(ii) Khata Nc. 965. Plot No. 65 and 66. area measumg 14138.75 sq. ft. owned by Pradeep Kumar Lall which land is having boundary

North to it Plot of Prakash Kumar Lall South- Plot of Pramod Kumar Lall, East- Road, West- Plot of Prakash Kumar Lall

(iii) Khata No. 965, Plot No. 65 and 66, area measuring 18232.01 sq. ft. owned by Prakash Kumar Lall which land is having boundary facing to its East- Road, North- Plot of Sri Baliram Sharma, South- Plot of Pradeep Kumar Lall, West- Plot of Ajay Kumar.

Valuation - Stamp duty payable as per the Bihar government fixed value - 5,75,95,000/- (Rupees Five crore Seventy Five lacs Ninty five thousand only) of the above mentioned land residential main road.

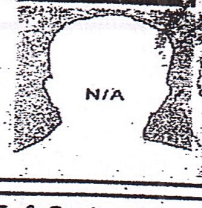
SCHEDULE 'B'

FINISHING SPECIFICATION TO BE PROVIDED IN THE BUILDING

GENERAL SPECIFICATION

•	Frame Structure	- R.C.C.
•	Finishing of Internal Wall In Flat	- P.O.P. over cement plaster
•	Common Area Wall	- Paint over P.O. P.
•	Finishing of External Wall	- External Acrylic water proof paint
•	Window	- Two track Aluminum window
•	Door	- Flush Door with Primer
•	Door Fame	- Shall Wood Frame
•	Flooring inside Flat	- Vitrified tiles 2 x 2
a)	Drawing Dining	- Vitrified Tiles - 2'/2'
b)	Other Area	- Vitrified Tiles - 2'/2'
c)	Toilet Area	- Anti Skid Floor Tiles
	Lobby / Passage and Stair	- Marble / Vitrified Tiles
	Kitchen	- Black granite Cooking platform with stainless steel sink
		- 2' height ceramic tiles dado over Cooking platform
	Window Seal	- Marble/tiles
	Toilet	- 7' height ceramic tiles in walls
		- White basin and E.W.C. (Indian Pan for Common toilet)

Token Number 2590 Reg. Year 2015 Serial Number 2524 Deed Number 2438

Prestype	Name	Photo	Thumb	Index	Middle	Ring	Little
Presented By	Pramod Kumar Lall						
Sig.	Pramod Kumar 19/2/15						
Executant	Pramod Kumar Lall						
Sig.	Pramod Kumar 19/2/15						
Executant	Pradeep Kumar Lall						
Sig.	Pradeep Kumar Lall 19/2/15						
Claimant	Uday Shankar						
Sig.	Uday Shankar 19/2/15						
Claimant	Upendra Singh Alias Chikku						
Sig.	Upendra Singh 19.2.15						
Identified By	Praveen Kumar						
Sig.	Praveen Kumar S/o Pradeep Kumar Lall 19/2/15						
Executant	Prakash Kumar Lall						
Sig.	Prakash Kumar Lall 19.02.15						
Claimant	Shridhar Reality						
Sig.							

SCORE Ver.3.0 Powered by InfoSystem and Solution India Biometric Captured By 3500sop002

19.2

Pramod Kumar
19/2/15

Serial No. 2524 Book No. :- 1 Deed No. 2438



Serial No. 2524 Book No. :- 1 Deed No. 2438

जिला : गया

प्रपत्रक (क) का सारांश

दिनांक 19/02/2015 को Pramod Kumar Dal ने दस्तावेज निबंधन हेतु उपस्थापित किया गया। इसमें रू0 1152900, मुनाक, शुल्क एवं रू0 40400 निबंधन तथा अन्य शुल्क का भुगतान किया गया। दस्तावेज ग्राहय पाया गया। जिन लेख्यकारियों ने मेरे समक्ष इसका निष्पादन स्वीकार किया एवं तथ्य उनके पहचानकर्ता के नाम, फोटो, अंगुलियों के निशान एवं हस्ताक्षर पृष्ठ अंकित हैं। इस दस्तावेज सं0 2438 के [illegible] की लिंक सं0 35 के पृष्ठ सं0 429 से 446 तक CD.6 में आज निबंधित एवं प्रमा 18 पृष्ठों पर आधारित।

सुकुमार झा
निबंधन पदाधिकारी

दिनांक 19/02/2015

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into on this the ....19.... day of February, 2015 GAYA.

