Serial No. 4481 Circle:-:Patna 1 Book No. :- 1 Deed No. 4033

Serial No. 4481 Deed No. 4033

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

This document was presented for registration on **29/04/2017** by **Sushila Devi**
A stamp duty of Rs. **401760**/- and other fees of Rs. **21500**/- 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. **4033** in Book No. **1**, Volume No. **91** on pages from **229** to **248** and has been preserved in total **20** pages in C.D. No. **14** / Year **2017**

Signature with Date
(**Prashant Kumar**)
Registering Officer, **Patna**

Date: 29/04/2017 Token No: 4682/2017

4682

दस्तावेज की जाँच किया
एवं
दस्तावेज में अंकित वर्णित विवरणी के अनुरूप सही पाया।

जाँच लिपिक
(प्रवीण कुमार)

Seen

Sushila 29-4-17

DEVELOPMENT AGREEMENT

This Development Agreement made on this date i.e. 29th day of April **2017** in Patna.

BETWEEN

Smt. Sushila Devi Wife of Sri Vijay Kumar Sinha, resident of "**Maa Bhawani Shardalaya",**Exhibition Road,Patna, Bihar hereinafter called and/or referred to as the "Owner"(which expression shall unless it be repugnant to the context or meaning there to mean and include their heirs, administrators, executors, legal representatives and/or successors in interest) as the **FIRST PART.**

Trishwan Developers & Construction (P) Ltd.
Director
29-4-17

District Registry Office,Patna

Token Number 4682 | Reg. Year 2017 | Serial Number 4481 | Deed Number 4033

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Mithilesh Kumar (Auth. Dir)						
Sig.	29-4-17						
Presented By	Sushila Devi						
Sig.	Sushila Devi 29/4/17						
Executant	Sushila Devi	☒ Photo	☒ Thumb	☒ Index	☒ Middle	☒ Ring	☒ Little
Sig.	Sushila Devi 29/4/17						
Identified By	Sandip Anand						
Sig.	SAnand 29-04-17						



SCORE Ver.4 | by IL&FS Technologies Ltd. | Biometric Captured By 2800sop021

Sushila Devi
29/4/17

Powered

AND

M/S Tribhuwan Developers & Constructions.(Pvt.) Ltd., a company incorporated under the "Companies Act 1956", having it's registered office at Road no.1B, Rajendra Nagar, Patna through its duly authorized Director **Mr. Mithilesh Kumar** s/o Late Ramji Prasad, resident of ~~Flat No.A/3,~~ Tribhuwan Chandeshwar Kamla Enclave,Dr. B.Bhattacharya Road, Patel Nagar, Patna 800023,. hereinafter referred to as "Developers"(which expression shall unless it be repugnant to the context or meaning there to mean and include their heirs, administrators, executors, legal representatives and/or successors in interest) as the **SECOND PART.**

(A)WHEREAS the land Owner above have purchased a piece of land jointly with the said developer having an area of 17 kathas out of which the area belonging to M/S Tribhuwan Developers & Constructions Pvt Ltd, is 12.42 katha and that of Ramdeo Singh S/o Late Yamuna Singh resident of Tola Pathak ghat, At & PO- Mokama, Patna, is 4.58 katha adjacent to each other (hereinafter for brevity sake referred to as " said property") bearing C.S. Plot No. 99, Tauzi No. 5113, Khata No. 38, Thana No.8, Thana code -202, situated at branch road of Mohalla/ Mauza – New Punaichak, Mauza- Sherullahpur, Presently known as Board Colony, P.S.- Shastri Nagar, in the town and District – Patna through registered sale deed dated 07/02/2007. The said land in the name of Sri Ramdeo Singh has been allotted in the share of Smt. Sushila Devi through T.P.S no. 69/2016 and now Sushila Devi is the absolute owner of the aforesaid land having an area of 4.58 kattha.

