



बिहार BIHAR 2014

Serial No. 12453

23 SEP 2014

पदाधिकारी
भागलपुर

7389

24/10/14

भगवती कामप्रकाश अग्रवाल की अमित

कैजरीवाल तिलकाप्रोमी भागलपुर

5000 रु. 5000 रु. पाँच हजार भाडा

871811

Deed No. 12818

मुद्रांक विक्रेता
अनुज्ञापित सं-08/20
कचहरी, भागलपुरGovt. of Bihar
District Registry Office, Bhagalpur
Summary of Endorsement

This document was presented for registration on 03/11/2014 by Jai Prakash Agrawal
A Stamp Duty of Rs. 674540/- and other Fees of Rs. 21640/- 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. 12818 in Book No. 1, Volume No. 166 on pages
from 176 to 189 and has been preserved in total 14 pages in C.D. No. 26 / Year 2014

Date: 14/11/2014

Token No: 13041 /2014

Signature with Date
(Satyanarayan Choudhary)
Registering Officer, Bhagalpur

DEVELOPMENT AGREEMENT

This agreement is made and entered into on this 3rd Day of November
2014 at Bhagalpur.

1. Sri Jai Prakash Agrawal son of Late Badri Prasad Agarwal and 2. Smt. Bina Devi wife of Sri Jai Prakash Agrawal, Both by faith Hindu (Agrawal) by

SCROLL CHECKED



HAGWATI CONSTRUCTION

PARTNER

District Registry Office, Bhagalpur

Token Number 13041

Reg. Year 2014

Serial Number 12453

Deed Number

PreType	Name	Photo	Thumb	Index	Middle	Ring	Little
Presented By	Jai Prakash Agrawal						
Sig.	<i>Jai Prakash Agrawal</i> 03/11/2014						
Executant	Jai Prakash Agrawal						
Sig.	<i>Jai Prakash Agrawal</i> 03/11/2014						
Executant	Bina Devi Agrawal						
Sig.	<i>Bina Devi Agrawal</i> 03/11/2014						
Executant	Shiv Kumar Agrawal						
Sig.	<i>Shiv Kumar Agrawal</i> 03/11/14						
Executant	Anup Kumar Agrawal						
Sig.	<i>Anup Kumar Agrawal</i> 03/11/14						
Identified By	Vikash Kumar Agrawal						
Sig.	<i>Vikash Kumar Agrawal</i> 03/11/2014						
Claimant	Amit Kejriwal						
Sig.	<i>Amit Kejriwal</i> 03/11/2014						

आदेशानुसार प्राप्तक एवं विक्रेता के द्वारा भूखाने पर भूखंड मोहल्ला-खुजागाँव
होड़ामल, थाना-कौतवाली, वार्ड नं-38, ए.क. 15 का स्थल जॉय किया जाँ-पोपलान्त
जमीन व्यवसायिक प्रीमि के पाई गई जो परती है जो-पोपलान्त जमीन का बहोतरी भूख
63,70,000/- (निरलह लाख सत्तर हजार रुपये) हुआ

सुनील कुमार

24/10/14

occupation business and house wife, resident of mohalla Sujagunj, Toder Mal lane, P.S- Kotwali, Town, Sub Registry & District Bhagalpur, here in after called and/or referred to as "**LAND OWNERS**" (which expression shall unless it is repugnant to the context shall mean and include their heirs, legal representatives, successors and assigns of the **First Part** .

Bino Agrawal
03/11/14

AND

3. **Sri Shiv Kumar Agrawal** s/o of Late Radha Krishna Agrawal by faith Hindu (Agrawal) by occupation business etc., resident of mohalla Sujagunj, Toder Mal lane, P.S- Kotwali, Town, Sub Registry & District Bhagalpur, here in after called and/or referred to as "**LAND OWNER**" (which expression shall unless it is repugnant to the context shall mean and include his heirs, legal representatives, successors and assigns of the **Second Part** .

AND

4. **Sri Anup Kumar Agrawal (Attorney)** s/o Sri Sarwan Kumar Agrawal (being attorney holder by virtue of Power of Attorney dated 22.08.2013 duly registered on 23.08.2013 being deed no. 117 Book No. 4, volume no. 2, C. D. No. 1/ Year 2013 token no. 14333 of Bhagalpur Registry Office, Bhagalpur) both by faith Hindu (Agrawal) by occupation business etc., resident of mohalla Sujagunj, Toder Mal lane, P.S- Kotwali, Town, Sub Registry & District Bhagalpur, here in after called and/or referred to as "**LAND OWNER**" (which expression shall unless it is repugnant to the context shall mean and include his heirs, legal representatives, successors and assigns of the **Third Part** .

Shanku Agrawal
03/11/14

Anup Kumar Agrawal
03/11/14

AND

5. **M/S Bhagwati Construction**, a partnership concern having its place of business at Subhash Chandra Bose Marg (Central Jail Road), P.S- Tilkamanjhi, Town & District Bhagalpur, through its duly authorized partner **Sri Amit Kejriwal**, S/o Late Deoki Nandan Kejriwal, resident of Central Jail Road, P.S. – Tilkamanjhi, Town & District Bhagalpur here-in-after referred to as the "**BUILDER/DEVELOPER**" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its executors, administrators, successors and assigns) of the **Fourth Part** .

