Serial No. 11735 Circle:-:Manpur Book No. :- 1 Deed No. 11358

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु.5000 Rs.5000

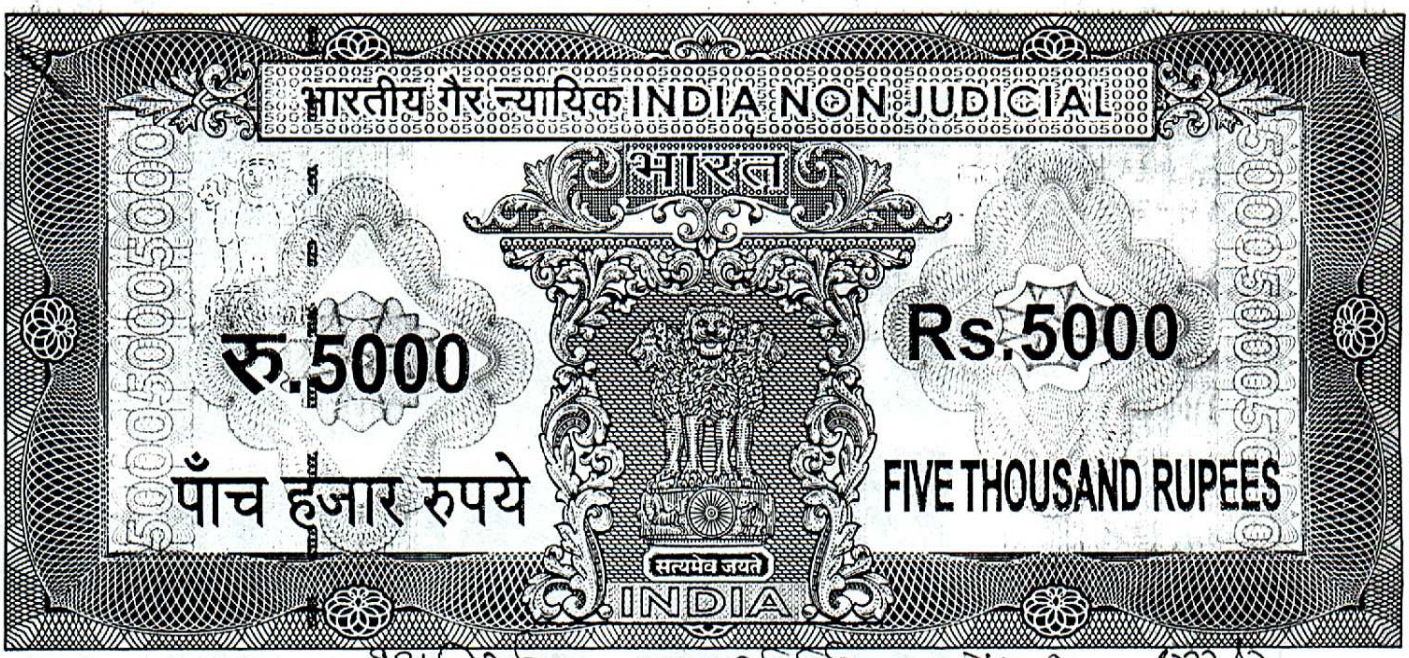
पाँच हजार रुपये FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

109

14/7



बिहार BIHAR
Serial No. 11735

A 223463

Deed No. 11358

बिहार सरकार
जिला निबंधन कार्यालय, गया

पृष्ठांकन का सारांश

दिनांक **14/07/2017** को **Rajeev Kumar Mehta** द्वारा यह दस्तावेज निबंधन हेतु उपस्थापित किया गया। इसमें रू0 **48760** मुद्रांक शुल्क एवं रू0 **2000** 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 **11358** के रूप में पुस्तक सं0 **1** की जिल्द सं0 **165** के पृष्ठ सं0 **386** से **407** तक **CD 26** में आज निबंधित एवं कुल **22** पृष्ठों में संधारित किया गया।

14/7/17

योगेश त्रिपाठी (प्रभारी)
निबंधन पदाधिकारी

दिनांक - 14/07/2017 टोकन नं. 12083/2017

चालान की प्रति तथा
सुफील से मिलान किया
प्रभारी कर्मी का हस्ताक्षर

जिला निबंधन कार्यालय गया

Executed the Deed of Agreement
Area - 1215.51 Sft. of Plat no 40
Plat no - 401.
Rajeev K. Mehta
14.7.2017

T-12083/2017

14/7/17

AGREEMENT FOR SALE OF FLAT

This Agreement made on 14 day of July 2017

BETWEEN M/s Vinayak Construction registered

District Registry Office,Gaya

Token Number 12083 Reg. Year 2017 Serial Number 11735 Deed Numb

PresType	Name	Photo	Thumb	Index	Middle	Ring
Claimant	Santosh Kumar					
Sig.	Santosh kumar 14-7-17					
Executant	Binod Kumar Barnwal					
Sig.	Binod Kumar Barnwal 14/7/17					
Executant	Pawan Kumar					
Sig.	Pawan Kumar 14/7/17					
Executant	Rajeev Kumar Mehta					
Sig.	Rajeev Kr Mehta 14/07/17					
Presented By	Rajeev Kr. Mehta					
Sig.	14/07/17					
Identified By	Guddu Kr Singh					
Sig.	S/o - Sri Ram Prasad Singh					

