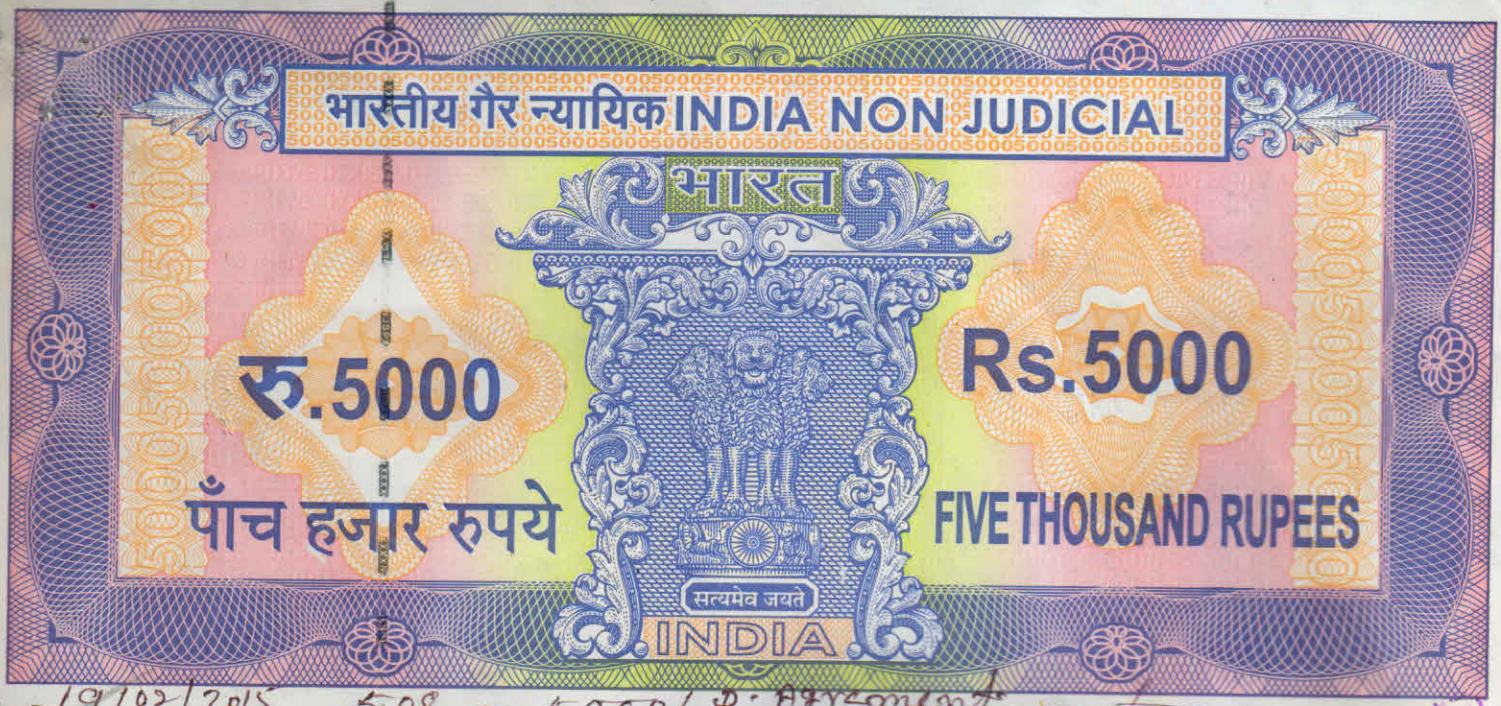
Serial No. 2851 Book No. :- 1 Deed No. 2752