BETWEEN

1) SRI PRAMOD KUMAR LALL, aged about 57 years son of Late Sri Moti Lall PAN No.- AKAPK7528H

2) SRI PRADEEP KUMAR LALL, aged about 53 years son of Late Sri Moti Lall V.I.C.No.- BR/43/250/383129

3) SRI PRAKASH KUMAR LALL, aged about 49 years son of Late Sri Moti Lall V.I.C.No.-BR/43/250/363129

All by faith Hindu, by caste-.....by occupation (Business) all resident of c/o Janki Auto, Swarajya Puri Road, Gaya, Bihar, Pin Code-823001, State- Bihar .hereinafter called OWNERS (which term or expression shall unless exclude by or repugnant to the context be deemed to include its execution, administration, legal representative and assign) of the **FIRST PART**;

Pramod Kumar 16/2/15

AND

SHRIDHAR REALITY, a partnership concern having registration no. 9315 R.M.C. Ranchi through its partners (1) SRI UDAY SHANKAR aged about 35... years son of Sri Shyam Ji Singh, (2) UPENDRA SINGH @ CHIKKU aged about 44. years son of Sri Shambhu Prasad Singh having its office at 216, Hari Om Tower Commercial Complex, 70, Circular Road, Ranchi, Pin Code- 834001, Jharkhand, hereinafter referred to as "THE BUILDERS / DEVELOPER" (which expression shall unless it be repugnant to the context or meaning thereto mean and include its administrators, legal representatives, assigns and/or successors-in-interest) of the **SECOND PART**;

1. WHEREAS, the First Party are absolute owner of land which are as under: -

(i) Khata No. 965, Plot No. 65 and 66, area measuring 11788.23 sq. ft. owned by Pramod Kumar Lall which land is having boundary facing to its East - Road, North- Plot of Pradeep Kumar Lall, South- 20 feet link Road, West- Plot of Prakash Kumar Lall

(ii) Khata No. 965. Plot No. 65 and 66. area measuring 14138.75 sq. ft. owned by Pradeep Kumar Lall which land is having boundary

Prakash Kumar Lall. 16/2/15

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North to it Plot of Prakash Kumar Lall South- Plot of Pramod Kumar Lall, East- Road, West- Plot of Prakash Kumar Lall

(iii) Khata No. 965, Plot No. 65 and 66, area measuring 18232.01 sq. ft. owned by Prakash Kumar Lall which land is having boundary facing to its East- Road, North- Plot of Sri Baliram Sharma, South- Plot of Pradeep Kumar Lall, West- Plot of Ajay Kumar.

2. That the abovementioned properties were allotted to the First Parties respectively in family Partition and after the said partition, the First Parties became absolute owner and in possession of the respective share so allotted to their share with absolute right, title and interest over the same.

3. That the First Party-Owner of the respective share of land as mentioned above have got their name mutated in the sherista of State and they are paying rent to the State in their respective names. The name of First Party has also been mutated in the Municipal records and are paying holding Tax to the Municipal Authority.

4. That the First Party have shown their desire to get the said lands i.e. total 44156 sq. ft (32.46 katha) developed by constructing mutistoried building over the said lands and coming to know the desire of the FIRST PARTY, the SECOND PARTY who is reputated builder and developer, approached the FIRST PARTY and shown their interest to Develop the said land belongs to FIRST PARTY strictly as per sanctioned and approved map.

5. That the FIRST PARTY have represented the SECOND PARTY that they are absolute owner of the said land as per their share and they have valid right, title, interest and possession over the said land. It is assured by the FIRST PARTY that if any flaw in title will be discovered, then they are solely liable to compensate the SECOND PARTY the loss which they sustained if any, for starting of the project.

6. That the developer is a reputed constructing firm and having experience of constructing firm registered 9315 R.M.C. Ranchi and having experience of construction of so many successful project and that too within time.

7. To enter into agreements for sale for selling the constructions within the share of the Said Developer as mentioned in the Said Development Agreement with its intended buyer/s and to settle the terms and conditions including the sale price thereof.