14/07/2017

Rajeev Kr Mehta

14.7.2017

Late Bin
Town/Dist
Harilas Chr
Kumar Mehr
31.01.2014 regis
Bk Book No. 4

der Book No. 4 Deed No. 25 Page No. 202 to 209 C.D. 1 date of registration 31.01.2014 registered at registration office Gaya through its Parnter **Sri Rajeev Kumar Mehta** aged 46 years S/o Late Brij Mohan Lal Mehta r/o Mohalla Haridas Chatterjee Road Lohapatti Ramana Road Gaya, P.S. Civil Lines, Town/District Gaya 2. **Sri Binod KumarBarnwal** aged about 42 years S/o Late Bindeshwari Prasad r/o Barnwal Senitary Store Ramana Road P.S. Civil Lines, Town/Dist. Gaya 3. **Sri Pawan Kumar** aged about 43 years S/o Late Narsingh Prasad Agrawal r/o Mohalla Magadh Printers K.P. Road, P.S. Kotwali Town/Dist. Gaya Bihar State hereinafter called and referred to as the Developer/Vendors (which terms and expression unless excluded repugnent to context shall mean and include their administrative legal representative, successor-in-interest, Office or assigne) of the FIRST PART.

AND

Sri Santosh Kumar, age 38 years PAN APUPK7436J S/o Sri Shyam Babu Prasad r/o Mohalla Nai Godam Tutwari, P.S. Kotwali Town/District Gaya ("hereinafter to the "PURCHASER") of the **SECOND PARTY**

WHEREAS the Rajeev Kumar Mehta S/o Late Brijmohan Lal Mehta, Binod Kumar Barnwal S/o Late Bindeshwari Prasad, Sri Hemant Kishore Jain, Sri Basant Kishore Jain both sons of Sri Kiran Kishore Jain and Sri Kamal Kumar S/o Late Narsingh Prasad Agrawal have jointly purchased the land situated at Mouza Mastalipur, P.S. Mofassil, Anchal Manpur District Gaya Thana No. 315 under Khata No. 29(old) 5 (new) Plot No. 34 (old) 80 (new) measuring area 9 decimals and under the New Khata No. 113 Plot No. 83 measuring area 5.912 decimals under specific boundary through registered deed of sale registered in Book No. 1 Volume No. 286 Page No. 247 to 256 C.D. 45 deed No. 20099 dated 31.10.2013 registered at Gaya executed by vendor Manish Mehta S/o Sri Kapildeo Mehta r/o Village Sikahar, P.S.Mofassil, District Gaya.

AND WHEREAS after making purchase the vendees under the said deed of sale acquired legal right title and came in legal possession over the said purchased land and the name of the vendees under the said deed of sale have duly been mutated in Anchal Office Manpur vide Mutation Case No. 3715/2013-14 and since thereafter regular govt. rent paid by the vendees

Anjee kr. Mall 14.7.2017

Binod Kumar Barnwal 14.7.2017

Pawan Kumar 14.7.2017

Santosh kumar 14.7.2017

ated above and regular rent receipt been issued in favour of vendees stated above.

AND WHEREAS the land owners desirous to construct a multistoried building over the said purchased land in the name and style of **Shree Palace** and for the said purpose a site plan map prepaired/drafted by registered Architech Sri Sidharth Kumar CA/201256975 and the same has been sanctioned by the Mukhiya Gram Panchayat Nauranga on 10.12.2013.

AND WHEREAS the some member of land owner namely Sri Rajeev Kumar Mehta and Binod Kumar Barnwal decided to start the business of building construction work and others in the name and style as **M/s Vinayak Construction** and for the said purpose one new partner namely Sri Pawan Kumar also joined as partner and in this regard a partnership deed being deed No. 25 dated 31.01.2014 under Book No. 4 Volume No. 1 Page No. 202 to 209 C.D. No. 1 duly executed by the partners of M/s Vinayak Construction and the same has been registered at District Registration Office Gaya.

AND WHEREAS the land owner who are the vendees under registered deed of sale being deed No. 20099 dated 31.10.2013 have jointly executed a Development Agreement on 13.08.2015 in favour of **M/s Vinayak Construction** for develop the land stated above by construct the multistoried building in the name and style of **Shree Palace** which proposed map already been sanctioned on 10.12.2013.

AND WHEREAS the SECOND PARTY Purchaser being desirous of purchase the **flat No. 401** with the parking space as well common portion and a proportionate share in the common portion has agreed to purchase which more details given under Schedule-II of this indenture here in after called "The Unit"

AND WHEREAS the First Party Developers have also agreed to construct the said Unit(s) the parking space and proportionately the common portion for and on behalf of purchaser on the terms and conditions hereunder contained.

