

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000

31/85-
बिहार BIHAR
Serial No. 28442021- 9888183111 जिला न्यायालय
21/11/2021 को जिला न्यायालय में जमा किया गया
मा. देव चौधरी पदाधिकारी जिला न्यायालयबिहार सरकार
जिला निबंधन कार्यालय, गया

पृष्ठांकन का सारांश

दिनांक 06/02/2021 को Md. Irshad Alam द्वारा यह दस्तावेज निबंधन हेतु उपस्थापित किया गया। इसमें रु0 1261100 मुद्रांक शुल्क एवं रु0 42000 निबंधन तथा अन्य शुल्क का भुगतान किया गया। दस्तावेज ग्राह्य प्राया गया। जिन लेख्यकारियों ने मेरे समक्ष इसका निष्पादन स्वीकार किया उनमें तथा उनके पहचानकर्ता के नाम, फोटो, अंगुलियों के निशान एवं हस्ताक्षर पीछे अंकित हैं। इसे दस्तावेज सं0 2786 के रूप में पुस्तक सं0 1 की जिल्द सं0 42 के पृष्ठ सं0 77 से 95 तक CD-7 में आज निबंधित एवं फुल 19 पृष्ठों में संधारित किया गया।

06/02/2021

संकेत नं. 2853/2021

प्रमोद कुमार
निबंधन पदाधिकारी

DEVELOPER AGREEMENT

THIS DEVELOPMENT AGREEMENT made and entered into Gaya.

IN-BR16778465330128T

IN-BR16823921587675T

IN-BR16825462702124T

SRI VISHNU BUILDCON PVT.LTD.

MANAGING DIRECTOR



I executed this deed of developer agreement described area 45 deciml. I read and found all the characters and contents true and correct are

Md. Irshad Alam
28.1.2021

District Registry Office, Gaya

Taken Number 2853

Reg. Year 2021

Serial Number 2844

Deed Number 2786

Pres Type

Name

Photo

Thumb

Index

Middle

Ring

Little

Claimant

Ravi Chaurasia (Md)

Sig.

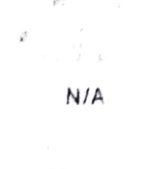
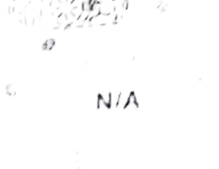
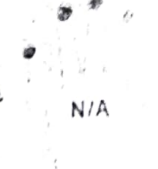
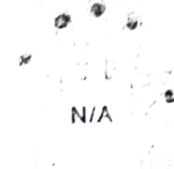
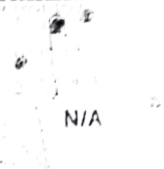
Ravi Chaurasia
6/2/2021



Claimant

Sri Vishnu Buildcon Pvt. Ltd.

Sig.



Executant

Bibi Amna Khatun

Sig.

Bibi Amna Khatun
6/2/2021



Presented By

Md. Irshad Alam

Sig.

Md. Irshad Alam
6/2/2021



Executant

Md. Irshad Alam

Sig.

Md. Irshad Alam
6/2/2021



Executant

Md. Naushad Alam

Sig.

Md. Naushad Alam
6/2/2021



Identified By

Mariya Ali

Sig.

Mariya Ali
पति: मोठ इरशाद अलम
6/2/2021



Md. Irshad Alam

28/01/2021

06/02/2021

BETWEEN

1. Md. Irshad Alam (Aadhar No.-5535 7631 2000) aged about - 30 years, S/o Md. Naushad Alam, (PAN.- AOMPA2316K)
2. Md. Naushad Alam (Aadhar No.- (3620 6373 4048) aged about - 58 years, S/o Late Abdul Razzaq (PAN.- AOMPA2322M)
3. Bibi Amna Khatun (Aadhar No. - 9983 3176 0732) aged about - 85 years, W/O Late Abdul Razzaq,

All resident of Mohalla New Karimganj P. S. – Civil Lines in the town and district Gaya, Pin No. 823001 Nationality – Indian, hereinafter called LAND OWNERS, which expression unless repugnant to the subject or context shall mean and include his heir(s), executer(s) assign(s) or nominee(s) of the FIRST PART.

