Serial No. 33374 Deed No. 27663

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

This document was presented for registration on 19/10/2012 by Sushila Nand Mehta
A stamp duty of Rs. 201100/- and other fees of Rs. 804/- has been paid in it.
The document was found admissible. The names, photographs and fingerprints and signatures of the executants, and their identifier, who have admitted execution before me, are affixed on the reverse page.
The document has been registered as deed no. 27663 in Book No. 1, Volume No. 532 on pages from 1 to 20 and has been preserved in total 20 pages in C.D. No. 83 / Year 2012

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

Date: 19/10/2012 Token No: 34148 /2012

SCANNED

DEED OF DEVELOPMENT AGREEMENT BETWEEN LAND OWNERS AND DEVELOPERS

This deed of agreement between land owner and developers executed this 19th day of October, 2012.

BETWEEN

1. **Sri Sushila Nand Mehta**
2. **Sri Anil Kumar**

Both son of Late Tulsi Prasad by faith–Hindu resident of Mohalla-South Mandiri, Kath Poal, P.S- Budha colony, Town and district- Patna hereinafter called the OWNERS which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, legal representatives and assigns of the ONE PART.

AND

M/S Raj Construction a Partnership firm under Indian Partnership Act, 1932 having its registered office at New Chitragupt Nagar, Parvati Path, P.S.- Patrakar Nagar, District- Patna consisting of its three Partners namely:

1. Sri Rajesh Kumar son of Sri Rajendra singh presently residing at Lalji tola, P.S. Gandhi Madain, Patna in the state of Bihar.
2. Sri Rajesh Kumar son of Sri Ajit Kumar presently residing at New Chitragupt Nagar, Parvati Path, P.S. Patrakar Nagar, Patna in the state of Bihar.
3. Sri Umesh Kumar Ansul son of Late Chandeshwar Prasad Singh resident of jaichak, P.O. Chipura Khurd, P.S.- Paras Bazar in the state of Bihar.

Hereinafter referred to as "DEVELOPER" or SECOND PARTY which expression shall unless excluded by or repugnant to the context, deemed to mean its successors, representatives, executors, receivers, administrators and assign of the ANOTHER PART.

AND WHEREAS thereafter the said first party are the owner of the piece of the land described in Schedule-1 of this deed.

AND WHEREAS the owners have been enjoying the said property free from all encumbrances, interferences and disturbances of any other person or persons whatsoever.

THE OWNERS are absolutely seized and possessed of the said plot of land.

AND WHEREAS the owners and the Developers have agreed to DEVELOP the said LAND on the terms and conditions hereinafter appearing:

NOW THE INDENTURE WITNESSETH

AND it is hereby agreed by and between the parties hereto as follows.

ARTICLE – I: COMMENCEMENT

1.1. This agreement shall be deemed to have commenced on and from with effect from the date of execution of this agreement.

ARTICLE – II: OWNER'S RIGHT AND REPRESENTATIONS

2.1. The OWNERS are absolutely and indefeasibly seized and possessed of and or otherwise well and sufficiently entitled to all that the said land.

2.2. The said land is free from all kind of defects of title, encumbrances, charges, liens, attachments, trusts, whatsoever and howsoever.

2.3. That the total area comprised of the said land is more or less 14.3276 Decimils (Four Katha Eleven dhur Fourteen dhurki).

ARTICLE –III: DEVELOPER'S RIGHT

3.1 The owners hereby grant subject to terms and conditions provided hereinafter the exclusive right to the developers to build, construct and erect and complete the building at their exclusive cost and expenses and to commercially exploit the same by entering into agreement for sale/ or transfer and/or construction in respect of the developers allocation in accordance with the plan to be sanctioned by the P.M.C. with or without amendment and / or modifications made or caused by the developers with the written approval of the OWNERS.

3.2 That the developers shall be entitled to prepare, modify or alter the plan with the written approval of owner and to submit the same to the PMC in the name of the owner at Developers costs and the developers shall pay and bear all costs all fees including sanction fees, charges and expenses required to be paid or

deposited for obtaining the sanction of the building plan by the P.M.C. or any authority for construction of the building on the said land.

ARTICLE IV: OWNER'S ALLOCATION

4.1 The name of the building shall be "**TULSI BIHAR**"

4.2 The developers shall at their own costs and expenses construct, erect complete and finish in all respects the building to be constructed on the said land and shall allocate to the

Owner share: 50% (Fifty percent) of the super built-up constructed area of residential flats and car parking part in the said building as per plan to be sanctioned by the PRDA./PMC and the rest

Developers share: 50% (Fifty percent) of the super built-up constructed area of residential flats and car parking part in the said building as per plan to be sanctioned by the PRDA/PMC will be the share of the developers which will be sold by the developers to the different parties on their own risk and expenses after completion and hand over the share of land owner..