(B) AND WHEREAS the Land Owner M/s Tribhuwan Developers and Construction Pvt Ltd, is interested to Develop its land, but because of the location of the land held by Smt. Sushila Devi their land cannot be developed unless land by Sushila Devi is amalgamated with their land. Accordingly on persuation by M/s Tribhuwan Developers And Construction Pvt Ltd, Sushila Devi agreed to get her land developed but in view of the location of her land it has been agreed upon that out of total land B/U area of the Owner's share shall be divided

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between M/s Tribhuwan Developers and Construction Pvt Ltd and Sushila Devi in equal proportion i.e. half and half.

And whereas accordingly M/s Tribhuwan Developers and Construction Pvt Ltd and Sushila Devi jointly agreed to get the entire land developed and the development work is also to be done by M/S Tribhuwan Developers and Construction Pvt Ltd, as such in the capacity of the developer M/s Tribhuwan Developers and Construction Pvt Ltd shall have its developers share to the extent of 50% of the total built up area and out of land owner share of 50%, 25% shall go to M/s Tribhuwan Developers and Construction Pvt Ltd and remaining 25% shall belong to Sushila Devi. To make it more clear it is being clarified that out of the total built up area 75% shall go to M/s Tribhuwan Developers and Construction Pvt Ltd and 25% shall go to Sushila Devi.The Said Developers also agree to pay a total amount of 55 lacs to Sushila Devi as consideration out of which 25 lacs is non-refundable and 30 lacs is refundable.

The aforesaid Developer offered to the aforesaid Owner to develop and construct at it's own cost, a multi-storied residential and/or commercial-cum-residential building on the said property of the Owner (hereinafter referred to as the said building in the name and style of **" MBS Tribhuwan's Garden"** and the Owner being desirous or wanted and agreed to acquire flats, offices, shops and other built-up areas of the said property to be conveyed by the Owners to the Developers or its nominees including a co-operative housing society, firm, Association of persons, body corporate etc.

As a result of the negotiations between the parties hereto and on the representation and declarations made by the owners as hereinafter recorded and agreement for the development of the said property by the aforesaid Developer has been arrived at between the parties hereto upon conditions hereinafter appearing.

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

1. The aforesaid Owner hereby appoint the aforesaid Developer as the Developer of the said property and irrevocably grant to the said Developer who hereby accepts from the owners exclusive rights and license to develop the said property in the schedule hereunder written in the manner & on the terms, conditions & stipulations hereinafter mentioned, and, that the developers shall obtain approval of the building plan from statutory authorities.

2. The Developer shall construct the building as per plans approved by the Patna Municipal Corporation (PMC)/Competent Authority on the said property, whose built-up area over several floors shall be distributed amongst the Land Owner and the Developer and it is this basis that this "Agreement" is being entered into by and between the parties.

2.1 That developer shall construct the building complex as per its standard specification annexed herewith and which forms part of the Development Agreement as Schedule II.

2.2 Any extra work in the flat inside, deviating from standard specification and alteration in the Owners share area at the will of Owners, will have to be paid by the Owners as per actual cost, which will be charged by the Developer. As regards charges for Electricity connection, Generator connection to flats, maintenance and/or any other charges/deposits will also be payable by the Owner on the same terms and conditions as applicable to the buyers of the Developer's area.

3. Immediately after the execution of the Development Agreement, the Developers shall proceed expeditiously with preparation of the plans and drawings for the said building in consultation and consent of the Owner.

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4. The Owner shall have no objection if the aforesaid building plans are submitted to the local authority in the name of the Owner/Developer and agree to sign all such papers that may be deemed necessary by the developer for the same. However, all fees, costs, charges and expenses relating to such approvals/sanctions, shall be born by the Developers alone.

5. The Developer shall be entitled to make all necessary corrections, alterations and revisions in the aforesaid plan, which may be required by the Patna Municipal Corporation for approval of the said building plans with the consent of the Owner.

