
Alminar Masjid
अल्मिनर मस्जिद
Bank of Baroda
बैंक ऑफ बड़ौदा
PURANI GODAAM
पुरानी गोदाम
Prem Talkies
प्रेम टॉकीज
Kiran Cinema
किरण सिनेमा
Of India
सेंट्रल बैंक ऑफ इंडिया
KAREEM GANJ
करीम गंज
RAILWAY COLONY
रेलवे कॉलोनी
MILLAT COLONY
मिल्लत कॉलोनी
SHANTI BAGH
शांति बाग
SAKET PURI
साकेत पुरी
Anand Cinema
आनंद सिनेमा
Head Post Office
डाक घर
Gayajipurohit
Gaya Collectorate
गया कलेक्ट्रेट
Gaya
गया
Big Bazaar
बिग बाजार
Mirza Ghalib College Gaya
मिर्जा गालिब कॉलेज गया
Gandhi Maidan
गांधी मैदान
BISAR TALAB
बीसर तालाब
Sitla Mandir
WHITE HOUSE KOTHI
वाइट हाउस कोठी
GB Rd
Recording Studio
सोना रिकॉर्डिंग स्टूडियो
Brinda Residency - A Premium...
DM Kothi
जिलाधिकारी आवास
Town School Playground
Hanuman Mandir
हनुमान मंदिर
Shiv Hospital
शिव हॉस्पिटल
HILL VIEW COMPOUND
हिल व्यू कंपाउंड
Kali Bari
काली बारी
Kirani Ghat
किरनी घाट
Munni Masjid
मुन्नी मस्जिद
RAM NAGAR COLONY
राम नगर कॉलोनी
A P COLONY
AP कॉलोनी
Durga Mandir
दुर्गा मंदिर
Punjab National Bank
Punjab National Bank
पंजाब नेशनल बैंक
Sherghati - Cherki - Gaya Rd
GEWALBIGHA
गेवालबिघा
Cholera Hospital
चोलेरा हॉस्पिटल
Chand Chaura Post Office
चंद चौरा डाकघर
SHASTRI NAGAR
शास्त्री नगर
Khel Parisar
Pind Daan Gaya
पिंड दान गया श्राद्ध
GODAWARI
गोदावरी
AMBEDKAR NAGAR
अंबेडकर नगर
Vishnupad Mandir
विष्णुपद मंदिर
JAIL AREA
जेल एरिया
Sita Ram Temple Gaya
सीता राम टेम्पल गया
Nagkut Hill
Bhusunda Shiv Stup Of Bl
Phalgu नदी
22

Serial No. 18541 (Munc.Corp.) Circle:-:Gaya Book No. :- 1 Deed No. 17817

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु.5000 पाँच हजार रुपये

Rs.5000 FIVE THOUSAND RUPEES

सत्यमेव जयते INDIA

बिहार BIHAR

A 402219

Serial No. 18541 Deed No. 17817

बिहार सरकार

जिला निबंधन कार्यालय, गया

पृष्ठांकन का सारांश

दिनांक **21/12/2016** को **Kamlesh Pd. Singh (P.O.A.)** द्वारा यह दस्तावेज निबंधन हेतु उपस्थापित किया गया । इसमे रू0 **1349800** मुद्रांक शुल्क एवं रू0 **41000** 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 **17817** के रूप में पुस्तक सं0 **1** की जिल्द सं0 **259** के पृष्ठ सं0 **334** से **358** तक **CD 40** में आज निबंधित एवं कुल **25** पृष्ठों में संधारित किया गया ।

सुकुमार झा
निबंधन पदाधिकारी

दिनांक– **21/12/2016** टोकन नं. **19102 / 2016**

निबंधन कार्यालय गया

**DEVELOPMENT AGREEMENT.**

THIS DEVELOPMENT AGREEMENT entered into at Gaya this13th day of December 2016 (Two thousand sixteen)

