



14575/13



Serial No. 14153

Deed No. 13689

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

This document was presented for registration on 24/04/2013 by Santosh Kumar Singh
A Stamp Duty of Rs. 295200/- and other Fees of Rs. 754/- has been paid in it.

The document was found admissible. The Names, Photographs, 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. 13689 in Book No. 1, Volume No. 298 on pages from 282 to 299 and has been preserved in total 18 pages in C.D. No. 46 / Year 2013

Date: 24/04/2013

Token No: 14575 / 2013

Signature with Date
(Ashok Kumar Thakur)
Registering Officer, Patna

For MAHENDRA HOMES PVT. LTD.
Managing Director
Ravindra Kumar
24/04/2013



Scanned by
H. K. Thakur

DEVELOPMENT AGREEMENT

This Deed of Development Agreement is made
on this date of ...24-04-2013 at Patna.

Santosh Kumar Singh
24/04/2013

District Registry Office, Patna

Token Number 14575 Reg. Year 2013 Serial Number 14153 Deed Number 13689

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Presented By	Santosh Kumar Singh <i>Santosh Koo. Singh</i> 24/04/2013						
Executant	Santosh Kumar Singh <i>Santosh Koo. Singh</i> 24/04/2013	☒ Photo	☒ Thumb	☒ Index	☒ Middle	☒ Ring	☒ Little
Identified By	Sudhir Kumar <i>Sudhir Kumar</i> 24/4/2013						
Claimant	Ravinesh Kumar(Dir.) <i>Ravinesh Kumar</i> 24/04/2013						

SCORE Ver.3.0

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BETWEEN

SRI SANTOSH KUMAR SINGH S/o Late Devendra Prasad Singh, presently resident of Village - Abdullahchak, P.S.- Gopalpur, Dist- Patna, Here in after referred to as the Owner of the First part which expression shall mean and include their legal heirs, representative, assignees and transferee of the FIRST PART.

PAN-CWAPS7865K

AND

M/s Mahendra Green Homes Private limited, a Company incorporated under companies act 1956, having its registered office at E- 85 People 's Co- operative Colony Kankarbagh, Patna- 800020, through its managing director **Shri Ravinesh Kumar** S/o Sri Mahendra Singh, Resident of House No. E- 85, P.C. Colony, Kankarbagh, P.S- Kankarbagh, Dist- Patna, hereinafter referred to as the "Developer" which expression shall unless it be repugnant to the context shall mean and include their Administrators, Legal Representatives, Assigns or Successors in interest of the Second Part.

PAN- AAHCM8166B

Whereas the aforesaid Land owner derive the right title and interest in the land bearing Survey Plot No. 412, Khata No.- 26, Tauzi No.- 328, Thana No-123, Valuation Code No. -175, situated at Mauza- Abdullahchak, P.S.- Gopalpur, Sub & Sadar registry office and District- Patna measuring about 13.12 Katha more or less about 17855.5 Sq.ft equivalent to 41 Decimals or there about is being transferred to the Developers the Second Part for development of land into Multistoried Residential Complex more particularly described in the schedule and following part of this Development Agreement, hereunder written and bounded as follows :-

For MAHENDRA GREEN HOMES PVT. LTD.

Ravinesh Kumar
24/04/2013

Managing Director

Santosh Kumar Singh
24/04/2013



BOUNDARY

North : Part Plot No.- 411 (**M/s Mahendra Green Homes Private limited**)

South : Plot No.- 413

East : Plot No.- 414

West : Part Plot No.- 411

Whereas, the said land is ancestral Property . After partion between Rajendra Prasad Singh & Devendra Prasad Singh & others through Title Partition Suit No. 180 year 1972 in the court of sub Judge- 2, Patna , in which Devendra Prasad Singh got the said property described in schedule -I. After death of Devendra prasad died leaving behind only son **Santosh Kumar Singh** as land owner here in described the Executant

Whereas, Land owner, the first Part is in peaceful possession with absolute right title and interest, free from all encumbrances over the land and the same is in marketable conditions. The Land owner have paid annual tax of the land through the receipt no. 383234 permission of the Circle officer of Sampatchak vide Jamabandi No.142.