बिहार BIHAR 618381

Serial No. 2851 Deed No. 2752

बिहार सरकार
जिला निबंधन कार्यालय, गया

पृष्ठांकन का सारांश

दिनांक **24/02/2015** को **Pashupati Prasad** द्वारा यह दस्तावेज निबंधन हेतु उपस्थापित किया गया । इसमें रू0 **148600** मुद्रांक शुल्क एवं रू0 **21445** 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 **2752** के रूप में पुस्तक सं0 **1** की जिल्द सं0 **40** के पृष्ठ सं0 **126** से **143** तक **CD 7** में आज निबंधित एवं कुल **18** पृष्ठों में संधारित किया गया ।

बिहार सरकार

दिनांक– **24/02/2015** टोकन नं. 2921 / 2015

सुकुमार झा
निबंधन पदाधिकारी

DEED OF DEVELOPMENT AGREEMENT BETWEEN OWNERS AND DEVELOPERS

This deed of agreement between owners and developers executed on 24.02.2015.

BETWEEN

NAME AND ADDRESS OF THE OWNERS :

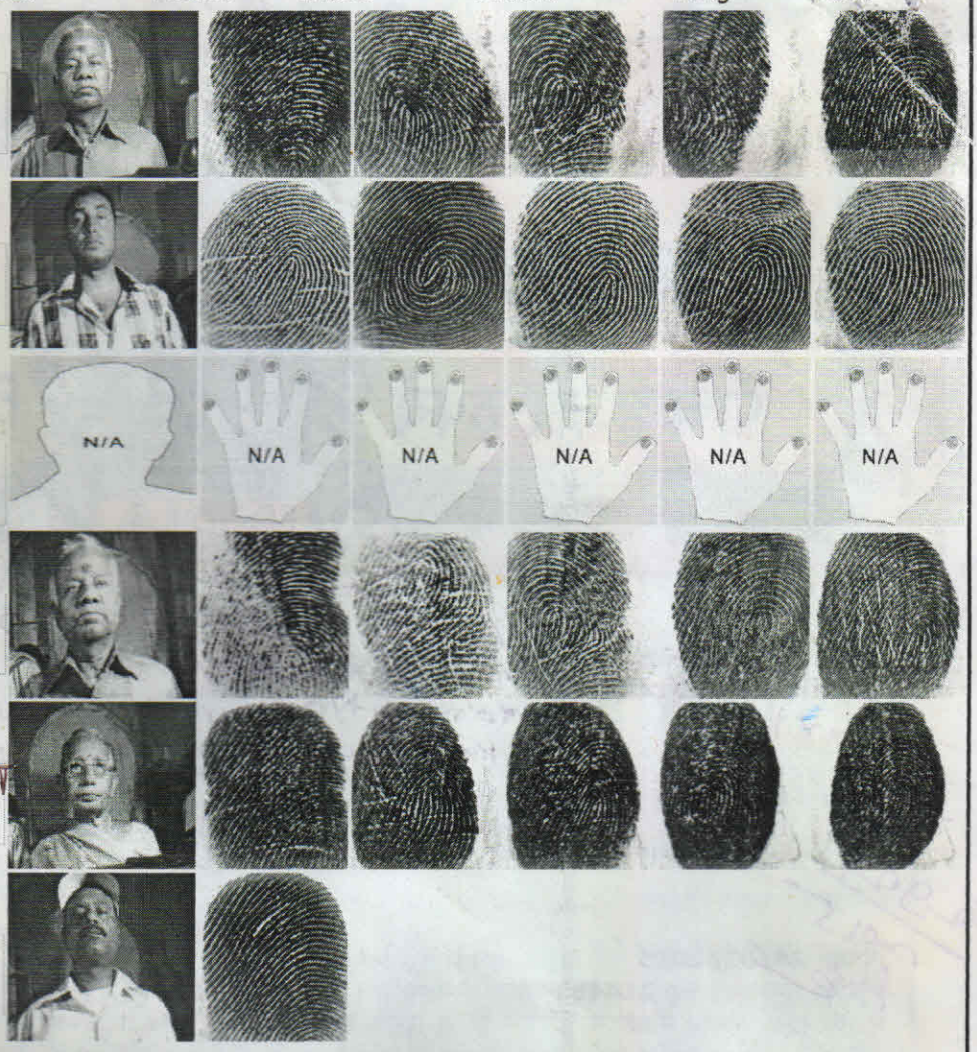
i. SRI PASHUPATI PRASAD son of Late Budhulal Prasad,
ii. SMT. LILABATI DEVI wife of Sri Pashupati Prasad, Both resident of Mohalla Nadraganj, Gaya Town, P.S. Civil Line, District Gaya, in the State of Bihar, Nationality Indian, hereinafter called the LAND OWNERS (Which expression shall unless excluded by

