



बिहार BIHAR
Serial No. 4288
Deed No. 4
Govt. of Bihar

Sub-Registry Office, Phulwarisharif

Summary of Endorsement

This document was presented for registration on 18/04/2018 by Ramesh Kumar Rakesh. A Stamp Duty of Rs. 134100/- and other fees of Rs. 21250/- has been paid in it. The document was found admissible. The Names, Fingerprints and Signatures of the Exe. and their Identifiers, who have admitted execution before me, are affixed on the reverse page. The document has been registered as Deed No. 4244 in Book No. 1, Volume No. 72 on pages from 522-532 and has been preserved in total 10 pages in E.D. No. 12 / Year 2018.
Date: 18/04/2018
Token No. F-45/2018
Signature with
(Arb)
Registering Officer, Phulwarish

दस्तावेज की जांच किया एवं दस्तावेज में अंकित विवरण अनुरूप सही पाया।

Scanned by JEETENDR KUMAR

DEVELOPMENT AGREEMENT

This Development Agreement made and entered into at Patna on 18th day of April 2018 (Two Thousand Eighteen) AD.

4515



For JAI DOMA BUILDCON PVT. LTD
Rajesh Kumar Singh
Director

For JAI DOMA BUILDCON PVT. LTD

Between

SRI RAMESH KUMAR RAKESH son of Sri Jailendra Prasad Singh, Resident of Village- Bhogipur, P.O. Mittanchak, P.S. Gopalpur, District- Patna, (Bihar), herein after called the "LAND OWNER" which term of expression shall unless excluded or repugnant to the context be deemed to include his legal heirs, successor, administrators, representative and assignees of the FIRST PART;

And

SAI DOMA BUILDCON PRIVATE LIMITED a private limited company bearing registration no./CIN : U45200BR2014PTC022364 incorporated under the provision of the Companies Act' 2013, having its registered office at West Lohanipur, Kadamkuan, Patna - 800003 and branch office at Sai Doma Enclave, Domanchak, Ramkrishna Nagar, Patna (Bihar) represented through its director Mr. Rajesh Kumar Singh, S/o Late Sarbanand Singh, resident of West Lohanipur, PO & PS : Kadamkuan, Dist.: Patna - 800003, hereinafter referred to as "DEVELOPER" which terms unless repugnant to the context shall include its heirs, successor, administrators, representative and assigns of the SECOND PART.

RECITAL

WHEREAS the Land owner owned the land measuring 19 decimals equivalent to 8274.88 Square feet in Survey Plot No.228 more fully described in Schedule-A below of this deed was ancestral property of the land owner and the same was recorded in Survey records in right in the name of Sahdeep Mahto, Chandradeep Mahto and Anup Mahto. Later on Anup Mahto died issueless and Chandradeep Mahto died leaving behind his brother Sri Sahdeep Mahto and after death of Chandradeep Mahto and Anup Mahto, the said Sahdeep Mahto came in exclusive peaceful physical possession over the same as absolute owner. Later on Sahdeep Mahto died leaving behind one son namely Saryu Singh and Saryu Singh died leaving behind three sons namely Jalendra Prasad Singh, Ravindra Prasad Singh and Shailendra Kumar Singh and after death of their father the above named all persons got it through an amicable family partition amongst each other and the

Ramesh K. Rakesh

SAI DOMA BUILDCON PVT. LTD



SAI DOMA BUILDCON PVT. LTD
Rajesh Kumar Singh

Director

property more fully described in Schedule-A below of this deed as well as other property fell in the share of Jalendra Prasad Singh. Later Jalendra Prasad Singh and his sons namely Sanjay Kumar, Vinay Kumar Vibhal and Ramesh Kumar Rakesh (Land owner) got it through an amicable family partition amongst each other and the property more fully described in Schedule-A below of this deed fell in the share of Land owner Sri Ramesh Kumar Rakesh and the Land owner also mutated his name in the State Surtta and paying the Land rent to the Govt. of Bihar through the Circle office-Sampatchak, vide Jamabandi No. 397.