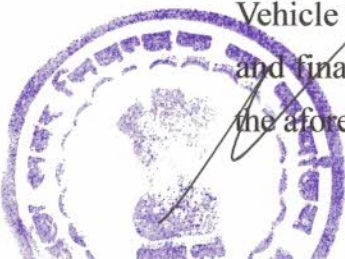
Whereas, the Land owner intended to get a multistoried building complex developed and constructed on the said land through an experienced Developer, know as **M/s Mahendra Green Homes Pvt Ltd.**, Patna, on the Schedule -I premises.

And Whereas, the Developer of the second part offered to construct at their own cost the Multistoried Residential Building Complex of Flats and Vehicle Parking Spaces on the schedule land of the Owner and to give 45% share of the total constructed built-up area of the complex as well as owner Vehicle Parking space to the Owner as 'Owners Area', in full and final and adequate consideration for the value of 55% of the aforesaid land, which shall be conveyed by the owner to the

FOR MAHENDRA GREEN HOMES PVT. LTD.

Ravindra Kumar
24/04/2013
Managing Director

Santosh Kumar Singh
24/04/2013

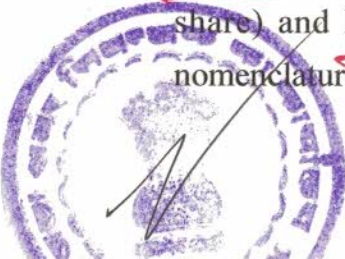


Developer or their Nominees or Prospective Buyers as 'Developer's Area', who may form an Association of Buyers / Co-operative Society and owning flats in the said Building complex with all fittings (as specified). On terms & conditions, which may be mutually agreed upon between the 'Owner' and the 'Developer', more fully described as follows :-

1. The owner have agreed to authorize the Developer to enter upon the schedule-I land with right to develop the said land into a multistoried Building and to share the constructed area in the ratio of 45% to the Land owner (against the value of 55% area of the said land) and 55% to the Developer or to retain the same for their (Developer) prospective Buyers or Nominees as the case may be.
2. The Developer shall get prepared a building plan by their known architects which should be shown to the owner, after getting their consent the Developer shall submit the same in the office of Patna Nagar Nigam or to any other concerned Authority for sanction of the Plan. Any Suggestion or deviation in respect of the Plan should be brought to the notice of the Owner and their consent should be obtained for the same.
3. The Developer have agreed to start the construction work in accordance with the sanctioned Plan and to complete the same within a period of **Sixty six** Months from the date of approval of the plan from the concerned Authority. Further a grace period of Twenty Months may be allowed by the Land Owner to the Developers for the completion of the construction.
4. That immediately, after the sanction of the plan from the PMC or the concerned Authority, a DEED OF ALLOTMENT AGREEMENT shall be executed between the owner (45% share) and Developers (55% share), giving in details of nomenclature and location of Flats of Owners & Developer

For MAHENDRA GREEN HOMES PVT. LTD.
Ravindra Kumar
24/04/2013
Managing Director

Santosh K. Singh
24/04/2013



Shares on **each floor** alternatively in front and back sides of the proposed Apartment.

5. That the Developer shall handover the complete possession of the owners share of 45% of developed area to the Owner on each floor, within the same period of **Sixty six** Months form the date of sanction of the plan by the concerned Authority, which the owner will be entitled to enjoy the sell or transfer for consideration of full value of 55% of the aforesaid land to be transferred by the Owner to the Developer or their Nominees and Owners shall have no claim over the Developer's area.

6. That the Developer shall be entitled to possess the remaining 55% of the developed area along with the proportionate share in land as Developer's share for sell to their prospective Buyers or Nominees, as the case may be.

7. That the Developer shall be free to do all acts, deeds and things required for development and completion of the project and thereafter marketing relating thereto at their own cost and expenses. Also, Developer shall be entitled to arrange **Housing loan** from the financial institution or Banks by mortgaging their own share 55% in developed land.

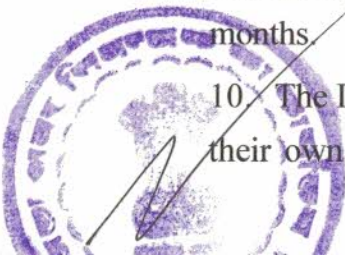
8. That if required, the developer can take project finance for expediting the project and that loan can be raised over Developer's Area.

