Serial No. 6031 Circle:-:Danapur Book No. :- 1 Deed No. 5499

Serial No. 6031 Deed No. 5499

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

This document was presented for registration on **17/05/2016** by **Sheela Devi**
A stamp duty of Rs. **652500**/- and other fees of Rs. **25525**/- 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. **5499** in Book No. **1**, Volume No. **130** on pages from **113** to **127** and has been preserved in total **15** pages in C.D. No. **19** / Year **2016**

Signature with Date
**(Prashant Kumar)**
Date: 17/05/2016 Token No: 6254 /2016 Registering Officer, **Patna**

SCANNED BY

# DEVELOPMENT AGREEMENT

This development Agreement is made and entered on the 17th day of May, 2016.

**BETWEEN**

Smt. Sheela Devi D/o :- Late Shri Ambika Prasad W/o :- Shri Indradeo Prasad Singh R/o :- Near Khel Ghar, Mohanpur, Puanichak, Patna -800 023 hereinafter referred to as the **"Land Owner"** (which expression shall unless, excluded by or repugnant to the context be deemed to include his legal heirs, successors, executors, administrators and assigns) of the **First Part**.

**AND**

**Aditya Niwas Developers LLP** having its LLP Identification No. AAG-2754 duly incorporated under the provisions of the Limited Liabilities Partnership



5/17/201

Act, 2008 through its designated partner Mr. Vijay Kumar Singh S/o :- Surender Kumar Singh. The registered office of the company situated at C/o :- Vijay Kumar Singh , Rajiv Nagar, Road No. 4, Keshri Nagar, Phulwari -1, Near Mobile Tower, Patna - 800 024

**AND WHEREAS** it is further represented and declared by the land owner.

1. That the said land is under his exclusive possession with absolute lease hold right, title and interest free from all encumbrances to transfer and convey the whole or part of the said land, having a fully marketable title thereby.

2. That the owner has not created any encumbrance on the said lease land or any part thereof by way of sale, mortgage, exchange, lease, trust assessment, right, liens, leave and license, permission, rent, possession, charges, or any other encumbrances whatsoever.

3. That no notice or notification for acquisition/requisition under any of the statutes of the past or presently in force, have been received, served or passed by the Patna Municipal Corporation and earlier by the Patna Regional Development Authority for acquisition or requisition of the said lease hold land or any part thereof.

4. That there is no order of attachment, either before or after the judgment and there are no claims, demands, suits, decrees, injunction orders, notices, petitions or adjudication orders affecting the said land or any part thereof.

5. That apart from the land owner, none else is entitled to or has any share, right, title and / or interest, over and in respect of the said land or any part thereof in any manner whatsoever.

Vijay Kumar Singh 17/5/2016

2 दीवान दिल्ली
17/5/16

6. That the land owner has not entered in the past in any agreement for sale or development of the said land or any part thereof, nor made any arrangement with any one whatsoever regarding the said land or any part thereof.

7. That there are no dues against the said property of any government department or local body or any Bank or any financial or any other Institution.

**AND WHEREAS** the aforesaid land owner is desirous of getting the said land measuring 29 Dismil (more or less ) developed through **Mr. Vijay Kumar Singh designated partner of Aditya Niwas Developers LLP, Developers** who can develop and construct at its own cost a multistoried residential/ commercial building complex on the said land and to acquire, part of the built up area in the same building complex in the shape of flats, shops and car parking spaces as consideration for the value of the said land to be conveyed by the owner to the Developers.

**AND WHEREAS** the aforesaid Developers offered to develop and construct at its own cost a Commercial/Residential building complex on the said land hereinafter referred to as the building and agreed to handover part of the built up area in the shape of finished Commercial/Residential flats, Car parking Space and/or other constructed area of the said building as consideration, for the said land to be conveyed by the owner to the Developers or its nominee/s including a co-operative housing society, firm, association of persons, body corporate etc.

**AND WHEREAS** as a result of negotiations between the parties hereto, the aforesaid owner of the First Part and the aforesaid Developers of the Second Part and on the representations and declarations made by the land owner, as herein recorded, as Agreement for development of the said land has been arrived at between the parties hereto upon the terms and conditions hereinafter appearing.