**IN BETWEEN**

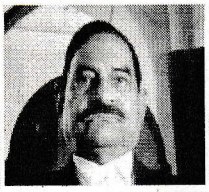
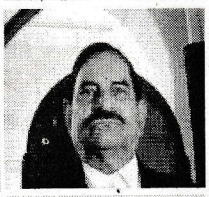
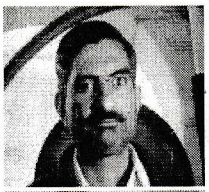
**Sri Kamlesh Prasad Singh** aged about 74 years

Executed Development Agreement on behalf of Kavita Kumari per measuring Area. 10 Katha 5 Dhur Homestead land. Kamlesh Pal Singh. 13/12/2016

BRINDA RESIDENCY PVT. LTD. Director 13.12.2016

# District Registry Office,Gaya

Token Number 19102 | Reg. Year 2016 | Serial Number 18541 | Deed Number 17817

| PresType | Name | Photo | Thumb | Index | Middle | Ring | Little |
|---|---|---|---|---|---|---|---|
| Claimant | Brijkishor Mishra (Direcoter) |  |  |  |  |  |  |
| Sig. Brij Kishor Mishra 21.12.2016 | | | | | | | |
| Presented By | Kamlesh Pd. Singh (P.O.A.) |  |  |  |  |  |  |
| Sig. Kamlesh Pd Singh. 21/12/2016 | | | | | | | |
| Executant | Kamlesh Pd. Singh (P.O.A.) |  |  |  |  |  |  |
| Sig. Kamlesh Pd Singh 21/12/2016 | | | | | | | |
| Executant | Kavita Kumari | N/A | N/A | N/A | N/A | N/A | N/A |
| Sig. | | | | | | | |
| Executant | Suraj Prakash |  |  |  |  |  |  |
| Sig. Suraj Prakash 21/12/16 | | | | | | | |
| Identified By | Purander Sawarnya |  |  | | | | |
| Sig. Purander Sawarnya S/O Sri Ramashray Prasad Singh 21.12.16 | | | | | | | |

Kamlesh Pd Singh
13/12/2016

21/12/2016

S/o Late Akhileshwar Prasad Singh r/o Mouza Badgaon, P.S. Konch Dist. Gaya (Bihar) at present Mohalla West Church Road, P.S. Rampur, Town/Distt. Gaya (Bihar) being the attorney of his daughter **Smt. Kavita Kumari** aged about 48 years w/o Sri Rajeev Krishna Kant Sharma r/o Village Mow, P.S. Tekari Dist. Gaya, thereafter at Gayetri Kripa Park, Ajwa Road Baroda (Gujarat) presently residing at B-22 First Floor South City II, Sohna Road Gurgaon ( Hariyana) 122018 appointed under registered General Power of Attorney bearing deed No. **106** dated **14.12.1996** , Book No. 4, Volumn No.1, Page No. 61 to 67 preparation dated 01.01.1998, registered at registration office Gaya.
2. **Sri Suraj Prakash** aged about 39 years S/o **Sri Kamlesh Prasad Singh** r/o Mouza Badgaon, P.S. Konch Dist. Gaya (Bihar) at present Mohalla West Church Road, P.S. Rampur, Town/Distt. Gaya (Bihar) Occupation Business Indian citizen (hereinafter referred to as the **"LAND OWNERS"** (which term or expression shall unless excluded by or repugnant to the subject or the context be deemed to include their heirs, executors, administrators, representatives and assigns) of the **FIRST PART.**

Kamlesh Pd Singh 13/12/2016

**AND**

**Brinda Residency Private Limited Kautilayapuri Gaya** PAN **AAGCB 6761L** through its Director **Sri Brijkishor Mishra** aged about 55 years S/o Late Hare Ram Mishra r/o Mohalla Opposite S.S.P. Residence P.S. Rampur, Town/District Gaya Occupation Business Indian citizen **Developer** (which term or expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns of the **SECOND PART**.

