Serial No. 3713 Book No. :- 1 Deed No. 3568



बिहार BIHAR 910534

Serial No. 3713 Deed No. 3568

बिहार सरकार
जिला निबंधन कार्यालय, गया

पृष्ठांकन का सारांश

दिनांक **14/03/2015** को **Tribhuwan Pratap Singh** द्वारा यह दस्तावेज निबंधन हेतु उपस्थापित किया गया । इसमे रू0 **183800** मुद्रांक शुल्क एवं रू0 **20300** निबंधन तथा अन्य शुल्क का भुगतान किया गया । दस्तावेज ग्राह्य पाया गया । जिन ले ख्यकारियों ने मेरे समक्ष इसका निष्पादन स्वीकार किया उनके तथा उनके पहचानकर्ता के नाम, फोटो, अंगुलियों के निशान एवं हस्ता क्षर पीछे अंकित हैं। इसे दस्तावेज सं0 **3568** के रूप में पुस्तक सं0 **1** की जिल्द सं0 **51** के पृष्ठ सं0 **536** से **546** तक **CD 8** में आज निबंधित एवं कुल **11** पृष्ठों में संधारित किया गया ।

सुकुमार झा
निबंधन पदाधिकारी

दिनांक– **14/03/2015** टोकन नं. 3813 / 2015

DEVELOPER'S AGREEMENT

THIS AGREEMENT is made this day of ....14-03-.... 2015

BETWEEN

- Sri Tribhuwan Pratap singh aged about 46 years (2) Navin kumar singh aged about 40 years both sons of Late Ganesh Prasad singh both resident of Mohalla- Housing Board Colony, MIG- 10, P.S- Rampur, Town & District- Gaya (bihar) herein after referred to as the OWNER (which expression shall unless it be repugnant to the context or meaning thereto men and

District Registry Office,Gaya

Token Number 3813 | Reg. Year 2015 | Serial Number 3713 | Deed Number 3568

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Anupam Kumar Singh (Director)						
Sig. अनुपम कुमार सिंह 14/03/2015							
Claimant	Vishwakarma Sai Construction P Ltd.						
Sig.		N/A	N/A	N/A	N/A	N/A	N/A
Executant	Navin Kumar Singh						
Sig. नवीन कुमार सिंह 14/3/15							
Identified By	Niraj Kumar						
Sig. निरज कुमार पिता श्री विनोद कुमार सिंह 14/03/2015							
Presented By	Tribhuwan Pratap Singh						
Sig. त्रिभुवन प्रताप सिंह 14/3/15							
Executant	Tribhuwan Pratap Singh						
Sig. त्रिभुवन प्रताप सिंह 14/3/15							



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include its administrators, legal representative, heirs assignee and or successors in interest of FIRST PART. PAN- AIFPS8451C, AIFPS6198E

AND

M/S Vishwakarma Sai Construction Private Ltd. registered under Companies Act 1956, having its registered office at Chhotki Nawada PAN-**AAECV4868L** through its Director Anupam Kumar Singh aged about 29 years, S/o Dilkishore Singh R/o Mohalla Nai Godown Maharani Road, P.S Kotwali, Distt Gaya authorized by Board Regulation dated .....

Which term and expressions shall unless excluded by or repugnant to the context shall be deemed to include his heirs, executors, successors in office, representatives, administrators and assigns of the SECOND PART/the DEVELOPER,

WHEREAS the DEVELOPER has vast knowledge and experience in developing lands and constructing Multi storied building and Flats.

AND WHEREAS the OWNER/ FIRST PART is absolutely seized and possessed of a piece of land measuring 10663 sq. feet of lands bearing khata no- 158 Survey plot no- 475, Ward no- 29 situated at Veer Kunwar Singh Colony, P.S-Magadh medical College Town & District- Gaya and more particularly described in schedule- hereunder.

AND WHEREAS the OWNER intended to het constructed a Multi storied building at the said land and approached the DEVELOPER for the purpose.

AND WHEREAS the DEVELOPER has agreed to develop the said land and to construct a Multi storied building with apartments or flats system with the object of selling such apartments of flats.

NOW THESE PRESENTS WITNESSTH 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.

