



a multistoried residential apartment at the vacant piece of land as detailed in schedule 'A' of this deed, approached the developer with their intended purpose. Further the owner having enquired and being satisfied with the workmanship quality and reputation of the said firm M/S Vaibhav Builders and Construction the Developer on the one part requested him that he is interested to get constructed a multistoried Building/Apartment Complex at the vacant piece of land detailed in schedule 'A' of this Deed.

4. Whereas, M/S Vaibhav Builders and Construction is a proprietorship firm and Sri Anil Singh is the proprietor and carrying out the business of M/S Vaibhav Builders and Construction, a proprietorship firm is engaged in business of construction of Building/Apartment and the land development and constructing multistoried and multi complex building.

5. AND WHEREAS THE DEVELOPER having agreed to develop the said land and to construct a multistoried Building Apartments or flats system with an object of selling or leasing such apartments and flats system over the land detailed in schedule 'A' of this agreement.

NOW THESE PRESENTS WITNESSETH AND THE PARTIES HERETO HEREBY AGREE AS FOLLOWS :-

1. This agreement for development and construction is being made on the express understanding that the developer would comply with and or cause compliance with all the statutory requirements and requirement of this purpose and the expenses that might be incurred would be solely borne by the developer.
2. The developer hereby states and undertake to obtain necessary sanction and permission for construction of a multistoried building/ apartment over the said schedule 'A' land, in consideration of the owner having agreed to entrust to the developer his land.



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M/S Vaibhav Builders  
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and construction of the multistoried building over the said land at his own cost and expenses.

8. That, the owner hereby irrevocably undertakes not to sell, dispose off, create charges and cause encumbrance, lease or otherwise transfer the said property or any part thereof after the execution of this agreement. The owner further undertakes not to do any act or things which shall cause the breach of this agreement.

9. That, the owner hereby agrees and undertakes that he will execute and give an irrevocable power of attorney in favour of the developer if needed, so that no hindrance or obstruction is caused to the developer in carrying out and discharge of its obligation under these present and thereby giving the developer with an authority to have peaceful possession on the said property and to do all such acts and/or things that may be necessary for the development, planning construction.

10. The developer shall be solely entitled to enter into agreement of sale or otherwise allot flats to take advance booking amounts from any persons for the developer's part of 50% of the constructed flats and for that owner will have no objection & the same condition is applicable for the owner also. The developer shall be exclusively be entitled to realize all amounts receivable under such agreement / sale deeds related to the portions of developer's share of the said multistoried building. But both parties agreed that the immediate neighbours of the land shall not be allotted to any of the flat.

11. The owner shall have no concern with the profit of the developer. Owner shall only be concern with the agreed conversion part i.e. 50% of the total constructed area of the multistoried apartment and the owner shall have exclusive right over all the flats and parking space of his share and the developer will have no objection.

12. The distribution the constructed flats between the owner and developer has been decided mutually the flats of owners and developer share are:-

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S. No.	Floor	Land Owner Share	Developer Share
1.	2.	3.	4.
1.	First Floor	Flat No.-101,102,103, 104,105,106	X
2.	Second Floor	X	Flat No.-201,202, 203, 204,205,206
3.	Third Floor	Flat No.-301,302, 305	Flat No.-303,304, 306
4.	Fourth Floor	Flat No.-403,404, 406	Flat No.-401,402, <del>405</del>

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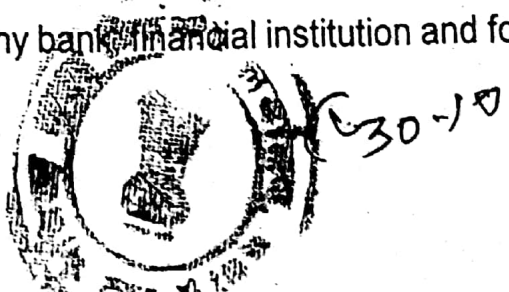
(a) That the common areas shall jointly belong to all the owners of the flats or those who are having the permissive possession to use the flats through the rightful flat owners. The common areas are e.g. top terrace, passage, lift, stairs main entrance, other common amenities etc. None among the concerned parties shall claim exclusive right over the common area.