AND

1. Sri Vishnu Buildcon Pvt. Ltd. incorporated under the Indian Companies Act 1956 having its registered office at Mohalla - Deochaura, Pachmahala Bazar P.S.- Vishnupad, Dist.-Gaya Pin Code 823001, (Pan No. AAMCS4710Q) through its Managing Director Sri Ravi Chaurasia Aged about 45 Years S/O Late Kanhaiya Lal Chaurasia Residence Of Mohalla - Deochaura Pachmahala P.S. Vishnupad, District - Gaya authorized by the Board of Director of the said Company to enter into the Development Agreement and signed it for and on behalf of said Company hereinafter referred to as the "Developer" which expression, unless repugnant to the subject or context shall mean and includes his heir(s) executer(s), assign(s) or nominee(s) of the
- SECOND PART. CTN-045349BR2007PTC 013326 2007-08



McIsaac Alan
28.12.21

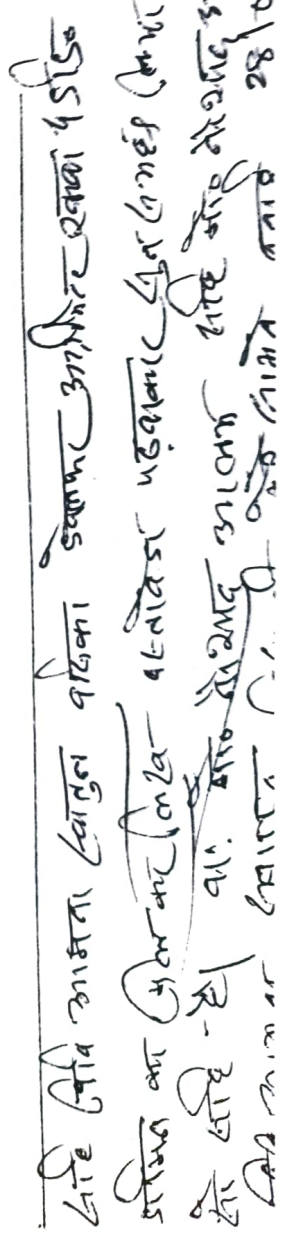
१
 श्री १०० नरेश्वर गौतम वरिष्ठ उपाध्याय आश्विन २०८१ ११८५०
 श्री १०० नरेश्वर गौतम वरिष्ठ उपाध्याय आश्विन २०८१ ११८५०

Ind. Instad Stem
28.1.2021

दाखिलगीत आसना खातुन वलिका स्वामिन अग्निरा खळा ५९६
 इतिमा का युरमर लाडा- वलातर पडवामा (अनगर) मरा
 ठी हाथे - रा. वा. शांतीदास आमण हाथे को भोवता माळ.
 दिनांक २८/०१/२०३१

[illegible][illegible][illegible][illegible]

Ken, Charles
MANAGING DIRECTOR



Mr. Treshard from
28.1.2021

جلد سوم سر درم کلنگ 3 (A) مائنا دوری لاہور لکھا

WHEREAS there was a family arrangement – cum – Ekrarnama between one of the property purchased by the aforesaid Abdul Razzaq (Since dead) followed by a Memorandum of Ekrarnama where under after taking cash equivalent to her share in the property, the second daughter of Abdul Sattar, Hurmati Khatun left and relinquished her share in property in favour of her mother Bibi Amna Khatun (Excuted no. 3) and brother Md. Naushad Alam (Excuted no. 2) but because there is no documents by Hurmati Khatun as such she, after fully understanding the content made in this Development Agreement put her signature/LTI in acknowledgement thereof.

WHEREAS the aforesaid Bibi Amna Khatun, out of love and affection made oral Hebba, with respect to her property acquired under the aforesaid sale deed and also her share in the property purchased by

Three

Handwritten signature: *Parti Chellappa*
Stamp: SRI VISHNU BUILDCON PVT.LTD.
Stamp: MANAGING DIRECTOR

her husband, to her Grandson Md. Irshad Alam (Executant No. 1) followed by Yadast Hebba Jubani on 01.10.2012 and put him in possession. Hence, according to Mohamdan Law the said Md. Irshad Alam (Executant No. 1) become Donee and acquired valid right, title and interest to the part of property under development as such joined as One of the OWNER- FIRST PARTY for all intent and purposes.