In the construction work of the owner's allocation in the said building, the following specification will be provided:-

SPECIFICATIONS:

1. **Flooring:** Marble flooring in all the areas of the Flat.
2. **Windows:** Wooden frame / glass panel window with Steel grille duly painted.
3. **Doors:** 30mm thick fabricated water-proof ply board panel duly painted fitted on sail wood chowkhat.

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4. **Kitchen:** 20 inches wide best quality of black Granite main slab in kitchen, 2 feet high glazed tiles above the main slab. Steel sink of appropriate dimensions.
5. **Bathroom:** 7' feet high glazed tiles in Bathrooms. Parry or similar vitreous sanitary wares. Every flat will contain two wash basins—one in any bathroom and the second in the nearby location of bathrooms or kitchen.
6. **White wash:** P.O.P / Cem in the inner walls of the Flats.
7. **Electricity:** Adequate electrical points for lighting, fans, refrigerators and power plugs. Power point will contain points for Geyser, TV set, Cooler & Air conditioners etc. All wiring will be done in Ancor Multi I.S.I wires with PVC conduit pipes.
8. **Cable:** Point for Cable will be provided in the Drawing Room.
9. **Intercom:** Point for Intercom will also be given in the Drawing Room.

General Specification:

1. **Structure:** Structure will consist of group pile foundation. The depth of the pile will depend on load and will be done according to the requirement of the design. All the structure including piling, column casting and roof slab casting will be done in Grade M20 & M15 according to the requirement of the design.
2. **Brick work:** First class brick or first quality locally available brick will be used. All the walls will be of 5 inches thickness.
3. **Plaster work:** The plaster work will also be done using J.P. Cement of M43 grade.
4. **Balconies** may have safety walls upto 3'6" height with brick+Steel grill work.

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5. **Water Supply :** Deep boring up to standard depth (250 ft.-325 ft.) will be done and submersible one HP motor will be provided.

6. **White Wash:** Outer walls will be white-washed with weather coat.

7. **Stairs:** The flooring of the stairs will be done in Marble and 2.5 feet high steel railing will be provided.

8. **Lift :** Five or six passenger lift will be provided

9. **Fire :** According to sanction plan fire facility will provided.

4.3 The developers shall at their own cost and expenses provide one main electric meter in the name of the owner and all sub-meter will be borne by the owner in the allotted flats.

4.4 The developers shall have no right, title, interest whatsoever on the owner's allocation and undivided proportionate share pertaining thereof and proportionate in common facilities and amenities and land which are solely and exclusively as before and shall continue to the owner of the building.

4.5 The developers will have right to claim for payment or reimbursement of any costs and expenses or charges incurred towards the construction of owner's allocation as extra work at the rate mutually fixed at the time of work.

ARTICLE V: DEVELOPER'S ALLOCATION

5.1. In consideration of the above, developers shall be entitled to all that the super built up area of saleable space in the said building to be constructed at the said land together with proportionate share in the common facilities except for the space as provided in the owner's allocation hereinafter.

5.2. The developers shall be entitled to enter into agreement for sale and transfer in his own name to receive and realize and collect

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all moneys in respect thereof without making the owner responsible, liable for such agreement, and the owner should not be responsible in any way for such agreement with any intending purchaser of flats. It is hereby expressly agreed by and between the parties that for the purpose of entering into such agreement it shall not be obligatory on the part of the developers to obtain any further consent of the owner and this agreement by itself shall be treated as consent of the owner and this agreement by the owner.

5.3. The developers shall at their own costs install main electric meter in the said building for which the owner shall not be liable for its costs.

ARTICLE VI: POSSESSION

6.1 Immediately upon sanction of the plan of building to be constructed on the said land the owner shall put the developers in vacant possession of the said premises to construct the said building and implement this agreement.

ARTICLE VII: CONSTRUCTION

7.1 The developers shall be solely and exclusively responsible for construction of the said building. The owner will have no responsibility whatsoever for any kind of defects in the construction. All liabilities and responsibilities in this regard shall be entirely with the developers.

7.2 The developers shall at their own costs and expenses construct, erect and complete in all respects the building to be constructed on the said land as per plan to be sanctioned by the PMC. The sanctioned plan from the PMC will be shown to the owners and the owners will sign on the map or Booking Plan before the piling

work has been started by the builders. The signing on the map / booking plan will mean the owner has accepted the plan.

ARTICLE VIII: TIME ALLOCATION

8.1 At the time of or within one week from the date of this agreement the owners will handover the following things to the developers :

1. Mutation order of the land in the name of owners.
2. Up-to-date Rent receipt of the land.
3. Copy of Khatiyan
4. Copy of title deed or any other order sheet of court
5. Declaration of boundary position of the plot on site and by sketch on paper.

