

## ANNEXURE "B" TO THE INDEPENDENT AUDITOR'S REPORT

Report on the Internal Financial Controls under Clause (f) of Sub-section 3 of Section 143 of Companies Act, 2013 ("the Act")

We have audited the internal financial controls over financial reporting of **ROYAL PREMIUM DEVELOPERS PRIVATE LIMITED** ("the company") as of March 31, 2017 in conjunction with our audit of the standalone financial statements of the Company for the year ended on that date.

### **Management's Responsibility for Internal Financial Controls**

The Company's management is responsible for establishing and maintaining internal financial controls based on "the internal control over financial reporting criteria established by the company considering the essential components of internal controls stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute Of Chartered Accountants Of India". These responsibilities include the design, implementation and maintenance of adequate internal financial controls that were operating effectively for ensuring the orderly and efficient conduct of its business; including adherence to company's policies, the safeguarding of its assets, the prevention and detection of frauds and errors, the accuracy and completeness of the accounting records, and the timely preparation of reliable financial information, as required under the Companies Act, 2013.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on the Company's internal financial controls over financial reporting based on our audit. We conducted our audit in accordance with the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting (the "Guidance Note") and the standards on Auditing, issued by ICAI and deemed to be prescribed under section 143(10) of the Companies Act, 2013, to the extent applicable to an audit of internal financial controls, both applicable to an audit of Internal Financial Controls and, both issued by the Institute of Chartered Accountants of India. Those Standards and the Guidance Note require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether adequate internal financial controls over financial reporting was established and maintained and if such controls operated effectively in all material respects.

Our audit involves performing procedures to obtain audit evidence about the adequacy of internal financial control system over financial reporting and their operating effectiveness. Our audit of internal financial controls over financial reporting included obtaining an understanding of the internal financial controls over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatements, whether due to fraud or error.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the Company's internal financial control system over the financial reporting.

### **Meaning of Internal Financial Controls Over Financial Reporting**

A company's internal financial control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for

  
For Royal Premium Developers Pvt. Ltd.



**ROYAL PREMIUM DEVELOPERS PRIVATE LIMITED**

(CIN: U45200WB1995PTC188790)

**BOARD'S REPORT FOR THE FINANCIAL YEAR 2017-18**

To,  
The Members,

Your directors have pleasure in presenting their 23<sup>rd</sup> (Twenty Third) Board's Report on the business and operations of the company together with the audited statement of accounts for the year ended 31<sup>st</sup> March, 2018.

**Financial Highlights**

During the year under review, performance of your company is as under:

(Amount in Rupees)

Particulars	Year ended 31 <sup>st</sup> March, 2018	Year ended 31 <sup>st</sup> March, 2017
Revenue from operation	47202601.00	77009000.00
Other Income	9737067.00	8129861.00
<b>Total Revenue</b>	<b>56939668.00</b>	<b>85138861.00</b>
Less: Expenses	53821676.00	82982541.00
<b>Profit/(Loss) before tax</b>	<b>3117993.00</b>	<b>2156320.00</b>
Less: Tax Expenses	1203567.00	812951.00
<b>Profit/Loss for the year</b>	<b>1914427.00</b>	<b>1343369.00</b>

**State of the Company's affairs and future outlook**

The Networth of company is Rs. 67,74,413/-. This will help in generation of internal resources for funding expansion plans of Company. Your director has drawn your attention to the Financial Statements for further details.

To improve growth in the company's business and to meet future challenges, the company working on strategic plan which will steer the company towards a new heights.

**Web link of Annual Return**

The Company does not maintain any website.

**Number of meetings of the board**

During the year under review 6 (SIX) meetings of the board of directors of the Company were held.

  
For Royal Premium Developers Pvt. Ltd.



Govt. of Bihar  
Sub Registry Office, Danapur

Summary of Endorsement

This document was presented for registration on **30/04/2019** by **Nirmala Devi**. A stamp duty of Rs. **254500/-** and other fees of Rs. **21000/-** 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. **5585** in Book No. **1**, Volume No. **112** on pages from **25** to **46** and has been preserved in total **22** pages in C.D. No. **17** / Year **2019**

6073/2019

*[Signature]*  
Signature with Date:  
(Aparna Shiva)  
Registering Officer, Danapur

30/04/2019

Token No: 6073 /2019

51  
29/4  
कोल-गौडा  
12/4/19

5684  
30/4/19

दस्तावेज में दर्ज की गई जानकारी का सत्यापन करने के लिए प्रकृति को सत्यापन के लिए सहायक के पास भेजा गया है।  
29/4/19

शेक सूची/ खरारा पंजी/ शेक लिस्ट में संशोधन किया  
29/4/19

*[Signature]*

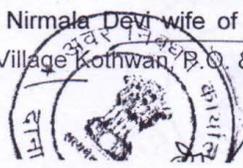
DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT IS MADE ON THIS THE 29<sup>th</sup> DAY OF April 2019, AT PATNA.