BHAGWATI CONSTRUCTION
Amit Kejriwal
PARTNER
03/11/14

WHEREAS the party hereto of the First, Second and Third Part are the owners in possession of their respective plot of land, contiguous to each

other, situated at mohalla Sujagunj, Todarmal Lane, Bhagalpur, more fully described in the schedule A, B and C land here under written, respectively.

AND WHEREAS, the party of the First Part is the owner in possession over an area of 4544 sq. feet land in totality, out of which an area of 4297 sq. ft. as described in schedule A hereunder written is only covered in this development agreement and the Second Party is the owner in possession over an area of 1874 Sq. feet approx. as per schedule B land hereunder written and the Third Party is the owner in possession over an area of 1874 Sq. Ft. approx. as per schedule C land hereunder written, which they were acquired along with their respective mother (now deceased) by means of a registered Arbitration Award dated 10.12.1992, which was duly made a rule of the court by the order of the Subordinate Judge, Bhagalpur.

AND WHEREAS the party hereto of the First, Second and Third Part in the above said manner, owned, seized and possessed or otherwise sufficiently entitled to the lands mentioned above, fully described in the schedule A, B & C here under written respectively, over which their names are separately recorded in the records of Bhagalpur Municipal Corporation as well as in Jagdishpur Anchal.

AND WHEREAS the above said schedule A, B & C landed properties are in exclusive possession of the respective land owners, party of the First, Second and Third Part herein and they have absolute right, title and interest to transfer and otherwise alienate their above said respective lands separately in any manner what so ever.

AND WHEREAS the land owners herein, party of the First, Second & Third Part are interested in getting to develop their schedule A, B & C lands separately, but for better appreciation & utilisation of maximum area of all plots of land as said above and all of the land owners jointly agreed to amalgamate their schedule lands as above excluding the area of south east corner owned by party of the first part, forming it in one big plot of land for its development and for construction of a multi storied residential building thereon as per govt. norms and F.A.R in this regard, as per duly approved/sanctioned map, in the shape of residential flats and parking spaces etc. and other common spaces/area etc., through the builder/developer, party of the fourth part hereto, on the terms and conditions as agreed upon in between them.

AND WHEREAS the Developers/Builder herein, the party of the Fourth Part agreed with the said respective land owners to develop and

Bina Agarwal
02/11/14

Shiv Kumar Agarwal
02/11/14

Shiv Kumar Agarwal
02/11/14

BHAGWATI CONSTRUCTION

Shiv Kumar Agarwal
PARTNER
02/11/14

construct a multi storied residential building over their schedule A, B & C amalgamated lands area, hereunder written, and thereby forming it in one big plot of land for its better appreciation and utility, under the direction of the competent architect and engineer, at its own cost & expenses and on the terms and conditions as agreed upon in between them.

AND WHEREAS the respective land owners hereto further represented to the Developer/Builder hereto that they have not created any encumbrances over the schedule A, B & C lands, nor the same ever notified in acquisition under any statute or ever attached in any court proceeding till date. It is further represented that, they have not entered in to any agreement either separately or jointly for development of the schedule lands or part thereof with any other earlier.

AND WHEREAS as the result of the said negotiation and declarations and on the terms and conditions as settled in between them, it is necessary to reduce the said terms and conditions here-in-after mentioned for development & construction of a multi storied residential building, over schedule A, B & C lands, by amalgamating and forming it in one big plot of land, hence this indenture.

NOW THIS DEED WITNESSETH as follows:-

1. That the respective land owners, party of the First, Second & Third Part hereby assign the party hereto of the Fourth part as **DEVELOPER/BUILDER** of the schedule A, B & C Lands, by amalgamating their lands and forming it in one big plot of land and granted all such rights to develop the same by constructing a multi storied building thereon at its own cost and in the manners, conditions and stipulations here in after written.
2. The developer shall construct the said multi storied residential building as per presently permissible F.A.R and also as per norms and by laws in this regard.
3. That immediately after the execution of this agreement, the developer shall proceed expeditiously with the construction of the proposed building as per the sanctioned plan.
4. That it is further agreed that any alteration or revision of the aforesaid building plan, shall be decided by the developer/builder itself, within the parameters of the permissible rules and by laws.

02/11/14
Bina Agrawal
02/11/14

Shirish Agrawal
02/11/14

02/11/14
Chand Kumar Agrawal
02/11/14

BHAGWATI CONSTRUCTION
02/11/14
PARTNER
02/11/14



5. That total construction of the said built up area of the building shall be divided into two parts, i.e. half and half in between the land owners (jointly) and the builder/developer herein. So far 50% built up constructed area of the building as said above, to be allotted to the land owners(jointly) will be treated as OWNER'S AREA, in which, it is further agreed that half OWNER'S AREA i.e. 25% built up constructed area of the building shall be allotted to the party of the first part and the remaining half OWNER'S AREA i.e. 25% built up constructed area of the building shall be divided in between the party of the second part and the party of the third part as they mutually agree. Rest 50% constructed built up area of the said building shall be treated as DEVELOPER'S AREA and shall be allotted to the developer/builder, party of the Fourth Part, exclusively and absolutely, together with undivided proportionate share in the land area in the above said manner. The above said respective constructed built up area shall be allocated, defined, specified and demarcated as per sanctioned/architect map, mutually by the parties hereto subsequently, and the same shall be reduce in writing in an supplementary agreement duly signed by them, forming part of this agreement.