8.2 Developers shall complete the construction within "**TWO YEARS SIX MONTHS**" after the date of approval plan from P.M.C, if developers receive all things described in Para-8.1.

8.3 If the construction is not completed within the period described under Para-8.2, then the developers will have to pay the penalty @ Re.1/- per sft. Per month of the owner's share to the owners.

8.4 If the construction is completed partially and a part of the owner's share is not handed over to the owners, the penalty will be applied on the remaining area @Re.1/- per sft. per month.

8.5 If Para-8.1 remains incomplete and is fulfilled after a week or more, this time will be added in Para-8.2.

8.6 Time-to-time the owners will have to sign several papers necessary for passing the map from PMC; and the developer will need the all help and assistance of this manner from the owners, delaying in which the map may be delayed. If so happens, developers will request the owners to add this period in Para-8.2.

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ARTICLE IX: SPACE ALLOCATION

9.1 After the sanction of the plan from P.M.C. a plan called BOOKING PLAN based on the map passed from PMC will be prepared and both the parties will sign on it.

9.2 Then immediately a DEED OF ALLOTMENT AGREEMENT in the court of Notary Public will be executed between Owners share and Developers share giving the details of nomenclature and location of the flats keeping in mind that the Owners and the Developers will have to take their shares on each floor.

9.3 Within one month from completion of the building the owner shall be entitled to obtain physical possession of the owner's allocation and the balanced constructed areas of the said building as provided in the developer's allocation hereinafter shall belong to the developers.

ARTICLE X: DEVELOPER POWER

10.1 That after the construction and completion of the project the respective share of developers/promoters and land owners, shall be absolute owner of their respective shares and they will be entitled to sell/transfer their shares respectively and as per the Bihar Apartment Ownership Act. 2006 and Bihar Apartment Ownership Rules in section 5(1) clearly declared their shares as absolute owner and in the light of Bihar Apartment Act. 2006 in which 50% share of the total built-up area of the Building including undivided proportionate share of land will be given to the land owners and rest 50% share of the total built-up area of building including undivided proportionate share of land will be given to the developers/promoter and the land owner are entitled to sell or transfer their share to respective purchasers separately

and the developer is also entitled to sell/transfer its share to the respective purchasers as per Bihar Apartment Act. 2006 and the developer further agree to deliver and given possession to the land owner of the total built-up area of the land owner share of the said building to be constructed by the developer by it own cost of the said property which built-up area is hereinafter called the developer area after possession of the land owner share is hand over. The second party and owner's share shall include:

(i) 50% of the total super built-up area constructed as per approved plan from P.M.C.

(ii) 50% car parking area.

(iii) The above owner will be distributed according to allotment agreement.

(iv) The balance of the total built-up area shall belong to the developer and shall hereinafter be called the developers area to which he shall be entitled to hold and possession in lieu of having construction the entire building on their own cost and expenses.

10.2 To present and sign before the Circle Officer, D.C.L.R, S.D.O, D.M., P.R.D.A., P.M.C., B.S.E.B, Water Board and other competent authority in respect of our said properties during development and obtain all the requisite clearance, permission, sanction and approvals.

10.3 To execute and sign sale deeds, lease deeds, agreement for sale any kinds of deeds in respects of sale and transfer of 50 % share of land with super structure of flats, car parking constructed on the said properties to any purchaser/purchasers, present the same for the registration of such document before the registering Officer concerned and admit the execution thereof

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and all other acts, deeds and thing to complete the registration of the same.

10.4 To engage Advocate in cases, if any relating to the properties mentioned in Schedule-1 on the behalf of owner and to endorse Registration Receipt (Chirkut) to the Purchaser(s) on the behalf of owner and to do all or any of the acts and deeds.

10.5 To negotiate and received advance or earnest money and also the balance of consideration money of such sale or sales in respect of 50% share only from the intended purchase or purchasers and also the balance of consideration money and grant goods and valid receipts for the same.

10.6 To file cases or defend the principals in cases filed by others including any tenant not evicted in respect or the said properties of the principals any may appoint Advocates and Parvikars, for the proper conduct of cases in the interest of the principals.

10.7 To co-ordinate with the demolishers if so for demolition of the said building to take accurate measurement of the vacant land.

10.8 To swear Affidavit, to execute Agreement, Lease, or any other deeds or/and also to file application, suits, revision, review and to sign on them and take all miscellaneous concerned legal steps in the court/office on the matter pertaining to the said Schedule-1 Property on the behalf of owner.

10.9 To manage, look after and protect the said properties so that no encroachment or intrusion is made at any stage till the said properties are finally disposed-off.

ARTICLE XI: BUILDING

11.1 The developers shall at their own costs, construct, erect and also complete and finish the building and the common facilities and

amenities at the said land in accordance with the plan to be sanctioned with best quality materials.

