Sch. XIV.—F.No. 180 V

रसीद मालगुजारी

नाम सर्कल। नाम मौजा मय थाना वो थाना नम्बर।

V

बि०स०मु०, पटना। X

फरद मालकी / फरद रैयती। 101

नाम रैयत मय वल्दियत जमाबन्दी वो सकुनत। नम्बर

480651

बोचगया	बोचगया 359	कमला देवी

अराजी नम्बरी

अराजी भावली — वो तफसील (हदबो) लगान भावली।

0-13-	खाता-778	प्लॉट 85

जोत का सालाना मांग मय तफसील (बकाया वो हाल) मौजुदा साल का।

मांग बाबत 2018-19		सालाना	बकाया				हाल
			तीन वर्ष से ज्यादा।	3रा वर्ष।	2रा वर्ष।	1ला वर्ष।	
मालगुजारी	(नकदी)	1=30				1=30	1=30
	(भावली)	0=40				0=40	0=40
सेस	...	0=80				0=80	0=80
*सुद	...	0=80				0=80	0=80
मुतफर्रकात	...	0=70				0=70	0=70
मीजान		4=00				4=00	4=00

तफसीलदार अदायकारी।

8=00

अदायकारी बाबत 2018-19		बकाया				मोतालबा हाल	फाजिल
		तीन वर्ष से ज्यादा।	3रा वर्ष।	2रा वर्ष।	1ला वर्ष।		
मालगुजारी	(नकदी)				1=30	1=30	
	(भावली)				0=40	0=40	
सेस	...				0=80	0=80	
*सुद	...				0=80	0=80	
मुतफरकात	...				0=70	0=70	
मीजान अदायकारी					4=00	4=00	8=00

(1) मीजान कुल (लफ्जों में) आठ रुपया मात्र

(2) नाम देहिन्दा — खाता

(3) कुल बकाया — 0

दस्खत वो तारीख अमला तहसील कुनिन्दा

*खास महाल का बकाया मालगुजारी पर (सेवाय ऐसे बकायों पर जिन पर कि सर्टिफिकेट जारी हो) सूद नहीं लिया जाता है।

बि.स.मु.(राजस्व) 1–2011

SRI VISHNU BUILDCON PVT. LTD.

MANAGING DIRECTOR

Serial No. 19630 Circle:-:Bodh Gaya N.A. Book No. :- 1 Deed No. 1890

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु.5000 Rs.5000

पाँच हजार रुपये FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

बिहार BIHAR

Serial No. 19630 Deed No. 18906

बिहार सरकार

जिला निबंधन कार्यालय, गया

पृष्ठांकन का सारांश

दिनांक 18/12/2015 को Nathun Mistri द्वारा यह दस्तावेज निबंधन हेतु स्वस्थापित किया गया। इसमें रू0 333400 मुद्रांक शुल्क एवं रू0 20300 निबंधन तथा अन्य शुल्क का भुगतान किया गया। दस्तावेज ग्राह्य पाया गया। जिन लेख्यकारियों ने मेरे समक्ष इसका निष्पादन स्वीकार किया उनके तथा उनके पहचानकर्ता के नाम, फोटो, अंगुलियों के निशान एवं हस्ताक्षर पीछे अंकित हैं। इसे दस्तावेज सं0 18906 के रूप में पुस्तक सं0 1 की जिल्द सं0 271 के पृष्ठ सं0 77 से 91 तक CD 42 में आज निबंधित एवं कुल 15 पृष्ठों में संधारित किया गया।

बिहार सरकार

सुकुमार झा

दिनांक– 18/12/2015 SCORE 2.0 निबंधन पदाधिकारी

DEVELOPER AGREEMENT

THIS DEVELOPMENT AGREEMENT made and entered into

SRI VISHNU BUILDCON PVT. LTD.

at Gaya on this 24th day of month September 2015.