Md. Irshad Alam
28.1.2021

WHEREAS the land owners are interested in developing and getting construction of multistoried building/apartment on the said land and in lieu of built up area in the shape of residential/ commercial Units, parking spaces, etc., as consideration for value of part of the land of Schedule 'A' property whenever to be conveyed or conveyed by the land owners - FIRST PARTY to the Developer(s) who may be interested in such development of the land described in Schedule 'A'.

WHEREAS, the owners announced their desire to develop the land aforesaid and were in search of qualified Developer and the 2nd PARTY having learnt about the desire of the FIRST PARTY for development of land aforesaid, more fully described in Schedule-'A' hereto at the end of this Agreement offered its long term technical expertise and experience and agreed to develop the Schedule-'A' land for development by way of construction of multistoried apartment.

WHEREAS THE DEVELOPER on the terms and condition, mutually agreed and settled between OWNERS AND DEVELOPER has agreed to develop "the said property" and construct thereon residential - cum-commercial complex as per the plan to be sanctioned by Bodhgaya

Handwritten signature and stamp of the Developer.



Handwritten notes in the right margin:

- 21/11/21 = 21/11/21
- 21/11/21 = 21/11/21
- 21/11/21 = 21/11/21
- 21/11/21 = 21/11/21

Nagar Panchayat Authority and according to the specification mentioned in Schedule 'B'.

192
Mod. Insured Alam
28.1.2021

(A) It is represented and declared by the Land Owners:-

- (i) That the said property is under their exclusive possession with absolute right, title and interest, free from all encumbrances and is entitled to transfer or convey the whole or part of the said Property, having marketable title hereto.
- (ii) That the land owners have not created any encumbrance on the said property, or any part thereof by way of sale, mortgage, exchange, lease, trust, assignment, right, gift, lien, leave and license, permission, rent, possession, charge.
- (iii) That no notice or notification for acquisition/requisition under any of the statutes, either past of present, in force or has been received, served or passed by State or Central Government authorities for Acquisition or Requisition of the said property or any part thereof.
- (iv) That there is/are no attachments either, before or after judgment and there are no claims, demands, suits, decrees, injunctions, orders, or adjudication order(s) affecting the said property or any part thereof.
- (v) That in the past, the land owners have not entered into any agreement for sale or development of the said property or any part

8

CRIVISHN BUILDCON PVT. LTD.
Sri. Chandra



thereof nor have made any arrangement with anyone whatsoever regarding the said property or any part thereof.

- (vi) The Owners will deliver to the developer and/or its duly authorized representative, certified copies/photo copies of all original title deeds documents and papers relating to the said property for complete examination of the Owner's title thereto and Owners agreed to co-operate with the SECOND PARTY in such examination of the Owner's title and to answer and/or comply with all reasonable requisitions that may be made by the developer and/or its representative in this regard to establish a marketable title to the said property.
- (vii) The Owners agrees that if any levy is imposed by Bodhgaya Nagar Panchayat or any other public body or bodies or the Government for the development/betterment of the area in which the said property is located or any other levy becomes applicable on the said land or the building thereon then the same shall be paid by the Owners and the developer (or its allottees) jointly in same proportion as their respective shares in super built-up area in the said building.
- (viii) the Owners agree that in case, any fine or penalty will be imposed on the said building for any alleged deviation from the sanctioned plan, resulting in excess cost of construction of the super built-up area by the paid and change according to Building Bye-laws then the same shall be borne and paid by the SECOND PARTY DEVELOPER.

AND

SRI VISHNU BUILDCON PVT. LTD.
for 11/12/2021



Md. Irshad Alam
28.1.2021

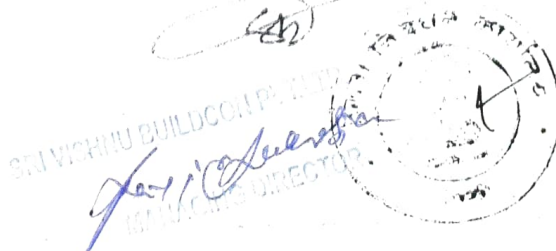
(191)

(IX) WHEREAS as a result of the negotiations between the parties hereto and on the representation and declarations made by the land owners as herein recorded, a memo of understanding for development of the said property has been arrived at between the parties upon the terms and condition hereinafter appearing