9. The Developer undertake to complete the construction of building in all respect as per the sanctioned Plan within a period of **Sixty six** months from the date of commencement of the work. On request of the Developer for good and sufficient reasons the owner may allow a further grace period of twenty months.

10. The Developer shall be entitled to retain or allot and sell their own share of 55% in the constructed area along with

RAVINDRA GREEN HOMES PVT. LTD.
Ravindra Venman
24/04/2013
Managing Director

Santosh, Hqs. Singh
24/04/2013



proportionate share in the said land, to their prospective Buyers and to receive the consideration for the same in their own account.

11. That as and when required by the Developer the Owner will join the Developer as the confirming party in any agreement that the Developer may enter into with any Person/s who desire to acquire **Flats** or Parking Space in the Built-up area of the developed land of the premises of Developers Share. The Owner shall neither receive any amount from and on behalf of Developer out of the sell proceeds of the Developer's share nor the Owner shall have any liability in respect of those Developers area.

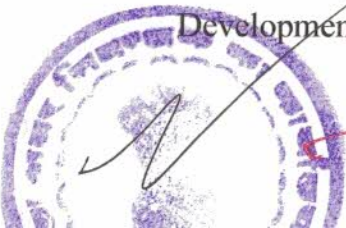
12. That the Owner are giving a power of Attorney in favour of developer to sell flats as well as Vehicle parking spaces which are in the share of developers. along with the proportionate share of land as per the Bihar Apartment Act, 2006.

13. That the Owner have agreed to execute a registered Development Agreement/ Power of Attorney as per Bihar Apartment Act 2006 and Bihar Owners Apartment Rules 2006, and in this act there is further no need of Power of Attorney in favour of the Developer or their nominee's so that no hindrances or obstructions is caused to the Developers in carrying out and discharge its obligations under these presents and thereby giving the Developers right and authority to have and enjoy peaceful possession of the said property and to do all acts and/or things that may be necessary for the sale of Developers Area. It is however expressly agreed and understood between the parties that the aforesaid General Power of Attorney shall be governed by the provisions of this Development Agreement and in case of any conflict between

For MAHENDRA GREEN HOMES PVT. LTD.

Ravindra Kumar
24/04/2013
Managing Director

Nand Lal Singh
24/04/2013



the parties the provision of the Bihar Apartment Act 2006 and Bihar Owners Apartment Rules 2006 shall prevail.

14. That the Owner will Co-operate with the Developer in signing papers required by the concerned Authority for the sanction of Building Plan, Housing Loan Institutions or the registrar in connection with construction of the building or registration of the Built-up area of Developer's share as and when required.

15. That the Owner have not entered into any other agreement/ contract either for sale or development of the said land in any way to anyone. If any agreement etc., were made previously that must be treated as null and void, In case of dispute arising from, the side of owner or his other cosharer, the owner shall be whole sole responsible for the same as and the share if any claimed by the cosharer that will be compensated from the share of first party.

16. That the Developer shall use and apply only standard goods and materials, fixtures and fittings in accordance with the specifications provided in Schedule-2.

17. That the Developer may make application to P.R.D.A. now P.M.C. for Sanction of map or any other the concerned authority for obtaining Electrical connection and permits or quotation for cement, steel and other controlled building materials and also make application to other placeses where needs for proposed plane/Building.

18. That the parties to this Development Agreement have agreed to sell and / or otherwise transfer any shops/Flats/Office Space or Parking space to only those prospective Buyers who will agree to pay all rents and taxes to the Municipal Corporation and other Statutory bodies which may fall due from the date of handing over possession to them. This should be specifically

For MAHENDRA GREEN HOMES PVT. LTD.

Benimati Kumari
24/04/2013

Managing Director

Santosh K. Singh
24/04/2013



stated in the Agreement to Sale of Built-up area to the prospective Buyers.

19. That the Owner agrees to pay only proportionate rent and taxes in terms of their share in the building which may be imposed by the Municipality or any concerned Authorities.

20. That it is agreed that after the execution of this indenture the Developer or their Nominees including a Co-operative Society shall be entitled to put up the sign boards on the said premises and if desired fence the entire premises according to their requirement for the purpose of development and advertisement till the work is completed.

21. That the Certificate of the Architect employed in the project will be final and bonding to both the parties in calculation of area of the share of both the parties and specification mentioned in the schedule under the same criteria.