BETWEEN

Mrs. Nirmala Devi wife of Mr. Sudhir Kumar Singh, resident of Village Kothwan, P.O. & P.S. Khagaul, District

दस्तावेज जांचा  
29/4/19



*[Signature]*  
For Royal Premium Developers Pvt. Ltd.

Royal Premium Developers Pvt. Ltd.  
29/4/2019  
Director

Sub District Registry Office, Dausari

Registration Number 6073 Reg. Year 2019 Serial Number 5805

Name: Rajesh Kumar Gupta (M.Dir. Royal Premium Developers Pvt Ltd)



Signature: Rajesh Kumar Gupta 30/4/19

Registered By: Nirmala Devi



Signature: Nirmala Devi 30/4/19

Occupant: Nirmala Devi

X Photo X Thumb X Index X Middle X Ring

Registered By: Anup Kumar Mishra

Anup Kumar Mishra



Signature: Anup Kumar Mishra 30/4/19

Powered by IL&FS Technologies Ltd. Biometric Captured By 28



Signature: Nirmala Devi 29/4/2019

Patna, presently residing at Vivekanand Path, North S.K. Puri, Near Gitanjali Path Lab, P.O. & P.S. Shri Krishnapuri, District Patna, by Nationality-Indian, hereinafter referred to "OWNER" (which term unless excluded by or repugnant to the context shall mean and include their heirs, executors, administrators, legal representatives, successors and assigns) of the One part.

PAN: ADYPD5739N Mob. 8789306014

Aadhar No. 3580 8827 4790

AND

**M/S ROYAL PREMIUM DEVELOPERS PVT. LTD.**

Registered under Company Act 1956, having its registered Office at "Usha Complex", Opposite Old Tiwari Bechar Petrol Pump, Main Road, Kankarbagh, Patna-800020, represented by its Managing Director Mr. Rajesh Kumar Gupta son of Mr. Dasrath Kumar Gupta, by Nationality-Indian, herein after referred to "DEVELOPER" (which term unless excluded by or repugnant to the context shall mean and include its/his heirs, executors, administrators, legal representatives, successors and assigns) of the OTHER PART.

PAN: AACCR3603D Mob. 9304896836

Aadhar No. 8641 8967 1063

WHEREAS, the property more fully described in schedule-A of this deed is the purchased property of Babu Janki Prasad Singh son of Late Babu Ram Baran Singh, resident of Village Kothwan, P.S. Danapur, now P.S. & P.O. Khagaul, District Patna by virtue of registered sale deed, bearing Deed No. 4455 in Book No. 1 dated 10.11.1941, which was registered at Danapur-Registry office measuring an area of 50 Decimals. Under Thana No. 38, Tauzi No. 5252, Khata No. 41, Plot No. 672, Mauza- Hardaspur, P.S. Danapur, District Patna purchased Tusar Ram son of Mahabir Ram & others, resident of village Kothwan, P.S.



*Anna*  
For Royal Premium Developers Pvt. Ltd.

Royal Premium Developers Pvt. Ltd.  
*Rajesh Kumar Gupta*  
29/4/19 Director

*Rajesh Kumar Gupta*  
29/4/2019

Danapur, District Patna and from the date of purchased the said Janki Prasad Singh, owned and possessed the same as absolute owner thereof.

AND WHEREAS, the said Janki Prasad Singh gifted away the said property along with other properties on 04-08-1998 to Nirmala Devi wife of Sudhir Kumar Singh, of Kothwan, P.S. Khagaul, District Patna as Deed No. 1569/98 which was registered at Mumbai thus the said Nirmala Devi accepted the said gift and she came in peaceful possession over the same as absolute owner thereof.

AND WHEREAS, the said Nirmala Devi also deposited deficit stamp duty before the registry office Patna on 27.05.2011 and was recorded in the office of District Sub Registrar Patna as Serial No. 544 dated 27.05.2011 for regularization of the said Registered Deed.

AND WHEREAS, the said Land owner measured the land through Ameen in that measurement and possession area become shortage and come 42.25 Decimals only and the said Nirmala Devi is in Possession of 42.25 Decimals land inspite of 50 Decimals.