For Elevation Solutions Pvt. Ltd.
Authorised Signatory

District Registry Office,Gaya

Token Number 2921 | Reg. Year 2015 | Serial Number 2851 | Deed Number 2752

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Presented By	Pashupati Prasad						
Sig.	पशुपति प्रसाद 28-2-2015						
Claimant	Kumar Vijayaditya						
Sig.	Kumar Vijayaditya 24/02/15						
Claimant	M/S Elevation Solutions Pvt.Ltd.						
Sig.							
Executant	Pashupati Prasad						
Sig.	पशुपति प्रसाद 28-2-2015						
Executant	Lilabati Devi						
Sig.	लीला वती देवी 24.02.2015						
Identified By	Pradeep Kumar						
Sig.	प्रदीप कुमार पिता श्री पशुपति प्रसाद 24.2.2015						



पशुपति प्रसाद
23-2-2015

or repugnant to the context be deemed to included their legal heirs, executors, legal representatives and assignees). (i) U.I.C - BVH 4958450
(ii) BR/43/250/501450

AND

NAME AND ADDRESS OF THE DEVELOPERS : **M/s ELEVATION SOLUTIONS PVT. LTD.**, a registered firm under the Company Act, 1956, having its registered office at 304, Triveni Niwas, R.K.Avenue Road, Rajendra Nagar, P.S. Kadam Kuan, District Patna, through its Authorised Signatory **SRI KUMAR VIJAYADITYA** son of Sri Vikramaditya, resident of Mohar Tola, Dariyapur Gola, P.S. Kadam Kuan, Town & District Patna, in the State of Bihar, Nationality Indian, hereinafter called the **DEVELOPERS** (Which expression shall unless excluded by or repugnant to the context be deemed to included their executors , administrators , legal representatives and assignees).

THE OWNERS represented that they are absolutely seized and possessed of the said plot of land or otherwise well and sufficiently entitled to the LAND PROPERTY described in the Schedule. The land is free form all encumbrances, charges , liens , debts and any type of defects in its title and possession and is transferable and saleable to any person.

DESCRIPTION OF LAND : the land measuring an

For Elevation Solutions Pvt. Ltd.
Kumar Vijayaditya
24/02/15
Authorised Signatory

पशुपति प्रसाद
23-2-2014

area of 50 ¾ Decimals is situated in mauza- Paharpur, pragana pahra, P.S. Chandauti, under the Sub and Sadar registry office and District Gaya. The said piece of land has been purchased by the aforesaid land owners through the Deed of Absolute Sale bearing Deed No. 17568 & 17569 registered at the office of the Sub Registrar, Gaya, on 25.09.1985 and came in peaceful possession over the same as absolute owners. The said land had recorded in the name of Bihar Government in the record of present survey khatiyan. Thereafter the said land has been recorded in the name of the said owners in place of Bihar Government in the survey khatiyan, on the basis of the final decree passed by the learned Munsif-II, Gaya, in Title Suit No. 3 of 1993 in favour of the said land owners. ~~which detail is as~~ follows: Govt value commissionery = Rs. 73,80,000/=

Mauza	:	Paharpur
Thana	:	Chandauti
Thana No	:	333
Tauzi No.	:	4122
Khata No.	:	73(OLD) 76 (NEW)
Khesra No.	:	483(OLD) (PART) 5/330(NEW) (PART)
Total area	:	50 ¾ Decimals

For Elevation Solutions Pvt. Ltd.
Kumar Vijayalitss
Authorised Signatory

Bounded by :

North : Road

South : Babu Lal Yadav

East : Branch Road

West : Barnwal Properties Pvt. Ltd.