8. To execute proper sale deed and any deed of conveyance in favor of the intended buyer/s of the Said Developer of the portions which will be within the share of the Said Developer in line of limitation as agreed upon in the said Development Agreement and to produce such documents before the registration authority having competent Jurisdiction at any place in India where the said Attorney shall deem fit and proper and to admit its execution thereof and to do all and whatsoever which may be necessary for proper and valid registration of the said documents and to act on our behalf and to endorse the registration receipt/s in favor of the buyer/s.

9. If at any time it is found or information is received from any person/ authority(ies) that Power given to the attorney is not diligently carried out as intended by the owners in the agreement/POA and found to be detrimental to the interest of the Owner(s) and of the development project, in that case all powers which have been given to the said Attorney be revoked but after giving a notice in writing of warning to rectify and ratify the deviation in execution of powers given to him, and if despite that the same is not rectified and ratified then the owners will be compelled to revoke the powers so given. And the registry of this power will be revoked through the registrar of the apex court.

10. We do hereby agree and declare to confirm and ratify each & every act deeds and things to be done by virtue of these presents by our said attorney to be operative and binding on us as if the same has been performed by us or caused to be done by us personally if the same done within the campus of terms and conditions stated herein above.

11. AND WHEREAS the Developer has agreed to name the multistoried building as "JANKI SHRIDHAR TOWER" Developer will prominently display the name of Building in most suitable and attractive design at an appropriate place mutually agreed by

owners. Further Developer has agreed to allot the following flats to each Owner:

The Owners Share is well defined and demarcated in different Colors is the Excel sheet duly attached along with this agreement which will be a part of the agreement and this is accepted by all the parties.

The settlement for the area exceeding or falling short of individual share of each owner after allotment of above said flats will be done on a mutually agreed terms between owner and Developer.

NOW BOTH PARTIES OF THIS AGREEMENT HAVE MUTUALLY AGREED TO THE FOLLOWING TERMS AND CONDITIONS:

a) That the owners shall deliver to the Developer / Builder or their representative, agents or advocate all documents of title relating to the properties in possession of the owners upon which the proposed multi-storied building(s) are to be constructed.

b) That if it transpires that the properties as mentioned in **Schedule 'A'** below are not free from encumbrances, in that event the owners will be liable to make good any loss to be sustained by the Developer / Builder and will refund the advance amount which will carry no interest to of the Builder / Developer and in such eventuality the agreement shall stand cancelled and neither party shall be liable to discharge their respective parts of obligation under this agreement.

c) That Builder / Developer has already prepared a draft of plan of the proposed Multi-storied building(s) to be constructed over the Schedule 'A' land and the builder will get the aforesaid building plan sanctioned by local competent authority at their own cost and the owners shall put their signatures on all necessary papers for the said purpose. The copy of the aforesaid building plan is attached herewith which will be treated as part of this agreement.

d) That after obtaining the sanctioned plan from the competent authority the Builder / Developer will start construction of Multi-storied building phase wise on the said plot of land in accordance with the plan.

l) That the roof top of the building shall be apportioned to the OWNERS and DEVELOPERS as per their i.e. 45% of the land owners and 55% of the Developer. If any construction activity carried beyond 9th floor.

m) That during the construction period, the owners and / or their heirs or any person claiming under them will not do any thing contrary to the terms of this agreement and will not raise any objection against the said construction and / or to interfere with the construction work during the period of construction.

n) That Ground breaking ceremony for commencement of project will be performed by the Builder / Developer on or before 45 days after the Map is obtained in compliance with the one of the attached copy with the agreement.

o) That the construction of the multi-storied building and parking shall be completed within 36 Months from the date of sanctioned drawing by the Gaya Regional Development Authority (GRDA)/ Gaya Municipal Corporation. OR any competent authorities. Keeping the stipulated completion time of 36 months from the date of the sanctioned drawing from GRDA or the competent authority and the Power of attorney, the countdown will start from the date the Owner gives the vacant possession of the said land to the Builder / Developer for commencing the construction work within the time frame as mentioned in the Agreement..

p) If, however, the aforesaid construction work cannot be completed by the Builder / Developer within the stipulated period of 36 months owing to scarcity of cement and other building materials, labor problem (which may arise for no fault of the Builder or which in beyond his control), earthquake, flood etc. political turmoil or for any reason beyond the control of the Builder / Developer, and it includes sealing operation of the area by competent authorities or rejection of grant of necessary licenses by the authorities. It also includes a situation wherein due to any change in law or imposing of any condition(s) by the Government or any public authority with regard to use and occupation of premises by any of the parties. The aforesaid period of completion of project may be extended for a further period of 1 years on mutual consent of both the parties.

