Book No. :- 1 Deed No.

Serial No. 3315 Circle:-:Danapur

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

Serial No. 3315 Date 23/03/2018

This document was presented for registration on 23/03/2018 by Bibi Zainab.
A stamp duty of Rs. 524000/- and other fees of Rs. 25525/- has been paid on it.
The document was found admissible for the registration, photographs and fingerprints and signatures of the executants and their identifiers who have admitted execution before me are affixed on the reverse pages.
The document has been registered as deed no. 2978 in Book No. 1, Volume No. 79 on pages from 428 to 445 and has been preserved in total 18 pages. C.D. No. 12 Year 2018

Date: 23/03/2018

Signature with Date
(Satya Narayan Choudharv)
Registering Officer, Patna

SCANNED BY

दस्तावेज की जाँच किया
एवं
तादेय में वर्णित वर्णित विवरणी से अनुरूप सही पाया।
23/3/18.
जाँच सिविल
(प्रवीण कुमार)

Abida Engicon Pvt. Ltd.
Tadeem Rahman
23.03.18

DEVELOPMENT AGREEMENT

This Development Agreement is made and entered on the 23rd day of March, 2018 (Two Thousand Eighteen).

BETWEEN

Bibi Zainab alias Zaibu Wife of Late Muzaffar Hussain, resident of Rupaspur, P.O.- Danapur Cantt., P.S.- Rupaspur, District- Patna, Pin-801503, Indian Citizen, hereinafter referred to as the "LANDOWNER" (which term or expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, be deemed to include her heir MOSHARRAF HUSSAIN (only Son and only legal heir as she has no other Son or daughter), successors, executors, administrators, and assigns) of the one part. Mobile no. 9431000395

AND

Abida Engicon Private Limited, Regd. Office at Flat no. GR-4, Raza Complex, Near Poddar Tiles, Rupaspur Naharpar, Danapur, Patna, a company incorporated under the companies Act 2013, having its Registration No.U45500BR2018PTC037287 through its Managing Director ***Tasneem Rahmani*** Wife of Manzoor Alam, resident of Flat no. 502, City Heart Apartment, Budha Marg, Patna-1, Citizen of India, hereinafter referred to as the "Developer" (which term or expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, be deemed to include its successor in interest) of the other part. Mobile no:- 9334259226

Whereas the Landowner is desirous of having her land in Schedule A to this agreement developed.

And whereas the Developer has offered to develop the said land by constructing a residential multistoried building in accordance with the plan and specification in Schedule B to this agreement and the same has been accepted by the Landowner.

And in consideration thereof the Developer will get ownership rights and title and possession to the extent of 48% (forty eight percent) of the said developed property together with the undivided interest in common areas and facilities thereof and that ownership rights and title and possession of the remaining 52% (fifty two percent) of the said developed property along with the undivided interest in common areas and facilities shall be vested with the Landowner as delineated and defined in Schedule C to this agreement.

Now this indenture witnesses and it is hereby further agreed by and between the parties hereto as follows.

1] That the Developer has agreed to construct the multistoried residential building, which will be named as "Paradise" for its easy and clear identification, on the

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said land at its own cost and complete the construction works as per the said plan and specification after getting it duly sanctioned by the P.R.D.A. or P.M.C. or any concerned sanctioning authority. And for this the Developer shall take all necessary steps including appointment of architects and engineers and shall fully bear all the direct and indirect expenses, fees, charges, levies and taxes arising there from.

2] That the Developer has assured that the building shall be of first class construction and that all the materials to be used and employed in the said construction shall be selected for their long lasting durability and shall be of unadulterated quality and that the Developer will be solely responsible for the ensuring the same.