Md. Irshad Alam
28/8/2021

NOW THESE PRESENTS WITNESSETH AS FOLLOWS:-

1. That the aforesaid Owners, being interested in developing the said property be constructing Commercial-cum-Residential Complex through the SECOND PARTY - Developer, who is technically competent to develop and construct Commercial-Cum-Residential complex by investing their personal fund over the said land.
2. That the share of the parties is 50-50 in built-up multistoried building and whatever the Developer will invest in developing the property will be the consideration money of his proportionate area (i.e. 50% share) of the land after completion of the project.
3. That as a result of negotiation between the parties hereto, the share of the FIRST- PARTY- OWNERS (jointly) and the aforesaid SECOND PARTY - Developer in built up area are as under:-
 - (a) Owners share - 50% (Both Commercial Area and Residential Area)
 - (b) Developer's Share - 50% (Both Commercial Area and Residential Area.)



4. The name of the proposed multi storied complex shall be "Buddha Complex" or as mutually agreed upon by the parties.
5. That the entire area of land given in Schedule "A" of this developer agreement shall be handed over to the SECON PARTY for construction of a multistoried complex residential/commercial UNIT/FLAT and the entire cost to be incurred for construction of the same shall be borne by Developer - SECOND PARTY and he will construct the proposed building as per the sanctioned building plan by the Competent Authority. The entire multistoried building shall be constructed by SECOND PARTY and the entire cost to be incurred for construction shall be borne by him including the cost of sewerage, drainage with all fittings, amenities electric fittings, water connections apartment electrifications, generator, lift, inter com etc till final finishing and completion of the entire building to make them habitable for the land owners, and other inmates of the building.
6. The SECOND PARTY will be exclusively responsible for any accident or incident may be causes during the period of construction and he will be responsible and answerable or Authorities concerns court of law for the same. The Land Owners will not be responsible for any accident, act of vernation of law.
7. That SECOND PARTY-DEVELOPER agreed to hand over 50% of the total super built up area to the land Owners in consideration of the cost of undivided share in Schedule "A" land with all right, title and interest to the said land or Complex.

Md Irshad Alam
28-12-21

SRI VISHNU BUILDCON PVT. LTD.

[Signature]
DIRECTOR



8. That it is further agreed by the parties that any alteration in the approved building plan within the parameter of Building Construction Bye-Laws, Building Rules and Regulations found necessary during or after the sanction of the building plan shall be done by SECOND PARTY with the prior consent of the LAND OWNERS. If any further construction will be made then the same shall be distributed between the LAND OWNERS- FIRST PARTY and the SECOND PARTY DEVELOPER as per the above mentioned share i.e. 50% -50%.
9. That in any eventuality of the building is required to demolish or is razed as a result of natural calamity and the building becomes inhabitable, the LAND OWNERS-FIRST PARTY and SECOND PARTY - DEVELOPER and PURCHASERS – title holders to the Building/Units/flats will have proportionate share to the land.
10. That neither the LAND OWNERS nor the DEVELOPER or INDIVIDUAL all OTHER is entitled to demolish his/her/their Units or building and if they do so they/he will not be entitled is any share the land over which the complex will be constructed.
11. That the certificate of the architect regarding measurement of the built – up area, and common service area will be final and binding on both the parties.
12. The Land Owners shall, after the execution of this Development Agreement, allow every facility to SECOND PARTY, their staffs, Engineers, Architects, workers etc. to enter upon the said property to enable him to carry out various development – work as stipulated in this of Development of Agreement.

Md. Irshad Alam
 28.1.2021

SRIVISHNU BUILDCON PVT. LTD.

[Signature]
MANAGING DIRECTOR



Md. Irshad Alam
28.12.2021

13. That the SECOND PARTY-DEVELOPER will develop/construct the proposed building with all amenities therein and give peaceful vacant possession of the Owner's area to the Owners within (42 Months) from the date of sanction of the building plan and deliver vacant complete vacant possession of the building.
14. That SECOND PARTY shall develop the said property himself or through any Agency, Company etc. of their choice at their own cost and will be responsible for the development of the said land, but the Owners will have the right to inspect the progress and construction of the said building. The Developer- SECOND PARTY will use the standard materials as specified in Schedule - "B" hereto.
15. That the Land Owners - FIRST PARTY is entitled to verify and supervise the quality of materials to be used for construction of the proposed building. If the Land Owners find that the materials used for construction is/are not up to the marks and not of good Quality then they may intimate the same to the Developer - SECOND PARTY and suggest using better quality materials.
16. That Owners shall at no point time demand further sum or premium or any interest in any dealing regarding sale of proportionate area of SECOND PARTY and the Owners shall, if necessary execute all such deeds and documents as may be required by the SECOND PARTY in this regarding accordance with law.