AND WHEREAS the revenue rent receipt has been issued in her name from Circle office Danapur vide its **Jamabandi No. 1577** and land possession certificate also issued in her name vide its **reference No. 0162 dated 29.01.2018**

AND WHEREAS, the owner covenant that the aforesaid property measuring an area of 42.25 Decimals is in her exclusive possession with absolute right, title and interest and the same is free from all encumbrances, debts, lien, charges and attachments and in marketable condition and have in herself good right, full power and absolute authority and title to transfer in the whole or part of the said property as per schedule owned and possessed the same and she came and remained in peaceful physical and exclusive possession over the same as absolute owner.

Royal Premium Developers Pvt. Ltd.  
Janki Prasad Singh  
29/4/2019 Director

Revenue Off  
29/4/2019



*Ameen*  
For Royal Premium Developers Pvt. Ltd.

AND WHEREAS the owner of the first part is thus the absolute owner of the land referred above and now it have been agreed between the parties that the second party the DEVELOPER undertake to make construction of multi storied building over the land fully described in Schedule-1 of this deed after approval of the map by the competent authority over the proposed area and the share will be divided between the land owner and the DEVELOPER as 50% Land owner and 50% Developer share respectively in the built-up area and parking space etc. and now landowner are entitled and competent to execute the present Deed Of Development Agreement.

**NOW THESE PRESENCE WITNESSETH AS FOLLOW:-**

1. That the DEVELOPER second party has agreed to develop and construct at its own account multistoried residential building on the said property fully described in schedule-I below at their own account and expenses and with their own resources after obtaining all the requisites clearance, permission, sanction and approvals.
2. That immediately after the execution of this development agreement, the DEVELOPER shall expeditiously get a plan prepared in order to obtain maximum benefit for the Owner and the DEVELOPER under the provision of RERA which has been effective from 01.05.2017.
3. That the Owner shall have no objection if the aforesaid building plans are submitted to the local authority in the name of the owner or any other permissions, approvals are obtained in their names and agreed to sign all such papers that may be deemed necessary by the owner and DEVELOPER for the same. However all fees, cost, charges and expenses relating to such approvals / sanctions shall be borne by the DEVELOPER of its/his account.
4. That it is further agreed any alteration or revision of the aforesaid plans within the parameters of Dissolved Patna

Royal Premium Developers Pvt. Ltd.  
Director

29/4/2019



*Arising*  
For Royal Premium Developers Pvt. Ltd.

Municipal Corporation Patna/Competent Authority and if there is an increase in F.A.R., during the period of the construction or before, the share of the constructed area of the owner shall be proportionately increase.

5. That the owner within 30 days of the date of execution of this agreement shall put the DEVELOPER in actual peaceful possession of the said property described in Schedule-1 herein to enable the DEVELOPER to take up and proceed with the development, planning, and construction of the said building in terms of this agreement and the sanctioned plan and any other terms agreed upon.

6. That it has been agreed between the parties that the Second Party DEVELOPER shall complete the construction work within a period of **Two Years Six months plus with grace period of 6 months** grace from the date of sanction of plan from the competent authority.

7. That the proportionate share of the landowner and DEVELOPER in the built up area of the Project shall be in the ratio of 50% is to 50%. That is to say the share of the landowner shall be 50% of the built-up area distributed is several floor of multi-storied building and the rest 50% area shall be Developer's share.

8. That as consideration of 50% of the undivided share in the said property to be conveyed/transferred by the owner to the DEVELOPER or its nominee, in terms of the agreement, the DEVELOPER agrees to deliver and give possession to the owner 50% of the total built-up area of the said building to be constructed by the DEVELOPER at its own account on the said property hereinafter called the owner Area. The balance of 50% of the total built-up area shall belong to the DEVELOPER and shall hereafter be called the Developer's area to which it alone shall be entitled to, for having constructed the entire building at its own cost and expenses. The DEVELOPER shall not be liable to get

Royal Premium Developers Pvt. Ltd.  
29/4/19  
Director

29/4/2019

*Handwritten signature*  
For Royal Premium Developers Pvt. Ltd.

any amount or expenses incurred by it on any account or in the construction of the aforesaid from the owner in lieu of the aforesaid owner area.

9. That the owner may at their own sweat will agree to sell, convey, transfer and/or assign to the DEVELOPER and/or its nominee(s) including a co-operative Housing Society, Association of persons, Firm, Body corporate etc. free from attachments charges, and encumbrances 50% percent undivided share in (his share) the said property.

