[illegible]

This document was presented for registration on **21/03/2018** by **Ravi Chaurasiya (M.D)**
A Stamp Duty of Rs. **1284800/-** and other Fees of Rs. **43200/-**

The document was found admissible. The Names, Photographs, Fingerprints and Signatures of the Executants and their Identifier, who have admitted execution before me, are affixed on the reverse page. The document has been registered as Deed No. 4802 in Book No. 100 of the Office of the Registrar, District of Chitradurga.

The document has been registered as Deed No. **4809** in Book No. **1**, Volume No. **70** on pages from **192** to **214** and has been preserved in total **23** pages in C.D. No. **11 / Year 2018**



Token No: 5151 /2018

Signature with Date
(**Riwa Choudhary**)
Registering Officer, Gaya

सच्ची छाया प्रतिलिपि

वास्ते जिला निबंधक
गया

DEVELOPMENT AGREEMENT

THIS INDENTURE of DEVELOPMENT OF LAND
made and entered into Gaya on the 10th day
of month March 2018.

T-5151
b 18

21/3/18



Executed this deed of development agreement - Area 29.68 discini. read & found all contents and character are true & correct

12 Dividendes Hogarcom
10.3.18

District Registry Office, Gaya

Token Number 5151 Reg. Year 2018 Serial Number 4932 Deed Number

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	M/S Sri Vishnu Build Con Pvt.Ltd.						
Sig.		N/A	N/A	N/A	N/A	N/A	N/A

Presented Ravi
By Chaurasiya(M.D)

Sig. *Ravi Chaurasiya*
21.3.18

Claimant Ravi
Chaurasiya(M.D)

Sig. *Ravi Chaurasiya*
21.3.18

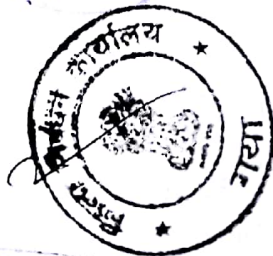
Executant Dhirendra Agrawal

Sig.

Identified Kundan Ray

By *कुन्दन राय*

Sig. *पिता = डायरी राय*
24/3/18



SCORE Ver.4.0

Powered by IL&FS Technologies Ltd.

Biometric Captured By 3500sop022

Dhirendra Agrawal

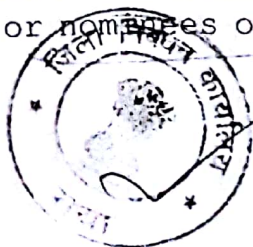
A.P. COLONY
ORIGINAL PAPER

2

BETWEEN

1. Sri Dhirendra Agrawal aged about 63 years S/O late Daya Prakash resident of 182, Anugrah Puri Colony P.S. Rampur in the town and district of Gaya, the Director of Daya Engineering Works (Sleeper) Pvt. Ltd., hereinafter be referred to as LAND LORD which expression shall unless repugnant to the subject or context shall means and includes his successors, assigns and or nominees on the FIRST PARTY, PAN NO. AARPA4228K-MOB-8920658190

1. "M/S Sri Vishnu Build con Pvt. Ltd." incorporated under the Companies Act 1956 having its registered office at Mohalla Deochaura, Pachmahalla Bazar, P.S. Vishnupad, Distt. Gaya - 823001 (PAN- AAMCS4710Q) through its Managing Director Mr. Ravi Chaurasiya aged about 44 years S/O Sri Kanhaiya Lal Chaurasiya resident of Mohalla Deochaura Pachmahalla P.S. Vishnupad, Distt. Gaya, duly authorized by the Board of Directors of a Company in a duly convened meeting to enter into a Development Agreement with Sri Dhirendra Agrawal aforesaid FIRST PARTY- LAND OWNER and sign for an on behalf of the said Company (hereinafter referred to as the "Developer") which expression shall, unless repugnant to the subject or context shall means and includes its successors, assign and or nominees on the SECOND PARTY. *ds*