BETWEEN

Sri Nathun Mistri aged about 60 years S/o Ramprasad Mistri and Smt. Kamla Devi aged about 55 years W/o Sri. Nathun Mistri both resident of Mohalla Badaki Delha Pariya Road, Town Gaya, P.S. Kotwali, District Gaya, at present resident at mohalla West Church Road, Near Red Cross, P.S. Rampur, Dist. Gaya Nationality Indian of the first part. PAN-AKIPM1546K, AADHAAR NO.-4860 7018 0743, Mob- 9801096554.

AND

"M/S Sri Vishnu Build Con Pvt. Ltd." in a corporated under the companies Act 1956 having its registered office at Mohalla Deochaura, Pachmohalla Bazar, P.S. Vishnupad, Dist. Gaya-823001 through its Managing Director Mr. Ravi Chaurasiya aged about 42 years S/o Sri Kanhaiya Lal Chaurasiya R/o Mohalla Deochaura Pachmohalla P.S. Vishnupad Dist. Gaya who has been fully authorized by the board of directors of the said company to enter into the Development Agreement and signed its for and on behalf of the said company here in after reffered to as the "Developer" which expression shall unless repugnant to the subject or context shall mean and include his heir(s) executors assign & or nominees of the Second Part.PAN.-AAMCS4710Q.

WHEREAS the OWNERS is desirous of getting "The owners property developed on the parti land thereon of residencial cum commercial complex considering at flats/develling units and commercial conters like shops/office space etc.

Whereas the property hereby is to be developed and fully described in Schedule-A are purchased by two sale deed. The First sale deed which was purchased by Nathun Mistri through the deed no. 19674, Book no. 1, Volume no. 74, Page no. 54 to 59 Dated on 20-12-1984 from Sri Ramnandan singh S/o.- Late Sarowar Singh R/o.- Ruma,

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P.s.- Sadar Darbhanga, Dist.- Darbhanga; Present R/o.- Kumar Automobiles Technical Institute Boring Road Patna-1, P.s:- Kotwali, Patna, Dist.- Patna, and the Second Sale deed which was purchased by Smt Kamla devi through the Deed no.- 7532, Book no.- 1, Volume no.- 163 Page no.- 51 to 54, Dated on 31-05-1994 from Smt. Tara Devi W/o.- Sri Gopal Sharma R/o.- Chandchaura, P.s.- Civil Lines, Dist.- Gaya. Both sale deed are registered at Registry Office Gaya and since then the said owners being absolute owner of the said property. And now the owners came in actual, Physical possession over the property and mutated their names in circles office Bodhgaya Gaya which demand numbers are 64/v-37 and 57/23.

At the request of the owners the Developer on the terms and condition mutually settled between them has agreed to develop "the said property" and put up there on residential cum commercial complex as per the plan sanctioned by Bodhgaya Nagar Panchayat Authority and according to the specification mentioned in Annexure 1 and 2 now therefore this Agreement witnesses as follows :

DEFNITIONS

Unless there is a anything repugnant to the subject or context, the following terms will have the meaning assigned to them.

(a) The owner's will mean :

(i) Nathun Mistri aged about 60 years S/o Sri Ram Prasad Mistri.

(ii) Smt. Kamla Devi aged about 55 years W/o Sri Nathun Mistri

(b) The Developers shall mean Mr. Ravi Chaurasiya S/o Sri Kanhaiya Lal Chaurasiya R/o mohalla Deochaura Pachmahalla P.S. Vishnupad, Dist. Gaya (Bihar) and or its successors, in interest and Assigns.

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(c) The said property shall mean the entire unit of land in C.S. Khata no. 201 old, Plot no. 61 old, R.S. Khata 778 new, R.S. Plot 85 new, measuring on total Area 7 katha 9 dhoor equivalent to 28 decimal at Mauza Bodhgaya, Thana Bodhgaya, Thana no. 359, Tauzi no. 3160 at District Gaya more fully and particularly described in Schedule – "A" below. Govt. value in residential PR. main road Rs 1,66,70,000/- (One Crore Sixty Six Lacs Seventy thousand only)

(d) New building shall mean a multi storied residential cum commercial complex comprising of simplex or duplex Buglow multistoried building consisting of Flats/Shops/Office Space/others space etc. with lifts and staircase built as per specification mentioned in Annexture-1 below and according to the Plan sanctioned by Nagar Panchayat, Bodhgaya, and shall be know and promoted as "Sri Vishnu Buddha Apartment".