BRINDA RESIDENCY PVT. LTD. Brij kishor mishra Director 13-12-2016

A. **WHEREAS** the Land Owners jointly siezed and possessed the land an area measuring **10 Katha 5 dhoor** by measurement **13900 Sq. ft.** situated at Mohalla **Gaiwal Bigha West Church Road Gaya** P.S. Civil Line now Rampur, Anchal Chandauti, Town/District Gaya under Ward No. 9 (old) Survey Ward No.26 Present Valuation Ward No. 32, Municipal Survey Plot No. **14681** (old) **1691 Ka, Kha** (new) Holding No.**1662A** thereafter **83** at present **99.**

Executed Deed/Agreement For Measuring Area 10 Katha 5 Dhur Home stead Land Suraj Prakash 13/12/16

AND WHEREAS the homestead land and premises total measuring area 36 Katha equivalent to 1 acres 12½ decimals had been purchased by the grand mother of land owhers namely Smt. Lulu Kunwar now deceased wife of Akhileshwar Prasad Singh r/o Mouza Badgaon P.S. Konch Dist. Gaya under three registered deed

of sale bearing deed no. **74** dated 13.12.1940 Book No.1 Volume No.9 Page No.110 to 120 preparation date 06.01.1941 executed by vendors Masomat Sitara Begam and others, further second sale deed no. **4936** dated 08.04.1941, Book No.1 Volume No.50 Page No210 to 222 preparation date 29.07.1941 executed by the vendors Md. Syed Anwar Yusuf, Barristar of Law & others and third sale deed no. **4937** dated 25.04.1941 Book No.1 Volume No 53 Page No.110 to 124 preparation date 29.07.1941 executed by the vendors Syed Anis Yusuf & others all the deeds registered at registration office Gaya and thereafter said Lulu Kunwar acquired legal right title in respect to said purchased land and came in possession thereof and the name of said Lulu Kunwar dully been mutated in Gaya Nagar Nigam as well Nagar Anchal Chandauti Gaya.

AND WHEREAS Lulu Kunwar being the rightful legal owner in legal possession over her purchased land out of which detailed under schedule-II to this deed had gifted to her then minor grand son namely Suraj Prakash and then minor grand daughter namely Kavita Kumari under the natural guardianship of their father Sri Kamlesh Prasad Singh through registered deed of gift bearing Deed No. **5507** dated 07.04.1986 registered in Book No. 1 Volume No 59 Page No. 510 to 514 preparation date 16.05.1986 registered at registration office Gaya and thereafter the land owners named stated above acquired legal right title and came in legal possession over the said land and the name of the land owners being the donees under the said deed of gift have duly been mutated in Nagar Anchal Office Chandauti Gaya as well Municipal Corporation Gaya vide Mutation case No. 429/2000 and since thereafter regular govt. rent as well Municipal tax paid by the land owners stated above and regular rent receipt been issued in favour of land owners and during the Municipal Survey Operation Draft Khatiyan in respect to land stated above published in the name of land owners as Khata No. 2120.

AND WHEREAS the land owners desirous to Develop the said land which comprises of the said total area of land with old and dilapidated brick built shop/building which detailed under Schedule-II of this indenture to construct a multistoried commercial/residential building over the said land and premises and for the said purpose the Developer negotiate with the land owners and the parties here to have discussed and it has been agreed and decided that the Developer shall

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develop and make construction a multistoried residential/commercial building at the said land at its own costs and expenses.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY RECORDED THAT THE PARTIES HERETO HAVE AGREED TO AS FOLLOWS**

**ARTICLE-1 : DEFINITION.**

In these presents unless there is something repugnant to or inconsistent with the context:

I. **TITLE DEEDS** shall mean all the deeds, documents, etc. concerning the property, the detail of which is given below in the **First Schedule** of this Deed of Agreement.

II. **LAND** shall mean an identified, land measuring area **10 katha 5 dhoor** by measurement **13900 Sq. ft.** which is hereinafter referred to as said premises lying situated at Mohalla Gaiwal Bigha, West Church Road P.S. Civil Line now Rampur, Anchal Chandauti Town/ Distt. Gaya the detail of which is given below in the **second schedule** of this Deed of Agreement.

III. **LAND OWNERS** the land owners shall mean **Sri Suraj Prakash and Smt. Kavita Kumari** above named include their respective legal heirs, successors, executors, administrators, legal representative and assignee.