6. It is hereby agreed that delivery of possession of 25 % of the total new built-up area shall form or be deemed to form always adequate consideration for the land area aforesaid conveyed by the owners to the Developers. The Owners, therefore, will have no right, title or interest over the land conveyed as aforesaid or as mentioned in the Indenture.

7. It is hereby expressly, irrevocably and irretrievably agreed and declared by the Developers that the delivery & possession of 25% of the new built-up area of the said building by the Developers to the Owner in the manner provided as mentioned in the agreement or to be mentioned in the conveyance deed later on.

8. The Owner hereby and from date of execution of this deed put the Developers in actual peaceful possession of the said premises to develop, construct and sell the proposed multi-storied building and as such the possession of the Developers on the land will be deemed to be final and conclusive and the Owner will only be entitled to the consideration amount in the shape of aforesaid agreed constructed area and the proportionate share in the land as aforesaid.

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9. After the signing of this Agreement, the Developers will be deemed to be in possession of the said premises and will be free to do all acts and things required for Development.

10. The Developers will be entitled to develop the said property and constructing thereon, one or more buildings consisting of flats and car parking spaces and other tenements in accordance with the building's plans and to allot any of the tenements in the building to be constructed on the said premises of such part or portion as the Developer's in their discretion think fit out of their share of 75% and to receive and realize the prices in respect of the allotment and sale of such tenements, flat, car parking spaces and appropriate the same to transfer, as and when develop the said property or parts thereof, from time to time to one or more proposed co-operative society or bodies corporate of the purchasers of tenements and for purpose aforesaid mentioned.

11. That the Developers will act as independent developers in constructing the said building over the schedule property and will keep the owners indemnified from and against all third parties claims arising out of any act or omission, development in or relating to the construction of the said building. The Owner hereby authorize the Developers to do, if required, all acts, deeds, matters, things and in particular subject to other provision of the present agreement.

12. The developers agree to construct and give possession of the owners area to the owners within a total period of 2 ½ yrs which starts either from the date of sanction of the map or vacant possession of land which ever is later with a further grace period of six months, [the grace period shall be only with the consent of the owners], for construction of multi-storied building provided that if any time is lost to the Developers by such happening as is beyond the control of the developers including force, majeure, fire, tempest or other inevitable causes or accident or from any strike or lock-out affecting work or by reasons of any exceptionally inclement weather, then

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so much of the time as is so lost will be further added to this period mentioned above, failing which the developers will pay Rs Fifty thousand per month against the owner's area.

A. To have plans of the proposed building/buildings to be constructed on the said property prepared/amended in accordance with rules and regulations of the concerned authorities in consultation with the owner and upon his concurrence/approval and submit the said plans to the concerned authorities or do and assign all writings and undertakings as may be necessary in connection with the approval and sanction of such plans.

B. To appoint Architects, Surveyors, Engineers and Contractors and other person or persons.

C. To make applications to the concerned authorities for obtaining electrical connections and permit or quota for cement, steel and other controlled building materials.

D. To accept service of any writ summons or other legal process or notice and to appear and represent the owner in any court or before any Magistrate, Judicial Tribunals and other Tribunals in connection with the development of said property and to commence or file suits, actions or other proceedings in any court or before any public officers or tribunal relating to the development of the said property or part thereof and for any of the file necessary Vakalatnama, claims, plaints, orders, applications, affidavits, petitions and other documents, papers and writings. In case of any legal proceedings in any court of law against the interest of the owners, the developers will take all measures at the cost of owner to protect the title, interest and right of the owners and reasonable advice of the owner in this regard shall be obtained by the developer at all time.

(i) To enter into agreements for sale of or otherwise allot flats/offices/shops and tenements in the aforesaid

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buildings to the purchasers except the area allotted to the owners as stipulated above.

