पक्ष को किसी तरह का विरोध एवं हस्तक्षेप करने का अधिकार नही होगा।

3. यह कि भूखण्ड स्वामी एवं विकासकर्त्ता यानि दोनों पक्ष निबंधित विकास एकरारनामा में वर्णित सभी शर्तो का सहर्ष पालन करेंगे।

3. यह कि (DEED OF DEVELOPMENT AGREEMENT) निस्वत वसीका विकास एकरारनामा निबंधत जिला-निबंधित कार्यालय पटना, जिसका पुस्तक संख्या-1, जिल्द संख्या-528, सी.डी.-82, पृष्ठ संख्या-382 से 400 तक पर अंकित कर टोकन संख्या-34042, सिरियल संख्या-33211 एवं वसीका संख्या-27514/2012 दिनांक 18.10.2012 है। वह पूर्व निबंधित विकास एकरारनामा का अभिन्न अंग है।

Prem Nandan Thakur
07/08/2021
Hanuman Pd. Choudhary
7.8.21

NAMAN DEVELOPERS
PARTNER
7/08/2021

NAMAN DEVELOPERS
PARTNER

इस वास्ते यह वसीका सुधार पत्र (शुद्धि पत्र) भूखण्ड स्वामी एवं विकासकर्त्ता यानि दोनो पक्ष बखुबी समझ बो बुझकर गवाहो के समक्ष लिख दिया कि समय पर काम आवे बो प्रमाण रहे।

गवाहगण:-

1. संजय कुमार
पि-स्व इन्दु इन्दर सिंह
राजीवनगर
रोड नं 8
पटना-800024

Prem Nandan Thakur
07/08/2021

Hamman M. Choudhary
7.8.2021

भूखण्ड स्वामी का हस्ताक्षर

2. विनय कुमार
सि० स्व० इन्दु सिंह
बरियारपुर, कुर्थौल
पटना

NAMAN DEVELOPERS
PARTNER
7/08/2021

विकासकर्ता का हस्ताक्षर

उभय पक्षों के निर्देशानुसार प्रारुप तैयार किया।

J. Ahmad 7/8/21
(जावेद अहमद)
अधिवक्ता
समाहरणालय अधिवक्ता संघ,
पटना

मुद्रित किया:-
सनोज कुमार
(सनोज कुमार)
जी-14,ए.एच.कम्पलेक्स
(कोटक महिन्द्रा बैंक कैम्पस)
एक्जीविशन रोड,पटना।

NAMAN DEVELOPERS
Sanjay Kumar Singh
PARTNER

Endorsement of Certificate of Admissibility

992

Under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian Act, 1899, Schedule I or I-A, No. '05'. Also admissible under section 26(a) of the B. T. Act.

i. duty paid under Indian Stamp Act Rs. 293000/-

ii. Stamp duty paid under Municipal Rs. 0/-

Amt.Paid By N.J Stamp Paper	Rs.	5000/-
Amt.paid through Bank Challan	Rs.	313525/-

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	5000	K1c	0	Mb	25
A10	0	E	20000	J1	0	K2	0	Na	0
B	0	H1a	0	J2	0	Li	0		
								TOTAL-	25025

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

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 25525

Registering Officer
Patna

Date: 07/08/2021

Endorsement under section 52

Presented for registration at Registration Office, Patna on Saturday, 07th August 2021 by Prem Nandan Thakur S/O- Late Mahabir Thakur by profession Service. Status - Executant

Prem Nandan Thakur
07/08/2021

Signature/L.T.I. of Presentant

Date:07/08/2021

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Ranjay Kumar' age '47' Sex 'M', 'Saryu Sharan Singh', resident of 'R/O-16 C, Road No.-8 A, Rajeev Nagar, Patna (Bihar)-800024'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 07/08/2021

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 248 on pages on 148 -158, for the year 2021 and stored in CD volume No. CD-36 year 2021 .The document no. is printed on the Front Page of the document.