10. That the owner and their nominees shall solely and exclusively be entitled to the owner's area and he shall have absolute right, title and interest over the owner's area and shall be fully entitled to sue and enjoy the same either themselves, individually or collectively or shall be fully entitled to transfer, convey, grant, otherwise, alienate its/his interest, in any manner as deemed fit by them to any person. Associations of persons, firms, Body corporate, Co-operative society, Government agencies etc. on such terms and conditions as may be decided by the owner individually or collectively.

11. That the owner will always keep the DEVELOPER indemnified against all claims arising out of all its/his actions committed in the past, present or future with regards to the said property over which the said Multistory building complex proposed thereon.

12. That the DEVELOPER and/or nominee shall solely and exclusively be entitled to the Developer's area, and they shall have absolute right, title and interest over the developed area and they shall be fully entitled to transfer, convey, grant, otherwise alienate there interest, in any manner as deem fit by his/its to any person, Association of societies, Government Agencies, etc. on such terms and conditions as may be decided by the DEVELOPER or its nominees individually or collectively.

Royal Premium Developers Pvt. Ltd.  
 Director

For Royal Premium Developers Pvt. Ltd.



20/4/2019

13. That the DEVELOPER agrees to construct, and give possession of the owner's area to the owner after completing within a period of **Two Years Six months plus with grace period of 6 months** grace from the date of sanction of plan from the competent authority and the construction shall be **Two Years Six months** Plus with the grace period of Six months. It is reasonably expected that the DEVELOPER will be able to complete the entire construction of the aforesaid building within the stipulated period.

14. That the aforesaid Project schedule is subject to force major clause i.e. fire, tempest, floods, inclement or any other acts of God.

15. That it is hereby expressly, irrevocably and irretrievably agreed and declared by the owner that delivery of possession of 50% of the total super built-up area of the aforesaid building in manner provided herein shall from and always be deemed to form fair, reasonable, and adequate consideration for 50% or the undivided share in the aforesaid property agreed to be conveyed as herein above by the owner to the DEVELOPER and or its nominee.

16. That the owner shall at no time demand any sum or premium or any interest in any dealing regarding sale of Developer's area and the owner shall execute all such deeds and documents as may be required by the developer's in this regard.

17. That the owner or their nominees will not interfere in the execution of the work nor put any hindrance in any of the activities of the DEVELOPER in development, construction and sale of the aforesaid project. The land owner and their nominees shall jointly have undivided right, title and interest over the total land of the said property in her respective shares of 50% of the owner and 50% of the DEVELOPER after being conveyed as aforesaid subject to the provisions of the clause of the agreement.

Royal Premium Developers Pvt. Ltd.  
Director

29/4/2019

*[Signature]*  
For Royal Premium Developers Pvt. Ltd.



13. That the DEVELOPER agrees to construct, and give possession of the owner's area to the owner after completing within a period of **Two Years Six months plus with grace period of 6 months** grace from the date of sanction of plan from the competent authority and the construction shall be **Two Years Six months** Plus with the grace period of Six months. It is reasonably expected that the DEVELOPER will be able to complete the entire construction of the aforesaid building within the stipulated period.

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16. That the owner shall at no time demand any sum or premium or any interest in any dealing regarding sale of Developer's area and the owner shall execute all such deeds and documents as may be required by the developer's in this regard.

17. That the owner or their nominees will not interfere in the execution of the work nor put any hindrance in any of the activities of the DEVELOPER in development, construction and sale of the aforesaid project. The land owner and their nominees shall jointly have undivided right, title and interest over the total land of the said property in her respective shares of 50% of the owner and 50% of the DEVELOPER after being conveyed as aforesaid subject to the provisions of the clause of the agreement.

Royal Premium Developers Pvt. Ltd.  
Director

29/4/2019

*[Signature]*  
For Royal Premium Developers Pvt. Ltd.



18. That the owner hereby irrevocably undertake not to sell, ~~dispose off alienate, encumbrance,~~ lease or otherwise, transfer the said property or any part thereof during the continuation of this agreement and undertake not to do any act, deed matter, or things as shall be in breach of the terms of this agreement. The owner shall at no point of time during the continuation of this agreement dispossess the DEVELOPER from the said property.

19. That the DEVELOPER shall develop the said property at its own account and name and shall alone be responsible ~~for the development of the said property~~ and neither the owner nor any other persons claiming through the owner shall have any right or interest in the development of the said property except in relation to the owner area, as specified above and the DEVELOPER shall not deviate from the approved plan of Dissolved Patna Municipal Corporation Patna/Competent Authority.