AND WHEREAS the owner wanted to develop the said property by constructing a Multistory Apartment and the offer of the developer was found suitable and satisfactory by the owner and the owner agreed with the developer to take up the scheme for development of the Schedule-A property on mutually agreed terms and conditions and as per specification mentioned in Schedule B aforesaid owner will get only 38% (Thirty Eight) of the built up area constructed on the land in their shares in the complex in lieu of the value of the land detailed in the Schedule A property and accordingly the remaining 62% (Sixty Two) of the built up area with proportionate right on the said land shall be in the share of the developer and the developer shall have marketable right and interest to sell and transfer the said 62% of the remaining built up area of the said building to be constructed on the Schedule-A land by the developer for the member and individuals on ownership basis with a view to ultimately transferring the said 62% (with land) which is to individuals or different institutions etc for which the owners have agreed on the terms and conditions hereinafter contained

Whereas the land owner absolutely seized and possessed of a piece of land measuring 19 decimals as described in Schedule-A.

And whereas the developer has requested the owners to allow him to develop the said property details in Schedule A of this deed at their own cost and the owners have agreed to the proposal and authorized the developer to develop the said property and construct a multistoried residential building in accordance with the laws.

Ramesh K Rakesh
15/04/18

FOR SAI DOME B JILDCON PVT. LTD
Rajesh Kumar Singh
18/04/2018



FOR SAI DOME B JILDCON PVT. LTD
Rajesh Kumar Singh

Director

Both First and Second Party have agreed to accept the Development Agreement on the following grounds and conditions:-

1. OWNER'S UNDERTAKING:-

The owners further represented and declared:

- i) That the above said piece of land is under the exclusive possession with the above mentioned owners.
- ii) That the owners will pay the arrear (if any on the plot) of any taxes regarding revenue i.e. Municipal Tax and any other liabilities whatsoever it may be regarding the area concerned.
- iii) That the said property is under the exclusive possession with absolute right, title and interest and free from all encumbrance to transfer and convey the whole or part of the said property having a fully marketable title thereby.
- iv) That the owners have not created any encumbrance on the said property or any part thereof by way of sale, mortgage exchange lease, trusty assessment inheritance of any other encumbrance whatsoever.
- v) That ~~no notice or notification for acquisition /~~ requisition / urban land ceiling under any of the status of the past or presently in force have been received / served or passed by the Patna Municipal Corporation or any other Authority (Govt.) as per knowledge of the owners for the acquisition / requisition of the said property or part thereof, as per knowledge and believe of owners.
- vi) That there are no claims, demand, suit, injunction order notice, petitions or adjudication.
- vii) That there is no namidar or trustee for anyone in respect to the said property or part thereof.
- viii) That the owners have not entered in the past in any agreement of the said property or part thereof for sale or development of the said property or any part thereof nor have made any agreement with anyone

For SAI DOMA BUILDCON PVT. L^{TD}.
Rajesh Kumar Singh
Director
18/4/2018
Ramesh Kumar Singh
18/04/18



For SAI DOMA BUILDCON PVT. L^{TD}
Rajesh Kumar Singh

Director

whatsoever regarding the said property or any part thereof.

2. CONSIDERATION:-

In consideration of the ~~38% share in the proposed building, owners giving license to the Developer to enter the property, to develop and construct a multistoried building on the schedule A land having residential flats / shops / offices at Developers costs and conferring on them the right, privileges and benefits mentioned herein.~~

3. The Developer agreed and undertake that they will complete the construction of building within a period of 5 years from the date of approval of the map from the competent authority with a grace period of six months.

As a result of the negotiation between the parties hereto and the representation and declaration made by the owners as herein recorded, an agreement for the development of the said property by the aforesaid Developer has been arrived at between the parties upon the terms and conditions hereinafter appearing.