AND WHEREAS the First party Developers are also entering into separate agreements with several other person regarding flats and other tenements in the said building under construction to be constructed by the Developers. It is recorded that the possession of the said land will be remain

.n the First party Developers and there shall not be question of any delivery or possession of land unless Unit(s) is constructed.

Definition: In this agreement unless it be contrary of repugnant to the subject or context, the word, terms and or expression hereinafter mentioned shall have the same meaning assigned to them as follow:

(i) **Land Owners/Developers** the Developers shall mean and included the developers above named and its proprietor and their respective administrator, legal representative and/or permitted assignee or successor in interest and/or assignee.

(ii) **Purchaser** : The Purchaser shall mean and include the purchaser/Second Party above named and its legal heir.

(iii) **Land (detail of which is given in 1st schedule)** : The land shall mean 14.912 dec. of land out of Plot No. 34 (old) 80 (New) appertaining to Khata No. 29(old) 5 (New) measuring area 9 dec. and Plot No. 83 new appertaining to khata No. 113 (new) measuring area 5.912 dec. situated at Mastalipur, P.S. Mofassil Anchal Manpur Thana No. 315 district Gaya, under Nauranga Gram Panchayat . Which is in possession of land Owners/Developers .

(iv) **Unit** : The UNIT shall mean flat and/or apartment in 3rd schedule Building with all fittings and fixtures therein and/or apartment thereof as is hereby agreed to be constructed by the developer on behalf of the purchaser and more fully described in part I of the third schedule hereunder written.

(v) **Common Parking Space** : The COMMON PARKING SPACE shall mean the space provided to the purchaser, if so desire, in the o pen land at the premises or in shade and/or on the specified ground floor of the building for parking of car/ two wheelers, Flat owner will be provided sufficient space for parking 1 (one) of car/two wheeler in the common parking space at extra cost.

(vi) **The covered area shall mean**: Covered area of Unit : wherever the same relates to the Unit, it shall the area of the unit computed by adding together the following;

i) The floor area comprised in the Unit

Anjan K. Jha
14.7.2017

Bimal Kumar Barnwal
14.7.2017

Sarath Kumar
14.7.2017

Pawan Kumar
14.7.2017

ii) Area of the walls and pillars (save walls separating the unit from the adjoining units of which only 50% to be added) and

iii) The proportionate share in all the common area comprised in the building; e.g. staircase lobby, generator room/pump room, servant toilets and other common built-up area.

iv) **Area of Building** : Wherever used to same relates to the building it shall mean the total covered area comprised in all the units in the Building;

v) **Undivided share** : Shall mean the undivided and indivisible share in the land agreed to be purchased by the purchaser.

vi) **PROPORTIONATE SHARE OR PROPORTINATELY** shall mean the proportion in which the covered area of the building Provided That where it refers to the share of the purchaser in the rates and/or taxes amongst the common expenses then such share of the whole shall be determined on the basis on which such rates and for taxes are being respectively levied i.e. in case the basis of any level area, rental, income or user then the same shall be on the basis of area, rental income and user respectively.

vii) **Common portions**: The Common Portions shall mean the area, facilities and amenities in the building mint for common use by the co-owners of the building as more fully described in Third Schedule hereunder written.

viii) **Common expenses**: The common expenses shall mean the expenses of the nature described in the Fourth Schedule hereunder written.

ix) **Co-owner**: "The co-owner shall mean all persons who have agreed to own units in the building.

x) **Sanctioned Plan** : The Sanctioned Plan" shall mean the plans for construction of the Building sanctioned by the Mukhiya Gram Panchayat Nauranga vide its order dated 10 December 2013.

xi) **Common purpose** shall mean and include the purpose of keep management, maintenance, administration and protection of the

Anjeer Kr. Mehta 14.7.2017

Brind Kumar Barnwal 14.7.2017

Santosh Kumar 14.7.2017

Pawan Kumar 14.7.2017

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common portion and the open Ind at the premises and the Building and the purpose of regulating actual rights & liabilities of the Co-owner of their respective units and all other purposes of matters in which the co-owners have common interest relating to the premises and the building.

xii)**Architect/Consultant** : The Architect/Consulting Engineer shall mean Architects/Engineer appointed by the developer as Architects for the building from time to time.

xiii) **Date of possession** : The Date of Possession shall mean the date as defined in Clause 8 of the operative portion of this agreement .