20. That after taking possession of the said property the DEVELOPER shall be free to do all acts, deeds and things required for development and ~~construction of the said building~~ at the Developer's own account and expenses, as per sanctioned plan of the Dissolved Patna Municipal Corporation Patna/Competent Authority. Any deviation from the approved plan if made by the DEVELOPER, the DEVELOPER shall be solely responsible for the same and any kind of deviation will be used by the Developer only and the landowner's have no any share in the deviation portion of the building and the land owner have no concern if any litigation arose then the developer will face with the concerning authorities .

21. That the DEVELOPER shall be entitled to develop the said property by construction thereon or more building consisting of dwelling units, flats, parking spaces and other

Royal Premium Developers Pvt. Ltd.  
Dipak K. Srivastava  
29/4/2019  
Director

प्राथमिक  
29/4/2019

  
For Royal Premium Developers Pvt. Ltd.  


structures in accordance with building plans approved by the owner and sanctioned by the Patna Municipal Corporation Patna/Competent Authority/ Local authorities as stated herein above.

22. That the DEVELOPER shall be entitled to enter into agreements for sale, or otherwise allot flats, parking spaces comprised in the Developer's area in the said building which is 50% of the total super built-up area and which does not form part of the owner's area. Whenever required by the DEVELOPER the owner will join as confirming party in all such agreements, sale deeds, deed of allotment etc. The DEVELOPER may enter into and shall exclusively be entitled to realize all amounts receivable under such agreement, sale deeds, deeds of allotments etc. for development and construction of the said building and for its all use.

23. That similarly the owner shall be fully entitled to enter into agreement for sale or otherwise allot flats, parking spaces comprised of the owner's area in the said building which 50% of the total super built-up area and which does not form part of the Developer's area. Whenever required by the owner's the DEVELOPER will join as confirming party in all such agreements, sale deeds, deed of allotment etc. The owner may enter into and the owner shall exclusively be entitled to realize all amounts receivable under such agreement, sale deeds, deeds of allotments etc. for its/his all use.

24. That The Developer shall have the right to construct any portion or put up additional structures on such roof or terrace of the building and the construction shall be the sole and exclusive property of the Land Owner and Developer and they will shared at the ratio of 50% Land Owner and 50% of the Developer in the additional constructed portion if

Royal Premium Developers Pvt. Ltd.  
Cr. Sub V  
29/4/19  
Director

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29/4/2019

For Royal Premium Developers Pvt. Ltd.



any and shall be entitled to deal with or dispose-off in such manner as the Developer may deem fit.

25. The landowner agree and undertake that he shall execute Registered Development Agreement according to Bihar Ownership Apartment Act 2006, and Bihar Ownership Apartment Rules 2006, and in this Act there is further no need of Power of Attorney in favour of DEVELOPER and/or its nominee or nominees so that no hindrance or obstruction is caused to the DEVELOPER in carrying out and discharge its obligation under these present and thereby giving the DEVELOPER right and authority to have any enjoy peaceful possession of the said property and to do all such acts, and/or things that may be necessary for the Development, planning, constructing of the said building and sale of the developer's area. It is however expressly agreed that understood between the parties that the aforesaid general power of attorney shall be governed by the provisions of this Development Agreement and in case of any conflict between provisions of the aforesaid power of attorney and this development agreement, the provisions of the letter shall prevail.

Royal Premium Developers Pvt. Ltd.  
*[Signature]*  
Director

26. Share Distribution between land owner & Developer

Developer Share <i>फ्लोरिंग शेअर</i>	Land Onwer Share
1 <sup>st</sup> Floor 1,2,3,4,5 (BACK)	1 <sup>st</sup> Floor 6,7,8,9,10 (FRONT)
2 <sup>nd</sup> Floor 6,7,8,9,10 (FRONT)	2 <sup>nd</sup> Floor 1,2,3,4,5 (BACK)
3 <sup>rd</sup> Floor 1,2,3,4,5 (BACK)	3 <sup>rd</sup> Floor 6,7,8,9,10 (FRONT)
4 <sup>th</sup> Floor 6,7,8,9,10 (FRONT)	4 <sup>th</sup> Floor 1,2,3,4,5 (BACK)

*फ्लोरिंग शेअर*  
20/11/2019

*[Signature]*  
For Royal Premium Developers Pvt. Ltd.  
*[Stamp: ROYAL PREMIUM DEVELOPERS PVT. LTD. कार्यालय]*

i Dilapidated structure stands on the land as referred to above to which the developer under takes to get the same remained at his level and cost within a reasonable time so that the construction of the building be facilitated and the land owner have and shall have nothing to do with same.

ii. Further the developer undertakes and shall be responsible to get the tenant if any evicted and to get possession at his own level for the purpose.