Registering Officer
Patna

Date : 07/08/2021

Token No. : 10500 Year : 2021 S.No. : 10243 SCORE Ver.4.1 Deed No . :d No . : 9926

NAMAN DEVELOPERS
Sanjay Kumar Singh
PARTNER

INDIA NON JUDICIAL
Government of Bihar
e-Stamp



Stamp No.	:	IN-BR22349578807773T
Certificate Issued Date	:	31 Jul-2021 02:53 PM
Account Reference	:	SHCIL (FI)/ brshcil01/ PATNA/ BR-PAT/ PTC
Unique Doc. Reference	:	SUBIN-BRBRSHCIL01296476487179917T
Purchased by	:	NAMAN DEVELOPERS
Description of Document	:	Not Applicable
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	Not Applicable
Second Party	:	NAMAN DEVELOPERS
Stamp Duty Paid By	:	NAMAN DEVELOPERS
Stamp Duty Paid (Rs.)	:	2,88,000(Two Lakh Eighty Eight Thousand only)
Reg. fee (Rs.)	:	6,025 (Six Thousand And Twenty Five only)
LLR & P Fee (Rs.)	:	0 (Zero)
Miscellaneous Fee (Rs.)	:	0 (Zero)
Discore SC (Rs.)	:	500 (Five Hundred only)
Total Amount (Rs.)	:	2,94,525 (Two Lakh Ninety Four Thousand Five Hundred And Twenty Five only)

Stock Holding Corporation of India Ltd. PATNA

291

7.8.2021 Hanuman Md. Chaudhary

Prem Nandan Thakur 07/08/2021

Do not write or type below this line

NAMAN DEVELOPERS
PARTNER

0003087908

बिहार सरकार

View GRN Details Live

Download e-Challan

GRN	BHR202108206503E VIEW
DSRO CODE	**2800**
Party Name	**NAMAN DEVELOPERS**
Stamp Duty-(R0030021030001)	**0**
Registration & Other Fees-(R0030031040001)	**19000**
LLR & Proc Fee-(R0029008000006)	**0**
Challan Total Amount	**19000**
Status	**Success**
Payment Date	2021-08-07 15:50:50.0
CIN	00001532021080773607

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NAMAN DEVELOPERS
PARTNER

Book No. :- 1 Deed No. 27514

Serial No. 33211

Deed No. 27514

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

This document was presented for registration on 18/10/2012 by Prem Nandan Thakur
A stamp duty of Rs. 197800/- and other fees of Rs. 979/- 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. 27514 in Book No. 1, Volume No. 528 on pages from 382 to 400 and has been preserved in total 19 pages in C.D. No. 82 / Year 2012

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

Date: 18/10/2012 Token No. 34042 /2012

DEVELOPMENT AGREEMENT

This development agreement executed and entered into this ..18th.. day of **September, 2012.**

BETWEEN

(i) Sri Prem Nandan Thakur son of Late Mahabir Thakur, resident of Village- Arnia, P.O.- Arnia, P.S.- Jandaha, Distt.- Vaishali,

(ii) Sri Hanuman Prasad Choudhary son of Late Sabhakant Choudhary, resident of Village- Basha, P.O.- Basha Mirjapur, P.S.- Ashop Paper Mill, Rameshwar Nagar, Distt.- Darbhanga. by Nationality, Indian, Hereinafter collectively called and/ or referred to as the **owners** (which expressions shall unless to be repugnant to the context or meaning thereto, mean and include their heir, Administrators, Executors, legal

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District Registry Office,Patna

Token Number 34042 Reg. Year 2012 Serial Number 33211 Deed Numb

PresType	Name	Photo	Thumb	Index	Middle	Ring
Presented By	Prem Nandan Thakur					
Sig.	Prem Nandan Thakur 18.10.12					
Executant	Hanuman Prasad Choudhary					
Sig.	Hanuman pd. Choudhary 18.10.2012					
Executant	Prem Nandan Thakur	N/A	N/A	N/A	N/A	N/A
Sig.						
Claimant	Ajay Rajwani(Partner)					
Sig.	18/10/12					
Identified By	Ranjay Kumar					
Sig.	18/10/12					