NOW THE INDENTURE WITNESSETH

It is hereby agreed by and between the parties hereto as follows :

ARTICLE – I : COMMENCEMENT

This agreement shall be deemed to have commenced on and form with effect from the date of execution of this agreement.

ARTICLE-II : OWNER'S RIGHT AND REPRESENTATIONS

2.1 The OWNERS are absolutely and indefeasibly seized and possessed of and or otherwise well and sufficiently entitled to all that the said land .

2.2 The said land is free from all encumbrances, charges, liens, lispendences, attachments.

2.3 That there is no notice or order passed by the Gaya Municipal corporation or / and other body or authority for set – back thereof and there is no

For Elevation Solutions Pvt. Ltd.
Authorised Signatory

requisition of what so ever nature by the municipally or other body or authority relating the said property or of any part thereof as per master plan.

2.4 That there are no statutory claim, demands, attachments or prohibitory orders made by the taxation authorities, revenue authorities or any government or other local bodied or authorities concerning or relating to the property or any part thereof.

2.5 That the total area comprised of the said plot is 50 ¾ Deccimals.

ARTICLE – III : DEVELOPER'S RIGHT

3.1 The owners shall after the execution of this agreement deliver physical possession of the premises to the developer and allow every facility to the developers, their staffs, workers, engineers, architects and agents etc, to enter into the said property, to enable the development works to as mention in this agreement.

3.2 The owners hereby grant subject to terms and condition provided hereinafter the exclusive right to the developers to building at their exclusive cost and expenses and to commercially exploit the same by entering into agreement for sale / or transfer and / or construction in respect of the developers allocation in accordance with the building plans in the name of the land owners with or without amendment and or

For Elevation Solutions Pvt. Ltd.
Authorised Signatory

modification made or caused by the developers.

3.3 That the developers shall be entitled to prepare modify or alter the plan and to submit the same to the Gaya municipal corporation in the name of the owners at developers costs and the developer shall pay and bear all costs and fees including sanction fees, charges and expenses required to be paid or deposited for obtaining the sanction of the building plan by the Gaya municipal corporation for construction of the building on the said land

ARTICLE IV : OWNER'S & DEVELOPERS SHARE

4.1 The developers shall at their own costs and expenses construct, erect and complete in all respects the building to be constructed on the said land and shares of both will be as under:

4.2 OWNER'S SHARE : 45% of the saleable area in form of flats, shops, parking space with all proportion common facilities, amenities, water connection, stairs, roof, genset, pumpset, set – backs and land etc.

4.3 DEVELOPER'S SHARE : 55% of the saleable area in form of flats, shops, parking space with all proportionate common facilities, Amenities spaces, electrical connection, amenities, spaces, electrical connection, genset, pump water connection, stairs, roof,

For Elevation Solutions Pvt. Ltd.
Kumar Vijayalaya
Authorised Signatory

4234 Aaaly
23-2-2092

set – backs and land etc.

ARTICLE V : OWNER'S ALLOCATION

5.1 The developers shall have no right, title, interest whatsoever on the owner's allocation and undivided proportionate share.

5.2 The developers will have right to claim for payment or reimbursement of any costs and expenses or charges, if any, incurred towards the construction of owner's allocation as extra work at the rate mutually fixed time to time.

ARTICLE VI : DEVELOPER'S ALLOCATION

Rest 55% share of the Developers.

6.1 In consideration of the above, developers shall be entitled to all that the super built up area of saleable space in the said building to be constructed at the said land together with proportionate share in the common facilities and land.