(e) Common facilities and Amenities shall mean and include corridors, stairways, Landings, Machine room, stair cases, passage, lift staff, lift, pump rooms, tube wells, underground water reservoir, over head water tank, water pump, motor Generator and others facilities which may be mutually agreed between the parties and required for the buildings within the couple, but excluding the rights to use the roof over the top floor of building can be used for installation of over head water tanks etc as stated herein below.

(f) Super built-up area shall include walls, pillars, area within the wall and portion of the area occupied by lift landing stair case, deep borings water tank, septic tanks, entrance corridors, lobbies, Generator room, securities guard rooms area meant for installation of fire sifting equipments, Administrative office and other common area in the new building.

(g) Sociable space shall mean the space in the new buildings available for independent use and occupation

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MANAGING DIRECTOR

after than the owners allocations after making due provision for common facilities and amenities and the facilities required in the new building which space the Developers in entitled to sale to prospective purchasers.

(h). Owners Allocations shall mean 43% super built-up area in new multi storied building (commercial and residential) and also car parking spaces as per details given in Annexure herewith including proportionate share in the common facilities & amenities as defined in clause 1 (e) above.

(i). Developers allocations shall mean the remaining 57% super built-up area in new multistoried building commercial cum residential spaces and car parking space more fully described in Annexure with including proportionate share in the common, facilities & amenities as defined in clause-1(e) above. The built up-portion of new building known as the developer's allocation shall be retained by the developer for its own use and or for sale as and when and on such terms and rate as Developers may decide.

(j) The engineer/architect shall mean the consulting engineer who has been appointed by developer for designing and planning of the new multistoried residential/commercial buildings or any other persons firm or company who may be appointed hereafter for the similar purpose.

(k) The Plan shall mean plan prepared by the Architect/Engineer appointed by the Developer for the construction of the new building submitted duly signed by the owner its attorney and sanctioned by Nagar Panchayat Bodhgaya.

Scheme for Development

(i) The owner shall put the developer in peaceful possession of the said property in schedule "A" below and shall permit the developer to develop the same and its

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own cost, risks, expenses, and responsibilities the developer shall be entitled to evict the authorized occupants.

(ii) The Developer will be entitled to modify the approved plan as it deems fit and proper provided owner prior consent was been obtain and such modification are permissible and/or within the provision of building by laws or as per approved scheme laid own by Nagar Panchayat Bodhgaya or other competent authority.

(iii) The developer shall bear all cost and expenses whatsoever, including the Architect fee, and obtaining permission or clearance of the building plan.

(iv) The developer shall be authorized by the owner to apply for and obtain quotes entitlements and other allocations of such building materials as may be necessary and also do apply for and obtain temporary and permanent connection of water supply, electricity and other facilities required for the new building.

OWNER CONVENANTS :-

(a) That the owner in seized and possessed of or otherwise well and sufficiently entities to as the absolute owner in respect of the said property more fully described in schedule "A" herein below.

(b) The said property is free from all encumbrances and the owner have acquired a good clear and marketable title over the same.

(c) The owner does herby undertake that the developer shall be entitled complete the development of the said property including construction of new building and to enjoy its allocation allocated space without any interference and /or disturbance by from or through the owner.

(d) Developers convanants that the developer shall indemnify the owner against all action, demands, suits,

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costs, proceedings and claims arising out of any accident, occurring at the site of the said property or that may arise out of the developer's negligence with regards to the development of the said property.

(e) That the entire construction of the propose building on the aforesaid piece of land shall be completed at the cost of finance arrange by the developer alone and the land owner shall not be financially responsible for any cost.