xiv)**Singular** shall include the plural and vice/Versa as and when required/ necessity in case of ambiguity.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. That the purchaser has examined the sanctioned plans thoroughly and satisfied himself about the right of the Land Owners/Developers and manner and specification of construction and the measurement of the unit and agrees not to raise any question or objection in respect there of or any change or amendments that the Developers may make therein . If for any reason, any changes are required to be made by the sanctioning Authority, Architect or Developers resulting in reduction or increase in the above mentioned area of flat/parking space or its location, on claims, monetary or otherwise will be raised or accepted except that the rate per sq. ft. will be applicable on the changed area. If any difference is found at the time of handing over the actual possession of the said flat to the buyer the price will be adjusted accordingly. The Purchaser further confirm to have examined and accepted the title of the owners in respect of the land to be free from all encumbrances and agrees not to ever question and/or dispute the same and/or make any requisitions concerning the same.
2. That for consideration mentioned in part I of sixth schedule hereunder to be paid in installment as mentioned in part II of the seventh schedule hereunder. The developer agrees to construct and complete and make tenable in the manner hereinafter mentioned the said unit, the parking space and the common portions. The said consideration includes the

Anjan Kr. Mehta 14.7.2017

Prinod Kumar Barnwal 14.7.2017

Sanjeet Kumar 14.7.2017

Pawan Kumar 14.7.2017

जिला निबंधन कार्यालय

cost of construction and completion of the unit, the parking space if any and the common portions proportionately.

3. The developer shall construct and complete and make habitable the said unit, the parking space and common portions in the manner with the amenities and provisions as mentioned in the 6th schedule hereto by 2.5 years with a grace period of 6 months with good quality materials and good workmanship subject always to various flat buyers making timely payment if delay/days lost due to once major reasons caused by non-availability or essential items for construction, loss of working days due to bandh, lookouts etc. change of policy by the Government and local authorities and other causes beyond the control of the developers occurs, in that case, the time so lost shall further be added to the above mentioned period, besides the grace period of 6 moths. No claims by way of damages, compensation shall be against the Developers in case of delay in handing over the possession on account of the said reasons or any other reason beyond the control of the builder.

3.1 IN cases the building are not complete or the flat to be Acquired by the buyer is not constructed (within 3 years) in normal condition (excluding the situation behind control of the builder), the amount received by the builder shall be refunded to the buyer with simple interest of 8% p.a. not other claim shall be made by the buyer/ purchaser.

3.2 It is further clarified that the purchaser in no case will terminate the contract placed with the Developers. The remedy of the purchaser for default of the developers if any will only be to claim damages.

4. That the form and the terms, conditions and covenants of all documents to be executed in pursuance hereof shall be such as to be decided by the Advocate for giving effect to the Principal construction Agreement as supplemented by the these thereto and

purchaser shall not raise any objection thereto and shall observe the covenants thereof.

5. That in addition to the said consideration, the Purchaser shall also pay to the developer the following:-

a. For Providing any work in or relating to the unit at the written request of the purchaser and for providing any necessary facility or utility in the said unit, common portins and/or portions in the said premises in excess of those mentioned in the sixth schedule hereto provided that it any work or provisions be for the purchaser in or common with some or all of the other co-owners the purchaser and all of such Co-owners shall the charges therefore proportionately & the purchaser shall be liable to pay only his proportionate share thereof.

6. That all betterment fees and similar levies. Fee, charges sales taxes if any charged or to be charged by the Government or Municipal Authority relating to the building or any part thereof, proportionately pa id by the purchaser.

7. That the purchaser will pay total amount which has been worked out on the basis of prevailing price of construction materials, labor and other inputs and no escalation will be payable by purchaser if the escalation is within/up to 10%. However purchaser agrees to pay escalation amount if it exceeds by 10% w.e.f. the date of the contract on actual basis for which developer will provide sufficient proof and calculation sheet.

8. T hat all the payment shall be made within eleven month from the date of execution of this deed.

9. That an interest @ % per month will be payable, in case of delay in payment by one month on overdue amount by the purchaser.

10. That after taking delivery or possession of the unit(s) along with parking space, the purchaser will be exclusively entitled to possess the said unit (s) a and the space and is also entitled to let out, to rent, issues and make profit there from.

11. That the land Owners/Developers will execute proper deed of conveyance in favour of purchaser after total payment of consideration mad by the purchaser against the land and the unit and additional charges, if any.

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2. That upon completion & delivery of possession the purchaser shall have acquired rights and interest in the building and in the said unit in no case, the purchaser will have any claim or right on the roof and/ or terrace of the Building and/or other open and/or covered spaces in the premises and/or the building which are not expressly stated to belong to the purchaser and/or the co-owners. The purchaser shall not in any manner obstruct the developer in carrying out any work in any portion of the said premises and/or the Building so long as the purchaser's said rights over the unit the parking space and common portion be not unreasonably affect ed.

13. That notwithstanding the aforesaid the purchaser shall not sell encumber or enter into any deal with and/or enter into any agreement for the same with any reason or of any nature in regard to the said unit and the parking space until all amounts payable to the developer be not paid by the purchaser and until the date of possession without the written consent of the developer.

14. That during the construction and all items thereafter the said unit , the parking space (wholly) and the common portion (Proportionately) shall be at the risk of the purchaser who shall be liable to pay all amounts becoming payable hereunder and/or otherwise to perform all this covenant hereunder irrespective of any loss, destruction, acquisition and/or requisition.

