Serial No. 34734 Register Agreement Book No. :- 1 Deed No. 28947

Deed No. 28947

Serial No. 34734

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

This document was presented for registration on 12/11/2012 by Sanjeev Kumar Singh
A stamp duty of Rs. 397100/- and other fees of Rs. 904/- 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. 28947 in Book No. 1, Volume No. 559 on pages from 182 to 205 and has been preserved in total 24 pages in C.D. No. 87 / Year 2012

12/11/2012
Signature with Date
(Dhananjay Kumar Rao)
Registering Officer, Patna

Date: 12/11/2012 Token No: 35550 /2012

35550/12

Royal Premium Developers Pvt. Ltd.
Director

DEVELOPMENT AGREEMENT

This development Agreement made and executed at Patna on this 12th day of November 2012.

Between

SRI SANJEEV KUMAR SINGH S/o Late Hari Narayan Prasad Singh, R/o Danara House, Behind Reserve Bank of India, Salimpur Ahara, Exhibition Road, Dist- Patna-800003, by Nationality Indian hereinafter called the land owner of the First Part which term unless repugnant to the context shall include his, assignees, representatives, executors, administrators and successors-in-interest

Sanjeev Kumar Singh
12/11/12

For Royal Premium Developers Pvt. Ltd.

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District Registry Office, Patna

ken Number 35550 | Reg. Year 2012 | Serial Number 34734 | Deed Number 289472

esType	Name	Photo	Thumb	Index	Middle	Ring	Little
esented	Sanjeev Kumar Singh						
ecutant	Sanjeev Kumar Singh						
g.		N/A	N/A	N/A	N/A	N/A	N/A
laimant	Rajesh Kumar Gupta (M. Dir.)						
dentified y	Anup Kumar Mishra						
g.							

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AND

ROYAL PREMIUM DEVELOPER PVT. LTD. a company registered under Company Act through its Reg. No.- U00331BR1995PTC006528 represented through its Managing Director Sri Rajesh Kumar Gupta S/o Sri Dasrath Kumar Gupta, Usha Complex, Main Kankarbagh Road, Opposite Old Tiwari Bechar Petrol Pump, P.O & P.s.- Kankarbagh, Dist- Patna, by nationality Indian, hereafter called the Developer of SECOND PART which term unless repugnant to the context shall include its receives, assignees, representatives, executors, administrators and successor-in-interest.

1. Where as the property fully mentioned in Schedule-A was ancestral and purchased property of aforesaid Land owner

Whereas area 4 Katha 5½ Dhurs land with house in Suray 383 & 386 had been purchased by Hari Narayan Prasad Singh from Sri Mani Mohan Gupta S/o Late Sri Panna Lal Gupta, resident of Salimpur Ahra (North) Patna- 800003, through a registered sale deed No. 719/1958, executed on 31.01.1958, registered at Patna Sadar registration office.

Whereas Area 6 Katha 05 Dhurs, in Survey Plot No.383 and 386 has been obtained by Land Owner through a registered deed of family arrangement deed executed by and between 1. Sri Hari Narayan Prasad Singh alias Kuar Babu S/o Late Basudeo Narayan Prasad Sinhg, 2. Smt. Saraswati Devi W/o Sri Hari Narayan Prasad Singh alias Kuar Babu, 3. Arun Kumar Singh S/o Sri Hari Narayan Prasad Singh alias Kuar Babu, 4. Smt. Savitri Devi W/o Sri Arun Kumar Singh, 5. Sri Sanjiv Kumar Singh (land owner) S/o Sri Hari Narayan Prasad Singh alias Kuar Babu, All resident of Danara, P.S.- Bikram, District- Patna, vide Deed No. / 1986, registered on 15.07.1986 at Patna Sadar registry office.

Since the Land owner have been coming in peaceful possession above the said property fully mentioned in Schedule- A

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And where as the land owner is absolute owner and has the sufficiently entitled to the property vide Touzi No - 205, Survey Plot No - 383, 386, Thana No. 5, Municipal Survey Plot No - 964 (Part) 969, 966, 983, Sheet No. 45, Ward No - 2, Mauza- Salimpur Ahra, Present P.S - Gandhi Maidan and District – Patna, land measuring about 7.25 Kathas, more fully described in the Schedule hereunder given (hereinafter referred to as "the said property")

And Whereas the said property is bounded as follow -

BOUNDARY

North – Private Road
South – Sri Vijay Prasad Singh
East – Sri Sachchidanand Singh
West – Sri Arun Kumar Singh