22. That the Owner shall refer that in case of any dispute arising out of this agreement a sole Arbitrator will be appointed and the proceeding will be conducted in accordance with the provisions of Arbitration & reconciliation Act. 1996 and if the matter is to be decided by court, the court of Patna shall have jurisdiction.

23. That if any stage of the construction if the title of the said land is found to be wrong then investment and cost of construction will be recovered from the Owners in sufficient part covering the damages to the Developers and their investors.

24. That if the Construction work is stopped due in pending cases before any court or due to any government policy or regulation or order of any court then in that case the Developer shall not responsible for that and the Developer have Liberty to avail the said period for which the constructoin work remained stopped but this clause will not be applicable if the construction work remained stopped due to fault of the developer

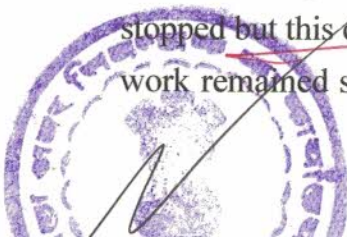
For MAHENDRA GREEN HOMES PVT. LTD.

Ravindra Kumar

24/04/2013

Managing Director

Santosh Singh
24/04/2013



25. That all fixtures, fitting and design may be changed of the discretion of the architecture.

26. That a sum of Rupees three lacs has been paid to the land owner against the aforesaid property by the developer through cash.

27. That the Land owner will have to handover the land to the developer within 45 days from the date of this development Agreement.

Schedule –I referred to above

Description of the total property of Sri Santosh kumar singh
S/o Late Devendra Prasad Singh above referred to :

Mauja	:	Abdullahchak
Pargana	:	Azimabad
Thana No.	:	123
Police Station	:	Gopalpur
Tauji No.	:	328
Khata No.	:	26
Area of Land	:	41 Decimal

**GOVT. VALUATION OF THE SCHEDULE
PROPERTY**

Total Land measuring 17855.5 Sq.ft equivalent to 41 Decimals @ Rs. 20% increasment 3,60,000/- per Decimal totaling to Rs. 1,47,60,000/- only.

SCHEDULE -2

The Amenities and Specifications to be provided in the proposed Apartments named **DEVENDRA GREEN CITY** Shall be as follows :-

For MAHENDRA GREEN HOMES PVT. LTD.

Ravindra Kumar
24/01/2013
Managing Director

Santosh K. Singh
24/04/2013



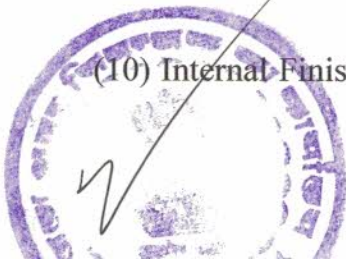
- (1) Foundation : As per the design of the structural Engineers.
- (2) Structure : RCC Framed Structure.
- (3) Brick Work : 1st Class BBM/Fly Ash Brick Masonry.
- (4) Flooring : Vitrified tiles or Marble, in Drawing/ Dining Hall,
- (5) Doors : wooden frames 32 mm thick ISI Water Proof Flush Door. Main door painted with 2 coats of synthetic enamel paints over a coat of primer & internal doors provided with a coat of wood primer only.
- (6) Windows : Either hardwood or Fully Glazed aluminum windows.
- (7) Toilets : 7' 0" high glazed tiles dado, white glazed branded vitreous sanitary wares, good quality chromium plated fittings, hot and cold points in one bathroom, is bath area.
- (8) Kitchen : Steel kitchen sink, Granite kitchen top/platform, 2'00" high Glazed Tiles dado over it, good quality chromium plated fittings.
- (9) Electricals : Concealed copper wiring of standard brand or equivalent brand, ISI mark, switches and accessories, one telephone & T.V point in hall & Master bed room. Sufficient Lighting/ Fan Points in each rooms and Drawing/ Dining Hall.
- (10) Internal Finishes : sand cement plaster on walls covered with plane POP, Paints will be charged extra.

For MAHENDRA GREEN HOMES PVT. LTD.

Ravindra Kumar
24/04/2013

Managing Director

Saurabh K. Singh
24/04/2013



- (11) External Finishes : Send cement plaster covered with 2 coats of exterior emulsion paint over a coat of wall putty.
- (12) Loft : in kitchen & rooms shall be charged extra.
- (13) Electric & Generator connection : Shall be charged extra, as per the actual proportionate cost incurred.
- (14) Lift : of standard make shall be provided.
- (15) Water supply : Shall be provided with deep submersible pump of standard brand.
- (16) Fire Safety : Fire safety arrangement shall be provided as per the sanction map of concerned Authority.