Dhirendra Agrawal
10.3.18

Witness:- Ravi Chaurasiya
S/O. Kanhaiya Lal
Sri Vishnu Build con Pvt. Ltd. - Mohalla Deochaura

दीर्घ अग्रवाल
प्रवीण कुमार

21/3/18

आज दिनांक 21-03-2018 को सुबह 5:30 PM
जहाँ रुकाई गई थी - 182, आकुआपुरी कालनी कावा रागापुर
जिला - राया में धीरेन्द्र अग्रवाल पिता नरबं देवा प्रकाश
के निवास पर पहुँचा। जहाँ उक्त की धीरेन्द्र अग्रवाल
की जाँच की। उनकी पहचान - कुन्दन राय पिता - अर्जुन
राय पता - 200 फुट विष्णु पद गावा विष्णु पद जिला -
राया में जहाँ श्रीगोप आकुआपुरी की है। उक्त की धीरेन्द्र अग्रवाल
जो अकारा की गह लालता वगैरे उक्त की विस्थापित किया है

प्रवीण कुमार
21-03-2018
कमीशनर

सही धीरेन्द्र अग्रवाल (Dhirendra Agrawal)
21.3.2018 को -



VSCN/01/01
2/18



मैं इसकाफरी को जानता हूँ पद पद योमल है इनके पद दानो के चौप उगड़ी
के नीमान मेरे नामने बनाई गई कुन्दन राय पिता अर्जुन राय
पता - 200 फुट विष्णु पद गह - विष्णु पद जिला
उम्र - 23 पदना कासतकारी कुन्दन राय



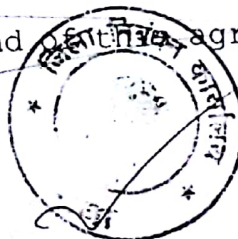
VSCN/01/02
2/18 21/3/18



WHEREAS the LAND OWNER-FIRST PARTY, own and possess land admeasuring Nine Kathas Ten Dhooors of land equivalent to 12929.5sq. ft. equal to 29.687 Decimals being Gaya Unnayan Nayas plot no. 197 in Ward No. 9 (Old), 32 (Present) assessed to Municipal Tax as Hold No.587(New) at Mohalla Anugrahpuri Colony, P.S. Civil Lines (now Rampur) in the town and district of Gaya, the detail particulars of which is more particularly described in Schedule- "A" below for proper appreciation of the facts.

WHEREAS the LANDLORD-FIRST PARTY has purchased the Schedule- "A" property under a registered sale deed being deed no.11711/1990 dated 22.06.1988, the vendor being Smt.Basanti Devi W/O Late Kameshwar Prasad Ambastha of Mohalla Khanmirja P.S.Sultanganj P.O.Mahendru in the town and district of Patna and the vendee being Sri Dharendra Agrawal S/O Late Daya Prakash resident of 182, Anugrahpuri Colony P.S.Rampur in the town and district of Gaya contained in Book No.I, Volume No.104 from page no.189 to 197 in the District Registry Office Gaya for valuable consideration.

WHEREAS the LANDLORD-FIRST PARTY become absolute owner of the property and his name is also assessed to municipal tax for part construction over a part of the Schedule "A" land.



Dhirendra Agrawal
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11711/1990
22.06.1988
Smt. Basanti Devi
W/O Late Kameshwar
Prasad Ambastha
Mohalla Khanmirja
P.S. Sultanganj
P.O. Mahendru
Patna
34 = 23

WHEREAS the LANDLORD-FIRST PARTY interested to develop the Schedule "A" land and expressed his desire to develop and was in search of qualified and experienced developer and the 2nd PARTY, a registered Developer, possess long experience and a team of technical experts, agreed and offered its services and expertise for the development of the land.

WHEREAS the DEVELOPER on the terms and condition, mutually, agreed and settled with OWNER has agreed to develop the Schedule "A" property and construct thereon residential-cum-commercial complex as per the plan to be sanctioned by competent Authority i.e. Gaya Municipal Corporation and according to the specification mentioned in Annexure-1 and 2 to this INDENTURE.