2) The developer hereby agrees and undertakes to obtain necessary sanctions and permission for construction a Multistoried building on the said land.

3) In consideration of the OWNER having agreed to entrust to the DEVELPER the development of the land and construction of the said Multi storied building at the said land and in connection therewith, authorizing the

DEVELOPER to exercise all the rights, power, privilege and benefits of the OWNER and, the DEVELOPER agree to give 45% towards conversion of the total constructed area of the Multi-storied apartments.

4) THE DEVELOPER hereby agree to pay the OWNER A SUM OF Rs.30,00,000/ (rupees Thirty lakhs only) as security money on execution of these presents through A/C payee cheque /s in the name of OWNER/S which will refundable or adjustable at the time of completion of the project and handed over the share of the Owner,(at rate of 2500/sqft), As per preveling rate at that time

5) The OWNER has handed over the said land to the DEVELOPER and hereby authorized the DEVELOPER to starts his work for the purpose of development and construction.

6) The development of the said land and construction of Multi- stored buildings ,commercial cum residential building/flats/houses etc thereon would be according to plan to be sanctioned, if any deviation or otherwise work will found the DEVELOPER will only liable for the same.

7) The development of the said land and construction of the said Multi storied building would be at the sole risk and expenses of the DEVELOPER.

8) The OWNER hereby authorized the DEVELOPER to submit the building plans to the appropriate authority/ ies in the name of the OWNER or obtain any other permission, approvals by his or there sign for the purpose of development approval/ sanction shall be borne by the DEVELOPER

9) The OWNER hereby gives permission to DEVELOPER to enter upon the said land for the purpose of development, demolition of the existing structures and construction of the Multi storied building subject of payment of security money as mentioned herein above.

10) The OWNER agrees to execute the necessary power of Attorney authorizing the DEVELOPER to do all such acts and things that are necessary for the development of the said land, to obtaining necessary permission from the authority/ ies in the name of the OWNER.

11) The OWNER shall not object to any construction or laying of sewerage, drainage, water pipes, cables of other provisions made in accordance with the law and scheme of construction of the said Multi storied building.

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VishwakarmaSaiConstructionPvt.Ltd.

12) The OWNER and/or its nominee (s) shall solely and exclusively be entitled to hold and possess the Developers area

i.e.all the areas except 45% of the entire Multi storied building, as decided by the parties in each storied (More particularly described in separate MOU after preparing sanction map/plan and they shall have absolute, right,

title and interest over the said area and they shall be fully entitled to transfer, convey grant, otherwise their interest in any manner as deem fit by them to any person, firm, body corporate, co-operative government agency etc. on

such terms and conditions as may be decided by the DEVELOPER or his successors in interest individually or collectively.

13) That it is herby expressly agreed that the agreement is irrevocable and the OWNER is now only concern with the agreed share i.e. 45% of the flats in each storied as generally specified in sanctioned plan.

14) The OWNER hereby given possession of the said land as described in schedule- I and the DEVELOPER shall be free to do all acts, deeds and things required to development and construction of the Multi stories building over the said land at his OWN cost and expenses.

15) the OWNER hereby irrevocably undertakes not to sell, disposed of alive charges, and cause encumbrance, lease of otherwise transfer the said property or any part thereof during of this agreement save & except there Allotted share i.e. 45% flats of the apartment as mentioned in MOU drawn after preparation of sanction plan, The OWNER further undertake no to do any act or things which shall cause the breach of this agreement during the currency of the agreement.

16) The DEVELOPER shall be solely entitled to enter into agreement of sale or otherwise in respect of allotted flats to any persons except the share/ flats of the OWNER and for that the OWNER have NO OBJECTION. The DEVELOPER shall be exclusively be entitled to realize all amounts receivable under such agreement/ sale deeds of allotment etc, for development and construction of the said multi storied building.

17) The OWNER shall no concern with the profit of the DEVELOPER. He is only concerned with the agreed conversion part of 45% of the total constructed area of the Multi- storied apartments.