27. That it will not do any act of commission, omission, expressly or impliedly or directly or indirectly by which the owner right, title and interest over the said property may in any manner be adversely affected until the DEVELOPER has given delivery of possession of the owner's area to the OWNER.

28. At the time of development work the whole responsibility is going to the side of developer not the land owner regarding any accident, party taking has been done by the construction.

29. That in case there be any defect in the title of the owner or thereby any liability or any encumbrances, then in such event, the DEVELOPER shall be entitled to have such

Royal Premium Developers Pvt. Ltd.  
Director

For Royal Premium Developers Pvt. Ltd.



9/10/2019  
29/4/2019

defects cured and/or liability cleared for and on behalf of the OWNER and at the owner's cost and expenses, after intimating the OWNER in writing.

30. ~~That all-out-going-viz., rates, rents, taxes, duties etc.~~ on respect of said property and any existing buildings thereon, till the date of this agreement shall be borne and paid by the OWNER and the outgoing after the date of this agreement till the delivery of possession of the owner's area shall be borne and paid by the DEVELOPER.

31. ~~That in any event the owner without prejudice to foregoing declarations agree and undertake to remove all the doubts and defects in title if any and clear all outstanding save or otherwise provided above at her own cost so that ultimately the said property is delivered to DEVELOPER to its/his nominees free from all encumbrances and defects.~~

32. The developers and land owner will liable to pay separately and individually the taxes of their own part or share of the proposed building.

33. ~~That after delivery of the owner's area to the owner all out-goings in respect of said property and the said building thereon shall be borne and paid by the owner and the DEVELOPER and its/his nominees proportionately in the proportion of its/his respective shares in the total built-up. The word proportionately with all its cognate variation whenever used in the presents shall means the proportion in which the parties hereto or its/his nominees acquiring portions of the building are entitled to the covered area in building/buildings.~~

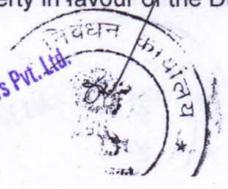
34. ~~That when delivery of possession of the owner's area to the Owner by the DEVELOPER and subject to the other terms and conditions contained herein before or at such earlier-time as may be mutually agreed upon, the owner shall execute and register conveyance of 50% undivided share in the said property in favour of the DEVELOPER to its~~

Royal Premium Developers Pvt. Ltd.  
Director  
29/4/2019

Royal Premium Developers Pvt. Ltd.  
Director  
29/4/2019

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For Royal Premium Developers Pvt. Ltd.



nominees/assignees including a co-operative Housing Society or association of person or Body corporate etc. In default of the owner executing such transfer/ conveyance or such other deeds as may be deemed necessary by the DEVELOPER in spite of service notice in writing 15 days, the DEVELOPER shall be entitled to take all steps as may be necessary/ conveyance.

35 That the Developers are hereby authorized by the Owner as follows:-

[a] To have the plan of the proposed building to be constructed on the said Property prepared in accordance with the rules and regulations of the concerned authorities ensuring construction to the maximum FAR (Floor Area Ratio) and to submit the said plans to the concerned authorities for the sanction. The veracity of all documents regarding the title over the land of the Owner shall be verified by the Developers before submitting development plan to concerned authorities.

[b] To appoint surveyors, engineers, contractors, workers and other necessary person or persons.

[c] To make application to the concerned authorities for obtaining electrical, water and other connections and for permit or permits quotas for cement, steel and other controlled building materials.

[d] To accept of any Writ, summon or other legal process or notice and to appear and represent the Owner in any court of law or before the Magistrate, judicial Tribunal and other Tribunals in connection with the Development of the said property, and to commence on or institute and defend suits, action or other proceedings if any or before any public Office or Tribunal relating to the development of the said property or part thereof and to file all necessary Vakalatnama, Claims, Plaints, Order, application, Affidavits, Petitions and other document, papers and writing and all

Royal Premium Developers Pvt. Ltd.  
Dated. 14.08.2019  
Director

Royal Premium Developers Pvt. Ltd.  
Dated. 14.08.2019  
Director

9/8/2019  
29/7/2019

*Ashish*  
For Royal Premium Developers Pvt. Ltd.  


cost and fee relating to the said litigation's shall be paid by the Developer. However, if any dues/ outstanding relating to litigation's other than those arising out of development activists over the said property such as regarding the title of the Owner over the land etc. prior to this Development Agreement shall not be the responsibilities of the Developers and shall be reimbursed by the Owner to, the Developers.