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representatives and / or successors-in-interest) of the **FIRST PART.**

AND

Naman Developers, Puja Niwas, Mahesh Nagar, Patna-13, P.S.- Patliputra through it's Partner ***Sri Ajay Rajwani,*** Son of Sri Tikam Das Rajwani, Resident of Sindhi Colony, Boring Canal Road, P.O.- Boring Road, P.S.- Budha Colony, Distt.- Patna, Bihar, hereinafter called and referred to as the "DEVELOPER" (which expression shall unless repugnant to context or meaning thereto mean and include it's Administrators, executors, assigns, legal representatives and /or successors-in-office) or the SECOND PART .

WHEREAS, the property more fully described in schedule-I below at the foot of this deed is the acquired property and possessed the same as absolute owner, and they are in peaceful physical and exclusive possession over the same.

Whereas, the property of Schedule No.1 fully described at the foot of this deed. Land measuring 3734 sq.ft. of land is purchased property of the land owner namely Sri Hanuman Prasad Choudhary through a registered deed of Absolute Sale executed by Mahadeo Sahkari Grih Nirman Samiti Ltd. Patna through its Secretary Sri Shiva Shankar Mishra son of Late Upendra Mishra, resident of Village- M3-18, S.K.Puri, P.O. & P.S.-S.K.Puri, Distt.- Patna, which is Registered in the Office of the District Registration Office Patna in Book no. 1, Volume no. 42, C.D.-7, pages 250 to 259 bearing Deed No. 2395/2008 on 09.02.2008 and Land measuring 3734 sq.ft. of land is purchased property of the land owner namely Sri Prem Nandan Thakur through a registered deed of Absolute Sale executed by Mahadeo Sahkari Grih Nirman Samiti Ltd. Patna through its Secretary Sri Shiva Shankar Mishra son of Late Upendra Mishra, resident of Village- M3-18, S.K.Puri, P.O. & P.S.-S.K.Puri, Distt.- Patna, which is Registered in the Office of the District Registration Office Patna in Book no. 1, Volume no. 401, C.D.-62, pages 169 to 178 bearing Deed No. 26116/2007 on 27.11.2007. Since then they came in

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actual, physical, possession over the land fully described in Schedule no.1 at the foot of this deed and mutated their name in State Sirista and paying rent to the State of Bihar to Circle Office, Danapur vide Zamabandi No. 8096 & 8097.

AND WHEREAS, the said land owners expressed their desire to develop the landed property and to construct multi-storied building on municipal Survey plot no. 164, Tauzi No. 5139 & 5554, Khata No. 14 and 233, Society Plot No. 9 (part), Thana No. 20, situated at Mohalla- Gola Road, Mauza- Dhanaut, P.S.- Danapur, at present P.S.- Rupaspur, Distt- Patna, measuring an area of 7468 more or less, is competent enough to give the aforesaid land on conversion basis to the aforesaid developer.

(A) It is further represented and declared by the Owner:-

(i) That the said property is under their exclusive possession with absolute right, title and Interest, free from all encumbrances to transfer land convey the whole or part of the said Property, having a fully marketable title thereby.

(ii) That the owners have not created any encumbrances on the said property, or any part thereof by way of sale, mortgage, exchange, lease, trust, assessment, rights, gifts, liens, leave land license permission, rent, possession, charges inheritance or any other encumbrances whatsoever.

(iii) That no notice or notification for acquisition/ requisition under any of the statutes of the past or presently in force, have been received, served or passed by the P.R.D.A. (dissolved)/PMC/Nizamat Nagar Palika Danapur, the PMC, Income Tax Department or any other government authorities, for acquisition or Requisition of the said property or any part thereof.

(iv) That there are no attachments, either before or after judgment and there are no claims, demands, suits, decrees, injunctions, orders, notice, petitions, or adjudication orders affecting the said property or any part thereof.

(v) That the owners have not entered in the past in any agreement for sale or development of the said property or any part thereof nor have made any arrangement with anyone

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whatsoever regarding the said property or any part thereof.