6.2 The developers shall be entitled to enter into agreement for sale and transfer in his own name to receive and realize and collect all moneys in respect thereof without making the owner responsible, liable for such agreement, and the owners should not be responsible in

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Authorised Signatory

any way of such agreement with any intending purchaser of flats. It is hereby expressly agreed by and between the parties that for the purposes of entering into such agreement it shall not be obligatory on the part of the developers to obtain any further consent of the owners and this agreement by itself shall be treated as consent of the owners.

ARTICLE VII : DEVELOPER'S RIGHT AND POWER.

7.1 To submit application or forms, before the Competent Authority for any kind of Permission, sanction of map, electric connection, etc. in respect of Schedule – 1 properties.

7.2 To execute any kind of agreement (s), sale deed, power, lease etc., to endorse Registration Receipt (Chirkut) to the Purchaser(s) as and when required in respect of Developers Share of Schedule – 1 property and present them for registration before the Sub-registrar and admit the execution and complete all the formalities to complete the transaction.

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Authorised Signatory

7.3 To receive money from customers or any other person as and when required in respect of Developers Share of Schedule-1 property.

7.4 To swear Affidavit, file application, suits, revision, review and to sign on them and take all miscellaneous concerned legal steps in the court/office on the matter pertaining to the court/ office on the matter pertaining to the below mentioned Schedule – 1 properties.

7.5 To engage Advocate in the matter relating to the properties fully mentioned in Schedule – 1.

ARTICLE VIII : CONSTRUCTION, TIME ALLOCATION & MISCELLANEOUS

8.1 The construction will be completed within 5 years plus a grace period of six months from the date of sanction of map.

8.2 The owners hereby undertakes that a fresh and absolutely clear agreement is being executed with M/s Elevation Solutions Pvt. Ltd. superseding any prior agreement.

8.3 The owners in no way can enter into any agreement with any other party or developer after this Development Agreement.

For Elevation Solutions Pvt. Ltd.
Authorised Signatory

8.4 It is understood that from time to time to facilitate the construction of the building by the developers various deeds, matters and things and herein not specified may be required to be done by the developers and for which the developers may need the authority of the owners and various applications and other documents may be required to be signed or made by the owners relating to which specific provisions may not have been mentioned herein. The owners hereby undertakes to do all such acts, deeds, matters, and things that may be reasonably and lawfully required to be done in the matters and the owners shall executed such power of attorney and / or authorities as may be required by the developers for the purposes subject, of course, to the provisions of this agreement and without making the owners liable for any acts, deeds, and things as may be done by developers under such power.

8.5 However, roof of the top floor will be common between the owners, developers and all purchasers/flat owners of the said premises. They will be entitled to install their respective T.V. Antenna in the roof on the top floor and

For Elevation Solutions Pvt. Ltd.

Authorised Signatory

they will also be entitled to raise any temporary structures as pandal etc. and to use the same purely on temporary basis for holding any social and marriage function but shall not have any right, title and interest to occupy thereof or any portion therein permanently or to retain the pandal or structures on the said roof.

8.6 All legal and lawful procedures and actions are subject to Civil Court/High Court Jurisdiction.

GAYA

For Elevation Solutions Pvt. Ltd.

Authorised Signatory

SCHEDULE – 1 REFERRED TO ABOVE

All that place and parcel of land measuring 50 ¾ Decimals under

Mauza : Paharpur

Thana : Chandauti

Thana No : 333

Tauzi No. : 4122

Khata No. : 73(OLD) 76(NEW)

Khesra No. : 483(OLD) (PART) ~~5/330(NEW)~~ (PART)

Total area : 50 ¾ Decimals

Bounded by :

North : Road

South : Babu Lal Yadav

East : Branch Road

West : Barnwal Properties Pvt. Ltd.

Government Value of the Land area 50 ¾ Decimals = Rs.

For Elevation Solutions Pvt. Ltd.

Authorised Signatory

IN WITNESS WHEREOF, both the parties hereto have set and subscribed their respective hands the day, month and year first above written.