11.2 The developers shall install and erect in the said building at their own costs as per specification and drawing provided by the architect, pump, water storage tanks, overhead reservoir, electrical and other facilities as are provided in a residential building.

ARTICLE XII: MISCELLANEOUS

12.1 The owner and the developers have entered into this agreement purely as a contract and nothing contained herein shall be deemed to construct as a partnership or as a joint venture between the parties.

12.2 That the Second Party may include other persons or partners in the firm to increase the strength of the firm and/or the second party is free to convert this partnership firm into Private Limited firm, whenever it will be required but subject to written consent of land owner.

12.3 Just after this agreement the owners will mark the boundary position and the developers will construct the remaining boundary, if any.

12.4 There is no existing agreement regarding the development or sale of the said plot and that all other arrangements, if any, prior to this agreement have been cancelled and are being superseded by this agreement.

12.5 That the developers without making this owner liable in any manner will be entitled to enter into agreement with any prospective buyer or buyers and receive the earnest money, part payments and full consideration money.

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12.6 Roof of the top floor will also be divided according to percentage share of owners and developers.

12.7 Excepting the proportionate municipal taxes liable on the owner's allotment or portions in the said building, the owner shall not be liable to pay any income tax, sale tax, wealth tax etc. or municipal rates and other dues in respect of the developers allocation or portion which may be imposed by the concerned authorities from time to time for constructing the said building. All such taxes, if payable will be borne by the developers at their own costs.

12.8 Just after this agreement a cine board of the APARTMENT with the name of the developers will be hanged by the developers in the land.

12.9 If any disputes would happen between parties in the respect of said building then parties will go to civil court or any other court.

SCHEDULE-1

ALL THAT piece and parcel of land measuring more or less 14.3276 Decimils (Four Katha Eleven dhur fourteen dhurki). Which is situated at Mauza- Dujara, Mohalla- South Mandiri, Ward no.- 16, P.S.- Budha Colony in the town and district of Patna, bearing Khata No. 27, Plot No. 859, Thana No- 4, Thana code- 245, Zone- 3, Tauzi no. -5225 under P.M.C. Authority, in the state of Bihar and bounded by:-

NORTH : Rina Residency Apartment

SOUTH : Part plot no. 858

EAST : Branch Road

WEST : Branch Road

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Valuation of the property as per govt. valuation list:

1. Cost of land (Rs. 7,00,000/- x 14.3276 decimals) = Rs. 1, 00, 29, 320 /-

2. Stamp Duty (Rs. 1, 00, 29, 320 /- @ 2% Rs. 2, 00, 600 +Rs.500+ Rs. 250/- + Rs. 54/- = Rs 2, 01, 304 /-.

IN WITNESS WHEREOF, both the parties hereto have set and subscribed their respective hands the day, month and year first above written.

Witnesses :

1. Manish Kumar 19/10/12

2. Manoj Kumar 19/10/12

S N Mehta 19-10-12

1. **Sri Sushila Nand Mehta**

19/10/12

2. **Sri Anil Kumar**

Signature of the OWNERS

Rajesh Kumar 19/10/12

1. **(Sri Rajesh Kumar)**
Pan no. AIDPK0851A

Rajesh Kumar 19/10/12.

2. **(Sri Rajesh Kumar)**
Pan no. ALGPK9405N

Anshul. 19/10/12

3. **(Sri Umesh Kumar Anshul)**

Pan no. AFEPA7375R

Signature of the DEVELOPERS

Drafted by:

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. 201100/-	Amt.Paid By N.J Stamp Paper	Rs. 0/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 201904/-

Registration Fee

FEE PAID

A1	0	C	0	H1b	0	K1a	0	Lii	0
A8	0	D	0	H2	0	K1b	0	Liii	0
A9	0	DD	0	I	0	K1c	0	Mb	0
A10	0	E	250	J1	0	K2	0	Na	54
B	0	H1a	0	J2	0	Li	0		
								TOTAL-	304

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

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

Registering Officer
Patna

Date: 19/10/2012

Endorsement under section 52

Presented for registration at Registration Office, Patna on Friday, 19th October 2012 by Sushila Nand Mehta S/O- Late Tulsi Prasad by profession Others. Status - Executant

S N Mehta 19.10.12

Signature/L.T.I. of Presentant **Date:19/10/2012**

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Manish Kumar' age '28' Sex 'M', 'S/O-Lakshman Prasad Singh', resident of 'South Mandiri, Kathpul, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 19/10/2012

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1, Volume No. 532 on pages on 1 -20 , for the year 2012 and stored in CD volume No. CD-83 year 2012 .The document no. is printed on the Front Page of the document.

Registering Officer
Patna

Date : 19/10/2012

Token No. : 34148 **Year :** 2012 **S.No. :** 33374 **SCORE Ver.3.0** **Deed No . :** 27663