q) That if, however, the Developer / Builder fails to complete the construction within the stipulated Period of 36 Months on account of their negligence or without any lawful excuse, then the Builder / Developer shall pay a nominal compensation amount to the Owners in lieu of such delay. The said amount shall be decided on amount according to flat rent.

r) That the Builder / Developer shall on their own and exclusive cost and expenses engage Engineers, Architect, Contractor and Agent as they think fit for the purpose of construction of the aforesaid Multi-storied residential building on the Schedule 'A' land.

s) That the Builder / Developer shall carry out the construction work in accordance with the specification specified by the Architect and Building plan sanctioned by the competent authority of G.M.C./ G.R.D.A or any other competent authority. The materials which will be used for construction, sanitation, electrical fittings of ISI mark and of renound company.

t) That the Builder /Developer after completing the construction work of the Multi-storied building shall allot / deliver to the owners their stipulated percent of super built-up area, as stated above first and thereafter the Builder / Developer shall be entitled to sell their remaining 55% super built up portion in the aforesaid building to any prospective buyers at such price or for any other consideration as the Builder / Developer may think proper and fit on the basis of Registered Power Of Attorney executed by the owners in favour of partners of **SHRIDHAR REALITY**.

u) That in the meantime, until completion of the construction, the Developer / Builder shall also be at liberty to enter into any agreement for sale of their share of 55% of super built up area with any person or persons or prospective purchaser of the portion except 45% of the super built-up area of owners share.

v) That the OWNERS jointly shall execute an Power of Attorney in favour of the Developer / Builder conferring upon them all power including Powers to sale of their share in the proposed Multi-storied Building after having fully handed over the owners share

or any portion thereof and after successful completion of their entire project.

w) That it has further been specifically agreed between the parties that in case the owners elect to transfer any portion of their allotted share of the building to any third party, the price thereof shall be in total consonance and parity with the price of the building at which the Builder / Developer may sell to their respective prospective buyers.

aa) That this agreement shall not be deemed to constitute partnership between the parties hereto.

bb) That Municipal Taxes, Cesses, Electricity or any other charges leviable in respect of the Schedule 'A' land shall be borne by the Builder / Developer between the period of actual vacation and delivery or possession of the Schedule 'A' land by the owner to the Builder / Developer and delivery of possession of flats by the Builder / Developer after constructing the same to the owners,

cc) That all the disputes and differences which may arise between the parties in future shall be subject to the jurisdiction of the Courts at Gaya.

dd) That both parties reserve their rights to mutually agree to further terms and conditions by entering into a fresh additional agreement, if exigencies so demand and in such eventualities the second additional agreement shall be treated as part of this agreement.

ee) 1. Any dispute or difference between the Parties with regard to this agreement, it's implementation, interpretation, implications and all connected and related matters whatsoever may arise shall be discussed and settled amicably. In the event of any failure to resolve the disputes or differences amicably, all such disputes or differences whatsoever, shall be referred to arbitration. The arbitration proceedings shall be conducted in English and in accordance with the provisions of Arbitration and Conciliation Act 1996 or any statutory modification or enactment thereof. The venue of arbitration shall be at Gaya alone.

2. The Parties have agreed that the sole arbitrator will be appointed mutually by both the Parties. The arbitration proceedings will be on a fast track basis. The sole arbitrator will also endeavor to give his award as early as possible.

3. The decision of the arbitrator will be final and binding on the Parties.

Force Majeure:

This agreement shall stand terminated in case of any force Majeure event. Force Majeure means and includes, an Act of God which has the material effect on the natural elements or other acts of god including lightening, flood, natural fire, earth quake, volcanic eruption, storms etc: and Political force majeure comprising of act of war, invasion, armed conflict, riots, act of terrorism adversely affecting the operation of the said premises.

That, both parties shall abide by the terms & conditions stipulated therein above with utmost cordiality and sincerity.