Vijay Kumar Singh
17/5/16

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

A.) That the Land owner agreed on his part to convey their Schedule –I landed property to the Developers for the construction of the entire said multi-storied Commercial / Residential complex to be named and displayed as " **Indra Complex** ".

B.) The Developers agreed on their part to develop and construct the entire said multistoried Commercial / Residential building entirely and wholly at their (The Developers) own cost and the owner of the land will not bear any expenses whatsoever in the development and constructions of the said multistoried Commercial/Residential building.

C. As agreed by the Developers to develop and construct a ( Commercial / Residential Complex ) total built up area as per the by-laws on land measuring **29 dismil (Approx)** , the owner and the Developers both agreed to share the total built up area in the following ratio.

1. The owner's share would be 50% of the total constructed area entirely and wholly by the Developers at their own costs. Hereinafter called and referred to as Owner's area i.e First each alternate residential floor and commercial fifty 50 % from the front side .

2. The Developers' share would be 50% of the total constructed area entirely and wholly by the Developers at their own costs. Hereinafter called and referred to as Developer's area i.e second each alternate residential floor and commercial fifty 50 % from the front side .

3. the usages of roof shall be jointly reserve the rights and responsibility with the owner's and developers on all common facilities area such as overhead water tank, lift machine room.

Vinay Kumar Singh 17/5/16

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D.) The owner their legal Successor(s) shall solely and exclusively be entitled to the owners area and they shall have absolute right, title and interest over the owners area and shall be fully entitled to use and enjoy the same either themselves individually or collectively.

E.) The Developer's shall act as an independent Developers in constructing the said building over the Schedule-I landed property of the owners and shall keep the owners and the owners area indemnified from and against all claims and liabilities and the third parties claims and liabilities arising out of any act or omission against the development in or relating to the constructions of the said building.

F.) AND WHEREAS after the Registration of this Development Agreement in Registry Office, the Owner and Developers shall be entitled to sale or enter into agreement for sale or other agreement or mortgage their shares directly to its prospective buyers or any financial Institutions.

That after the completion of the construction of the building project Developers/promoter shall be absolute owners of their respective shares and they will be entitled to sell / transfer as per Provisions of Bihar Apartment Ownership Act, 2006 U/s 5 (1) & 5 (2) and others.

1. And as a result of the aforesaid negotiations between the parties hereto and on the representation and declaration made by the owner of the land mentioned above in Schedule-1 an agreement for development of the said property by the Developers has been arrived at upon the terms and conditions given hereinafter an addition to the terms and conditions mentioned above from clause (a) to (e) in this agreement.

2. The owner hereby grants to the Developers and the Developers hereby accepts from the land owner the right to develop the said property more particularly mentioned in the First Schedule-1 of this agreement.

Amrtanj Kumar Singh 17/5/2016



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3. That the Developers shall appoint an Architect for drawing and preparing the Map Plan, designs, drawings and elevation of the intended building complex to be constructed on the said property attend, all expenses to be incurred and fees to be paid to the said architect shall be paid and borne by the Developers. Further the developers shall construct the building ( commercial / residential) only with the approved plan. It is further agreed and settled that the Developers shall develop the said property ensuring the construction to the maximum permissible F.A.R. to the building sanctioning authority i.e. Patna Municipal Corporation, Patna or other competent authority. The Developers would also hand over a copy of the planned project map to the owner.

4. The Developers and owner have jointly assessed that based on the total land area of **29 dismil (more or less )** of the said property and the presently permissible F.A.R., as per Patna Municipal Corporation building by laws or other competent authority, it shall be possible to ensuring the construction to the maximum permissible F.A.R. **on land measuring 29 dismil (Approx)** on the said property, which built up area shall be distributed over of agreement is being entered into by and between the parties. The distribution of shares of the parties to this Development Agreement will be done on the basis of area as per Map approved by the Patna Municipal Corporation or other competent authority.

5. The Developers shall submit the building Map Plan prepared by the said Architect to Patna Municipal Corporation or other competent authority in the name of the owners or in their own name as may be required and shall sign the said building Map Plan for them selves or if needed on behalf of the owners and costs and expenses in relation in to above shall be paid and borne by the Developers.

6. That the owner undertake to get the tenants, if any, having their residence vacated within a period of one week i.e. seven days only from the date of signing of this agreement for the use of construction works, immediately on

Umrao Kumar Singh 17/5/16



17/5/16

the first demand by the Developers, the land owner allow every facility to the Developers, their staffs, workers, Engineers, Architects and Agents etc. to enter into the said property to enable the Developers to carry out the various developmental works as stipulated in this agreement.