15. That the Developers shall be entitled exclusively to on behalf of the purchaser all compensation becoming receivable in respect of the said unit the parking space, the common portion and the said undivided share until all the amounts becoming payable the purchaser to the developers hereunder be not fully paid and the purchaser shall co-operate therein and shall not obstruct not the same in any manner whatsoever and shall also grant such authorities s be required thereof by the developers.

16. That the Purchaser shall take and or be deemed to have taken possession of the said unit and the parking space on the 15the day of service of letter/notice/information to the effect and shall for the purpose herein be deemed to be the " **date of Possession"** thereof irrespective of when the purchaser takes accrual physical possession of the said unit.

Ajeev K. Mehta 14.7.2017

Santosh Kumar 14.7.2017

Binod Kumar Barnwal 14.7.2017

Pawan Kumar 14.7.2017

That the purchaser shall take possession of the said unit on or before the date of possession after fulfilling all the covenants and until such fulfillment the developer shall not become liable to deliver such possession. This will be without prejudice to the other obligations, purchaser and also the developer's other rights and obligations hereunder. It is also agreed and clarified that the developer shall have the option to withheld/delay/kept in abeyance the delivery of possession of the said unit until and unless conveyance of the said undivided share be executed and registered by the Owners/Developers in favour of purchaser as per and under the terms and conditions of purchaser's earlier contract.

18. That after the date of possession, the purchaser shall not raise any objection or make any claim of any nature whatsoever regarding the construction of the said unit. The said unit shall for all intent and purposes will be deemed to be completed and the Developers provides reasonable egress and ingress thereto & water & electric connection (temporary or permanent) therein.

19. That it is further agreed that before the date of possession, the purchaser shall pay to the Developer ll amounts becoming due and payable hereunder, Pay to and/or deposit with the Developer the amount and for the purposes and on the conditions mentioned in part IV & V of the seventh schedule here under besides Escalation charges, if applicable and payable to the developer the sales tax in respect of the work and suppliers as per the law if applicable, Exe cute the papers and documents required by the developer including those mentioned in the Eight Schedule hereunder.

20. That from and after the date of possession the purchaser covenants as follows :-

a. To co-operate with the developer by becoming member of the society and works relating to common purpose.

b. To observe the rules framed from time to time by the developer & the society for quiet and peaceful enjoyment of the building and said premises as a decent residential complex or reputed, respectable and well placed persons.

जिला निबंधक कार्यालय
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c. To allow the developer and its workmen to enter into said unit for the purpose of completion of construction of the building and acts relating to common purpose.

d. To pay and bear the common expenses proportionately.

e. To let out or part with the possession of the said unit only after prior information in writing to the Developer and to the Society of the full particulars of the occupant and the rent of all other charges and benefits receivable by the purchaser in respect hereof the Extent necessary for assessment of the liability for rates, taxes and impositions and/or management . It is being clarified that incase of transfer or sale, the purchaser will not be required to disclose to consideration or other terms of transfer.

f. To pay electric and other utilities consumed in or relating to the said unit.

g. To use the said unit only for the purpose of which it is intended. It is being clarified that the buildings are designed for residential purpose only.

h. Not to put any name plates on the outside wall or in inside wall of the unit or the building except the place as will be approved by the Developers and the society.

i. Not to change the outer elevation of the building.

j. Not to ever demolish or cause to be demolished any part of the said building nor shall be at any time make or cause to be made any new construction of whatsoever nature in the said building.

k. Not to make any addition or alteration to said flat without the previous consent in writing to the developer or society.

l. The payments and deposits shall be made by the purchasers mentioned in schedule 6th and also in when asked from time and within 7 days of the purchaser getting the bill for the same in the said unit at the above address of the purchaser.

m. Society shall manage and maintain the buildings and the said premises and/or do all works relating to common purpose and the purchase r shall pay to the society a fixed amount at the prevailing rate subject to minimum stated amount as mentioned in part-III of the sixth schedule.

Anjee Kotlehi 14.7.2017

Satyath Kumar 14.7.2017

Rajind Kumar Bansal 14.7.2017

Pawan Kumar 14.7.2017

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n. All amounts to be deposited by the purchaser hereof shall be utilized only for the purpose for which the same are made subject to however other provisions hereof.

o. After completion of the Building in all respect, the purchaser shall join the society as soon as possible for maintenance and management and for other common purposes and the co-owners (including the purchaser) shall be made the proportionate shall holders thereof.

p. Purchaser shall bear and pay the proportionate share of expenses of the society.

q. The Developer shall transfer all his/their rights and obligation to the society in respect of the common purposes as per his/their option either upon the completion of the Building in all respect or earlier. The developer shall also transfer the residue then remain of the deposit as referred to in parts –III and IV of the sixth Schedule, if any made by the purchaser after adjusting all amount remaining due and payable by the purchaser and the amounts thus transferred shall hence forth be sol held by the society in the account of the purchaser for purpose for which the same is intended. The society of co-owners including the purchaser) shall however remain liable to indemnify the developer for all liabilities due to non fulfillment of their respective obligations hereunder.