IV. **DEVELOPER** the Developers shall mean **M/S BRINDA RESIDENCY PRIVATE LIMITED** above named and its Director **Sri Brijkishore Mishra** and his administrator, legal representative and/or permitted assignee or successor in interest.

V. **BUILDING** shall mean the proposed building, the open spaces and other structures to be built, erected and constructed at the said premises containing several independent and self contained flats, commercial spaces and car parking spaces, basement and other

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constructed spaces and open or covered areas intended to be constructed on the said premises in accordance with the building plan to be sanctioned by the Gaya Municipal Corporation as described in the **Third Schedule** hereunder written

VI. **COMMON FACILITIES AND AMENITIES** shall include the corridors, lifts, stairways, passageways, drive ways; common lavatories pump house, overhead water tank water pump and motor Generator and other facilities required for the establishment. Location, enjoyment, provisions, maintenance and/or management of the building as mentioned in the second Schedule hereunder written.

VII. **SALEABLE SPACE** shall mean all the open and covered spaces in the building capable of being transferred for exclusive use of the purchaser there of after making due provision for

VIII. **OWNER'S ALLOCATIO**N shall mean proportionate 50/% (Fifty percent) of the total space (Built up area) in the building to be constructed at the said premises including the proportionate share in the land and in the common facilities, areas and amenities and the roof.

IX **DEVELOPER'S ALLOCATION** shall mean the remaining 50% (Fifty percent) of the total space (Built up area) in the building to be constructed at the said premises after allocation to the Owner's allocation as mentioned above including proportionate undivided share in the common facilities areas and amenities and the roof.

X. **ARCHITECT** shall mean such person or persons who may be appointed by the Developer from time to time as Architect of the building on the said premises.

XI **BUILDING PLAN** Shall mean such plan to be prepared with approval of the Owner, by the Architect for the construction of the building to be sanctioned by the Gaya Municipal Corporation in respect of the said premises.

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2. The said land is free from all encumbrances, Charges, Liens lispendence, attachment, Trust, acquisitions whatsoever or however.

## ARTICLE-IV : DEVELOPMENT RIGHT.

1. The Land Owners grants subject to what has been herein provided exclusive right to the Developer to build upon and to exploit commercially the said premises and to construct a new multi-storeyed building thereon in accordance with the plan or plans to be sanctioned by the **Gaya Municipal Corporation** with or without any amendment/modification there to made or caused to be made by the parties here to.
2. All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer in the name and on behalf of the Land Owners at the Developer's cost and the Developer shall pay and bear all fees including Architect's fees charges and expenses required to be paid of deposited for exploitation or the said premises.
3. Nothing in these presents shall be construed as a demise of assignment or conveyance in law by the Land Owners of the said premises or any part there to the Developer or as creating any right, title or interest in respect thereof to the Developer other than an exclusive license to the Developer for the purpose of development of the said premises in terms hereto and other than to deal with Developer's allocation after providing the Land Owners with the Land Owner's Allocation.

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XII **TRANSFER** with its grammatical variations shall include transfer by possession and by way of other means adopted for effecting what is understood as a transfer in multi-storeyed building to purchaser there of as per law.

XIII **TRANSFEREE** shall mean a person, firm limited company, and association of person to whom any saleable space in the building would be transferred.

XIV **SPECIFICATION** shall near the specification as mentioned in the second schedule hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

XV **UNIT OR FLAT** shall mean all the residential apartments/ commercial space and/or other space or spaces or Units capable of being independently purchased held and enjoyed by the prospective buyer which are to be built and constructed by the Developer according to the building plan sanctioned by the Gaya MUNICIPAL CORPORATION.

XVI. **Name of the project/ building will be** "**SAUDAGAR SINGH & BRINDA RESIDENCY COMPLEX**".

XVII Words importing singular shall include plural and vice-versa.

**ARTICLE-II : COMMENCMENT**

Agreement shall be deemed to have commence on and with effect from **13 th day of December two thousand sixteen**.

**ARTICLE-III : OWNER'S REPRESENTATIONS.**

1- The Land Owners are absolutely seized and possessed of land or well and sufficiently entitled to the said premises, as described in the Second Schedule below.