7. That total time for the construction shall be 2 (Two) **Years** from the date of approved plan with further grace period of 6 (Six) months shall be allowed to the Developers by the owner for the project development and for completing the project and if delayed the developers shall pay to the land owners interest at the saving bank rate per annum of the allotted area.

8. That the Developers shall be entitled to allot and sell the commercial space, flats, car parking space etc. directly falling within the 50% share in their share as mentioned above to its prospective buyer/buyers and shall be entitled to execute sale deeds in their favour in respect of super built up area/built up area.

9. That it has been mutually agreed between the parties in this agreement that the constructs of the proposed building namely " **Indradeo Complex** " details of which is given in Schedule-1 of this agreement shall be completed according to the norms of the Architectural specification Map Plan, approved by the Patna Municipal Corporation Patna or other competent authority.

10. That the specification of the said building shall be as per the specifications given in Annexure- 1 to this Agreement.

11. That there is no subsisting agreement or arrangement in respect of the aforesaid property and if the Developers find any such arrangement the Developers shall be entitled to revoke the agreement and realize the expenses. All expenses regarding construction of said complex suitable amount as agreed by land owner so that Developers should not suffer any monetary loss.

Jhingey Kumar Singh 17/5/2016



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12. That the Developers will bear the cost including Architect, Material, Labour, sub-contractor, agent etc for the purpose of construction of the said building.

13. That the Developers shall have right to appoint any contractor, sub-contractor, agent etc. for the purpose of construction of the said building.

14. The Developers shall develop the property in the name of " **Indradeo Complex"** and the name shall be displayed on the face of the building prominently.

15. That all out of pocket cost, charges and legal expenses of and incidental to this Development Agreement including the stamp duty and registration charges of the conveyance shall be borne and paid by the Developers of its nominee and nominees.

16. That it is further agreed by the parties that any alteration in the approved building plan within the parameter of the PRDA (dissolved) / PMC building rules and regulation which may be deemed necessary during or after the sanction of the building plan shall be done by the Developers with the prior consent of the land owners and the Developers may alter such changes at its own risk and expenses. If any further construction will be made then the same shall be distributed between the land owners and Developers as per the above mentioned share. In case the entire building is required to demolish or is razed as a result of natural calamity and the building becomes inhabitable, all Owners, Developers and Purchasers, title holders to the building will have proportionate share of land. But no individual title holder is entitled to demolish his flat or building and demand share in the land.

17. That in case of any bonafide differences arising out of or relating to the land and construction thereon covered by or arising out of the terms and conditions under this agreement will be settled by reference of the disputes

Umrao Kumar Singh 17/5/2016



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to the arbitration of the arbitrator to be appointed with the consent of land owner and Developers jointly under the provisions of the Arbitration and conciliation Act, 1996 and decision of the Arbitrator shall be final and binding.

## SCHEDULE - 1

Land measuring 29 dismil Plot No. 803, Touji No. 5809, Khata No. 717, Mauza:- Dhanuat (Uartman Jalalpur, abhimanyu Nagar), Thana No. 20, in the Town and District – Patna within Patna Municipal Corporation Area bounded as follows :-

North : - Part Plot
South : - Part Plot vartman Arvind Singh
East : - Nahar & Road
West : - Ramanugrah Singh

**Note**: - Govt. value is mentioned at **Code No.** ....126..... **& Zone** – .....03.....of M.V.R. .....

Which Govt. value of above land is Rs...3,26,25000/=..... only.

## SPECIFICATION

1. Structure : Earthquake resistant frame RCC structure with I.S.I mark TATA STEEL/SAIL as per the approved design of Architect

2. Flooring : Vitrified tiles in all area of the Flats.The common passage area, stair and lift lobby etc. will have Marble / Kota stone.