Provided that the respective land owners and developer shall have right to use and enjoy the roof of the said building jointly and if in the future, local authority shall grant permission to construct upon the future height of the building, the developer hereto shall have exclusive right to construct the same at its own cost & expenses and the respective land owners and developer shall be entitled to get their respective share in the said further constructed area as agreed here in above (i, e 50% and 50%).

6. Further to make it clear, it is said that the said constructed 50% built up owner's area to be allotted in the said multi storied building in between the land owners i.e. party of the First, Second & Third Part in the manner as detailed in para 5 herein above, which shall also be distributed and demarcated mutually in between them as said above.

7. That the respective land owners and the developer/builder hereto or their nominees hereto shall be solely, exclusively and absolutely entitled

03/11/14
Bina Agrawal

03/11/14
Shruti Agrawal

03/11/14
Anurag Agrawal

BHAGWATI CONSTRUCTION

03/11/14
PARTNER
Anurag Agrawal

to their respective demarcated built up, owners area and DEVELOPER'S AREA, in the shape of residential flats, car parking spaces etc., in the said multi storied building to be constructed over the schedule A, B, & C lands along with proportionate undivided land area in the manner as said above. Besides the above they shall be fully entitled to use & enjoy jointly all the common utilities and facilities as provided by the developer/builder, in the said building, like lobbies/passage, common area, stair, lift, water facilities through the common boring and water tank and any other common facilities what so ever therein and also power supply through the transformer if any installed for the said building and further they shall be fully entitled to transfer, convey, sale, grant and otherwise alienate their respective interest/share in any manner and as deemed fit by them to any person, Association of persons, firm, Body corporate etc. on the terms and conditions as may be agreed by them individually.

03/11/14
Bina Agrawal
03/11/14

03/11/14
Shouk Agrawal
03/11/14

8. That the developer/builder hereto agreed to construct and give possession of the respective owners area, party of the First and Second Part within a period of 36 months from the date of execution of this agreement and due to unavoidable reasons if the construction work is not completed within the said stipulated period, the said period be deemed to have extended for a further period of six months.

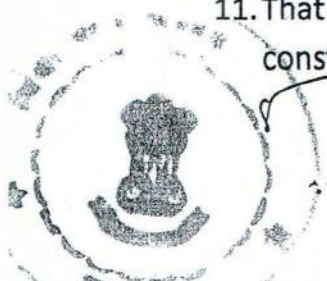
9. That the developer shall develop the said lands and to construct a multi storied building thereon, at its own resources/arrangements and shall alone be responsible for its development etc. Neither any of the land owners nor any person claiming through the said owners shall have any right or interest in the development of the said lands, except in relations to the owners built up area.

03/11/14
Anup Kumar Agrawal
03/11/14

10. That from the date of execution of this agreement, the developer shall be deemed to be in possession of the said landed property and shall be free to do all acts, deeds and things required for the development and construction of the said building at the developer's own resources/arrangement and expenses.

BHAGWATI CONSTRUCTION
03/11/14
PARTNER
03/11/14

11. That the developer shall be entitled to develop the said property, by constructing residential flats, parking spaces and other structures what



so ever required and deems fit and proper by the developer from standard quality materials in all respect and shall finish its flooring with marble/vitrified tiles/any other designer tiles, designer concept toilets, granite top with kitchen, branded cp fittings and sanitary fittings, P.O.P finished walls with ISI marked electrical wires and switches and water supply system etc. in accordance with the approved/sanctioned building as per norms, by laws and F.A.R.

Bina Agrawal
02/11/14

12. That the respective land owners and the developer shall be separately entitle to negotiate and enter into an agreement for sale, alienate or otherwise transfer, convey any unit or units, together with the rights granted to them individually or collectively including proportionate undivided share in the land area in the manner as said above in respect of their respective owners area and DEVELOPER'S AREA duly demarcated and allocated in the manner as said above, wholly or part wise as the case may be and to execute, sign and register and such deed or deeds in this regard to any person(s), association, firm, body corporate etc. under their signature alone. The said deed(s), documents, including sale deed executed by any of the respective party under their signature alone out of their respective allocated/demarcated and defined respective area shall be treated as legal and valid and shall be binding to all of them.

Shree Agrawal
02/11/14

13. That besides the above the respective land owners and developer shall also be entitled to fix and settle any price in respect of their respective unit/units etc. as they deems fit and proper and to realise the price from the concerned person(s) and purchaser(s) whom so ever may be wholly or part by part and to grant valid discharge receipt to him/them accordingly, relating to such deed/document duly executed by the said party and to present the said deed/deeds/documents for its registration before the competent registering authority and to appear before him to admit execution thereof.

Chand Kumar Agrawal
02/11/14

14. That the developers shall not create any charge or encumbrance over the said schedule lands for their own benefit in any manner.

BHAGWATI CONSTRUCTION
PARTNER
02/11/14

15. That during the development and construction works and in the said multi storied building to be constructed by the developer, when ever required to take electric meter and to install separate transformer for



power supply, telephone and disk, internet connection line etc. the developer/builder alone is entitled to obtain such connection/line at its own cost on the application if any under his signature alone, to which the respective land owners also gave consent herewith. But during the construction works, what ever charges shall be payable for the same, the developer/builder shall be liable to pay the same.