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

1. The owner hereby appoint the aforesaid developer as the Developer of the said property and grants power of attorney to the Developer, who hereby accepts from the owners the right to develop the said property with specification as described on Schedule-B of this agreement hereunder written in the manner and on the terms and conditions as stipulated hereinafter.
2. The developer and the owners have jointly assessed the permissible F.A.R. as per PRDA / Municipal building by-laws on said property, which shall be distributed over several floors of the said building and on the basis of this agreement is being entered into by and between the parties hereto, however, the actual built-up area shall be as sanctioned by the competent authority.

Ramesh K. Ramesh
18/10/18

For & AI DOMA BUILDCON PVT. LTD.
Rajesh Kumar Singh
18/10/18
Director



For & AI DOMA BUILDCON PVT. LTD.
Rajesh Kumar Singh
Director

3. The above built up area does not include ~~saleable parking spaces whether open or covered which will be shared on mutually agreed terms to be defined separately.~~
4. That the developer shall construct the building complex as per its standard specification annexed herewith as ~~Schedule-B which forms part of the development agreement.~~
5. Immediately after the execution of the development agreement the Developer shall proceed with preparation of plan and drawings for the said buildings.
6. The Developer shall obtain consent / approval from the Land owner (Sri Ramesh Kumar Rakesh) before the plans submitted along with the prevailing standard specification on material to the competent authority in the name of the owner's and permission approval shall be obtained in their names and thus land owners agree to sign all such papers that may be deemed necessary by the developer for the same purposes. However all fees, charges and expenses relating to such approval shall be borne by the developer.
7. It is further agreed to that any alteration or revision of the aforesaid plan within the parameters of the competent authority's building rules and regulations which may become necessary shall required approval of the owners.
8. Immediately after sanction of the plan by the competent authority the developer shall start construction and on ~~completion of the construction~~ the Developers shall deliver 38% share of constructed areas to the land owners.
9. The owner further agree to sale, convey, transfer and or assign to the builder and / or its nominees including a co-operative housing society, Association of persons, firms, body corporate etc of their 62% share with of undivided share in the said land i.e. as per Schedule-A on completion of the building on account of consideration and on terms and conditions mentioned hereinafter.
10. The Land owner has no objection in case the Developer seeks a Loan to complete the project from any Financial Institution or Bank after sanctioning the plan by a Competent Authority and the Land Owner assures the

Ramesh or Rakesh.
18/04/18

For SAI DOMA BUILD CON PVT. LTD

Rajesh Kumar Singh
Director

18/04/2018



For SAI DOMA BUILD CON PVT. LTD

Rajesh Kumar Singh

Director

Developers to sign all the documents regarding Finance of Project and also assures to deposit the Title deed to the concerned Financial Institution.

- 11. As consideration of 38% constructed area and undivided share in said property the developer agrees to deliver and give possession to the owners 38% of the total built-up area in the said building to be constructed by the builder at its own cost on the said property hereinafter called the owners area. The balance 62% of the built-up area shall belong to the Developer and shall hereafter be called for having constructed the entire building at its own costs (from the flats/ shops / offices purchasers money) and expenses.
- 12. The owners and their nominee(s) shall solely exclusively be entitled to owner's area and they shall have absolute right interest over the owner's area and shall be fully entitled to use and enjoy the same.
- 13. At the time of approval by the owners of the above building floor as aforesaid, the owner's area and the developer's area shall be clearly demarcated.
- 14. Owners and their heirs shall solely and exclusively be entitled to the owners area and they shall have absolute right, title and interest over the owner's area and shall be fully entitled to use and enjoy the same either themselves, individually and collectively or shall be fully entitled to transfer, convey, grant, otherwise alienate their interest in any manner as deemed fit by them to any person, Association of persons, firm, body corporate, co-operative society, government agencies, etc. on such the terms and conditions as may be decided by the owners individually or collectively.
- 15. The Developer and ~~or its nominees~~ shall solely and exclusive be entitled to the Developers area and they shall have absolute and interest, over the developers area and they shall be fully entitled to transfer, convey, grant otherwise alienate their interest, in any manner as deemed fit by them to any person, Association of Persons, firms, body corporate, co-operative society, government agencies