(A) It is further represented and declared by the LANDOWNER:-

- (i) That the said property is under his exclusive possession with absolute right, title and Interest, free from all encumbrances, has each and absolute right to transfer the Schedule "A" land or convey the whole or part of the said property, having a fully marketable title thereto CAS



Discrepancy towards
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(ii) That the LAND OWNER has not created any encumbrances on the said property, or any part thereof by way of sale, mortgage, exchange, lease, trust, assessment, rights, gifts, liens, lease and license, permission, rent, possession, charges, inheritance or any other encumbrances whatsoever.

Encumbrance Approval
 10.3.18

(iii) That no notice or notification for acquisition/ requisition under any of the Statutes of the past or presently in force, has been received, served or passed by the any government authorities for Acquisition or Requisition of the said property or any part thereof.

(iv) That there are no attachments, either before or after judgment and there are no claims, demands, suits, decrees, injunctions, orders, notice, petitions, or adjudication orders affecting the said property or any part thereof.

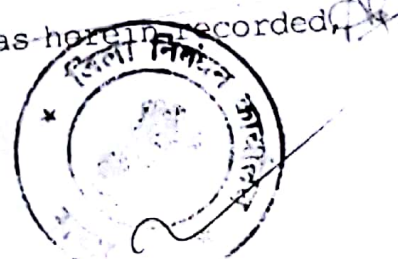
(v) That the land owner has not entered in the past in any agreement for sale or development of the said property or any part thereof nor has made any arrangement with anyone whatsoever regarding the said property or any part thereof.



AND WHEREAS, the LANDOWNER is interested in getting construction of multistoried Building/Apartment on the said property and acquire built up area in the shape of residential/commercial Unit, parking spaces, etc. on the FRONT PORTION of Schedule "A" land as **consideration** for the value of the land of the said property when conveyed by the LAND OWNER to the SECOND PARTY or the person nominated by the SECOND PARTY.

WHEREAS the SECOND PARTY who has expertise in building construction possessing advanced technology, resources and modern equipment for construction either by self or through agency offered to renovate/develop and construct at its own cost, a multistoried, building/apartment residential/commercial building on the said property of the LAND OWNER and the land owner wanted and agreed to acquire Units, and other built-up area of the said building on the FRONT PORTION as consideration for the part of the said property to be conveyed to the SECOND PARTY or its nominee(s) etc.

WHEREAS as a result of the negotiations between the parties hereto and on the representation and declarations made by the LAND OWNER as herein recorded,



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a memo of understanding for development of the said property has been arrived at between the parties hereto upon the terms and conditions hereinafter appearing.

NOW THESE PRESENTS WITNESSETH

1. That the DEVELOPER-SECOND PARTY will develop and construct Commercial-Cum-Residential Complex by investing their personal fund over the said land on proportionate basis which is 75-25 and whatever the Developer will invest in developing the property will be the consideration money of his proportionate 75 % share of the land after completion of the PROJECT.
2. That at the request of the LAND OWNER, the developer offered to develop and construct at its own cost a commercial cum residential Complex, namely "LAXMI NARAYAN DAYA" Apartment (hereinafter referred to as the said Complex) on the said property and the aforesaid LANDOWNER agreed to 25% share in the built up area in the said Complex as



Dhirendra Agarwal.
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consideration for value of the its 25% share as agreed in the land and the project on its completion.

3. That as a result of the negotiations between the parties hereto, the aforesaid LAND OWNER and aforesaid DEVELOPER agreed to develop the property in following share:

a) **Owners Share:** 25 %, both in commercial area and also in Flats.

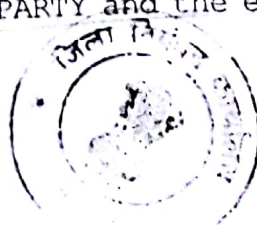
b) **Developer Share:** 75%, both in Commercial area and also in Flats.