Bina Agrawal
02/11/14

16. That in case there be any defect in the title of the respective land owners or there be any liability or any encumbrance over the said landed property, then in such events the developer shall be entitled to have such defects cured at the cost and expenses of the respective land owners.

17. That the developer for the purpose to show the title documents to the Banks or any other authority, shall be entitled to retain copy of all necessary documents and if necessary the respective land owners undertakes to hand over its original as and when required by the developer.

Shubh Agrawal
02/11/14

18. That after delivery of the respective owners built up area to the respective land owners all outstanding in respect of the said property including the proportionate lands of the said building thereon shall be borne and paid by the respective land owners and their nominees proportionately in the proportion of their respective shares in the total built up including the super built up area (the word proportionately with all its variation when ever used in these presents shall mean the proportion in which the parties hereto and/or their nominees acquiring portion of the building are entitled to the covered area including super built up area in the building).

Aditya Agrawal
02/11/14

None of the party or their nominees and/or occupants of the unit/units holder(s) will have any exclusive right, title and interest over the common area and common facilities/utilities, except the right of common use and enjoyment.

BHAGWATI CONSTRUCTION
PARTNER
02/11/14

19. That in case of any dispute or any differences between the parties arising, relating to this development agreement, the same shall be

referred to the arbitrators duly appointed by the parties hereto respectively or by sole arbitrator mutually appointed by the parties hereunder and such arbitration shall be conducted under the provisions of the Indian Arbitration Act 1996 as amended from time to time and the parties shall abide the decision of the said arbitrator(s).

02/11/14
Bina Agrawal
02/11/14

Schedule A

Homestead land, measuring an area of total 4297 sq. feet or say 9.88 decimals, situated at mohalla Sujagunj, Todar Mal Lane, P.S- Kotwali, within Bhagalpur Municipal Corporation, bearing its holding no. 16, in ward no. 29/38 . anchal Jagdishpur, under the Zamindari of State of Bihar, having its Khata no. 199, Khasara no. 97 (part) of survey ward no. 14 under Jamabandi No. 199 and 864, as recorded in survey record, butted and bounded as follows:-

North :- Land of Shiv Kumar Agrawal (2nd Party) & Shrawan Kumar Agrawal (3rd Party)

South :- House of Jai Prakash Agrawal (1st Party) and Kanya Pathsala

East :- Todar mal Lane

West :- House of Anandilal Kasodan

Shiv Kumar Agrawal
02/11/14

Schedule B

Homestead land, measuring an area of total 1874 sq. feet or say 4.31 decimals, situated at mohalla Sujagunj, Todar Mal Lane, P.S- Kotwali, within Bhagalpur Municipal Corporation, bearing part of holding no. 15, in ward no. 29/38 . anchal Jagdishpur, under the Zamindari of State of Bihar, having its Khata no. 199, Khasara no. 104 and 97 Of survey ward no. 14 under Jamabandi No. 638, as recorded in survey record, butted and bounded as follows:-

North :- Land of Mohan Lal Kishorepuria

South :- Land of Sarwan Kumar Agrawal (3rd Party)

East :- Todar mal Lane

West :- House of Anandilal Kasodan

Shrawan Kumar Agrawal
02/11/14

Schedule C

Homestead land, measuring an area of total 1874 sq. feet or say 4.31 decimals, situated at mohalla Sujagunj, Todar Mal Lane, P.S- Kotwali, within Bhagalpur Municipal Corporation, bearing part of holding no. 15, in ward no. 29/38 . anchal Jagdishpur, under the Zamindari of State of Bihar, having its

BHAGWATI CONSTRUCTION
PARTNER
02/11/14

Khata no. 199, Khasara no. 104 and 97 Of survey ward no. 14 under jamabandi No. 637, as recorded in survey record, butted and bounded as follows:-

North :- Land of Shiv Kumar Agrawal (2nd Party)

South :- Land of Jai Prakash Agrawal

East :- Todar mal Lane

West :- House of Anandilal Kasodan

Note :- All schedule lands, covered under the 2nd. Category and the area of schedule A land 4297 Sq. feet, Schedule B land 1874 Sq. Feet and Schedule C land 1874 sq. feet respectively which is presently in one block, having no construction over the same (Total area of all schedule lands comes to 8045 sq. feet equal to 18.50 Decimals which has been given for development under this deed and the same is valued at Rupees Rs. 2,73,00,000.00, over which required stamp for registration of development agreement and registration fee, etc. are being paid. On Commercial value comes to Rs 3,36,70,000/- only.

That the land covered under khata and Khasra as mentioned herein above is neither attracted or involved in any ceiling , Settlement, Bhudaan, Trust and Waqf Board.