Ramesh K. Rajas.
18/04/18

FOR SAI DOMA BUILDING SVT. LTD.
Rajesh Kumar Singh
18/4/2018 Director



FOR SAI DOMA BUILDING SVT. LTD.
Rajesh Kumar Singh

Director

- etc. on such the terms and conditions as may be decided by the developers or its nominees individually or collectively.
16. ~~The developer agree to construct and give~~ final physical possession of the owner's area to the owner within a period of 60 (Sixty) months from the date of approval of map from the competent authority with a grace period of six months.
 17. This agreement will not ever be deemed to constitute a partnership or joint venture of any sort between the parties hereto.
 18. After completion of building the owners and their nominees (so and the developer and its nominee(s) shall jointly have undivided right, title and interest over the land as shown in Schedule-A of the said property handed over to the developer for property development.
 19. The owner hereby from date of this development agreement will allow peaceful entry to the said property more fully described in Schedule-A herein to the developer to take up and proceed with the development planning. After the sanction of the said building plan full possession of the land will be given immediately to the developer to proceed with construction for marketing / booking of developer's share of built up area.
 20. It is agreed that any agreement made or entered into at any time by the owner in breach or violation of the terms and conditions of this development agreement shall be null and void.
 21. The owners hereby irrevocably undertakes not to sell, dispose off, alginate charge encumbrances, lease or otherwise, transfer the said land more described in Schedule-A ~~or any part thereof~~ during this agreement and undertake not to do any act deed matter or things as shall be breach of the developer in possession thereof for the purpose of the developer pursuant of this agreement.
 22. The developer shall be develop the said property by its own name and account and its own cost and shall ~~alone~~ be responsible for the development of the said property and neither the owner nor any person(s) claiming through the

Garness Mr. Ramesh.
18/04/18

For and DOMA BUILDCON PVT. L. LTD.
Rajesh Kumar Singh
18/4/2018 Director



For and DOMA BUILDCON PVT. L.
Rajesh Kumar Singh
Director

owner shall have any right or interest in the work development of the said property.

23. As after the date hereof the developer shall be deemed to be in possession of the said property and shall be free to do all acts deed and things required for development and construction of the said building at the developer's own risk costs and expenses.
24. After sanction of the building plan by the competent authority ~~the developer shall be entitled to enter into an agreement for sale or otherwise allot parking spaces, flats, shops, offices etc. compromise in the developer's area in the said built up area and which does not be form part of the owner's area wherever required by the developer the owner's will join as confirming party in sale deeds. That the developer may enter into with respect to the developer's area and shall-exclusive be entitled to realize all amounts receivable under agreement, sale deed, deeds of allotment etc. for development and construction for the building and for its own use.~~
25. Similarly the owners shall be fully entitled to enter into agreement for sale otherwise allot flat compromise in the owners area and in the building which is of the total built up area and which does not be from the developer's area. Whenever required by the owners the developer will join as confirming party in such agreement, sale, deed, deeds of allotment etc. that the owners may enter into with respect to owner's area and owners shall exclusively be entitled to realize all amounts receivable under such agreements, sale deeds, deed of allotment etc. for their own use.
26. The common area shall jointly be owned by the owners and developer of all portions of the said building with equal entitlements to use common area and facilities intended for utilization by the occupants of the said buildings on the said terms and conditions applicable to all for such utilization. Now owner of any part of the said building will have no exclusive right, title and interest over the common area and common facilities except of common use.