4. That the entire area of land given in Schedule-"A" of this DEVELOPMENT AGREEMENT shall be handed over to the SECOND PARTY for construction of a multistoried complex residential/commercial UNIT/ FLAT.

5. That SECOND PARTY will be exclusively responsible for any accident or incident to be caused during the period of construction and he will be responsible and answerable before court of law for the same. The Land Owner will not be responsible for the same in any way.

6. That the entire multistoried building shall be constructed by SECOND PARTY and the entire cost to

Divendra Agrawal.
10.3.18



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be incurred for construction shall be borne by him including the cost of sewerage, drainage with all fittings, amenities, electric fittings, water connection, electrification, generator, lift, intercom etc. till the final finishing and completion of the entire building to make them habitable for the Land Owner and other inmates of the building.

Divendra Agarwal.
10.3.18

7. The name of the proposed multistoried residential building complex shall be "LAXMI NARAYAN DAYA" Apartment or as mutually agreed upon by the parties to this Agreement.
8. That SECOND PARTY agreed to hand over 25 present of the total super-built up area (Front) to the LAND OWNER in consideration of the cost of land and building in shape undivided share with all right, title and interest in the said building for the use and occupation of the LAND OWNER as absolute Owner. All right and absolute title and possession over the same with an exclusive right to transfer, convey, sell grant lease or otherwise alienate their interest to person or persons, association



of person, firm, body corporate etc. as nominated by the DEVELOPER

9. That it is further agreed by the parties that any alteration in the approved building plan within the parameter of the Competent Authority Building Rules and Regulation which may be deemed necessary during or after the sanction of the building plan shall be done by SECOND PARTY In case the entire building is required to demolish or is razed as a result of natural calamity and the building becomes inhabitable, the owner, SECOND PARTY and Purchasers- title holders to the building/units/flats will have proportionate share in land. But no individual title holder is entitled to demolish his/her/their Units or building and deemed share in the land.
10. 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.
11. The Land Owner shall, after the execution of this Development agreement allow every facility to SECOND PARTY, their staff, Engineers, Architects, workers etc. to enter upon the said property to

Dhirendra Aggarwal
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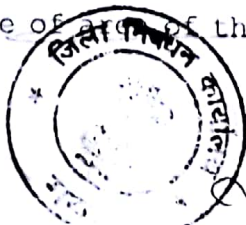
enable the him to carry out various development-works as stipulated in this Agreement

12. That the SECOND PARTY will develop/construct the proposed building with all amenities therein on and thereon and give peaceful vacant possession of the Owner's area to the Owner within **(42 Months)** from the date of sanction of the building plan and delivery of vacant possession of the building.

13. 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 Owner will have the right to inspect the progress and construction of the said building. SECOND PARTY will use the standard materials as specified in Schedule-"B" hereto.

14. That the Land Owner is entitled to verify and supervise the quality of materials to be used for construction of the building.

15. The LAND OWNER shall at no point time demand further sum of premium or any interest in any dealing regarding sale of area of the SECOND PARTY



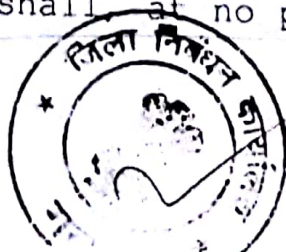
Shivendra Agarwal
10.3.18

and the LAND OWNER shall, if necessary execute all such deeds and documents as may be required by the SECOND PARTY in this regard either as CONFIRMING PARTY or VENDOR.

Divendra Agarwal
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16. That from the date of delivery of possession of Owner's area to the Owner or its allottees and 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 the LAND OWNER in this regard.

17. That the LAND OWNER hereby undertake not to sale, 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 Agreement save and except putting the SECOND PARTY thereon for the purpose of development pursuant to this Agreement. The LAND OWNER shall, at no point of



time after the commencement of development activities on the said property as per the agreement, try to dispossess the SECOND PARTY directly or indirectly from the said property.