21. That the society shall draw all rules and regulations for management and maintenance and all other documents for common purpose and/or in pursuance hereof and containing such covenants as is the sole discretion of the society which shall be accepted by the purchaser without any objection.

22. All stamp duty, registration charges and incidental expenses in addition to the Advocate fee as prevailing for nor relating to all documents as the purchaser envisaged here under shall be borne and paid by the Purchaser within 7 days of the same being demanded by the developer.

23. The purchaser agrees not to raise any objection to the draft to be prepared by the Advocate but shall have been liberty to seek reasonable clarification from the advocate.

24. That in case the purchaser commits default in fulfilling and observing its covenants herein contained and within the respective period as

specified herein then and in such event the agreement shall stand terminated and all rights and claims of the purchaser against the Developer , the society and/or the said premises, the Building and/or the unit, the parking space shall stand extinguished and the undivided share and the right to receive the said unit the parking spaces and all other rights and interest of the purchaser in the unit and the Building and the said Premises shall also stand forfeited and/or vested in the Developer as the nominee for the purchaser without any right of the purchaser to receive any amount whatsoever paid hereunder, the Developer shall be entitled to have all such rights aforesaid transferred in its own favour and/or in favour of its nominee without anyway becoming liable to pay any amount or additional amount for the same to the purchaser.

25. That immediately upon termination or forfeiture of the rights and interest of the purchaser as mentioned in Clauses immediately hereinabove mentioned, the purchaser shall hand over vacant possession to the Developer of the said Unit, the parking space and all other parts of the Building and the said premises in the possession by virtue hereof and the purchaser shall until such delivery of possession pay to the developer profits and/or damages to be calculated by the market I getting out value of the said unit and incase said unit be in occupation if any tenant or other occupant then become liable to pay to the developer the rent, licence fees and all together amounts whatsoever becoming payable by him in respect of the said unit and the purchaser shall not claim, demand or receive any such payment or obstruct in the developer collecting the same.

26. That without prejudice to the aforesaid, the Developer and after possession the society shall also be entitled to with held all utilities and facilities to the purchaser and/or the said unit including electricity and water supply and/or other services until the time the purchaser continues in default.

27. That in case the developer agrees to condone the default of the purchaser upon payment of all the amounts remaining unpaid then and in such event purchaser shall along with such arrears, also pay compensation for the loss and; or damages suffered by the Developer and also interest at the rate of 2% per month for the period of default of all amounts remaining unpaid.

जिला निबंधन कार्यालय गया

Anjan K. Dutt 14.7.2017

Santosh Kumar 14.7.2017

Rajnod Kumar Bhanwal 14.7.2017

Pawan Kumar 14.7.2017

28. That notwithstanding anything to the contrary elsewhere herein contained, the rood and/or terrace of the building shall always be the property of the owner and the purchaser shall have no right of any nature therein. The owner shall always have the right to perfect further floor or floors above the existing sanctioned building and to own, use and enjoy the same with heritable and transferable right therein.
29. That all dispute and difference between the parties hereto in any w ay relating to or connected with the building and/or this agreement and/or anything done in pursuance hereof shall be ref erred to the Arbitrator for arbitration appointed by the Advocate and the award made by such Arbitrator shall be final and binding on the parties hereto. Such Arbitration shall otherwise be in accordance with the Arbitration and Conciliation Act. 2003.
30. That only courts having original jurisdiction over the premises shall have the jurisdiction in all matters relating to or arising out of this agreement.
31. That all notices which has been delivered for dispatch to the postal authorities by registered post with acknowledgement due at the last known address of the addressee of the either party hereby either of the parties to other shall be deemed to have been served on the 7th day from the date & the same.

·SHCEUDLE ABOVE REFERRED TO ABOVE

SCHEDULE-I

All that piece and part of landed property along with the structure thereon measuring an area of 14.912 dec. i.e. 6496 Sq. ft. situated at Village Mastalipur, P.S. Mofassil Thana No. 315 Anchal Manpur Distt. Gaya .

Khata No.	**Plot No.**	**Area**
29 (o)	34 (o)	9 dec.
5(N)	80 (n)	
113 (n)	83 (n)	5.912 dec.
	Total ,	14.912 dec. i.e. 6496 Sq. ft.

जिला निबंधन कार्यालय गया

Boundary.

North	-	Shaligram Mehta
South	–	Niz vendor (Manish Mehta)
East	–	Niz Vendor (Manish Mehta)
West	-	P.C.C. Road 20 ft. wide

Measurement :

North to south 56'-00"

rEast to west 116'-00"

Schedule-2

(The Unit)

All that the flat/apartment comprised in and bearing **flat No 401** on fourth Floor in schedule-1 of the Building and having a super build-up/ Covered area of **1215.51** square feet and its proportionate share in land is **0.820** decimals.