(ii) To mortgage the said property excepting owners share with bank and / or financial to obtain loan/working /working capital/short term loan to finance their aforesaid project (Multistory building) and also to obtain loan for purchaser of flats/offices/shops etc. As the said Developer further affirms and undertakes all moneys obtained as loan by pledging, hypothecating or mortgaging the said premises to the extent of his share or creating charge on the said premises only and such moneys shall not be diverted to/invested in any other project work or purpose of the Developer. The developers will be bound to repay any financial assistance taken by them for the development of the project and the Owners are indemnified against the same.

E. To transfer the said property or part thereof from time to time to one or more proposed co-operative societies or bodies corporate or association of person/persons to be formed of the purchasers of flats/offices/shops and tenements in the aforesaid building, subject to the condition that the delivery of possession to such purchasers will be made with owners area to the owners only.

F. To give on lease or other basis the said property and the flats /tenaments etc in the building to be constructed on the said land and to receive and appropriate to their owner's account the sale price in respect thereof, however it is limited to the extent falling in share of developers only i.e. the second party.

G. And generally to do all acts, deeds and things for developing the said property.

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13. Whenever required by the Developers, the Owners will join as under and / or the confirming party in any agreement that the developers may enter into with any person or persons who desires to acquire flats or portions in the building on ownership basis. The amount receivable under such agreements for leasing out of the flats will be received by the Developers for their own use.

14. On the completion of the said building, the Owner, if so required by the developers, will execute or join in the execution of all documents necessary for giving the flat buyers legal title to their respective flats /offices/shops including their undivided proportionate share and rights in the land.

15. The Owners agree and undertakes that will execute and give an irrevocable "General Power of Attorney" in favor of the Developers and / or its nominees so that no hindrance or obstruction is caused to the developers and thereby giving the developers authority to have and enjoy peaceful possession of the said premises and to do all such acts, deeds and things that may necessary for the development planning, construction and sale of the said building or flat /offices/shop on the said premises. However, its is covenanted between the parties that the aforesaid general power of attorney will be governed by the provisions
of this Development Agreement and in case of any conflict between provisions of the aforesaid general power of attorney and the development agreement, then provisions of the latter will prevail.

16. That the Owner hereby declare: -
    a. That the area of the said premises is 6230 Sq. ft. (app.)only more or less equivalent to 4.58 Kathaa of land.
    b. That the property is fully owned by self and the owner have title to the same and is free from all encumbrances.

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c. That the Owner has not created any encumbrances on the said property or any part thereof by way of sale, mortgage, exchange, lease, trust assessment right, gift, lien, leave license, permission, rent, possession, charge inheritance or any other encumbrances whatsoever.

d. That no notice or notification for acquisition or acquisitions under the statues for the time being informed has been received served or issued affecting the said property or any part thereof and owner is entitled to develop and or cause to be developed the said entire property.

e. That there is no notice or order passed by the Patna Municipal Corporation or any other body or Authority as set back or either acquisition of the said property or any part thereof and there is no requisition or whatsoever nature by the Municipality or other body or authority concerning or affecting the said property of any part thereof.

f. That there are no statutory claims, demands, attachments or prohibitory orders made or issued by the taxation authorities revenue authorities, municipal authorities or any government or the local bodies or authorities concerning or affecting the said property or any plot thereof.

g. That there are no attachments either before or after judgment and there are no claims, demands, suits, decrees, injunctions, orders, lispendens, notices, insolvency notice, petition or adjunction order made or issued by or the instance of any part thereof.

17. The Owner hereby irrevocably undertake not to sell, dispose, alienate the said property or any part thereof have and except putting the developers in possessions thereof for the purpose of development pursuant to this agreement with the ultimate object of grating, conveying and transferring the property as developed as aforesaid to the developers or person nominated by the developers including a society or societies or an incorporated body or limited company as hereinabove stated and further irrevocably undertake not to do any act, deed, matter or

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things as will be in contravention of the declarations made by them in the preceding clause.

18. In any event the owner without prejudice to foregoing declarations agree and undertake to remove all obstacles and clear all outstanding dues, doubts or defects at their own cost to vest the said property in developers or their nominees as said in preceding clauses.