3] That the Developer undertakes to complete the development work in all respect within **3 (three) years** from the date of the execution of this agreement though it will always be subject to natural calamity, affecting the said land and the and the development work and any other reason being beyond the control of the Developer. Six months grace period over and above this period of three years, however, shall be allowed provided that the Developer satisfies the Landowner with the genuine cause for the delay. And that if the Developer fails to complete the said development or fails to deliver the saleable built up area complete in all respect to the Landowner within the stipulated period of three years and the allowed grace period, if any, then the Developer shall be liable to pay to the Landowner a penalty of Rs.1,50,000 (Rupees One Lakh Fifty Thousand only) per month for each completed months beyond the date of three years from the date of this agreement till the final possession of the building complete in all respect is handed over by the Developer to the Landowner.

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Authorised Signatory
23.03.18

4] That the Developer shall not enter into any Development Agreement with a third party for the development of the said land. Neither can the Developer pass on this Development Agreement right to a third party nor may it assign the development to the third party.

5] That the Developer shall save and indemnify the Landowner from the perils of any happening or non-happening of events causing detriment or loss to the Landowner or any other third party caused during or as a consequence of the development work.

6] That the Developer shall strictly comply with all the legal provisions applicable for construction of building and development and shall always keep the Landowner absolutely indemnified and unharmed against the action, claims and demands, whatsoever which may arise due to any deviation or noncompliance.

7] That all out of pocket cost, charges, and legal expenses of and incidental to this Development Agreement including taxes, stamp duty or registration charges shall be borne and be paid by the Developer.

8] That the Developer may mortgage, or convey or transfer its share in the developed property after the execution of this agreement.

9] That the Landowner hereby declares that the said land is ancestral property of the Landowner which she acquired through a Title Partition Suit Case no. 64/1980, in the Court of Sub Judge-II, Patna and since the partition she is in actual, physical possession over the same and mutated her name in the state serista and paying rent to the State of Bihar bearing Zamabandi no. 217/A and that she has perfect title and possession over the said land and that no notice or notification for requisition or acquisition has been received by her in regard to the said land or any part thereof and that she is fully entitled to cause the development of the said land and that there

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is no statutory claims, demands, attachment or prohibitory orders made by the taxation authorities or the revenue authorities or any Government or other local bodies or authorities concerning the said property or any part thereof and that apart from the Landowner none else is entitled to or has any share, title or interest in the said land and that the Landowner is not a benamidar for any other person in respect of the said land.

10] That the Landowner further declares that there is no liability or encumbrance attached to the property as on this date, but there be any false claim on that title over the said land to this date the Landowner will meet and contest such claim or challenge at her own cost and expenses and that there is no any proceeding pending in any court relating to validity of the title of the said land or taxes, charges or costs due thereon as on this date, but there be any such claim on that title over the said land this dated the Landowner will meet and contest such claim or challenge at their own cost and expenses.

11] That the Landowner assures the Developer that there is no subsisting valid enforceable agreement or arrangement in respect of development of the said land between the Landowner and any other third party and that if the Developer finds any such agreement or arrangement then the Developer shall be entitled to revoke this agreement and realize the bona fide expenses along with simple interest at the rate of 8% (Eight percent) per annum.

12] That the Landowner shall put the Developer in possession of the said land for the purpose of development pursuant to this agreement.

13] That the Landowner may execute any other document, if required, for the execution of the said development work provided such documents do not alter her rights and powers under this development agreement to her detriment.

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14] That the Landowner shall have the right to sell, lease, dispose, alienate, mortgage, or convey her share in the developed property after the execution of this agreement.

15] That the Landowner shall be entitled to legal remedies and commensurate compensation if her rights and interest in the said land is put at risk or any detriment is caused to her as a consequence of the development work or any provisions of this agreement is flouted by the Developer.

16] Notwithstanding anything contained in this agreement, the landowner hereby reserve her rights to be consulted, to supervise and to have her say in the entire process of planning and construction with a view to maintain the quality of development.

17] That the Developer will obtain the occupancy certificate from the competent authority after completion of the building in all respect but before the delivery of possession to the Landowner.