In witnesses the parties herein above have signed on this deed on the day, month and year aforementioned in presence of the witnesses:-

Signature of the First Party

Witnesses :-

1. Vijay Kumar Agrawal
S/o SHYAM SUNDER AGRAWAL
TODARMAL LANE, SUSAGANJ
BHAGALPUR - 812002.

1. Sai Ram Agrawal
02/11/14

2. Bina Agrawal
02/11/14
Signature of the Second Party

2. Ashay Agrawal
S/o JAI PRAKASH AGRAWAL
TODARMAL LANE
SUSAGANJ
BHAGALPUR - 812002

3. Shiv Kumar Agrawal
02/11/14

Signature of the Third Party

4. Anandilal Kasodan
02/11/14
Signature of the Fourth Party

5. BHAGWATI CONSTRUCTION

Partner
02/11/14
PARTNER
02/11/14





Shri Anjan Kumar 02/11/14

Shri Anjan Kumar 03/11/14



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. 547000/-
Addl. Stamp duty paid under Municipal Act Rs. 0/-

Amt. Paid By N.J Stamp Paper Rs. 5000/-
Amt. paid through Bank Challan Rs. 563595/-

Registration Fee

LLR + Proc Fee Service Charge

A1	20045	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	1000	J1	0	K2	0	Na	0
B	0	H1a	0	J2	0	Li	0		
TOTAL-									21045

LLR	0	
Proc.Fee	0	550
Total	0	

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 21595

Date: 03/11/2014

Registering Officer
Bhagalpur

Endorsement under section 52

Presented for registration at Registration Office, Bhagalpur on Monday, 03rd November 2014 by Jai Prakash Agrawal Badri Pd. Agarwal by profession Business. Status - Executant

Jai Prakash Agrawal
03/11/2014

Signature/L.T.I. of Presentant

Date: 03/11/2014

Registering Officer
Bhagalpur

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Vikash Kumar Agrawal' age '35' Sex 'M', 'Shyam Sunder Agarwal', resident of 'Todarmal Lane, Sujaganj, Kotwali, Bhagalpur'), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 03/11/2014

Registering Officer
Bhagalpur

Endorsement of Certificate of Registration under section 60

Registered at Registration Office, Bhagalpur in Book No. 1 Volume No. 166 on page no. 176 to 189 for the year 2014 and stored in CD Volume No. 26 , year 2014. The document no. is printed on the front Page of the document.

Token No. : 13041

Year : 2014

S.No. : 12453

SCORE Ver.3.0

Deed No. 12818

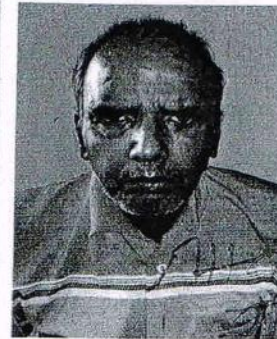
Registering Officer

Scanned By

Computer Operator

Certified that the executant of the power of attorney, namely, Sri Sarwan Kumar Agrawal is alive and this power of attorney is in force till date. Neither the executant has made any other power of attorney earlier in respect of his land covered in this deed nor the said power of attorney is cancelled by the executant.

Drafted by me:-
Oseranjan Kumar
 Advocate
 02/11/14
 Regd No- 570/86



Sri Sarwan Kumar Agrawal
 Bina Agrawal
 02/11/14

Real
 2/11/14

[Handwritten signature]



may witness the
[Signature]
 Chiranjeev Agrawal
 Partner
 02/11/14

Comp. Typed by:-
Ramanur Srinivas
Sujagat, Bheganpur
03/11/2014



BHAGWATI CONSTRUCTION
[Signature]
 PARTNER
 02/11/14



एक हजार रुपये
रु.1000

ONE THOUSAND RUPEES
Rs.1000

सत्यमेव जयते

INDIA

बिहार BIHAR 2015

18 JAN 2015

पञ्चिका
भागलपुर

12502
16/02/15

भगवत/कलकलन द्वारा प्रभात कुमार केजरीवाल
संज्ञक जेला रोड, तिलकामांझी, भागलपुर

P 928699

सुधीर कुमार
मुद्रांक विक्रेता
अनुज्ञापित सं-08/20
कचहरी, भागलपुर



Serial No. 02 Dated 17/2/15

SUPPLEMENTARY AGREEMENT

This agreement is made and entered into on this 17th Day of February 2015, at Bhagalpur.

1. Sri Jai Prakash Agrawal son of Late Badri Prasad Agarwal and 2. Smt. Bina Devi Agrawal Alias Bina Agrawal wife of Sri Jai Prakash Agrawal, Both by faith Hindu (Agrawal) by occupation business and house wife, resident of mohalla Sujagunj, Todar Mal Lane, P.S- Kotwali, Town, Sub Registry & District Bhagalpur, here in after called and/or referred to as "LAND OWNERS" (which expression shall unless it is repugnant to the context shall mean and include their heirs, legal representatives, successors and assigns of the First Part .

AND

Jai Prakash Agrawal

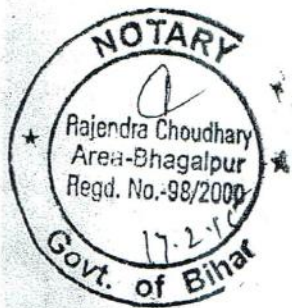
Shivani Agrawal

Page 1 of 8

Bina Agrawal

Bina Agrawal

BIHAGWATI CONSTRUCTION
PARTNER 12/02/15



I, Rajendra Choudhary, Advocate Cum Notary under Notary Act, do hereby authenticate this deed of Supplementary agreement duly executed by Jaiprakash Agarwal, Smt Bina Devi Agarwal & Bina Agarwal, Shrikumar Agarwal Sarwan Kumar Agarwal and Amit Kejariwal authorised partner of M/s Bhagwati Constructors have signed in presence of the witnesses, after going through the contents of this deed.