18. That the SECOND PARTY shall be entitled to enter into agreement for sale, or otherwise allot UNITS in the area/share of SECOND PARTY in the said building and which does not form part of the Owner's area, whenever required by the SECOND PARTY.
19. That a separate list of detailed specifications for the said building is given in Schedule-"B" which is part of this Development Agreement.
20. That after the Registration of this Development Agreement, the LAND OWNER and SECOND PARTY shall be entitled to Sale or enter into agreement for sale or other agreement or mortgage their shares directly to its prospective buyers or any financial Institutions under their signatures, as Vendor or Confirming party.
21. That after the completion of the construction of the building project SECOND PARTY shall be absolute owner of his respective share and they will be

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entitled to sale/transfer in accordance with law and the LAND OWNER will sign as confirming party as and where required under the law and opinion of the legal experts or as required by the financial institution for making available financial assistance to prospective purchaser(s).

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10.3.18

SECOND PARTY FURTHER UNDERTAKES:-

1. He will not do any act of commission, omission, expressly or impliedly, directly or indirectly by which the Owner's right, title and interest over the said property may, in any manner be adversely affected the project until the SECOND PARTY has given delivery of possession of the proportionate area of the Owner.
2. To indemnify the LAND OWNER 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 in or upon the said property and during



the period of construction of the said building thereon.

3. The Owner 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 the Owner agree 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.
4. 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 Owners/s of any part of the said building will have any exclusive right, title and interest over the

Shivendra Agarwal.

10.3.18



common areas and common facilities except the right of common use.

5. The LAND OWNER agree that in case any fine or penalty/fee/fine to be imposed on the said building for any alleged deviation from the sanctioned plan, resulting in any excess construction of the super built-up area of change within the bye-laws then the same shall be borne and paid by the SECOND PARTY.

6. That the Owners agree and undertake that in case of any dispute or 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 though the LAND 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 Owner's and the Owner shall keep the SECOND PARTY indemnified and development activities shall be free from all hindrances(s) so that the project may be completed in time.



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10.3.18

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10.3.18

That in case of any dispute or differences between the parties arising out of relating to this 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 as amended from time to time at Gaya:

1. That only courts of Gaya shall have the exclusive jurisdiction over all the matters of dispute arising in respect of and from this agreement.

Schedule "A" the said property

All the piece and parcel of the land as measuring an area of 29.68 Decimal equal to 09 Kattha 10 dhoor equal to 12929 Sq.ft. situated at Mohalla Anugrahपुरi Colony, P.S. Rampur, town and District Gaya, Bihar, Ward No. 9 old, Survey Ward no 26, Present ward no 32, Gaya Unnayan Nyash plot no 197, under Gaya Municipal corporation, circle office Chandauti Nagar Anchal Gaya.

<u>Hold.No</u>	<u>Plot No.</u>	<u>Municipal Plot No.</u>	<u>Area</u>
587(new)	2268 New	5169 & 5116 & 5118	29.68 Decimal

KHATA
NOT FINAL



Boundary:-North:- Part of Plot No.198South:- Plot No.194East:-Gaya College, Gaya.West:- Road No. 1 A.P.Colony.Gaya.

The Government value in Ward no 32 Mohall
Anugrahpuri Coloney, Commercial Main Road- Rs.
6,44,40,000/- (Six Crore Forty Four Lacs and forty
thousand) only

Schedule-B

General Specification

1. Foundation : As per designs of Structure
consultant providing
earthquake resistance R.C.C.
2. Plinth : Bricks work over R.C.C.
3. Super structure : R.C.C. Structure
4. Civil Work : First Class bricks work in
cement and mortar R.C.C.
structure with 10" thick
external bricks wall and 5"
internal partition wall 10"
thick used bearing wall in
cement motor as per the
design.
5. Wall Finish : All wall and ceiling
internally cement plaster



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with thee externally expose
bricks work plaster be
painted with snowcap
considering