19. That as the Owners will receive the consideration for the scheduled land in form of built-up area agreed as aforesaid. The Owners will at no time demand any further premium or have any interest in future dealings regarding the sale of Developers share of built-up area, but in case , if any development that takes place after completion of this project, owners shall also share the percentages as agreed upon .

20. That this agreement shall not ever be deemed to constitute a partnership of any sort between the parties hereto.

21. The Owner agrees that in case any condonation fee is imposed on the said building for any extra built-up area constructed in excess of the sanctioned plan, then the same will be borne and paid by both the Owner and the Developers in the ratio of their respective share of built-up areas in the said building for the extra area.

22. The owners agree that if any levy is imposed by the P.M.C. or any other public body (ies) or the Government for the development /betterment of the area in which the said premises is located or any other levy becomes applicable on the said premises or the building thereon, then the same shall be borne and paid by the owners and the developers jointly in the same proportion as their respective shares of built-up area in the building.

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23. It is agreed that in all transfers/conveyance of land / or built-up area the purchaser/transferee shall bear the cost of stamp duty, court fee and other registration charges.

24. That the owner will not be required to take steps to dispossess the developers or their men provided the construction work is carried on and completed in terms of this Development Agreement and the owners will be bound to execute and register the sale deed or the lease transfer deed or deed of release as stated herein above and in case of any failure to do so on the part of the owner the developers will have all rights to maintain possession over the land and built-up area and will also have the right to get the sale deed executed and registered through the process of the court at the cost of the owners, the owner will have no objection or plea to refuse or object to the execution and registration of the sale deed .

25. In case, at any time in future, additional built-up over and above proposed area on the said premises is permitted or sanctioned or constructed by the Developers, the same will be shared mutually with the same terms as contained in this agreement and of this additional built-up area of 25 % will be given to owners and balance 75 % will be owned by the Developers.

26. That Owner will bear and pay all outstanding charges and dues whatsoever future dues and payable in respect of the scheduled property including ground, rent, property tax, water and electricity charges, municipal dues/tax and other outgoing up to the date of this agreement. Thereafter from the date of the agreement, all rents, taxes etc. will be borne by the developers and developers indemnify the owners against the same.

27. It is also being agreed that the Owner's and The Developers will deposit the service tax / any other tax as applicable accordingly to their shared B/U area i.e. the developers will deposit for 75 % of B/U area and land Owner's for 25% of B/U area.

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28. The owner and/or their nominees will nave the same rights, title and interest to use and enjoy all the common pool areas, stair- cases, common parking spaces, common passages and lobbies etc. As the developers and / or their nominees.

29. That in case of any dispute or differences between the parties arising out of relating to this Development Agreement, the same shall be reference of the dispute or difference to the Arbitrators appointed by both the parties and such arbitration shall be conducted under the Provisions of the Indian Arbitration Act, 1940 as amended from time to time.

DETAILS OF LAND AND PROPERTY:

a.	Mohalla	: New Punai Chak
b.	Mauza	: Sherullahpur.
c.	Survey thana	: 8
d.	C.S.Plot No.	: Part of plot no 99.
e.	Khata No.	: 38.
f.	District	: Patna
g.	Area of Land	: 4.58 Kathas (6230.0 Sq ft. app)
h.	Ward No.	: 12.
i.	Thana Code	: 202.

BOUNDRY:

North	: Tribhuwan Developers and Construction Pvt Ltd and thereafter branch road.
South	: Jayant Kumar Part Of Plot No.99.
East	: Tribhuwan Developers and Construction Pvt Ltd
West	: Bihar State Electricity Board Grid.

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DIMENSENTIONS:

North	:	As per deed.
South	:	As per deed.
East	:	As per deed.
West	:	As per deed.