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## ARTICLE-V : POSSESSION& CONSTRUCTION

Upon possession being taken the said premises would be held by the Developer and/or on behalf of and in trust for the Land Owners for the purpose of carrying out the construction in terms of this Agreement.

a. Till such time the Land Owner's allocation is constructed and made over by the Developer to the Land Owners, the Developer shall hold the entire constructed area for and/or on behalf of and in trust for the Land Owners and shall not in any way deal with, dispose of encumber or part with possession thereof to any third party or parties save and except entering into agreements for sale with prospective purchaser in respect of Units forming part of the Developer's Allocation.

b. Till such time, the Developer makes over possession of the Land Owner's Allocation to the Owner within the time and in the manner mentioned herein the Developer shall not sell or deliver possession of the Developer's Allocation to anyone. The Developer shall however be entitled to enter into agreement for sale of the Developer's Allocation or any part thereof and to receive part payment/advances. The provisions of this agreement would be made aware of by the Developer to the prospective purchaser or purchaser and any agreement with the prospective purchaser or purchaser would have reference of this agreement.

c. Time shall be the essence of the contract in this regard provided that if any delay is caused due to force majeure. The time during which the Developer was prevented from carrion out its obligations shall be added to the respective schedules.

d. **ARTICLE-VI PROCEDURE**

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1. The Land Owner shall grant to the developer and/ or one of its nominees a General power of Attorney as may be required for the purpose of applying for the required permissions and sanctions from different authorities in connection with the construction of the building and also for pursuing and following up matters with the **Gaya Municipal Corporation** and other authorities. To discuss and negotiable with the existing tenants, to enter into Agreements for sale with intending purchasers in respect of the Developer's Allocation to receive advances from intending purchaser for used sale area falling within the Developer's allocation such power of Attorney shall be prepared at the cost and expenses of the Developer but shall be subject to approval by the Land Owner.

2. Apart from the execution of the power of Attorney (s) the Land Owners hereby undertake that they shall sign as and when necessary all papers documents, plan etc, for the purpose of development of the said land/ premises only in order to enable the developer carry out and perform its obligations in terms of this agreement.

**ARTICLE VII : DEALINGS OF SPACES IN THE BUILDING.**

1. The Land Owners shall be entitled to transfer of otherwise deal with the Land Owner's Allocation in the building without in any way affected the right and interest of the Developer or any person claiming through him.

2. The developer shall be exclusively entitled to the developer's allocation in the building with exclusive right to deal therewith or dispose of the same without any right. Claim or interest therein whatsoever of the

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Land Owners or any person claiming through him/them subject to the conditions mentioned herein before applicable in the regard.

3. No format Deed of Transfer in respect of the Owner's Allocation shall be required or needed and as the Land Owner's allocation shall be deemed to have been built and/or executed on its own account.

4. The Developer shall not be entitled to execute and register the conveyance in respect of his allocation in the new building or part with possession thereof to any purchaser or purchasers until and unless the Developer deliver Satisfactory possession of the Land Owner's Allocation in the new building to the Owner.

5. In so far as necessary all dealings by the Developer in respect of sanction of plans and erection of the building shall be in the name of the Land Owners it is however understood that such dealings shall not in any manner fasten or create any financial liability upon the owner.

6. The Land Owners shall bound to execute the Deed of conveyance or conveyances in respect of saleable space of the Developer's allocation in favour of the Developer or its nominee or nominees in such part or parts as shall be required by the developer PROVIDED HOWEVER the costs of such Conveyance or conveyances including stamps and registration expenses and all other expenses including Advocate's fees shall be borne and paid by the Developer or its nominees.

**ARTICLE VIII : BUILDINGS**

1. The land owners and the Developer already allocated their respective allocations in the new building already

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defined herein above the allocation of each party will only be in the from of complete units/ flats built in accordance with the sanctioned building plan after earmarking their respective allocations. The same shall stand appropriated against the respective allocations of the parties herein while earmarking such allocation if any area is found to be in excess of the allocation of any of the parties the party to whom such excess area would be allocated would pay to the other party value thereof at the prevailing market rate.