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(b) That the concerned parties i.e. the flat owners shall have the right to use the top terrace but they shall have no right to make any construction or addition over the same, but the developers shall have the exclusive right to make addition of fifth floor subject to all necessary sanction and permission by the concerned authorities in case the builder makes the construction of flats over the top terrace, the land owners shall also be entitled to the 50% of the constructed portion and on the 5th floor and all other terms shall be applicable and agreed upon by both the parties vide this agreement.

(c) The developer, before undertaking construction of the building will erect a boundary wall of eight feet height from all the four side and only one gate in the east side will have to be provided for entry and exit. There will be no other gate from any side apart from the gate to be opened from eastern side.

13. The owner has authorized the developer to create charge, mortgage or encumber the property mentioned in schedule A and or create any legal mortgage for taking loan on said land or part for construction of the multistoried building falling under the share of the developer from any bank, financial institution and for that the



owner shall have no objection, but the owner share either flat or land will never be mortgaged for taking any loan by the developer.

14. The owner shall deliver to the developer and/or their duly authorized person or advocate all original papers, document and deeds relating to the property to examine the correctness of the title etc. and to give answer regarding the title of the property mentioned as above in this agreement and the original copy of the documents will be returned by the developer to the owner after necessary examination.

15. The aforesaid owners assured the developer that there is no defect of title or any liability or encumbrance upon the property mentioned herein under in schedule 'A' and that in case if any defect in title of ownership and shares of the owner in the land covered under this development agreement or any liability of encumbrance is found in that case the claim of investment an loss, expenses incurred by the any of the share holder or holder's will be liable to be satisfied and compensated against the property developed and constructed on the said land.

16. The owners agreed to sign and execute all necessary documents deed and papers as per need of the developer in connection with development and construction of the multistoried building.

17. The owners shall not be responsible for any action, fines, penalties or costs and expenses for any violation of statutory provisions in relation to the said development and construction by the developer

18. The owners shall not object to any construction or laying of sewerage, drainage water pipe, caves or other provisions made in accordance with the law and scheme of construction of the multistoried building.

19. The developer shall complete the development work within 30 months from the date of this agreement. In case of any delay which has occur because of any reason other than natural calamity like delay in providing relevant documents or possession by the owner the developer may ask for a grace period of maximum six months which the land owners will have to consider.

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20. That the cost/expenditure on installation of lift, transformer, generator and connection of electricity will be borne by the developer.

During the period of development of construction of the property, all the expenses of electricity will be borne by the developer.

21. That the owner will not be liable to pay any expenses to complete the development and construction of the multistoried building and these will be exclusively borne by the developer.

22. If the developer does not complete the development and construction work and does not hand over the agreed part of the owner within the agreed period of 36 months. The developer will have to pay Rs. 50,000/- (Fifty Thousand) for each month's delay as compensation.

23. That after due consideration and mutual consent before the developers and the owner, it has been decided that the name of the multistoried building constructed and developed on the said land will be "Baikunt Vaibhave Enclave".

24. THE DEVELOPER shall construct the building as per approval and standard norms as prescribed by concerned authorities in this regard. The detail of building materials and construction and construction services and amenities shall be as per schedule 'B' hereunder.

25. The owner is having full right to visit & inspect the construction site, quality of construction material and other development activities time to time as per schedule "B".

26. IN WITNESS THEREOF the parties herein have signed and delivered these presents on the day month and year first above written.

Signature of Developer

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Signature of land owner

*[Handwritten Signature]*  
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Schedule 'A'

DETAILED DESCRIPTION OF LAND WHICH IS BEING HANDED OVER TO THE DEVELOPER FOR DEVELOPMENT BY THE OWNER

Area 22 decimal vacant land residential other road village Bodhgaya, Tola Pachhatti, P.S. & Block - Bodhgaya, Thana no. 359, Dist. Gaya, Sub-Division, Sub registry and Sadar registry, Collectory and muncifi Gaya.