Rajendra Choudhary
Rajendra Choudhary / 17.2.2015
Advocate
Notary Public
Bhagalpur (BIHAR)

3. **Sri Shiv Kumar Agrawal** s/o of Late Radha Krishna Agrawal by faith Hindu (Agrawal) by occupation business etc., resident of mohalla Sujagunj, Toder Mal Lane, P.S- Kotwali, Town, Sub Registry & District Bhagalpur, here in after called and/or referred to as "**LAND OWNER**" (which expression shall unless it is repugnant to the context shall mean and include his heirs, legal representatives, successors and assigns of the **Second Part**

AND

4. **Sri Sarwan Kumar Agrawal** s/o Late Radha Krishna Agrawal, through his Authorised Attorney Holder namely **Sri Anup Kumar Agrawal (Attorney)** s/o Sri Sarwan Kumar Agrawal (being attorney holder by virtue of Power of Attorney dated 22.08.2013 duly registered on 23.08.2013 being deed no. 117 Book No. 4, volume no. 2, C. D. No. 1/ Year 2013 token no. 14333 of Bhagalpur Registry Office, Bhagalpur) both by faith Hindu (Agrawal) by occupation business etc., resident of mohalla Sujagunj, Toder Mal Lane, P.S- Kotwali, Town, Sub Registry & District Bhagalpur, here in after called and/or referred to as "**LAND OWNER**" (which expression shall unless it is repugnant to the context shall mean and include his heirs, legal representatives, successors and assigns of the **Third Part** .

AND

5. **M/S Bhagwati Construction**, a partnership concern having its place of business at Subhash Chandra Bose Marg (Central Jail Road), P.S- Tilkamanjhi, Town & District Bhagalpur, through its duly authorized partner **Sri Amit Kejriwal**, here-in-after referred to as the "**BUILDER/DEVELOPER**" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its executors, administrators, successors and assigns) of the **Fourth Part**.

WHEREAS the party hereto of the First, Second and Third Part are the owners in possession of their respective plot of land, contiguous to each other, situated at mohalla Sujagunj, Todarmal Lane, Bhagalpur, more fully described in the schedule A, B and C of the registered development agreement dated 3rd Day of November 2014, duly executed and registered in between them, incorporating all the terms and conditions as agreed upon in between them, for development of their said land.

AND WHEREAS as per terms & conditions of the said development, the party of the Fourth Part as developer shall construct a multi storied building over the said plot of land at its own cost and in consideration of the said construction works, the developer shall get 50% share in the total constructed area - of the said building (excluding the area of common



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Sri Sarwan Agrawal

Bina Agrawal

Sri Anup Agrawal

Sri Amit Kejriwal

space, lobby, stair case, lift and any other open area of the land, what so ever retained for utility purposes) and 50% area of car parking space, together with an undivided proportionate share in the said land on pro rata basis and the remaining 50% share in the total constructed area - of the said building etc., shall be retained by the land owners jointly, which shall also be divided amongst the land owners, i, e the party of the First, Second and Third Part as per their respective area of the land under development. The constructed area to be allotted to the respective land owners shall be called LAND OWNER'S AREA and the remaining 50% area allotted to the developer/builder shall be called DEVELOPER'S AREA.

AND WHEREAS as per said terms and conditions, it was further agreed in between them, that the said respective Land Owner's area and Developer's area of the building shall be allocated, defined, specified and demarcated as per sanctioned/architect map, mutually by the parties concerned subsequently, which shall be reduced in writing in an supplementary agreement duly signed by them, forming part of the said development agreement.

AND WHEREAS the developer and land owners hereto have duly mutually settled/finalised and demarcated, allocated and specified their said land owner's area and developer's area to be constructed in the said building as per building plan/map and the said owner's area is also divided separately amongst the land owners as per their respective area of the land, involved for the said building purposes, therefore it is necessary to execute a supplementary agreement in this regard, so that any analogy may not be happen in future, in between them, in respect of the constructed area/unit in the said building, exclusively and absolutely defined, allocated and demarcated therein and that each of the party hereto shall be fully entitle to exercise their right as exclusive and absolute owner, over their separate defined/demarcated owner's and developer's area of the said building, hence this Indenture.

NOW THIS DEED WITNESSETH as follows:-

1. That as per said separate final allocated/demarcated and defined respective land owner's and developer's area in multi storied building to be constructed in Ground, 1st to 3rd floor (Total built up area to be constructed in all the floors, including Ground floor is 18534.47 sq. feet, excluding car parking space area), over the said land by the developer herein, party of the Fourth Part. The land owners defined and allocated/demarcated 50% land owner's area, which comes to 9267.24 Sq. feet, out of the total built up constructions to be made in the said building,

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PARTNER

Bina Agrawal

Shiv Agrawal

[Signature]

which has also been divided in between the land owners as per their respective land area in floor wise, in the shape of unit/flat etc. as per mutual consent in the following manner.