(f) That an completion of the new building the developer shall give notice to the owner in writing to take possession of the portion in the buildings known as owners allocation and for such date the owner shall be liable to pay taxes, service charges and other outgoing in respect of common facilities in the building & proportionate to the owners allocation provided that any additional costs, or expenses by way of maintenance or any particular use for any portions within owner allocation shall be paid by the owner in proportion to its respective shares the developer hereby agree and convenants with the owner not be violet or contrivance any of the provision or rules applicable for construction of the new building.

(g) That the developer hereby agrees and convenants with the owner not to do any act deed or things by which the owner may be preventioned from enjoyed selling, assigning and/or disposing its allocations portion in new building.

Time for completion of Project :-

The portion of the building which has to be developed to the owner shall be constructed and delivered complete in every respect with livable condition to the owner 36 month, with grace period of 6 month however, if developer is unable to give delivery of possession of the owners area due to any force major or any litigation relates the land or other circumstances

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Managing Director

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MANAGING DIRECTOR

beyond its control the developer will pay Rs. 10,000/- (Ten thousand only) only pending to owner for next six month and after completion of this six months the developer will pay Rs. 15,000/- (Fifteen thousand only) per month to the owners penalty. That time of project in counted after passing of map/plan by competent authority or possession of land which ever be later however the developer will apply for passing of may in two month from the date of registration of this agreement.

Force Major :- The parties here to shall be considered to be liable for any obligations hereunder for the extent that, the performance of the relative obligation is prevented by the existence of force major and such obligation shall remain suspended throughout the duration of the free major in this regard force major shall mean only the act of god beyond the control of the parties hereof.

Developers Rights:- A owner shall at the cost of request of the developer investing him with specific power such as submissions of building plan to Nagar Panchayat Bodhgaya getting obtain NOC and other necessary permission from other authorities if so required, applying for obtaining electric connection, water connection, depositing fee and other activities required to carry out the work of development and completion of the structure herein and arrange for prospective purchasers enter into agreement. For sale with them, receive advance and other consideration money. The developer shall be further empower to apply for and get the property mutated in the name of the owner and do all that may be necessary for protection of the owners interest in the said property and for successful completion of the said project.

(a) The developers shall be entitled to advertise in its own name about the said development of the said property the proper sell of residential and commercial area in the new buildings to be constructed to put into Advertisement based.

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(b) On the said property the developer shall be entitled to obtain services of and enter into any agreement with any building complete Architects, empower, electrician, Plumber etc.

(c) The development shall further entitle to book and allot residential or commercial area etc. or rights in the buildings and structures and proportionate share in the said property to prospective purchase in so far as they relate to "Developers Allocation" and to enter into any package deed or Arrangement or Agreement in relation thereto and receive booking money advance amount installments and other payable from prospective purchases and grant receipt thereto and also shall be entitled to execute sale deed in their favour in respect of built-up area mutual receipts on completion of the new building the owner shall be entitled to built-up area in the new building with parking area in ratio of the built-up area they are getting in the building in known as owner, allocation as designed in schedule here in below.

That if the developer takes or obtain any loan from any govt. of nationalize Bank, HUDCO and other institution or from any individual to develop the said plot or building incase of the failure by him to pay the loan then the same will not effect the owner's share or the title over the land of the land owner, the developer is solely responsible for such loan or whatsoever.

On completion of construction of new building the developer shall be entitled to the saleable space as particularly described in schedule provided always that the developer shall be at liberty to enter into such Agreement for sale residential cum commercial areas from out of develops allocations as it may clear fit and proper at any time after execution of this agreement.

The common area of the new building shall be controlled and maintained by the owner and the developer and/or their transferees of Associations of flat

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Owner a co-operative society formed by the occupants of the new building for management of the building and welfare of its occupants in terms of the provisions of the Bihar Apartment Act ownership Act 2006.