[e] To mortgage the developer's share free from all encumbrances only of the said property with financial institutions/any Nationalize Bank for enabling the purchasers of tenements to obtain loan against their tenements and the Owner agrees to sign all the documents and statutory papers for this purpose without any responsibility for the housing loan and all liabilities goes upon the developer only.

[f] The developers shall be entitled to sale directly the developer's share of 50% of the residential area and car parking spaces of their share to their respective buyers and shall be entitled to execute sale deeds in their favor in respect of Developer's area.

[g] After the sanction of the drawing by the architect/dissolved (P.R.D.A) the Owner area and Developers area shall be clearly demarcated. The Land Owners have the right to sale, transfer or otherwise disposed off their own share clearly marked and allotted to them in plans as passed by the architect/ dissolved (P.R.D.A) and other necessary authorities.

[h] The Developer will not do any act of omission or commission, directly or indirectly, expressly or impliedly by which the Owner's right title and interest over the said property may in any manner be adversely affected.

[i] That the Owner hereby irrevocably undertake not to sale, dispose of or alienate with the possession of the said property or any part there of save and except putting the

Royal Premium Developers Pvt. Ltd.

*[Handwritten signature]*

Director

दिनांक 29/11/2019

*[Handwritten signature]*  
For Royal Premium Developers Pvt. Ltd.

Developers in possession thereof for the purpose of developing the said property as per this development Agreement.

36. That if the buyer want to obtain loans/short term loans/project finance from any financial institution for the purchase of flats then in order to help the Buyers, the developer may stand as their Guarantors and may mortgage the said premises (Developer area) concerned after construction of the building in consultation with owner up to the extent of 50% of the constructed area of the building as security for the said loans. But this mortgage shall be called till the final sale deed is executed with regard to the flat/flats in favour of the buyer. Only buyers and the developer shall be liable for the repayment of such loans. In no case the owner or his property shall be liable for the repayment of such loans procured by the buyers. The owner agree to sign all necessary and statutory papers for the above purpose and extend all support to the developer in that event without any liability on the land owner.

37. That all disputes and cases pertaining to this deed and firm shall fall within the jurisdiction of the Court located in Patna only.

38. That after delivery of possession of the owner's area to the Owner by the DEVELOPER the Owner shall execute and register conveyance of 50% undivided share in the said property in favour of the DEVELOPER to its nominees/ assignees including a co-operative Housing Society or association of person or Body corporate etc. In default of the Owner executing such transfer/ conveyance or such other deeds as may be deemed necessary for conveyance, the DEVELOPER shall be entitled to take all legal steps as may be necessary for conveyance after the notice period of 30 days.

39. That the project there was made memorandum of share division

Royal Premium Developers Pvt. Ltd.

*[Handwritten signature]*  
Director

*[Handwritten signature]*

29/4/2019

*Aishwarya*  
For Royal Premium Developers Pvt. Ltd.



between the land owner and the developer regarding their respective share Owner i.e. DEVELOPER/promoter and the landowner, shall be the absolute owner of her share and she will be entitled to sell/Transfer her share and as per the Bihar Apartment Ownership Act. 2006 and Bihar Apartment Ownership Rules in section 5(1) clearly, declared her shares as absolute OWNER and in the light of Bihar Apartment Ownership Act. 2006.

40. That the land owner hereby under take to hand over the land and house after execution and registration of the Development Agreement and after taking peaceful possession of the agreement property and the developer hereby authorized to demolish the old structure from own cost and lieu of cost the developer hereby entitled to sell and disposed off the entire goods/brick/iron rod /wooden door, window etc, of the dismantle House.

41. That the Land Owner is executing this Development Agreement regarding their share measuring an area of 50 Decimals under this Development Agreement, the description of which is described in detail in the Schedule-A.

42. That in case of any dispute or difference between' the parties arising out of or relating to this Development Agreement, the same shall be settled by reference of the dispute or difference to the Arbitrator appointed by the parties to this Development Agreement. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The decision of the Arbitrators shall be final.

43. That after execution of this development agreement if any dispute litigation arises to the aforementioned land or any previous matter before this Development then in that event the land owner shall bear the expenses to set at rest any dispute or difference with any third person.