AND WHEREAS, the owners are interested in getting constructed multi-storied residential flats on the said property and acquire super built up area in the shape of, residential flats, parking spaces, etc. as consideration for the value of the lands of the said property when conveyed by the owners to the Developers.

(B) The aforesaid developer, offered to develop and construct at its own cost, a multi-storied residential building on the said property of the owners (hereinafter referred to as the said building) and the owners wanted and agreed to acquire flats, and other built-up area of the said building as consideration for the part of the said property to be conveyed by the owners to the developer or its nominees etc.

(C) As a result of the negotiations between the parties hereto and on the representation and declarations made by the owners as herein recorded, an agreement for development of the said property by the aforesaid developer has been arrived at between the parties hereto upon terms and conditions hereinafter appearing.

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

(1) The aforesaid 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 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 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/Nizamat Nagar Palika Danapur.

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(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 as mutually agreed upon by both the parties.

(6) That the developer agreed to hand over 50% (Fifty percent) of the total super-built up area to the land Owner in consideration of the cost of land and building in shape undivided share with all right, title and interest in the said building. For the use and occupation of the land Owners as absolute Owners the 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 to the owner with all amenities.

(7) In case Owner's 50% (Fifty percent) of the Super built-up area is not covered in the form of the complete flat taken, the developer will have to pay the equivalent Market Price to the Owners for the area.

(8) That similarly, the developer will retain 50% (Fifty percent) of the total super built-up area. In the shape of flats 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

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corporate etc. on such terms and conditions as they may deem fit and proper. Both the land Owner 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/Nizamat Nagar Palika Danapur 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 flat or building and demand share in the land.

Ram Nandan Yadav 18.10.12

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

(11) The Owners shall, after the execution of this agreement allow every facility to the Developer, their staff, Engineers, Architects, workers etc. to enter upon the said property to enable the Developer to carry out various development works as stipulated in this agreement.

For Naman Developers Partner 18/10/12

(12) That the builder 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 **(30 months)** from the date of sanction of the building plan, with further grace period of **6 (Six)** Months. If the building is not completed within the above period then the owner will be entitled to charge damages at the rate of Rs. 50,000/- per month.

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(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 to use 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, However, the stamp duty and all expenses towards registration shall be borne and paid by the purchasers only and in no case by the Owners.

(16) Form the date of delivery of possession of Owner's area to the Owners, the and 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.

(17) The Owners hereby undertake not to sell, dispose of, alienate, charge, encumber, sublease or otherwise transfer the said land and/or property or any part thereof (developer share) 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 Owners shall at no point of time after the commencement of development activities of the said property as per the agreement try to dispossess

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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 and which does not form par of the Owens'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) AND WHEREAS after the Registration of this Development Agreement in Registry Office, 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/land owner shall be absolute owners of their respective shares and they will be entitled to sell/transfer as per Provisions of Bihar Apartment Ownership Act, 2006 u/s 5 (1) & 5 (2) and others.

(i) That the final /deed of the flat along with common areas and common facilities i.e. common verandah and balconies, lifts, common staircase, lawns, garden lands, setback areas, boundary wall, common parking areas, generators, fire fighting equipments, electrical installations in common areas, pipes fittings, all other fittings and fixtures meant for common areas, shall be executed and registered by the developer/promoter or the land owner, as the case may be, as per sub-section (1) in favour of the prospective apartment purchasers.

23. The DEVELOPER will develop the PROPERTY in the name of "**Neelamanju Apartment.**".

THE DEVELOPER FURTHER UNDERTAKES:-

(A)That they will not do any act of commission, omission, expressly or impliedly, directly or indirectly by which the

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For Naman Developers Partner

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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 Patna Regional development 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 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

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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 Co-operative housing 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 nominee/s of the developer shall own and hold possession of the building comprised in the developer's area according to the standard agreement finalized by the developer, the Owners and its nominees(s) shall be bound to hold and own possession of the Owner's area in the said building on the same terms and conditions as contained in the aforesaid standard agreement and to execute similar agreement.