FURTHER in order to carry out the project by the Devetoper, the landowners hereby authorize the Developer to do ,if required ,all acts .deeds, things, necessary in connection and in legal manner and in particular-

1. To look after, manage and supervise over all our affairs in respect to the Said Lands in our names and on our behalf for all practical purpose and interests relating to the matter fully discussed therein for safe guarding our interest.

2. To represent us and to appear in our names and on our behalf in all Courts, Civil, Criminal or Revenue whether original, Appellate or Revisional upto the Hon'ble Apex Court and also in all Central / State Govt. Offices and the Municipal Office at Gaya and to take all lawful timely steps in our names and on our behalf to protect and safeguard our rights and interest in the Said Lands.

3. To deposit ground rent and / or other charges / taxes electric and water charges to the concerned authority in respect of our Said Land in our names and on our behalf.

4. To apply for and obtain necessary Building Plan / Drawings from the Gaya Municipality / GRDA and / or any other concerned authorities being in force and to carry out such construction work over our Said Lands as per the said approved plan, after demolishing the old constructions, if necessary, in our names and on our behalf, however, subject to intimation to us. Keeping and abiding by all safety measures and complying to all applicable laws of the land at the construction site.

5. To apply for and obtain necessary electric, water and / or additional connection for the Said Lands in our names and on our behalf.

6. That on the desire and representation of the FIRST PARTY owner that they having right title and interest over the property mentioned above and morefully described in Schedule- A below, the developer approached the owners with the proposal for construction of the Multistoried building on the land described in Schedule 'A' below according to modern\est, design and architecture at their own cost the flats parking spaces etc. as per the approved drawings by the owners as per the norms of the municipal corporation / appropriate authorities and to deliver 45% out of super built up area in the multistory building, and car parking spaces to the owners Schedule 'A' land without putting the landowners to any loss or any claim from anybody after execution of this agreement, on the terms and conditions stated in the present development agreement.

7. AND WHEREAS as a result of the negotiations between the parties, the aforesaid owners of the First Part and the aforesaid Developer of the Second Part and on the representations and declarations made by the owners as herein recorded as Agreement for the Development of the said land has been arrived at between the parties hereto upon the terms and conditions hereinafter appearing and after finalization of negotiation, it is agreed that the DEVELOPER shall pay TO SRI PRAMOD KUMAR LALL a sum of Rs 21,66,402/-, (Rupees Twenty one Lac sixty six thousand four hundred two only) SRI PRADEEP KUMAR LALL a sum of 25,99,034/- , (Rupees Twenty five Lac ninty nine

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thousand thirty four only) SRI PRAKASH KUMAR LALL a sum of Rs. 33,51,472/- (Rupees Thirty three Lac fifty one thousand four hundred seventy two only) TOATAL SUM OF Rs. 81,16,909/- (Rupees Eighty one Lac sixteen Thousand Nine Hundred nine only) to the OWNERS-FIRST PARTY as non refundable amount. As per agreed terms and condition, the said non refundable amount shall be calculated @ Rs. 2,50,000/- (Rupees Two Lac Fifty Thousand only) per katha and exact calculation will be made after exact measurement of the land of the respective owners.

8. AND WHEREAS the owners have also agreed to the aforesaid proposal of the developer for developing the Schedule 'A' land into multi-storied Building(s) comprising of ownership flats, car parking spaces, etc. by entering into a suitable agreement with the developer / builder and in pursuance of the said understanding and decision, the owners have agreed to allow the developer / builder to construct Multi-storied Building(s) over the land described in Schedule 'A' below.

9. That if due to any fault in title of the land or due to non availability of the required papers and documents which were and are in the custody of the owner the building plan could no be sanctioned then this agreement start canceled and the amount paid by the Developer to the owners shall be refunded by the owner to the Developer without any intrest.

SCHEDULE"A"

All that Piece & Parcel of total 44156 sq. ft. equivalent of 1 acre 1.365 decimal of land in total i.e. (32.46 kattah) which situated at village Bodhgaya, P.S. Bodhgaya, Thana no. 359, Dist. Gaya, Anchal-Bodhgaya which belongs to the owners and the bifurcation of share of each owner is as under

(i) Khata No. 965, Plot No. 65 and 66, area measuring 11785.23 sq. ft. owned by Pramod Kumar Lall which land is having boundary facing to its East - Road, North- Plot of Pradeep Kumar Lall, South- 20 feet link Road, West- Plot of Prakash Kumar Lall