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE AS FOLLOWS:-

1. That the land owner hereby grant to developer, who hereby accept from the land owner, right to develop the said property in the schedule hereunder given in the manner hereafter appearing on the terms and conditions and stipulations hereafter mentioned.
2. That the land owner has assured that the said land are free from all encumbrances, charges nor there is any notification for acquisition of the said land nor there is any restriction in construction of the Multistoried building on the said land, the developer has agreed to develop the said land by constructing thereon Apartment (building) in the name to be decided by the consent of land owner one for Commercial purpose and another for residential purpose.
3. That after construction of the building the OWNER shall shall be entitled for 50% share of Super-Build up areas, and DEVELOPER share of Super-Build up areas, and DEVELOPER shall also be entitled for 50% share of Super-Build up areas respectively in the proposed residential building to be constructed at the said premises together with 50% each of the car parking space respectively.

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4. That Based on scheme of allocations 50% area of the OWNER and 50% area to the Developer and as the scheme set out after the sanction of map by PMC, flats with parking spaces etc. have been allocated as Detail in **Schedule** mutually by OWNER and DEVELOPER. After approval of map by PMC the division of the 50% shares each of OWNER and DEVELOPER shall be made by mutual agreement and the same shall be mentioned in the scheduled above.

5. The developer as well as the land owner will have a right to allot their own share to any of the tenements in the building to be constructed relating to these agree to allot to each of them to any person and to receive and realize sale prices in respect to the allotment of such tenements during or after the construction and to appropriate the same and transfer the said tenements or parts thereof from time to time to individuals or to a co-operative society or bodies corporate.

6. That the developers shall develop the said land of the landowner and build and construct thereon multistoried building as developers may decide with the consent of land owner along with parking space, passage, ways and other common facilities for the building complex as may be permitted by the competent Authorities.

7. That the Developer shall provide and meet the total cost for development and construction of building complex over the said land on its own resources, including contributions by its members who will be allotted residential flats in building complex constructed or be constructed thereon by the Developer and/or loan from L.I.C. Housing. Bank or any other Financials Institutions recognized by the Central/State Governments and that Land owner shall not be required to meet any part of the cost of the construction. It is hereby made clear that only the developer's allocation will be mortgaged and in no circumstances, the Land owner's allocation will be charged or affected.

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8. That to enable the flat owner to raise loan from Bank/L.I.C. Housing or any Financial Institution recognized by the Central/State Government as aforesaid, the developer shall give N.O.C. to such financial institutions to facilitate release of funds to the flat owner for purchase of the flat in the building complex as aforesaid provided however that no such charges created or mortgage executed by the developers shall operates against the portions of the constructed floor area in the building complex to be given to the Land owner in lieu of the price of the land and the Land owner shall not be liable for any such loans raised by the flat owner.

9. That the developer shall have right to appoint architect, surveyors, engineers, contractors etc of its choice to carry out the development and construction of the proposed building and complex.

10. That the developer shall have the right to make applications to the concerned authorities for obtaining electrical connections, permits and quotas of steel and other controlled building materials.

11. That the developer shall accept service of any writ, summons, other legal notice and appear and represent the Land owner in any court and judicial Tribunal in connection with the development of the said land and for any of the purposes aforesaid, the developer shall sign execute and deliver or file all necessary 'Vakaltnamas, claims, plaints, order, applications, affidavits, petitions and other documents. Provided such action is taken with consent of the land owner.

12. That the Land owner hereby agree that when the constructed floor areas in the said building complex as mentioned above respectively are handed over to the owner the same shall form and be deemed to formed adequate consideration to the Land owner to transfer absolutely all their rights, title and interest in the said

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Director

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property to the developers or its nominee/nominees and the Land owner hereby further undertakes accordingly to execute the necessary deeds and documents transferring all the rights, title and interest in the said land more particularly described in the scheduled herein, the developers or its nominee/s.

13. That the developer alone be entitled to recover or accept refund of any deposit made after their agreement with Municipal Authorities, collectors, town planning authority or with government or semi government bodies, courts.

13. That on completion of the said construction of the said building the developer or their nominees or assignees will acquire absolute right, title and interest over 50% of the total super build up area of construction including flats and car parking and structure and the Land owner will continue to have right, title and transferable construction including flats and car parking, structure and for common use over the entire premises will be utilized by all. In case of area differences out of 50% each of the respective shares of **OWNER** and **DEVELOPER** it will be adjusted in terms of money which is as per prevailing market rate. The OWNER will have the first right to purchase the area differences out of 50% of respective shares. Only after the refusal by the owner the differences area purchase right will go to the Developer.