The Valuation fix by Gov. for the said landed property is ***Rs.2,00,26,000/-*** **(Rupees Two Crore twenty six thousand only)** and hence the challan of total stamp duty and registration & Other charges is ***Rs.4,23,760/-.***

IN WITNESS WHERE OF THE PARTIES HERETO HAVE EXECUTED THIS DEVELOPMENT AGREEMENT ON ..... DAY APRIL OF 2017 IN THE PRESENCE OF WITNESSES.

Witnesses :-

1. Sandip Anand,
S/o Gonish Pd.
Rajendra Nagar
Road no - 12, Patna-16

Sushila Devi
Signature Of Owner 29-4-17
(Sushila Devi)
Pan No. AEBPD5192B.

Tribhuwan Developers &
Constructions (Pvt.) Ltd.
Director
29-4-17
Signaure Of Developer
(Mithilesh Kumar)
Pan No,AACCT0272C.

2. Vikash kumar
S/o - Suresh pd singh
Vill+P.O+P.S - Karande
Dist - Sheikhpura

SALIENT FEATURES OF THE PROJECT:-

(i) Foundation : RCC cast-in-situ under-rimmed bore pile foundation.

(ii) Structure : RCC frame structure.

(iii) Civil Work : First class Brick masonary partition walls in Cement mortar.

(iv) Doors : All doors & Window frames of 1st. Class Salwood with flush-door shutters painted with quality enamel paint.

(v) Windows : All windows pallas of 1st Class Gamhar Wood with glass panes.

(vi) Plaster : ½" thick plaster in cement mortar(1:6) on brickwork Ceiling.

(vii) Flooring : Designer Marble Tiles./ Vitrified Tiles as choiced.

(viii) Kitchen : Flooring with Marble, cooking platform with granite top, Sink of Stainless Steel, Glazed tiles in dado upto 2'-0" above working top.

(ix) Electrical : Concealed PVC conduit pipe shall be laid with ISI approved copper Wires properly insulated as required. Power point of A/C in all bedrooms. Switches of fancy range.

(x) Sanitary Wares & Fittings : Provision of hot & cold water connection in all Bath Rooms & Kitchen & of branded quality.

(xi) Telephone & TV points : To be provided in Living rooms & Bedrooms.

(xii) Finishing : All internal walls & Ceiling finished & smoothened with wall putty / Cement Lime Punning & external surfaces with Acro/polymer based water repellent Exterior paint.

(xiii) Water Supply : Self boring & supply through over-head water tank.

(xiv) Lift : The Project is to have one quality lift of standard make.

(xv) Generator : A quality Generator of standard make, ISI approved, is to be Provided to meet the supply of power right in all flats during power-Cut situations.(500 watt)

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(xvi) Security : Intercom facilities to be provided to each flat and fire Safety provisions to be provided to the entire Project.

N.B. – Separate Charges for Parking & such as Power Connection & Intercom facilities.

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Director
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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. 401760/-	Amt.Paid By N.J Stamp Paper	Rs. 0/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 423260/-

Registration Fee

FEE PAID

A1	21000	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	0	J1	0	K2	0	Na	0
B	0	H1a	0	J2	0	Li	0		
								TOTAL-	21000

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 21500

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

Registering Officer
Patna

Date: 29/04/2017

Endorsement under section 52

Presented for registration at Registration Office, Patna on Saturday, 29th April 2017 by Sushila Devi Vijay Kumar Sinha by profession Others. Status - Executant

Sushila Devi
29/4/17

Signature/L.T.I. of Presentant **Date:29/04/2017**

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Sandip Anand' age '32' Sex 'M', 'Ganesh Prasad', resident of 'Tribhuwan Dharm Dulari Residence, Rajendra Nagar Marg, Sampatchak, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 29/04/2017

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 91 on pages on 229 -248, for the year 2017 and stored in CD volume No. CD-14 year 2017 .The document no. is printed on the Front Page of the document.

Registering Officer
Patna

Date : 29/04/2017

Token No. : 4682 Year : 2017 S.No. : 4481 SCORE Ver.4.1 Deed No . :d No . : 4033