2. That out of the 50% above said built up constructed land owner's area of the said building, i.e. 9267.24 sq. Ft., (i) Sri Jai Prakash Agrawal and Smt. Bina Devi Agrawal, jointly, party of the First Part is hereby entitle and allotted an area of 4633.62 sq. Ft., out of which they have been exclusively and absolutely allotted one residential flat no. 204 covering its built-up area of 1267.74 sq. ft. in Second Floor and two residential flats in Third floor, bearing flat nos. 301 and 304 adjoining to each other covering an area of total of both the flats 2767.89 sq. ft., together with 3 Car parking spaces in Ground floor area and proportionate undivided share in the land area on pro rata basis, together with common right to use and enjoy the common facilities and utilities attached with the said building, including stair case, lift, generator, power and water supply line etc. The said party of the First Part now shall have full right and authority to deal separately the above said allocated and defined share allotted to them jointly exclusively and absolutely, being its rightful owners and they shall have full right and authority to deal separately, alienate, transfer and sale the same in any manner to any one and to utilise the sale proceeds and usufruct thereof absolutely, without any obstruction and permission of any other land owners or developer whomsoever. Any other land owners or developer shall have no right, claim or authority to raise any objection in any manner therein, the said constructed land owner's area of the building shall be treated as the exclusive and absolute property of the party of the First Part. The total area exclusively allotted to the said land owners in respect of the above said three flats comes to an area of 4035.63 sq. Ft. whereas the total allotted area as per the share of the party of the first part is 4633.62 sq. ft. Therefore the balance area of 597.99 sq. Ft. shall be adjusted in a common flat to be retained by the respective parties jointly herewith as detailed hereunder.

3. That out of the remaining land owner's share built up area, Sri Shiv Kumar Agrawal, party of the Second Part is hereby entitle an area of 2316.81 sq. Ft., out of which area the party of the second part has been allotted exclusively two residential flats (One Flat no. 102 at first floor covering an area of 1271.88 and the other flat no. 104 at first floor covering an area of 1266 sq. Ft.) Total area 2537.88 sq. ft. and 2 (two) number of car parking spaces in the Ground Floor space and proportionate undivided share in the land area on pro rata basis, together with common right to use and enjoy the common facilities and utilities attached with the said building, including stair case, lift, generator, power and water supply



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line etc. Thereby the total allotted area in respect of the above said two flats exceeds an area of 221.07 sq. ft. from the land owner's area out of the share of the party of the second part, and regarding the said excess area, it has been mutually decided in between the party of the second part and Sri Sharwan Kumar Agrawal (the party of the third part) that the said excess area shall be adjusted in the allotted land owner's area out of the share of the party of the third part. The said party of the Second Part now shall have full right and authority to deal separately, the above said allocated and defined share allotted to him exclusively and absolutely, being its rightfully owner and shall have full right and authority to deal, alienate, transfer and sale the same in any manner to any one and to utilise the sale proceeds and usufruct thereof absolutely, without any obstruction and permission of any other land owners or developer whom so ever may be. Any other land owners or developer shall have no right, claim or authority to raise any objection in any manner therein, the said constructed land owner's area of the building shall be treated as the exclusive and absolute property of the party of the Second Part.

4. That after adjustment of the land owner's area allotted exclusively to party of the first part and the party of the second part, out of the balance owner's share area, Sri Sharwan Kumar Agrawal, party of the Third Part (through its registered and duly authorised Attorney holder Sri Anup Kumar Agrawal), is hereby entitle an area of 2316.81 sq. feet, out of which area the party of the third part has been allotted exclusively one residential flat no. 101 at first floor covering an area of 1486.42 sq. ft. and an area of 221.07 sq. ft. has been also adjusted towards the excess area allotted to Sri Shiv Kumar Agrawal, party of the second part as per mutual arrangements in between both of the parties. Thus out of allotted area of 2316.81 sq. ft., an area of total 1707.49 sq. ft. has already been exclusively allotted and adjusted towards the residential flat no. 101 and the excess area allotted to Sri Shiv Kumar Agrawal, party of the second part. The balance area of 609.32 sq. ft. shall be adjusted exclusively in the share of party of the third part, out of the common flat area to be retained by the respective parties jointly herewith as detailed hereunder. Besides the above, Sri Sharwan Kumar Agrawal, the party of the third part has been allotted and allowed 1 (one) number of car parking spaces in the Ground Floor space and proportionate undivided share in the land area on pro rata basis, together with common right to use and enjoy the common facilities and utilities attached with the said building, including stair case, lift, generator, power and water supply line etc. The said party of the Third Part now shall have full right and authority to deal separately, the above said allocated and defined share allotted to him exclusively and absolutely, being its rightfully owner and shall have full right and authority to deal, alienate, transfer and sale the same in any manner to any one and to

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utilise the sale proceeds and usufruct thereof absolutely, without any obstruction and permission of any other land owners or developer whom so ever may be. Any other land owners or developer shall have no right, claim or authority to raise any objection in any manner therein, the said constructed owner's area of the building shall be treated as the exclusive and absolute property of the party of the Third Part.

5. That so far the remaining 50% developer's area in the said building is concerned, M/s Bhagwati Construction, the party of the Fourth Part is hereby entitle an area of 9267.24 sq. ft., out of which the said developer firm has been exclusively allotted total seven residential flats as detailed hereunder

- i. Flat No. G1 on the ground floor having built up area 1405.47 sq. ft.
- ii. Flat No. G2 on the ground floor having built up area 1213.66 sq. ft.
- iii. Flat No. 103 on the first floor having built up area 1269.37 sq. ft.
- iv. Flat No. 202 on the second floor having built up area 1267.25 sq. ft.
- v. Flat No. 203 on the second floor having built up area 1262.36 sq. ft.
- vi. Flat No. 302 on the third floor having built up area 1276.81 sq. ft.
- vii. Flat No. 303 on the third floor having built up area 1288.77 sq. ft.