Agress or Rates.
18/04/18

For SAI DOMA BUILDCON PVT. LTD
Rajesh Kumar Singh
18/04/2018
Director



For SAI DOMA BUILDCON PVT. LTD
Rajesh Kumar Singh
Director

27. It is agreed in transfer / conveyance of land or built up area, the purchaser(s) shall bear the cost of stamp duty, court fee and other registration charges.

28. DELIVERY OF TITLE DEEDS:-

The developer shall be entitled to inspect the title deeds in possession of the owner and may raise loan for construction of building / project on the virgin plot's share in the ratio as agreed above on or before completion of the purposed multistory building on the land.

29. Force Majeure:- If either party be prevented from performing his part of obligations under these presents due to existence of force majeure such as earthquake, flood, riot, war, storm, civil commotion, blasts, malicious damages fire or any other act or commission or cause beyond the control of the party concerned provided that the cause was not included by the party himself / themselves.

30. Either of the parties herein commit no breach of these presents any or any of the terms herein or unduly delays performance of the party aggrieved.

31. Arbitration:- It is hereby agreed by the parties that all disputes and differences arising out of in relation to these presents or touching the development and construction of new building and in relation thereto shall be referred to the arbitration.

32. Only the court in Patna (Bihar) to entertain and determine or adjudicate all action suits and legal proceedings arising out of or in relation to these presents, award of the arbitrator of the otherwise between the parties herein.

33. The maintenance of the building including all common areas, service like guard, sweeper, cleaner, plumber, electric / generator etc. (which may be required) shall be carried out by the developer at the cost of all the occupants until the co-operative society of occupants is formed as commonly decided by all occupants.

34. Installation of electric meter / generator will be carried out by the developer. The owner will not be required to contribute towards their purchase or installation charges.

8/11/2018
Ramesh Kumar

FOR M/s DOMA BUILDCON PVT. L. LTD.
Rajesh Kumar Singh
18/11/2018
DIRECTOR



FOR M/s DOMA BUILDCON PVT. L. LTD.
Rajesh Kumar Singh

Director

35. THE DEVELOPER FURTHER UNDERTAKES:-

That it will not do any act of commission expressly impliedly, directly or indirectly by which the owners rights, title and interest over the said land property may in any manner be adversely affected until the developer has give delivery of 38% constructed area share to the owners.

36. To indemnify the owners and always keep them indemnified and harmless in respect of all claims, damages, compensation or expenses payable in consequence of any injury or accident sustained by any worker in the employment of the developer and during period of construction of the said building thereon.

37. That the Land Owners and Developers have decided the name of the building as SAI PRAKASH ENCLAVE.

In witnesses whereof both the parties have executed this development agreement deed on this the day, month and year first above written.

Witness:

1. सुधीर कुमार
पिता - सुरेन्द्र प्रसाद सिंह
ग्राम - निदामन पुर
थाना - मलौड़ी, पटना

Rajesh K. Ramesh,
18/4/18

Signature of Owner (First Party)

For SAI DOMA 8 JILSON PVT. L TD

Rajesh Kumble Singh
18/4/2018 Director

Signature of Developer (Second Party)

2. M.D. Islam
S/o. M.D. Hashim
Chowk
Palma
18/4/18

Drafted by -

Adv. Palma R.H.S.

For SAI DOMA 8 JILSON PVT. L TD
Rajesh Kumble Singh
Director



SCHEDULE - A

ALL THAT piece and parcel of land measuring 19 decimals (Nineteen decimals) equivalent to 8274.88 square feet, bearing Khata No.36 Khesra No.228, Tauzi No. Govt. of Bihar, Thana No.104, MVR -156, Situated at Mauza - Bhogipur, Survey Thana Phulwari at present P.S. Gopalpur, District Patna, Sub-Registration Office Phulwari and District Registration office Patna, which is bounded as follows:

BOUNDARY

North : Arjun Singh
 South : Usha Devi
 East : Atang
 West : Siwane Bhetwara

Value of the Property Rs. 66,52,000/- (Rupees Sixty Six Lakh Fifty Two Thousand) only.