18] That every dispute, difference or question may at any time arise between the parties hereto touching or arising out or in respect of this development agreement or the subject matter thereof shall be referred for arbitration to the sole arbitrator to be agreed upon between the parties or failing agreement to three arbitrators, one to be appointed by each party to the difference and the two appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator and the decision of the arbitrator or arbitrators shall be final and binding on the parties. Such arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time.

19] That the Courts of Patna shall only have the jurisdiction over all matters of disputes arising out of this development agreement.

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20] That total Govt. value of the land is Rs. 2,61,50,000/- (Rupees Two crore sixty one lac and fifty thousand) only.

SCHEDULE - A

(Description of Land)

All that piece and parcel of land **27** (Twenty seven) decimal in area along with the boundary wall of five feet height on the eastern, southern and western sides situated in Mohalla- Dhanaut Mokimpur Usman (Poddar Tiles), Rupaspur Nahar Par, Mauza - Dhanaut, Pargana - Phulwarisharif, P.S. - previously Danapur now Rupaspur, District - Patna, bearing Thana No. 20, Tauzi No. - 5807, Khata No. 696, Survey Plot No. 763, Sub-registry Office - Danapur, District Registry Office - Patna, and which is bounded as follows.

Boundary

North: Sons of Md. Islam in the eastern corner and the remaining land of the same plot and building of the Landowner on the western corner with 12 (twelve) feet wide road intervening the plot on the northern side from the main road on east to the west providing access to the landowner for her remaining land and building of the same plot. The twelve feet wide road which is in use and the only access to the landowner's remaining land and building on the north western part of the same plot can be used as setback for the land under development provided the Landowner gets free and uninterrupted access with easements to her remaining land and building without any infringement to her privacy.

South: Wife of Shri Ajay Kumar and others.

East: Main Road alongside Nahar.

West: Wife of Shri Ajay Kumar and others.

That total Govt. value of the land is Rs. **2,61,50,000/-** (Rupees Two crore sixty one lac and fifty thousand) only.

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Director/Director

SCHEDULE - B

(Plan of the development and Specification of the building)

PLAN OF THE DEVELOPMENT

As per the map annexed hereto as Annexure A, B & C with all alterations or modifications required, if any, to suit the statutory norms for its approval by the concerned sanctioning authorities; and such alterations or modifications have to be mutually agreed upon in writing.

SPECIFICATION OF THE BUILDING

The following specification in addition to the approved specification shall be uniform for all the flats of the building irrespective of these pertaining to the Developer or the Landowner unless specifically mentioned.

Foundation: R.C.C. foundation.

Structure: R.C.C. frame structure, earthquake resistant and protected against lightning.

Civil Work: No. 1 (One) Brick work in 1:6 cement mortar with all outer walls of the flat being of 10" and inner partitions within the flat being of 5".

Flooring: 2' x 2' Vitrified tiles / Marble with granite polish flooring for living room, dining room and bedroom; anti-skid tiles in toilet, kitchen and balconies.

Plaster: 1/2" plaster in cement mortar 1:6 on brick works and 1:4 on R.C.C. surface.

Door: Sal wood frames and water proof flush doors panel of ISI mark painted with two coats of synthetic enamel paints over a coat of primer and essential superior quality stainless steel hardware. Main door fitted with teak flush with Godraj Hi-Safety lock.

Window: PVC/Aluminum Powder Coated glazed sliding shutters and with provision of installation of AC, grill and locking system.

Kitchen: Granite Platform with 2ft. high Glazed Tiles Dado over it; superior stainless steel kitchen sink; provision for exhaust fan and chimney with power points.

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Bathroom: Designer bathroom (white glazed vitreous sanitary ware of ISI mark Hind Ware/Parry Ware or Equivalent) with a combination of glazed tiles/granite & glass tiles for walls up to 7' concealed GI pipes TATA with hot and cold arrangement through single liver mixer in shower and wash basin. Superior quality chrome plated Jaguar/equivalent fixtures, provision of exhaust fan, geyser, washing machine and adequate light & Power Point.