Witnesses :

1 प्रदीप कुमार
पिता श्री पशुपति प्रसाद
नादरागंज पुल गया
थाना सिविल लाइन्स गया
23.2.2015
आधार संख्या 99835006
1785
उर्फ 4099

पशुपति प्रसाद
23-2-2015

Signature of the OWNERS

लीला वती देवी
23/-2/2015

2 रविकुमार
पिता. श्री पशुपति प्रसाद
नादरागंज गया
गया
23.2.2015

For Elevation Solutions Pvt. Ltd.
Kumar Vijayalitha 24/02/15
Authorised Signatory

Signature of the DEVELOPERS

पशुपति प्रसाद
23-2-2015

For Elevation Solutions Pvt. Ltd.
Kumar Vijayalitha 24/02/15
Authorised Signatory

Drafted By
Vinkeshwar
23.2.15
14/93/93

SHEDULE – II

SALIENT FEARURES OF THE PROJECT:-

(i) Foundation	:	RCC east-in-situ under-rimmed bore pile foundation.
(ii) Structure	:	RCC frame structure.
(iii) Civil work	:	first class Brick masonry partition walls in cement mortar.
(iv) Doors	:	All door-frames of Wood with flush door shutters.
(v) Window	:	All window will be made in frames of Aluminium with glass panes.
(vi) Plaster	:	½" thick plaster in cement mortar (1:6) on brick work and ¼" on ceiling.
(vii) Flooring	:	Designer vitrified tiles.
(viii)Kitchen	:	Flooring with tiles, Cooking platform with Granite Top sink of Stainless steel, Glazed tiles in Dado up

For Elevation Solutions Pvt. Ltd.
Authorised Signatory

to 2"-0" above working top.

(ix) Sanitary ware : Provision of hot & cold water Branded connections in all Bathrooms.

(x) Electricals : Concealed PVC conduit pipe shall be laid with ISI approved copper wires properly insulated as required Power point of A/C in all bedrooms, Switches of fancy Range.

(xi) Telephone & T.V. Points : To be provided in living rooms and bedrooms.

(xii) Finishing : All internal walls & ceiling finished & Smoothened with Wall putty.

External surfaces by Aero/ Polymer based water repellent

For Elevation Solutions Pvt. Ltd.
Authorised Signatory


आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
ELEVATION SOLUTIONS PRIVATE LIMITED
19/11/2009
Permanent Account Number
AACCE3471C
07042010

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. 148600/-	Amt.Paid By N.J Stamp Paper	Rs. 5000/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 165045/-

Registration Fee

FEE PAID

A1	1045	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	20000	J1	0	K2	0	Na	0
B	0	H1a	0	J2	0	Li	0		
							TOTAL-		21045

LLR + Proc Fee		Service Charge
LLR	0	400
Proc.Fee	0	
Total	0	

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 21445

Date: 24/02/2015

Registering Officer
Gaya

Endorsement under section 52

Presented for registration at Registration Office, Gaya Sadar on Tuesday, 24th February 2015 by Pashupati Prasad Late Budhulal Prasad by profession Others. Status - Executant

पशुपति प्रसाद
28-2-2015

Signature/L.T.I. of Presentant **Date:24/02/2015**

Registering Officer
Gaya Sadar

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Pradeep Kumar' age '38' Sex 'M', 'Pashupati Pd.', resident of 'Bramhanighat Nadraganj Ps-Civil Lines,gaya'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 24/02/2015

Registering Officer
Gaya

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Gaya Sadar in Book 1 Volume No. 40 on pages on 126 -143 , for the year 2015 and stored in CD volume No. CD-7 year 2015 .The document no. is printed on the Front Page of the document.

Date : 24/02/2015

Registering Officer
Gaya

Token No. : 2921 Year : 2015 S.No. : 2851 SCORE Ver.3.0 Deed No . : 2752

External paint.

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

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

(xv) Generator : A quality generator of standard make, ISI approved is to be provided to meet the supply of power right in all flats during power cut situations.

For Elevation Solutions Pvt. Ltd.
Kumar Vijayakumar
Authorised Signatory

23-2-2017