IN WITNESS whereof the parties hereto have put their signature on the date first mentioned herein above in presence of following witness:-

1. सुनील कुमार
पिता - रामवर्मा सिंह
ग्राम - पहाड़ी मु.
पौरो - समीपा
जिला - पटना -
803214

Santosh Koo. Singh
Signature of the Owner 24/04/2013.

For MAHENDRA GREEN HOMES PVT. LTD.

Ravindra Kumar
24/04/2013
Managing Director

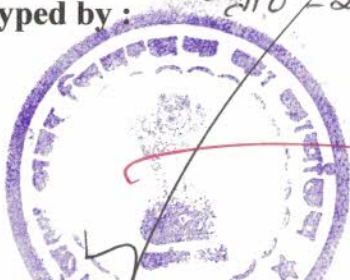
Signature of the Developer

2. तरुण कुमार
पिता - श्री राम अनुग्रह सिंह
मौज + थाना - राम कुवण नगर
जिला - पटना

Typed by : 24/04/2013

Drafted by :

Sangary Kumar,
Adv
CBA 24/04/2013 Paha



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. 295200/-**
Addl. Stamp duty paid under Municipal Act **Rs. 0/-**

Amt. Paid By N.J Stamp Paper **Rs. 5000/-**
Amt. paid through Bank Challan **Rs. 290954/-**

Registration Fee										LLR + Proc Fee		Service Charge	
FEE PAID	A1	0	C	0	H1b	0	K1a	0	Lii	0	LLR	0	450
	A8	0	D	0	H2	0	K1b	0	Liii	0	Proc.Fee	0	
	A9	0	DD	0	I	0	K1c	0	Mb	0	Total	0	
	A10	0	E	250	J1	0	K2	0	Na	54			
	B	0	H1a	0	J2	0	Li	0					
	TOTAL-									304			
Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. -										754			

Date: 24/04/2013

Registering Officer
Patna

Endorsement under section 52

Presented for registration at Registration Office, Patna on Wednesday, 24th April 2013 by Santosh Kumar Singh S/O Late Devendra Prasad Singh by profession Others. Status - Executant

Santosh K. Singh
24/04/2013

Signature/L.T.I. of Presentant

Date: 24/04/2013

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Sudhir Kumar' age '43' Sex 'M', 'Rambali Singh', resident of 'Chak Rahim, pandarak, patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 24/04/2013

Registering Officer
Patna

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 298 on pages on 282 -299 , for the year 2013 and stored in CD volume No. CD-46 year 2013 .The document no. is printed on the Front Page of the document.



Date : 24/04/2013

Registering Officer
Patna

Token No. : 14575

Year : 2013

S.No. : 14153

SCORE Ver.3.0

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ELECTION COMMISSION OF INDIA
IDENTITY CARD
भारत निर्वाचन आयोग
पहचान पत्र

KDG0436873



Elector's Name : Sudhir Kumar
निर्वाचक का नाम : सुधीर कुमार
Father's Name : Rambali Singh
पिता का नाम : रामबली सिंह
Sex / लिंग : Male / पुरुष
Age : 33 Years as on 1.1.2002
आयु : ३३ वर्ष १.१.२००२ को

Address : 12, Chak Rahim,
Town/Vill - Chak Rahim,
Anchal - Pandarak,
Distt - Patna - 803214

पता : १२, चक रहिम,
शहर/गाँव - चक रहिम,
अंचल - पंडारक,
जिला - पटना - ८०३२१४

Facsimile Signature of
Electoral Registration Officer
183, MOKAMA Constituency

१८३, मोकामा निर्वाचन क्षेत्र
के निर्वाचक रजिस्ट्रीकरण अधिकारी
के हस्ताक्षर की अनुकृति

Place : Barh

Date : 23/02/2003

स्थान : बाढ़

दिनांक : २३/०२/२००३

This card may be used as an identity card
under different Government Schemes.
इस पत्र का विभिन्न सरकारी योजनाओं के अन्तर्गत
पहचान पत्र के रूप में प्रयोग किया जा सकता है।

KDG0436873

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