Ramesh K. Ramesh.
18/4/18
 Signature of Land Owner

For SAI DOMA BUILDCON PVT. LTD.
Rajesh Kumar Singh
18/4/2018
 Signature of Developer
 Director

For SAI DOMA BUILDCON PVT. LTD.
Rajesh Kumar Singh
 Director



SCHEDULE - B**Specification:**

Foundation	:	R.C.C. Cast in situ under reamed bore pile foundation.
Super Structure	:	R.C.C. Framed structure.
Brick Work	:	First class Brickmasonry Partion walls with cement mortar.
Internal walls	:	In cement mortar 1:6 on Brick work and 1:1.5:3 on R.C.C.work
Flooring	:	Vitrified Tiles.
Doors	:	All Choukhat shall be of Hard Wood, Flush shutter painted with Enamel Paint.
Windows	:	All windows - Glazed Alluminium with Glass Panel.
Sanitary ware & fittings	:	Provision for Water connection in all bathrooms & kitchens, Taps, fittings etc of Standard make C.P. Floor in Bath Rooms will be of Antiskid Vitrified Tiles upto 7 ft. heights.
Electrical Items	:	Concealed PVC conduits shall be laid with copper wire as required, Power Plug for AC in all Bed Rooms, All modular Switches.
Wall finishing	:	All internal walls will be finished with wall putty.
Kitchen	:	Marbles Tiles, Cooking Platform with green / black marble top, steel shink, glazed tiles upto 2 ft. heights above working top.
Generator	:	Generator Set of Required capacity.
Lifts	:	OSIS (6 passenger)

Ramesh Kumar Singh
18/4/2018

Signature of Land Owner

For SAI DOMA BUILDCON PVT. L.™

Rajesh Kumar Singh
18/4/2018 Director

Signature of Developer

SAI DOMA BUILDCON PVT. L.™

Rajesh Kumar Singh
Director



रोक से मुक्त

18/4/18
शिवनन्दन राव

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. 134100/-	Amt.Paid By N.J Stamp Paper	Rs. 5000
Addi. Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 150350

Registration Fee										LLR + Proc Fee	Service Cha			
FEE PAID	A1	20000	C	0	H1b	0	K1a	0	Lii	0	LLR	0		
	A8	0	D	0	H2	0	K1b	0	Liii	0			Proc.Fee	0
	A9	0	DD	0	I	0	K1c	0	Mb	0				
	A10	0	E	1000	J1	0	K2	0	Na	0				
	B	0	H1a	0	J2	0	Li	0						
	TOTAL-										21000			

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 21250

Date: 18/04/2018

[Signature]

Registering Of
Phulwaris

Endorsement under section 52

Presented for registration at Registration Office, Phulwarisharif on Wednesday, 18th April 2018 by Ramesh K Rakesh S/O Jailendra Prasad Singh by profession Others. Status - Executant

Ramesh K Rakesh
18/4/18
Signature/L.T.I. of Presentant

Date:18/04/2018

[Signature]

Registering Of
Phulwaris

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Md. Islam' age '35' Sex 'M', 'S/O Md. Harun', resident of 'Nehru Toia, Begumpur,patna City, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 18/04/2018

[Signature]

Registering Of
Phulwaris

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Phulwarisharif in Book 1 Volume No. 72 on pages on 523 -532, for the year 2018 stored in CD volume No. CD-12 year 2018 .The document is printed on the Front Page of the document.



Date : 18/04/2018

[Signature]

Registering Of
Phulwaris

Token No. : 4515 Year : 2018 S.No. : 4288 SCORE Ver.4.1

Deed No. : d No. : 4

Rajesh Kumar Singh
Director



Shri
सौरभ कुमार
३० वें विभाग

For JAI JOMI BILLOONART LTD
Rajesh Kumar Singh

Director