(I) 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.

(J) The Owners agree that if any levy is imposed by Patna Regional development authority PMC or any other public body or bodies or the government for the development/ betterment

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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) jointly in the same proportion as their respective shares of super built-up area in the said building.

(K) The Owners agree that in case any fine or penalty/ fee/fine to be imposed on the said building for any alleged deviation form 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.

(L) 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.

(M) That the Owners agree and undertake that in case of any dispute or litigation by person(s) claming 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.

(N) That the entire cost to be incurred for registration of this development agreement shall borne by the developer and the land Owner will have no concern with that.

(O) 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.

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

(q) That the developer may 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 Schedule land altogether and land owner/s will have no objection regarding the same in future.

DETAILS OF THE PROPERTY:

SCHEDULE-1

Land measuring an area of measuring an area of 7468 sq.ft. equivalent to 17.1473 decimal, more or less subject to actual measurement bearing Survey plot no. 164, Tauzi No. 5139 & 5554, Khata No. 14 and 233, Society Plot No. 9 (Nine), Thana No. 20, situated at Mohalla- Gola Road, Mauza- Dhanaut, P.S.- Danapur, at present P.S.- Rupaspur, Distt- Patna, within the Jurisdiction of Sub Registration Office Danapur and Sadar and district Registry Office and District Patna, and **Bounded as follows-**

NORTH:- **Plot No. 165.**
SOUTH:- **Society Branch Road.**
EAST:- **Plot No. 188 and 165.**
WEST:- **Society Plot No. 10.**

Note :- Govt. value is mentioned at **Code No. 078 & Zone - 3** of M.V.R. 2012-13.

which market value of above land is Rs. **98,60,000/-** (Rupees Ninety Eight lac Sixty thousand) only.

SHARE DISTRIBUTION

1. **Land Owner share : Entire 2nd Floor and 4th, exclusively.**
2. **Developer share : Entire 1st. Floor and 3rd. Floor exclusively.**

SCHEDULE II

SPECIFICATION OF BUILDING

FOUNDATION:

R.C.C, Group pile foundation (As per the design of structural

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consultant) Foundation shall be earthquake resistant as per N.B.C. structural steel of SAIL/TATA/VIZAG shall be used in ~~Colour~~ column and Beam.

BRICK WORK. :

First class brick in all the partition wall with Grasim / L & T or Equivalent Quality

INTERNAL WALL:

All internal wall will be finished with plaster of paris.

EXTERNAL WALL:

Wall finished with sandtex matter weather proof paint.

FLOORING:

Marble flooring or Vitrified Tiles on entire building,

TOP ROOF :

Anti heat treatment shall be done.

KITCHEN:

Working platform shall be finished by Granite marble and separate hot & cold water pipe shall be given

BATHROOM :

(i) Internal wall shall be finish with glaze tiles (Somany, Jonhson, Kajaria) up to door level.

(ii) All G.I. pipe will be used of TATA or Zindal make of first quality.

(iii) All fitting will be Mark or Essco.

(iv) Hot & Cold water pipe system shall be provided with separate tap connection.

(v) Sanitary Fitting will be fitted with Parry ware / Hindware with flush system.

DOOR :

Hard / seasoned sal wood frame in chaukhat and Flush door (38 mm thik in main door and 32 mm in other) will be fitted on door with Aluminium fitting.

WINDOW :

All the window chaukhat will be hard Sal wood and pannel will be of Gamhar,

ELECTRICAL WORK:

(i) All fitting will be Anchor, Roma modular type switches will be fitted.

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Hanuman Pal Choudhary 18/10/12

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(ii) Entire electrifications will be done with copper wire, National, Anchor and Havells.

(iii) Power Plug for A.C in all Bed rooms and drawing, dyning in bathroom for Geyser.

SECURITY INTERCOM :

All flats will be linked to reception counter on ground floor,

WATER SUPPLY :

Two Submersible motor with assocceries shall be provided in building.