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18) The OWNER shall deliver to the DEVELOPER and/or their duly authorized person or persons of their advocate all papers, documents and deeds relating to the property for examine the correctness of the title etc. and to give answer regarding the title of the property mentioned in schedule- I of this agreement, made, by the DEVELOPER and/ or there authorized person/ persons and or advocate.

19) The OWNER assured the DEVELOPER that there is no defect of title or any liability of encumbrance upon the property Mentioned hereunder in schedule and that in case of any defect of title of ownership or any liability of encumbrance will found in that case OWNER will fully liable to compensate the DEVELOPER all expenses or cost incurred by the DEVELOPER.

20) The OWNER agreed to sign and execute all necessary documents, deed and papers as per need of the DEVELOPER in connection with development and construction of Multi storied building.

21) The DEVELOPER shall complete the development work within 30 months from the date of possession of the property, with a a grace period of 6 months. It case of any delay (which has occurred because of any reasons other than natural calamity, delay in providing relevant documents of possession by the owner, or any unforeseen reason beyond control), the DEVELOPER shall pay penalty or Rs. 10,000/- per month to the OWNER.

22) The Owner shall be indemnified form any action, fines, penalties or costs and expenses for any violation fo statutory provisions in relation to the said development and construction by the DEVELOPER.

23) The DEVELOPER shall construct the building as per approval and standard norms and prescribed by concerned authorities in this regard. The detail of building materials and construction, service and amenities, shall be as per Schedule II, hereunder.

24) That the second party shall form, as it deem fit and proper, a co-operative society/housing society/ association of persons/body corporate for the persons owning flats/ tenements in the said building and all member of it shall be bound by its rules and regulations framed by the first and second party for the benefit and maintain of the flats and as applicable to the apartment laws.

25) That in case the Government/ authority make changes in norms/ rule and allows any additional construction on and above the proposed/ constructed Apartment on the said land, the ration of conversion between the Owner and the Developer shall remain same, Also if the Developer shows inability to do the development work that time, the Owner shall be free to choose other alternatives suitable to him or the purpose.

26) That the second party, i.e; the developer, shall be fully entitled to enter into an agreement for sale or otherwise allotted flats/shops/parking space and other tenements consist and comprised of in the developers area in the said building and the second party shall also be entitled to receive all sums or premiums from other person or persons agreed for sale or otherwise and in this regards the first party shall not demand any share or profit out of the profit incurred by the developer area.

27) Any dispute of differences between the parties arising out of the meaning construction or import of this agreement or their rights and liabilities hereunder shall be adjudicated by reference to the arbitration of two independent arbitrators one to be appointed by each party who shall appoint an umpire at the commencement of the reference and the Award of the arbitrators or Umpire shall be final and conclusive on the subject as between the parties and this clause shall be deemed to be submission within the meaning of Arbitration and conciliation Act, 1996 and its statutory modification or re-enactment thereof in force from time to time,

IN WITNESS WHEREOF the parties herein have signed, sealed and delivered these presents on the day, month and year first above written.

SCHEDULE- I

All the piece and parcel of the land measuring an area 10663 Sq . Ft. or 24 ½ decimals more or less under khata no- 158; plot no-475, Ward no- situated at Mohalla P.S.- M.M.C.H in

Town & District- Gaya (bihar)

NORTH- **sangeetadevi and shalini singh**
SOUTH- **Ramdahin singh and other**
EAST- **Jagdeo singh and other**
WEST- Road

SCHEDULE-II Mohalla-Kaler (Veer Kunwar Singh Colony) Area-10663sqft. or 24½ dismal

Land Value-91,90,000/- Commercial Area

SCHEDULE-III

SERVICE AND AMENITIES

ELECTRICITY: Electric supply for the building shall be taken from Bihar state Electric board and all flats will have provision of separate individual Meter/ connection as per rule.

GENERATOR: A stand by generator of suitable capacity shall be provided to run the water supply and lighting of common Area (Emergency power supply to individual flats, if wanted), to be maintained along with other common facilities like security, etc by a stipulated monthly contribution by members(Flat owners) through a Resident welfare society for the above apartment.

GARBAGE DISPOSAL: Garbage chamber or for non-visible cargo disposal.