15. As per Apartment Act, 2006 the Land owner and the developers are absolute owner of their respective share and they have the right to execute the Sale deed or deeds or deed of agreement for Sale as per their own shares and the same can be produced before their registrar or the competent authority for registration of the aforesaid deeds separately.

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16. That the owner shall bear and pay all outstanding charges and dues of whatsoever nature dues and payable in respect of the scheduled land, including ground rent, property tax, water and electricity charges, municipal dues, taxes and other outgoing up to the date of this agreement and thereafter all rents, taxes etc. will be borne by the developers and the developers indemnify the owner against the same.

17. That the developer undertakes to complete the development and construction of the premises on said land within **36 months** and 6 **more months** given as grace period from date of Approval of map from P.M.C. or physical possession of land which one is later If there will be any obstruction or delay in handing over the respective shares of construction areas to the the OWNER, a penalty of Rs. 1,00,000/- (Rupees One lac only) per month will be paid by the developer to the owner after expiry of **36 months** and six month grace period.

18. That the owner will have no right to put any obstruction in construction but will have right of inspection during the construction of building including fitting and fixtures and can verify the agreed specification and quality of construction,

19. The Developer shall employ such structural design so that it is as per relevant B.I.S. & standards the building is structurally sound and safe and is earthquake resistance.

20. The builder indemnifies the Land owner from any activity related to the construction during the period of construction or thereafter.

21. This agreement is for development only. The ownership of the land shall remain with the land owner till completion of the building.

22. The land owner permits the developer for development in good faith. Only the builder shall be responsible for all activities related to construction including quality of material, quality and structure of construction, compliance to all regulatory, labor laws, legal and

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statutory requirements, and safety aspects during construction and during its working life of all construction. If any buyer has any complaint or any issue whatsoever, the same shall be dealt with by the builder only and the land owner shall not be party to such dispute. This clause shall be incorporated in all sale deeds by the developer.

23. The Land owner shall in no way be responsible for any defect in the aforesaid issues during construction or thereafter.
24. That the allotment of flat/Commercial space/Parking between OWNER and DEVELOPER will be decided within one month after approval of Map from P.M.C.
25. That developer will have right to develop and make construction on the aforesaid land with consents of the land owner.
26. It shall be obligatory on the Part of OWNER and PURCHASER of the Apartment flats to be became a member of a FLAT OWNERS ASSOCIATION or SOCIETY within 3 months from the date of Possession or 80% of the occupancy of the Apartment, whichever is earlier, and the Association of the flat owners will repair and maintain the property and shall pay all the charges to various Govt. Departments and Levies and repair for any outgoing related to the said property and building shall be payable by all FLAT OWNERS. The FLAT OWNERS ASSOCIATION shall be the APEX Body relating to all the members as per as Bihar Apartment Ownership Act, 2006 (Act No. 28 Sub Clause [X])
27. The Name of Building complex shall be **SAI ARCADE**.
28. The DEVLOPER or their Nominees and OWNER will have the same right, Title & Interest to use and enjoyment of all the common Facilities as the OWNER or its Nominees.
29. In case of any disputes arising out of this agreement the same shall be resolved by a sole Arbitrator as provided under the **Arbitration and Conciliation Act 1996.** The appointment of Arbitrator shall be made solely by OWNER.

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30. This agreement is being executed at Patna and as such only the courts at Patna will have the Jurisdiction to try any suit, which may arise out of this agreement.

31. Land owner has nothing to do with the existing building on said plot. The existing old building will be demolished/ removed by the developer/builder for the construction of multi story building. The land owner will not claim or not interfere in this matter with builder regarding demolition of the old existing building.

32. This Development agreement is being executed between land owner and developer in accordance with the provision made in The Bihar Apartment ownership Act, 2006 (Sub-Section 5.1) in which after construction of building the developer and land owner shall be the absolute owners of their respective shares (i.e., Owner's share 50% and Developer's Share- 50%) and they are entitled to sell/ Transfer their shares to respective allottee for perfecting the right/title etc by way of registering their properties before the competent registering authorities. Both the parties will also register this development agreement as per the aforesaid act before competent registering authorities.

SCHUDULE – A

All that piece and parcel land measuring area 7.14 Khatas e.i. 22.3125 Decimals in which an old double stories construction about 1500 sq. ft. situated at Mauza – Salimpur Ahra, present P.s.- Gandhi Maidan, Thana No.- 5, District – Patna, vide Touzi No.- 205, Survey Plot No.- 383, 386, Municipal Survey Plot No.- 964 (Part) 969, 966, 983, Sheet No. 45, Ward No.- 2, within Jurisdiction of sub and District Registering Office, Patna sadar and within the limits of P.M..C Area and same is bounded of as follows :-

BOUNDARY

North – Private Road
South – Sri Vijay Prasad Singh
East – Sri Sachchidanand Singh
West – Sri Arun Kumar Singh

For Royal Premium Developers Pvt. Ltd.