Balconies: Balconies of adequate width to accommodate 4 chairs and centre table.

Electrical: Concealed conduits with good quality copper wire (Anchor or equivalent) for electrical fitting throughout the apartment; elegant modular electrical switches-Anchor or equivalent. For safety, one Earth Leakage Circuit Breaker (ELCB) for each apartment. One Miniature Circuit Breaker (MCB) for each room provided at the main distribution base in each flat. All having ISI Mark. Telephone point, internet point and TV point in all rooms and Drawing room/dining lounge; adequate lights and power points for home appliances; provision for AC point in all bed rooms and drawing and dining spaces.

Plumbing: All internal GI pipes of TATA; proper leakage and seepage free drainage system for waste and rain water.

Boundary Wall: Bricks wall height of 8' plus 2' of steel grill making total height of 10'.

Water Proofing: Double coat of ROFF chemical in sunken slab.

Internal Wall: Finishing with wall putty.

External Wall: Exquisitely designed classical exterior with weather Finish and damp proof paint.

Stairs: Granite flooring

Fire fighting: As approved by the fire fighting department with automatic fire alarm.

Over head water: Overhead cast tank of adequate capacity with in situ mosaic inside with automatic pump triggered by the level switch.

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Boring and Tube: Deep Boring and tube well with Direct / Reverse circulation machine.

Generator: Silent automatic generator of Crompton Greaves to provide 24 hours of power back up in all the flats, halls, parking spaces and common areas including lift.

Lift: 1 (one) number of OTIS elevator suitable for 6 adults at a time.

Security: Advanced Electronic Security measures including audio intercom between the reception and each flats of the building; CCTV in public areas and parking to get complete coverage of such areas with a surveillance room.

Parking Space: Covered parking for all the flat owners with tiles / marbles on the flooring.

Halls: The floor, wall finishing, civil and electrical work should be same as that of the flat with MS Rolling Shutter in their entire east facing side along with secure doors on western side.

SCHEDULE - C

(Allocation of share between the Developer and the Landowner)

Irrespective of the proportion mentioned in the consideration clause set at the introduction of this agreement the allocation of flats, halls and car parking spaces will be based on the annexed map wherein the Developer will get all flats on the second and fourth floor, two flats on northern side of the fifth floor and two flats on the southern side of the sixth floor whereas the Landowner will get all flats on the first and third floor, two flats on the southern side of the fifth floor and two flats on the northern side of the sixth floor and on the ground floor the Landowner will get the two halls on the eastern part of the ground floor and all the seven car parking space and on the basement the Developer will get twelve car parking spaces from the western part whereas the Landowner will get the remaining five car parking spaces. And that any other saleable area under this agreement shall be allocated between the Developer and the Landowner in the respective proportion set in the consideration clause with their mutual consent in writing and if there remains any fraction then

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the same will be settled between the Developer and the Landowner by way of exchange or sale between them at prevailing market rate through their mutual consent in writing.

IN WITNESS whereof the parties hereto set and subscribed their respective hands on the day month and year written hereinabove.

Witnesses :-

1. Mosharraf Hussain
(MOSHARRAF HUSSAIN)
S/o. Late Muzaffar Hussain
Rupaspur Nahar par
Near Reddar Factory
Patna- 801503

23/3/18

SIGNATURE OF THE LAND OWNER

2. Abhijit Mukherjee
S/o Late Ajit Mukherjee
Flat no-205 Aparna Apartment
Yarpur, Patna-800001

Abida Engicon Pvt. Ltd.

Tasneem Rehmani
23.03.18
Managing Director/Director

SIGNATURE OF THE DEVELOPER/BUILDER

Drafted,

J. Ahmad Enr.no.3
(Javed Ahmad)
Advocate
G-14,A.H.Complex
(Kotak Mahindra Bank Campus)
Exhibition Road, Patna.

Printed By:-
Kundan Kumar
(Kundan Kumar)