That out of the developer's 50% share area, in the above said seven residential flats, the total built up area allotted is 8983.55 sq. ft. The balance allotted area of 283.55 sq. ft. shall be adjusted in a common flat to be retained by the respective parties jointly herewith as detailed hereunder.

Besides the above, the developer firm, party of the fourth part has been allotted 7 (seven) number of car parking spaces in the Basement/Ground Floor space and proportionate undivided share in the land area on pro rata basis, together with common right to use and enjoy the common facilities and utilities attached with the said building, including stair case, lift, generator, power and water supply line etc. The said party of the Fourth Part now shall have full right and authority to deal separately, the above said allocated and defined share allotted to the said firm exclusively and absolutely, being its rightful owner and shall have full right and authority to deal, alienate, transfer and sale the same in any manner to any one and to utilise the sale proceeds and usufruct thereof absolutely, without any obstruction and permission of any other land owners whom so ever may be. land owners either jointly or severally shall have no right, claim or authority to raise any objection in any manner therein, The said constructed Developer's area of the building shall be treated as the exclusive and absolute property of the party of the Fourth Part.



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Bina Agrewal

Shri M. Agrewal

Bina Agrewal

6. That it is also mutually agreed in between the parties herein, that each of the party hereto shall have full right, authority and power to deal their separate exclusive allocated and defined allotted respective land owner's and developer's area out of their respective flats as detailed here in above of the said building etc., either to let out or sale, alienate or otherwise transfer any right therein and/or to deal with the same in any other manner with any one and also to utilise sale proceeds and usufruct the same, if any, exclusively and absolutely, without any further consent and permission of any other party and to execute any agreement(s), sale deed(s) or any other transfer deed(s) or any other document /documents /papers etc. in this regard separately, without joining any other party herein.

7. That if any such deed/deeds/documents/papers what so ever is executed or registered by the concerned party separately in favour of any one without joining any other party in respect of his/their separate allotted and defined share as said detailed here in above or part thereof shall be treated as valid and legal before any court of law or any other proceeding.

8. That in view of the above said exclusive allotment and adjustment of the flats area out of the land owner's allotted area and developer's allotted area, the balance area of 597.99 sq. Ft. allotted to Sri Jai Prakash Agrawal and Beena Devi Agrawal jointly, party of the first part, and the balance area of 609.32 sq. ft. allotted to Sri Sharwan Kumar Agrawal, party of the third part, and the balance area of 283.55 sq. ft. allotted to M/s Bhagwati Construction, party of the fourth part remained left to be adjusted in a common residential flat retained in common hotchpotch out of a residential flat no. 201 at second floor covering its built up area of 1490.85 sq. ft. together with one car parking space in the ground floor and proportionate undivided share in the land area on pro rata basis, together with common right to use and enjoy the common facilities and utilities attached with the said building, including stair case, lift, generator, power and water supply line etc. So that, on sale of that flat by the developer firm, party of the fourth part to the intending purchaser(s), the sale proceeds thereof shall be distributed amongst them as per their share area left to be adjusted in their respective residential flats area. The developer firm, party of the fourth part is hereby fully authorised by all the parties to negotiate and finalize the sale of the said residential flat no. 201 for any consideration amount as he fits proper with any of the purchaser or purchasers whom so ever maybe and receive the entire sale consideration amount there from in his name and thereafter distribute the said amount as per the allotted area left to be adjusted of the respective parties as detailed herein above and further authorised exclusively the

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Bina Agrawal

Shashi Agrawal

[Signature]

developer firm to sign, execute and register any such agreement and sale deed(s) and to present and register the same before the registrar / sub-registrar Bhagalpur in favour of the intending purchaser(s).

Note: It maybe clear here that the area left to be adjusted of the respective parties, i.e., party of the first part, party of the third part and the party of the fourth part, total area comes to 1490.85 sq. ft. whereas the flat no. 201 of second floor area wherein the respective parties shall be adjusted is also 1490.85 sq. ft., which is equal to the area and therefore this flat has been kept in common hotchpotch.

9. That the parties hereto are fully satisfied with the said allotment and demarcation of their respective owner's and developer's area of the said building separately as the same has been made with the mutual consent, of the parties hereto, without any pressure or undue influence.

In witnesses whereof the parties hereto have signed on this indenture on the day, month and year aforementioned in presence of the witnesses after going through recitals made herein above.

WITNESSES

1.

PRABHAT KR KEJRIWAL
50 LATE ATMA RAM KEJRIWAL
CENTRAL SOIL ROAD
BHAGALPUR-812002

Sig. of the Party of the First Part

[Signature]

Bina Agrawal

(Land Owners)

Sig. of the Party of the Second Part

Shashi Agrawal

(Land Owner)

Sig. of the Party of the Third Part

[Signature]

(Land Owner)

Sig. of the Party of the Fourth Part

Attested & Authenticated

BHAGWATI CONSTRUCTION

[Signature]

PARTNER

(Developer)

[Signature]
Rajendra Choudhary

Rajendra Choudhary 17.2.15

Advocate

Notary Public

Bhagalpur (BIHAR)

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Comp/Typed by

17/2/15