6. Door Frame : Wood Chaukhat
7. Window : Gully glazed steel and shutter
with glass and steel panel
with suitable mild steel
grill.
8. Kitchen : Working platform of Granite
top with stainless steel
sink, with glazed tiles upto
2'5" height from working
platform.
9. Toilets : White Glazed Tiles up
to 3'-00"
10. Flooring : Cut Marble
11. Electrical : All internal wiring in Copper
conductor using concede PVC
conductors, Power plug
intoilet motor bed both
kitchen and stall as well as
T.V. phone Point
12. Water supply: 24 HOURS WATER SUPPLY



- 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 glazed vitreous sanitary where standard with PVC system.

Shivendra Agarwal
10.3.18

SCHEDULE-C

Owners allocation

The part of 25% of the total super built up area in West front side of New building known as "LAXMI NARAYAN DAYA" Apartment consisting of the car parking.

SCHEDULE-D

Developers Allocations

After selling the area/built up portion in the new building of West side, the owners Allocation as details Schedule-'C' above the rest 75% Super Built-Up area will be retained by the Developer 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

Shirendra Agarwal
10.3.18

Signature of Developers

SRI VISHNU BUILDCON PVT. LTD.

Dr. Chaturasia
Managing Director
10.3.18

WITNESS:-

1.

P

2. *Dr. Chaturasia*

10/3/18



Drafted by: *Md. Zamir Khan*

L. No. 1070/90

Dated:- 10.3.18

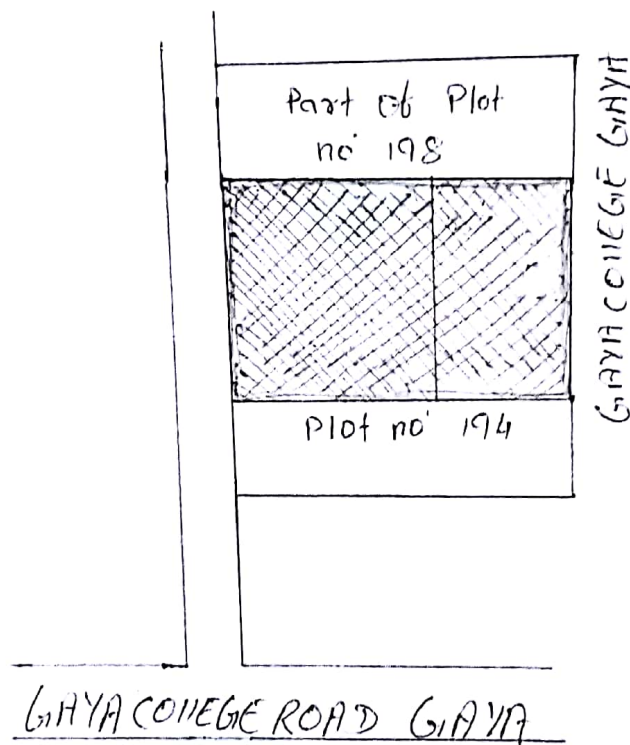
Mukesh Kumar Singh
L.No-195102
Dated on-10-03-2018

Shirendra Agarwal
10.3.18

SITUATED AT MAUZ-H-ANUGRAHPUR COLONY, P.S. RAMPUR
TOWN AND DISTRICT GAYA, BIHAR WARD NO. 7 OLD
SURVEY WARD NO. 26 PRESENT WARD NO. 32. GAYA
UNNAYAN NYASH PLOT NO. 197, UNDER GAYA MUNICI-
PAL CORPORATION GAYA, CHANDPOO NAGAR ANCHAL GAYA
HOLDING NO. 587 (NEW), PLOT NO. 2268 (NEW), MUNICIPAL
PLOT NO. 5169 & 5116 & 5115. AREA 29.65 DECHAIL

OWNER
DEVELOPER

DHIRENDRA AGARWAL
RAVI CHAURASTHA



SIGN. OF DEVELOPER

BRI VISHNU BUILDCON PVT LTD

Managing Director

10.8.18