Arbitration :- It is hereby agreed by the parties that, all Disputes and difference arising out of land in deletion to their presents or touching the development, demolition/and or removal of old structures, construction of new building and relation thereto shall be referred to arbitration & conciliation act 1996 and the decision of the arbitrator appointed the said purpose shall be final and binding on both the parties.

Schedule "A" the said property

All the piece and parcel of the land measuring area of 12197 Sq. ft. equivalent to 28 decimal having survey khata no. 201 old, 778 new, plot no. 61 old, 85 new measuring an total area 28 decimal situated in Mauza Bodhgaya, P.S. Bodhgaya, Thana no. 359 Circle Office - Bodhgaya, District Gaya Bihar.

The Government Value in residential PR. Main Road – Rs.1,66,70,000/- (One Crore Sixty Six Lacs Seventy Thousand) only

Bounded as following Boundary

North	-	Chamaru Prasad
South	-	Rahat Husain Brothers
East	-	Plot no. 60
West	-	Gaya Dobhi Road

Schedule B

General Specification

1.	Foundation	: -	As for the designs of Structure consultant providing earthquake resistance R.C.C.
2.	Plinth	:	Bricks work over R.C.C.

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3.	Super structure	:	R.C.C. Structure
4.	Civil work	:	First class bricks work in cement and mortar R.C.C. structure with 10' thick external bricks wall and 5" internal partition wall 10' thick : used bearing wall in cement motor as per the design.
5.	Wall finish	:	All wall and ceiling Internally : cement plaster with three externally expose bricks work plaster be painted with snowcem considering front elevation good look.
6.	Door frame	:	Wood Chaukhat
7.	Window	:	Fully glazed steel and Shutter with glass and steel panel with suitable mild steel grill.
8.	Kitchen	:	Working platform of Granite top with stainless sted sink, with glazed tiles up to 2'5". height from working platform.
9.	Toilets	:	White Glazed tiles Up to 3'-00"
10.	Flooring	:	Cut Marble
11.	Electrical	:	All internal wiring in Copper conductor using concede PVC conductors, Power Plug in toilet motor bed both kitchen and stall as well as T.V. Phone point.
12.	Water supply:		24 hours water supply Having motor tank.
13.	Cup boards	:	M/4 finished plaster Space without wood work shall be provided.
14.	Bathroom	:	All ciping fitting will be

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DIRECTOR

branded make with mixing self facilities white glazed nitereous sanitary where standard with PVC system.

SCHEDUEL – C

Owners Allocation

The Part of 43% of the total super built-up area in north side of new building known as Shri Vishnu Budha Apartment consisting of the car parking.

SCHEDULE – D

Developers Allocations

After selling aside the area/built up portion in the new building of south side who known as the owner Allocation as detaiis Schedule "C" above the rest 57% Super Built-up area will be retained by the developer as the developers Allocation other than the area known as owner's Allocation. The rest portion including proportionate area in the common space for developer shall be entitled to sell, transfer, Lease and/or other wise deal with the remaining saleable space in the new Building as it deems fit and proper and it shall be entitle to enter into aperients and other commitments with any party or parties in report to disposal thereof.

Note : The owner the Developer shall to avoid future misunderstanding demarcate in the copies of the sanctioned plan the area known as the owners allocation in arrange was/line and the area known as the Developers

SRI VISHNU BUILDCON PVT. LTD.

MANAGING DIRECTOR

Allocation in green was line and shall remain one copy each duly signed by both for future reference.

IN WITNESS THEREOF THE PARTIES HERETO HAVE THEIR RESPECTIVE HANDS TO THIS INDENTURE OF THE DAY MONTH AND YEAR MENTIONED BELOW

Signature of Land owner

24.9.15

Signature of Developers

SRI VISHNU BUILDCON PVT. LTD.
Managing Director
24.9.15

WITNESSES :-

1. 24.9/2015

2.

Drafted by:- Mukesh Kumar Sinha

L. No.:- 195/02

Date:- 24-09-2015

SRI VISHNU BUILDCON PVT. LTD.
DIRECTOR