Boundary.

North	-	Comman space thereafter Boundary wall
South	-	Flat No. 402
East	-	Comman space thereafter Boundary wall
West	-	Comman area and staircase
Lower	-	Flat No. 301
Upper	-	Roof

Schedule-3

(Common Portion)

1. Common Parking space, common Path as. Passages, Driveways, from, back and side set backs of the building and main entrance to the Premise and the building.
2. Office cum security Guards Room;
3. Common Boundary walls and Main Gate;'
4. Drainage and sewage and all pipes and other installation for the same (except only those as per installed within the exclusive area of any unit and/or exclusively for its use).
5. Low tension and/or high tension electrical installations and its room (if any) and all electrical and other fittings (excluding only those as per installed within the exclusive area of any unit and/or exclusively for its use).

6. Stair Case, stair Case Landing and;/or mid landings on all floor in the Building.
7. Lift and Lift Area
8. Lobbies on all floors;
9. Tube well/.Deep Bore well and its installation ns, if any;
10. Water pump, water tanks and all common plumbing installations for carriage of water (save and exert those as are exclusively within and for exclusive use of any units).
11. Such other common parts, area, equipments installations, fittings fixtures and space in or about the premises and the building as are necessary for passage to and/or user of the Units in common by co-owners BUT EXRESSLY EXCUDING the and/or terraee and the pupate walls of the Building and covered area of units of other co-owners and the car parking spaces s may be demarcated by the developer from time to time if any on the open land at the premises of in the ground floor for exclusive use of any units Owner of Occupier.

Schedule-4

1. All cost of maintenance, operating, replacing, repairing, white washing maintaining, redecorating, reconstructing and/or lighting the common portions in the Building including their outer walls;
2. The salary of all person employed for common purpose including Guards, security personnel, plumbers, electricians etc
3. Insurance premium for insuring the Building.
4. All charges and deposits for supplies of common utilities to the co-owners in the common;
5. Water tax and other levies in respect of the premise and the Building save those separately assessed on the purchaser.
6. Cost of subscription for membership of Society.
7. Cost or running, maintenanee, repairs and replacement of "

A) Transformers (if any)
B) Water purpose and its installation.
C) Deep tube well/Bore well (in any)
D) Generator and other common installations

8. Electricity charges for the electrical energy consumed at the common portions and/or for the operation of the common services.

9. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions;'

10. The office expenses incurred for maintaining an office for running the Society.

11. All other expenses, taxes, rates and other levies etc. as are deemed by the Developer to be necessary or incidental or liable to be paid by the co-owners in common including such amount as be fixed for creating a fund for replacement, renovation, painting and/or periodic repairing of the common portions.

Schedule-5

(Particulars of construction)

Constriction to be made and equipment, fittings and fixtures to be installed and provided in the Building shall be new and of standard make and of good quality a and according to the plans and advice of the architect including the following;

a) **Building foundation:** - The building foundation will be based on seismic zone and considered its resistance as suggested by structure designer.

b) **Super Structure** :- The super structure will be made of R.C.C. with 10" thick Brick walls (1:6 mortar) on all external surfaces and 5"73" t hick internal portion walls (1:5 mortar).

c) **Plaster & Color Wash**:- All interior wall and ceiling will have cement plaster of requisite thickness and finished with plaster of Paris. All exterior wall including chhajjas, bonds, cornices will have cement plaster (1:6) and shall be finished with cement based paint.

d) **Flooring & Skirting**:- All rooms, lobbies will have vitrified/floor titles with 4" skirting all around.

e) **Toilets**:- All toilets will be provided with concealed P.P.R. pipes and fittings of approved quality, while porcelain basin, white commode with low down cistern. All toilets will have the flooring of vitrified/ floor Tiles and the wall tiles up to 6' height.

f) **Kitchen**:- The kitchen will have the flooring of vitrified/floor Tiles, will have one R.C.C. platform with Granite topping for cooking and a stainless steel sink with concealed pipe line and brass CP

fittings/Mixture. The Dado in cooking and washing area will be of glazed tiles of 3' height.

g) **Doors**:- All doors will have Saalwood frame and minimum 30 mm Thick designer panel/Flush shutter & fitted with normal fittings.

h) **Windows & Grills**:- All windows shall be of Aluminum Section with three tracks along with glass & net and with standard fittings. All windows grilled will be painted with primer (one coat) and two coats of enamel paints.

i) **Electrical Works**:- Electrical points for lights, fans, irons Kettles, etc shall be provided with concealed PVC conducts copper wire and switches and plus points at s suitable places. Fans and lighting fixtures are not included.

j) **Electric Meter**: - A separate electric meter for each unit has to be arranged by the purchaser in tune with the concerned Electricity Board's regulation.

k) **Water Supply**: - Tube well./Deep Bore well boring and overhead water tank will be provided with suitable Pump and meter.

l) **Deep Tube well:**- A deep tube well with suitable pump will be installed.