SEWARAGE: Suitable arrangements for rain and waste water disposal shall be provided as per the design of the consultant. Soil water disposal shall be through common septic tank as per site condition and the design of the consultants.

T.V. One T.V. point shall be provided in each flat.

TELEPHONE: One Telephone (not telephone connection) point shall be provided in each of the flat.

WATER SUPPLY: Provision for twenty four hours water supply form deep tube well Boring and / or Municipal supply.

FOUNDATION: As per the design of structural consultants.

PLINTH: Brick work over R.C.C (1:1.5:3) framed structure with partition wall of brick work in cement mortar.(1:4)

ROOF SLAB: R.C.C. Roofing slab.

ELECTRIC WIRING: Concealed wiring using Copper conductor with good quality electrical accessories including proper earthing. The Builders will not provide fans, Bulbs, Tubes etc.

EXTERIOR FINISHING: Depends on latest development in finishing materials and the market at the time of its implementation.



INTERIOR FINISHING: Internal walls of bedrooms with white cement primer over POP finish.

DOOR: Interior Door frames of treated hardwood, factory built or site manufacture panel door/ decorative flush door shutter with locking arrangements and will be painted on by a coat of primer.

WINDOW: Double shutter with semi- glazed wooden panel and mosquito net wooden panel.

FLOORING: Marble flooring/Sparking Marble/ chips mosaic in flooring in all covered areas.

TOILETS: White glazed vitreous sanitary wares (Indian/ European of Hindware or equivalent quality)

W.C.: With flushing cistern.Dado up to 5.0 " height in glazed tiles/marble/ mosaic.

KITCHEN: Thick marble top with marble sink of the same color/stainless steel, white glazed titles dado up to 2.0 height above working to only.

ELEVATOR: capacity of five person elevator machine of high quality(e.g Kone, Hi-tech)

Signed, Sealed and delivered by OWNER

त्रिभुवन प्रताप सिंह 14/3/15

नवीन कुमार सिंह 14/3/15

WITNESSES निरज कु० पिता श्री विनोद कुमार सिंह
महल्ला - शिवपुरी कोलोनी रोड नं० 2
नाना - रामपुर जिला - गया
14/03/2015 आधार कार्ड 4413 57336037

Signed, Sealed and delivered by DEVELOPER

MishwakarmaSaiConstructionPvt.Ltd.

Anupam Singh

WITNESSES

गवाह दीपक सीट
पीता रू० देवेन्द्र सिंह
महारानी रोड नई रोड
थाना कोतवाली
जिला गया
14/03/15

प्रारूप कर्ता
रामजी प्रसाद सिंह
वकील नवीनगर
लाल० 202/02
014/03/2015

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त्रिभुवन प्रताप सिंह
14/3/15

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. 183800/-	Amt.Paid By N.J Stamp Paper	Rs. 5000/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 199100/-

Registration Fee

FEE PAID

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	E	20000	J1	0	K2	0	Na	0
B	0	H1a	0	J2	0	Li	0		

TOTAL- 20000

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 20300

LLR + Proc Fee		Service Charge
LLR	0	300
Proc.Fee	0	
Total	0	

Date: 14/03/2015

Registering Officer
Gaya

Endorsement under section 52

Presented for registration at Registration Office, Gaya Sadar on Saturday, 14th March 2015 by Tribhuwan Pratap Singh Late Ganesh Prasad Singh by profession Agriculture. Status - Executant

त्रिभुवन प्रताप सिंह
14/3/15

Signature/L.T.I. of Presentant **Date:14/03/2015**

Registering Officer
Gaya Sadar

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Niraj Kumar' age '33' Sex 'M', 'Binod Kumar Singh', resident of 'R/O-Shivpuri Colony Road No.2, Ps-Rampur, Gaya'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 14/03/2015

Registering Officer
Gaya

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Gaya Sadar in Book 1 Volume No. 51 on pages on 536 -546 , for the year 2015 and stored in CD volume No. CD-8 year 2015 .The document no. is printed on the Front Page of the document.

Date : 14/03/2015

Registering Officer
Gaya

Token No. : 3813 **Year : 2015** **S.No. : 3713** **SCORE Ver.3.0** **Deed No . : 3568**

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