SRI VISHNU BUILDERS
MANAGING DIRECTOR
Peri Chellappa



17. That from the date of delivery of possession of Owners area to the Owners or its allottees, the SECOND PARTY and/or its allottees shall jointly have or be deemed to have undivided right, title and interest over the total land of the said properties in the proportion of their respective share in the said building even without any further act deed matter done by Owners in this regard.
18. That the land Owners hereby undertake not to sell, dispose of, alienate charge, encumber, sub-lease or otherwise transfer the said land and/ or property or any part thereof and further undertakes not to do any act(s), deed(s) matter(s) or thing(s) as shall be in breach of terms of this DEVELOPMENT AGREEMENT save and except putting the SECOND PARTY thereon for the purpose of development pursuant to this Development Agreement. The Land Owners shall at no point of time after the commencement of development activities on the said property as per the Agreement dispossess the SECOND PARTY directly or indirectly from the said property.
19. That the SECOND PARTY shall be entitled to enter into agreement for sale, or otherwise allotted UNITS in its proportionate area in the said building and the Land Owners of so required they will sign the paper as confirming party.
20. That similarly, the Owners shall be fully entitled to enter into agreements for sale or otherwise with respect to allotted UNITS according to proportionate area in the said building whenever required and decided by the Owners.

1186
Md. Irshad Alam
28.1.2021

SRI VISHNU BUILDCON PVT. LTD.

For: Chandra



21. That after the Registration of this Development Agreement, the OWNERS and SECOND PARTY shall be entitled to sale or enter into agreement for sale or other agreement their shares directly to its prospective buyers or any financial Institutions.

1101. Irshad Alam
28.7.2021
1185

SECOND PARTY UNDERTAKES :-

1. He will not do any act of commission, omission, expressly or impliedly, directly or indirectly by which the Owner's right and title and interest over the said property may in any manner adversely affected.
2. To Indemnify the owners and always keep them indemnified and harmless in respect of all claims, damages, compensation or expenses payable in consequences of any injury or accident sustained by any workman, artisan or invitees or other person whether in the employment of the SECOND PARTY or not while upon the said property and during the period of construction of the said building thereon.
3. The common area shall jointly be owned by all the Unit Owners of the said building with equal entitlements to use all common areas and facilities extended for utilization by the occupants of the said building on the said terms and conditions applicable to all for such utilization. No unit Owner(s) of any part of the said building will have any exclusive right, title and interest over the common area and common facilities except the right of common use.

SEI VISHNU BUILDCON PVT. LTD.
28/7/2021



4. That the Owners agree to undertake that in case of any dispute of litigation by person(s) claiming to be the co-sharer or contained in the Schedule-"A" property or claiming his/their right title or interest through the Owner relating to the right, title and interest regarding the Schedule-"A" property, the ongoing construction and development activities shall not be stopped or affected in any manner and the same shall be matter of the Owners and the Owners shall keep the SECOND PARTY indemnified and development activities shall be free from all hindrance(s) so that the project may be completed in time.
5. That in case of any dispute or difference between the parties arising out of relating to this Development Agreement, the same shall be settled by reference of the dispute or differences to the arbitrator appointed by mutual consent of both the parties and such arbitration shall be conducted under the provisions of the Arbitration & Conciliation Act, 1996 or as amended from time to time in the Act Gaya.
6. That only courts of Gaya shall have the exclusive Jurisdiction over all the matter of dispute arising in respect of the land from this agreement.