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SCHUDULE – B

VALUATION AS PER GOVT. RATE

Construction Value -1500 sq. ft. X 2 X Rs. 1400 ---- Rs. 42,00,000/-

Land Value - Rs. 1,56,40,000/-

Total Value - Rs. 1,98,40,000/-

As per Valuation Code No. 413

SCHUDULE – C

Standard Specification

1. **Structure** – Earthquake resistance R.C.C. framed structure with brick work in cement mortar as per design and specification of structure consultants.

2. Doors – Main door is made up by wood
   a) Door frames (Chaukhat) of hard wood.
   b) 32mm thick flush/panel door shutters, painted with coats synthetic enable paint on a coat of primer.

3. Window – Hard wood windows with grills painted with 2 coats of synthetic enamel paint on a coat of primer.

4. Flooring – vitrified flooring in all areas of the flat

5. **Kitchen** - a) Flooring :- vitrified flooring
   b) Working platform of granite with 02 ft height ceramic tiles above working platform.
   c) Steel Sink.

6. **Bathrooms** :-
   a) Flooring –non skid ceramic tiles.
   b) 7 ft height Ceramic titles in wall
   c) Fittings – chromium plated C.P. Fittings
   d) Sanitary ware – white glazed vitreous sanitary ware
   e) Cistern – acrylic / Fiber cistern in white colour.

Royal Premium Developers Pvt. Ltd. Director

For Royal Premium Developers Pvt. Ltd.

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7. **Electrical** :-

a) All internal wiring in copper conductors, using concealed PVC conduit

b) One T.V. Point and one telephone point (not Connection) provided in each room and in-drawing room in each flat.

c) All electrical Modular switches and accessories of standard make

d) Adequate lighting power/points, sockets, outlets provided in each flat.

e) Silent Generator of adequate capacity will be provided for common area lighting and deep tube well pump and 350 watts in each flat in case of power failure.

f) Transformer will be provided by the developer.

g) Lift: Lift of standard company.

8. **Internal Wall finish**:- All internal walls shall be finished with washed with coats of white cement/POP.

9. **External Wall Finish** – Two coats weather coat over a coat of white cement.

10. **Water** – 24 hours water supply from own deep tube-well.

11. **Sewerage**: Suitable arrangement for rain and waste water disposal shall be provided as per the design of P.H. consultants. Soil water disposal shall be through.

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Sanjeev Kumar Singh

For Royal Premium Developers Pvt.

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

Sanjeev Kumar Singh
SIGNATURE OF LAND OWNER 12/11/12

WITNESS

1. Sanjiv Prasad Singh
S/o Brij Kishore Pd Singh
Saraswati Kothi, R.K. Bhattacharya Road,
Patna - 01
12/11/12

Royal Premium Developers Pvt. Ltd.
SIGNATURE OF DEVELOPER
Director

2. Anup Kr. Mishra
ANUP KR. MISHRA
S/o Dr. M.N. Mishra
204 - Nehru Nagar,
Patna - 13
12/11/12

Type by

Raju Kumar
Anisabad, Patna

Drafted by
Jai Kumar
Adv. Patna
12/11/2012

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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. 397100/-	Amt.Paid By N.J Stamp Paper	Rs. 0/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 398004/-

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	Ll	0				
								TOTAL-	304		

LLR + Proc Fee		Service Charge
LLR	0	600
Proc.Fee	0	
Total	0	

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 904

Registering Officer
Patna

Date: 12/11/2012

Endorsement under section 52

Presented for registration at Registration Office, Patna on Monday, 12th November 2012 by Sanjeev Kumar Singh S/O-Late Hari Narayan Prasad Singh by profession Others. Status - Executant

Sanjeev Kumar Singh
12/11/12

Signature/L.T.I. of Presentant **Date:12/11/2012**

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Anup Kumar Mishra' age '44' Sex 'M', 'S/O-Dr. M.M. Mishra', resident of '204, Nehru Nagar, Patliputra Colony, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 12/11/2012

Registering Officer
Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 559 on pages on 182 -205 , for the year 2012 and stored in CD volume No. CD-87 year 2012 .The document no. is printed on the Front Page of the document.

Date : 12/11/2012

Registering Officer
Patna

Token No. : 35550 Year : 2012 S.No. : 34734 SCORE Ver.3.0 Deed No . : 28947

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