Schedule-6

Consideration.

1. Total Cost of Unit	-	Rs. 21,87,918.00
2. Cost of Parking Space	-	Rs. 1,00,000.00
3. Cost of Proportionate share of land i.e. 288.01 Sq.ft. land and other Misc. charges	-	Rs. 1,50,000.00
	Total	Rs. 24,37,918.00

(Rs. Twenty four lacs thirty seven thousand nine hundred eighteen only)

PART-II (payment Schedule).

Out of total consideration amount Rs. 2,00,000.00 (Rs. Two lacs only) booking amount through cheque No. 000005 dated 11.09.2015 has already been paid by purchaser second party before the execution here of at the *time of starting of construction work and balance amount Rs. Rs.* **22,37,918.00** (Rs. Twenty two lacs thirty seven thousand nine hundred

eighteen only) will be paid by purchaser second party within eleven months from the date of execution of this deed.

PART-HI (Maintenance charges & Taxes)

The maintenance charges payable in pursuance of clause 20[m] of the operative provision of this agreement will be decided by the members of the society from time to time.

PART-IV (Deposits)

(Particulars of items for which Deposits shall be made by the purchaser at or before the Date of Possession)

a) For security deposit of electric connection to the said unit and/of the building decided by the purchaser considering and in view of the prevailing amount fixed by the Electricty Board.

PART-V

(Purchaser to pay at or before the date of possession of the said unit)

a) **Charges of Advocate** :- Against the fees of the Advocate, 100% shall be paid/or deposited with the Developer at or before the execution of this agreement.

b) **For Stamp duty:** The purchaser shall also pay and/or deposit with the developer the estimated stamp duty and registration charges of all documents in pursuance of this agreement.

c) **Purchaser to pay all other amount** (if any) till the date of possession which becoming due and payable by the purchaser under the provisions of this agreement.

Schedule-7

(Delivery of papers)

a) Declaration and affidavit regarding holding of other immovable properties by the purchaser required, fit any under the Urban Land Ceiling Act.

b) Conveyance Deed with respect to the unit as required under the prevailing Laws, Rules and Regulations in force.

c) Papers and authorities for obtaining electric connection.

d) Paper for Assessment/Mutation of the said unit in the name of the purchaser in the Government and Municipal records.

e) Such other papers as deemed reasonable and required by the developer under Law in force for carrying out the transfer for common purpose.

14.7.2017

14.7.2017

14.7.2017

14.7.2017

जिला निबंधन कार्यालय

IN WITNESS WHERE of the parties here to have executed and delivered these presents on the day, month and year first above written.

WITNESS by (1) Guddu K S Singh Son of Sri Ram Prasad Singh
Ad-Station Road Malgodam P.S. Kotwali
dis-Gaya 14.07.2017
U.ID. NO. 7619 0160 1293

(2) Pankaj Kumar S/o Sri
Jagdish Prasad Sinha 14.7.2017
Mo- Danalibag P.S. Vishnupad
Dist. Gaya. 14.07.2017

Drafted by Md. Zamir Khan
Adv
14.7.17.
L.N 1070/90

Ajeer K Mehta 14.7.2017

Santosh Kumar 14.7.2017

Pawan Kumar 14.7.2017

Pawan Kumar 14.7.2017

जिला निबंधन कार्यालय गया

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. 48760/-

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

Amt.Paid By N.J Stamp Paper	Rs.	5000/-
Amt.paid through Bank Challan	Rs.	448600/-

Registration Fee

A1	0	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	F	1000	J1	0	K2	0	Na	0
b	0	H1a	0	J2	0	Li	0		
								TOTAL-	1000

Fee paid

LLR + Proc Fee		Service Charge
LLR	0	1000
Proc.Fee	0	
Total	0	

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 2000

Date: 14/07/2017

Registering Officer
Gaya

Endorsement under section 52

Presented for registration at Registration Office, Gaya on Friday, 14th July 2017 by Rajeev Kumar Mehta Late Brij Mohan Lal Mehta by profession Others. Status - Executant

Signature/L.T.I. of Presentant 14/07/17

Date:14/07/2017

Registering Officer
Gaya

Endorsement under section 58

Executant is identified by those Executants and Identified by the person (Identified by 'Guddu Kumar Singh' aged about 36x Yr, 'Ram Prasad Singh', resident of 'Station Road Nai Godam,p.S-Kotwali,dist-Gaya'), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 14/07/2017

Registering Officer
Gaya

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Gaya in Book 1 ,Volume No. 165 on pages on 386 -407, for the year 2017 and stored in CD volume No. CD-26 year 2017 .The document no. is printed on the Front Page of the document.

14/7/17

Date : 14/07/2017

Registering Officer
Gaya

Token No. : 12083 Year : 2017 S.No. : 11735 SCORE Ver.4.1 Deed No . :d No . : 11358