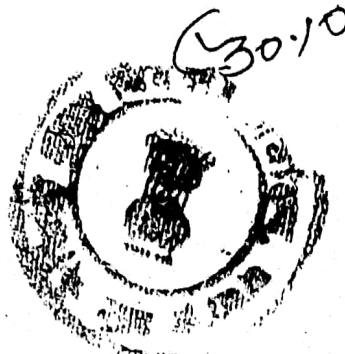
Govt. Value - 96,14,000/- (Ninty six lacs fourteen thousand only)

<u>Village</u>	<u>P.S.</u>	<u>Khata no.</u>	<u>Plot no.</u>	<u>Area</u>
Panchatti	BodhGaya	284 (old)	2876 (old)	22 decimal
	359	(Two hundred eighty four)	(Two thousand eight hundred seventy six)	
		840 (new)	3199 (new)	
		(Eighty hundred forty)	(Three thousand one hundred ninty nine)	

Signature of M. J. Singh  
30/10/15

Boundary

- North :- Dilip Singh
- South :- Zahir Miyan
- East :- Road
- West :- Naven Singh, Ramji Raj Kumar Sah, Sanjeevan Raut



1. Structure Earthquake resistant frame structure reinforced with ISI mark top brand steel, like Tata Steel, etc .
2. Brick Works 10" and 5" thick walls (No. 1 brick) in cement mortar as per details of construction requirements and lay out plan. Leading brands of cement like ACC or Lafarge, etc .
3. Chowkhots Doorframe chokhots sal wood with decorative wooden beat.
4. Doors All Door shutters of 30mm, thick ISI mark (greenply). Elegantly finished main door and laminated finished doors shutters. Decorative Brush/anodized hardware fitting.
5. Window All windows frame (Chowkhot) will be of Power Coated Aluminum glazing with glass. Steel grill only Flats of owner's share.
6. Flooring All area vitrified tiles.
7. Stair Marble/Granite
8. Kitchen (a) Flooring : Ceramic/vitrified tiles. (b) Working platform : Granite. (c) Dadoo : 24" high glazed tiles (d) Sink : Stainless steel sink with ISI Mark (PARRY WARE)
9. Bathroom (a) Walls Glazed tiles up to 8'0" height (b) Flooring Ceramic antiskit tiles flooring (c) Sanitary : Chromium plated fitting something special or classic (PARRY WARE / HI ND WARE) (d) Cistern : Acrylic/ Fiberglass cistern in white color (PARRY WARE) (e) All Branded Amenities in bathrooms.

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10. Electrical (a) All internal wiring in conduct with copper wire like Havels or Anchor etc. (b) All electrical fittings and accessories like Havels/Anchor etc. (c) Adequate lighting power point socket outlets etc. Provided each room, (d) Provision of AC point for living and bedroom. (All fittings and fixtures)
11. Generator Silent generator (Mahindra/Kirlosker)
12. TV/Cable/ Telephone facilities One TV and Telephone Point in each bedroom and living room.
13. Interval wall finish All Internal walls will be finished with putty with quality paints.
14. External Wall All External wall finish with water resistant paint.
15. Outer wall 5" thick walls (No.-1 brick)
16. Boring Tube Boring and tube well of adequate capacity by ISI mark submersible Pump and over head tank system.
17. Water Proofing Double coat of water proofing treatment for all toilets and top roof.
18. Lift Five Passenger.
19. Reserved Car Parking Space Reserved Car Parking Space are available. Provision of fire fighting system as directed by fire dept.

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**Highlights**

- Water Supply :- Round the clock water supply with own tubewell.
- Greenery :- Well designed with plants and bonsai around the complex

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- Car Parking Space :- Ample Parking space with Guard room and servant toilet etc.
- Security :- Round the clock security.
- Intercom :- Intercom provided in each flat.
- Sewerage :- Suitable arrangement for rain and storm water disposal.
- Services :- Sewerage, electricity.

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Signature of Developer.

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Signature of Land Owner

*[Handwritten Signature]*  
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श्री श्री ३५१८ गिरी (अपार्टमेंट प्रोजेक्ट)

प्लॉट नं. १०१/०२

Date - 30 - 10 - 2015

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