Schedule "A" the said property

All the piece of parcel of the land measuring area of 45 decimal residential vacant land situated in Mauza Bodhgaya, District Gaya. Bihar, Thana No. 359, Anchal office Bodhgaya, District - Gaya, Nagar Panchayat Bodhgaya in commercial PR. Main Road

TRIVISHNU BUILDCON PRIVATE LTD.
[Signature]

[Signature]



1184
 Md. Irshad Alam
 28.1.2021

1183

<u>Khata No.</u>	<u>Plot No.</u>	<u>Area</u>
201 (Two Hundred One) Old	61 (~~Sixty~~ one) Old	45 Dec. (Forty five) Dec.
778 (Seven Hundred Seventy Eight) (New)	85 (Eighty-five) New	

Boundary:-

North :- Nujhat Ara

South :- Set Back 10 ft.

East :- Plot No. 58

West :- Gaya Dobhi Road.

The Government value in commercial Pr. Main Road -

Land value

Rs. 6,25,05,000/-

Value of Boundary Wall

Rs. 5,00,000/-

Total Rs. 6,30,05,000/-
(Six Crore Thirty Lacs Five
Thousand only)

Schedule - B**General Specification**

1	Foundation	:	As for the design of Structure consultant providing earthquake resistance R.C.C.
2	Plint	:	Bricks work over R.C.C.
3.	Super Structure	:	R.C.C. Structure
4.	Civil Work	:	First Class bricks work in cement and

Not Fashed Plan
28.1.2021

SRIVISHNU CHILKOTI, I.C.E.
Peri Chelvan
MUNICIPALITY

Md. Irshad Alam
28.1.2021

			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
6.	Door Frame	:	Wood Chaukhat
7.	Window	:	Gully glazed steel and shutter with glass and steel panel with suitable mild steel grills.
8.	Kitchen	:	Working platform of Granite top with stainless steel sink, with glazed tiles up to 2'5" height from working platform
9.	Toilets	:	White Giazed Tiles up to 3'-0"
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.
13	Cup boards.	:	M 4 finished plaster space without wood work shall be provided.
14	Bathroom	:	All clipping fitting will be branded make with mixing self facilities white glaze niterous sanitary where standard with PVC system.

SCHEDULE - C

Owner allocation

The part of 50% of the total super built up area in North side of New building known as "BUDDHA COMPLEX" consisting of the car parking.

SRI VISHNU BUILDCON PVT. LTD.
MANAGING DIRECTOR



SCHEDULE - DDevelopers Allocations

The area / built up portion in the new building of south side, owners. Allocation as details Schedule - 'C' above the rest 50% Super Built-Up area will be retained by the Developers as the Developer's Allocation other than the area known as owner's Allocation.

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

Signature of land owner.Signature of Developers.

Md. Irshad Alam
28.1.2021

SRI VISHNU BUILDCON PVT. LTD.

[Signature]
Director
28.1.2021

मो. ईशद आम
28/01/2021



[Signature]
विकास आमत लाल

मो. ईशद आम
28/01/2021

SRI VISHNU BUILDCON PVT. LTD.
[Signature]

Drafted by :- Mukesh Kumar Sinha

L. No. :- 195/02

Dated on :- 28-01-2021



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. 1261100/-
Addl Stamp duty paid under Municipal Act Rs. 0/-

Amt. Paid By N.J Stamp Paper Rs. 1000/-
Amt. paid through Bank Challan Rs. 1302100/-

Registration Fee

LLR + Proc Fee Service Charge

A1	41000	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-									41000

LLR	0
Proc.Fee	0
Total	0

1000

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 42000

Date: 06/02/2021

Registering Office
Gaya

Endorsement under section 52

Presented for registration at Registration Office, Gaya on Saturday, 06th February 2021 by Md. Irshad Alam S/O Md Naushad Alam by profession Business. Status - Executant

Md. Irshad Alam
6/2/2021

Signature/L.T.I. of Presentant

Date: 06/02/2021

Registering Office
Gaya

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Mariya Ali' age '24' Sex 'M', 'S/O Md. Irshad Alam', resident of 'Road No:3/A New Karimganj, Ps-Civil Lines, Gaya'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page of the instrument.

Date : 06/02/2021

Registering Office
Gaya

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Gaya in Book 1 Volume No. 42 on pages on 77 -95, for the year 2021 and stored in CC volume No. CD-7 year 2021. The document no. is printed on the Front Page of the document.

Date : 06/02/2021

Registering Office
Gaya

Token No. : 2853

Year : 2021

S.No. : 2844

SCORE Ver.4.1

Deed No. : d No. : 2786

SRI VISHNU BUILDING
MANAGING DIRECTOR