Jayant Kumar Singh



17/5/16

| | | |
|---|---|---|
| 3. | Chowkhats | : Door / window frame chowkhat of Sal wood of size 5"X 3" Section. |
| 4. | Doors | : All door shutters of 30 mm. thick wooden / Flush door I.S.I mark |
| 5. | Cupboards | : Cupboards in bed rooms and kitchen shall be provided with wooden shutters |
| 6. | Bathroom / toilet | : (a) Walls: Glazed tiles up to 7'.0" height.<br>(b) Flooring: Ceramic tiles flooring.<br>(c) Hot and Cold water system (without Geyser ) with branded CP fittings |
| 7. | Kitchen | : Granite on working platform, stainless steel sink, glazed tiles up to 2'-6" height over working platform. |
| 8. | Electrical | : (a) all internal wiring in concealed pvc conduit with copper wire.<br>(b) All electrical fittings and accessories of Havell's.<br>(c) Adequate lighting/power point socket, outlets etc. |
| 9. | Wall Finish | : All internal walls will be finished with plaster of paris. External wall shall be finish with weather coat |
| 10. | Boring Tube Well | : Boring and tube well of adequate capacity by I.S.I. make submersible pump. |
| 11. | Water Proofing | : Double coat of water proofing treatment for all toilets and terrace. |
| 12. | Lift | : Eight passenger OTIS/KONE elevator. |

Vinay Kumar Singh 9/5/16



9/5/16

12. Generator : KIRLOSKAR / SUDHIR

In witness whereof the land owner and Developers have set their hands on the **17th day of May, 2016** after having read and understood its contents with their free will and pleasure in sound state of health, body and mind in presence of the witnesses below mentioned.

SIGNED & DELIVERED TO EACH OTHER BY THE ABOVE NAMED OWNER AND DEVELOPERS IN THE PRESENCE OF WITNESSES.

**WITNESSES:-**

1. (Rajeev Kumar Singh)
S/o. Sh. Indradeo Pd Singh
Mohanpur, Punaichak
Patna - 800023

2. Indradeo prasad Singh
(Indradeo Paarsad Singh)
Mohanpur, Punaichak
Near Khelgaon
Mohanpur, Punaichak
Patna - 800 023

17/5/16

SIGNATURE OF LAND OWNER.
Smt. Sheela Devi
PAN – AOCPD9107M

Vijay Kumar Singh
17/05/2016

SIGNATURE OF DEVELOPERS
**Aditya Niwas Developers LLP**

Through its partner Mr. Vijay Kumar Singh
PAN - ADLPS 9000N

बैंक स्क्रौल से चालान मिलाया
एवं सत्यापित किया।
प्रभारी लिपिक 17/5/

## 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. | 652500/- | Amt.Paid By N.J Stamp Paper | Rs. | 0/- |
| Addl.Stamp duty paid under Municipal Act | Rs. | 0/- | Amt.paid through Bank Challan | Rs. | 678025/- |

**Registration Fee**

| FEE PAID | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | A1 | 20000 | C | 0 | H1b | 0 | K1a | 0 | Lii | 0 |
| | A8 | 0 | D | 0 | H2 | 0 | K1b | 0 | Liii | 0 |
| | A9 | 0 | DD | 0 | I | 5000 | K1c | 0 | Mb | 25 |
| | A10 | 0 | E | 0 | J1 | 0 | K2 | 0 | Na | 0 |
| | B | 0 | H1a | 0 | J2 | 0 | Li | 0 | | |
| | | | | | | | | | TOTAL- | 25025 |

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

**Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 25525**

**Date: 17/05/2016**

**Registering Officer**
**Patna**

## Endorsement under section 52

Presented for registration at Registration Office, Patna on Tuesday, 17th May 2016 by Sheela Devi W/O Indradeo Prasad Singh by profession Others. Status - Executant

शीला देवी
17/5/16

**Signature/L.T.I. of Presentant** **Date:17/05/2016**

**Registering Officer**
**Patna**

## Endorsement under section 58

Execution is admitted by those Executants and Identified by the person ( Identified by 'Indradeo Prasad Singh' age '71' Sex 'M', 'Basudeo Singh', resident of 'House No 48, Mohanpur Road Punaichak, Phulwari, Patna'. ), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

**Date : 17/05/2016**

**Registering Officer**
**Patna**

## Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 130 on pages on 113 -127 , for the year 2016 and stored in CD volume No. CD-19 year 2016 .The document no. is printed on the Front Page of the document.

**Date : 17/05/2016**

**Registering Officer**
**Patna**

**Token No. :** 6254 **Year :** 2016 **S.No. :** 6031 SCORE Ver.4.0 **Deed No . :** 5499