GENERATOR :

A Kirloskar Green Generator of adequate capacity shall run the Submersible water motor pump, Lift, lighting to common area and supply 500 watts to all the flats of the building.

LIFT :

One Otis/ Kone lift of 6 (Six) persons shall be provided in block.

PLUMBING AND WASTE WATER LINES :

1. All concealed plumbing for supply water will be of G.I. Tata pipes and external soil or waste water lines will be PVC pipe in a two stack system with geyser line connection in bath room.

TELEPHONE AND T.V CABLES :

1. Telephone cable will be provided from each flat upto common junction point (tag-block) at the gate or other suitable location. No wires will be drawn beyond this stretch.

2. Individual Television cables will be provided through concealed conduits for television connection from the terrace to each flat.

3. Intercom facility shall be provided to the flats.

EXHAUST FAN OPENING :

If the structural design of complex permits, provision of a suitable opening for an exhaust fan shall be provided.

Notes:- All specification, sizes and layout etc. are subject to minor variations, additions, alteration by the company upon suggestion of its consultants. Any features not included in this list but desired by a flat owner may be given at company's discretion at additional cost.

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Prem Nandan Trivedi 18.10.12

Hanuman Ael Choudhary 18/10/12

For Naman Developers Partner

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AMENITIES :

WATER:

A 24hrs. water supply will be provided to all the flats or common area from own central boring systems as per the design of P.H.E.D. consultants.

SWERAGE :

Suitable arrangement for rain storm and soil water disposal shall be provided as per the design of P.H.E.D. consultants.

Top Roof : Anti heat treatments shall be done.

After going through the contents of the same in presence of the witnesses who have also signed hereunder after understanding the contents of the deed.

IN WITNESSES WHEREOF, the parties have executed this deed of development agreement on the date, month and year first mentioned above it.

WITNESSES:-

1. Dhirendra Kumar Jha
S/o. late. Deonath Jha
Flat-No. 301. A,
Ashirwad Enclave
Anand Puri, P.S. S.K. Puri
Patna. 1.

Pravin Nandan Thakur 18.10.12
Hanuman pd Choudhary 18/10/12
Signature of Land owner.

2. Sanjay Kumar
S/o. Satya Narayan Singh
Rajeev Nagar
Road No - 8
Patna - 24

For Naman Developers
Partner 18/10/12
Signature of Developers.

Drafted as per instructions of the parties.

18/10/2012

(Dr. ANIL KUMAR SINHA, "UDDYOGI"
Advocate,
'Chamber', Collectorate Bar Association
Patna

Printed By:-
(Sanjeev Kumar)
UDDYOGIJI'S CHAMBER,
Collectorate Bar Association
Patna.

NAMAN DEVELOPERS
Sanjay Kumar Singh
PARTNER

Endorsement of Certificate of Admissibility

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Admissible under Rule 21: 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. 197800/-	Amt.Paid By N.J Stamp Paper	Rs. 0/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 198779/-

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	150	K1c	0	Mb	25
A10	0	E	250	J1	0	K2	0	Na	54
B	0	H1a	0	J2	0	Li	0		
								TOTAL-	479

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

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 979

Registering Officer
Patna

Date: 18/10/2012

Endorsement under section 52

Presented for registration at Registration Office, Patna on Thursday, 18th October 2012 by Prem Nandan Thakur S/O Late Mahabir Thakur by profession Others. Status - Executant

Prem nandan Thakur
18.10.12

Signature/L.T.I. of Presentant **Date:18/10/2012**

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Ranjay Kumar' age '36' Sex 'M', 'Saryu Sharan Singh', resident of 'Roadno-8a,rajendra Nagar,patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 18/10/2012

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 528 on pages on 382 -400 , for the year 2012 and stored in CD volume No. CD-82 year 2012 .The document no. is printed on the Front Page of the document.

Registering Officer
Patna

Date : 18/10/2012

Token No. : 34042 **Year :** 2012 **S.No. :** 33211 **SCORE Ver.3.0** **Deed No . :** 27514

NAMAN DEVELOPERS
Sanjay Kumar Singh
PARTNER