Royal Premium Developers Pvt. Ltd.  
Gajendra Kumar Singh  
29/11/2019  
Director

29/11/2019

*Ashish*  
For Royal Premium Developers Pvt. Ltd.



**SCHEDULE-A**

ALL THAT, piece and parcel of landed property with structure, right, title, interest with possession thereon and therein measuring an area of 42.25 Decimals as per physical possession inspite of 50 Decimals. situated at Survey Mauza Hardaspur, P.S. Danapur, present P.S. Rupaspur, District Patna, within the Jurisdiction of Sub Registry Office Danapur and Sadar Registry Office Patna, under Tauzi No. 5252, Thana No. 38, Khata No. 41, Plot No. 672 **Govt. Valuation 1,26,75,000/- only Serial No. 159, Zone-2** Within the Limit of Nagar Parishad Danapur Nizamat and the same is bounded as follows:-

**BOUNDARY**

NORTH : BRANCH ROAD  
 SOUTH : PLOT NO 674  
 EAST : PLOT NO 670  
 WEST : PLOT NO 358

**SCHEDULE - II****SPECIFICATION:-**

FOUNDATION : As per the design of Structural Consultants.  
 SUPER STRUCTURE : Framed R.C.C. Structure.  
 ROOF SLAB : Reinforced cement concrete (RCC)  
 MATERIALS : All walls and ceiling internally cement plastered and white cement washed externally exposed work/plaster will be painted with cement base Pucca.  
 DOORS : Doors with Seasoned woods frame with a cost of synthetic enamel paint on a coat of primer.  
 WINDOW : Steel/Aluminium frame with glass fitted in Window

Royal Premium Developers Pvt. Ltd.

Director  
 29/4/2019

29/4/2019

29/4/2019

*Autma.*

For Royal Premium Developers Pvt. Ltd.



*[Handwritten signature]*

FLOORING : Vitrified Tiles  
 ELECTRICAL WIRING : Concealed PVC conduct wiring using copper conduct with standard quality electric, accessories and fixtures not included.  
 BATH ROOM : All C.P. Fittings.  
 KITCHEN : Shall have RCC Working platform with Green-Marble and glazed tiles.

Royal Premium Developers Pvt. Ltd.  
 Director  
 29/4/2019

**Further following are the list of amenities**

- Earthquake Resistant RCC Structure
- Beautiful Elevation
- Comfortable Staircases
- Use of Marble/Parallel on Staircases
- Bathroom with C.P. fittings & vitrified tiles work on floor & walls
- Use of Vitrifies tiles for flooring
- Electric Cable- From ISI Mark
- Concealed wiring in conduit with all-ISI brand fittings
- Modular Electric Switches
- Good Quality building materials
- 

29/4/2019  
 Director

**SCHEDULE - "III"**

**FULL DETAILS OF VALUATION**

1. Total Area of vacant land 42.25 Decimals
2. Total cost of Land value comes to Rs. 1,26,75,000/- Only.

*Anshu*  
 For Royal Premium Developers Pvt. Ltd



IN WITNESSES WHEREOF the Parties, have put their signature in presence of the witnesses on this day month and year mentioned above.

*Nirmala Devi*

(Nirmala Devi)

*29/4/2019*

**SIGNATURE OF THE LAND OWNER**

Royal Premium Developers Pvt. Ltd.

*Rajesh Kumar Gupta*

(Rajesh Kumar Gupta)  
Managing Director

*29/4/2019* Director

For, M/S ROYAL PREMIUM DEVELOPERS PVT. LTD

**SIGNATURE OF THE DEVELOPER**

**WITNESSES:**



1. ANUP KUMAR MISHRA  
*Anup*  
S/O Late Dr. M.N. Mishra  
Nehru Nagar, P.O. APS - Patlipada  
Patna - 800013 *29/4/2019*

2. ANIL KUMAR SINHA  
S/O LATE RAJENDRA PRASAD SINHA  
OPP- 'NABARD' DEPARTMENT  
PUNAF CHAK, PATNA - 23  
*29/4/2019*

3. Sudhis Kumar Singh  
House No 6A/5  
Vivekanand Vihar  
North S.K. Puri  
Patna - 13  
*29/4/2019*

As per statement of the Land OWNER and the DEVELOPER I have drafted the Deed of Development Agreement.

DRAFTED BY

*विकास विभाग के निम्नान बिना / के बिना*  
*Rajesh Kumar Gupta*  
*29/4/19*

*Anup*



*Rajesh Kumar Gupta*  
LN-61/09  
Dinapore

For Royal Premium Developers Pvt. Ltd.