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2. The Developer shall at his its own costs construct erect and complete the proposed building at the said the said premises in accordance with the sanctioned plan with such materials and with such specifications as is mentioned and detailed in the First Schedule hereunder written or as may be recommended by the Architect from time to time.

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3. The Developer shall be authorized in the name of the Land Owners in so far as in necessary to apply for and obtain quotas entitlements and other allocations of or for cement, steel, bricks and other building materials allocable to the owner for the construction of the building and to similarly apply for and obtain temporary connection of water electricity power and permanent drainage and sewerage connection to the newly built up building and other inputs and facilities required for the construction or enjoyment of the building.

4. All costs charges and expenses including but not limited to Architect's fees supplier's creditors. Labour and contractors shall be discharged and paid by the Developer and the Land Owner shall bear no responsibility in this context.

5. As from the date of making over possession any liability becoming due on account of the municipal rate and taxes as also other outgoings in respect of the said premises and till such time as the possession of the said land owner's Allocation is delivered by the developer to the land owners, shall be borne and paid by the Developer All arrear **GAYA MUNICIPAL CORPORATION** tax shall be paid by the developer shall be reimbursed by the owner and/of deducted by the developer.

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**ARTICLE IX : CONSIDERAION**

1. In consideration of the owner having agreed to permit the developer to construct erect and complete the building on the said premises, the developer agrees to make over to the owner as detailed earlier the owner's Allocation after construction of the building which would remain the sole and absolute property of the Land Owners subject however to the Land Owner complying with the terms and conditions herein contained.

2. In addition to the consideration herein agreed to be paid to the Developer agrees:-

A To obtain at its own costs and expenses all necessary permission and/or approval and/or consent from all statutory and other authorities save as otherwise provided in this agreement.

B To pay the cost of supervision of the development and construction of the building at the said premises.

C To bear all costs. Charges and expenses for construction of the building at the said premises in pursuance of the specification mentioned in the second schedule hereunder written.

**ARTICLE X : COMMON FACILITIES.**

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1. As soon as the building is completed in every respect including water and drainage connection and arrangement of Electricity the Developer shall give a written notice to the Land Owner requiring the Land Owners to take possession of the Land Owner's Allocation in the building accompanying therewith a certificate of the Architect to the effect that the building has been completed in accordance with the sanction plan, the Land Owners shall within 15 (fifteen) day from the date of service of such notice take possession of Land Owner's allocation or shall be deemed to be in such possession and at all times thereafter the Land Owners shall be exclusively responsible for payment of all municipal and property taxes, rates, duties, due and other public outgoings and impositions whatsoever payable in the respect of the Land Owner's Allocation. The said rates are to be apportioned probate with reference to the saleable space in the building if they are levied on the building as a whole from the date of taking over the possession from the Developer.

2. The Land Owners and the Developer shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned authorities or other4wise as may be mutually agreed upon between the Land Owner and the Developer and both the parties shall keep each other indemnified against all claims, actions, costs, charges and expenses and proceedings whatsoever.

3. As and from the date of service of notice of possession the Land Owners shall also be responsible to pay and bear and shall forth with pay on demand to the Developer the maintenance charge in respect of the common facilities in the new building payable with respect to the Land Owner's allocation. The rate of such Maintenance charge will be fixed mutually by the developer and the Land Owners.

4. Any transfer of any part of the Land Owner's Allocation in the new building shall be subject to the provisions hereof and the Land Owners shall thereafter be responsible in

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Director
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respect of the space transferred to pay the said rates and Maintenance Charges for the common facilities.

## ARTICLE XI : COMMON RESTRICTIONS.

The Land Owner's Allocation in the building shall be subject to the same restrictions and use as is applicable to the Developer's Allocation in the building intended for common benefits of all occupier of the building which shall include the following:

1. Neither party shall use or permitted to be used the respective allocations in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade of activity nor use thereof for any purpose which may cause any nuisance of hazard to the other occupiers of the building.

2. Neither party shall demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or make any structural change either major or minor without the written permission in this behalf.

3. Both the parties shall abide by all laws, bye laws, rules and regulations of the Government local bodies as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, bye-laws, rules and regulations.

4. The respective buyers shall keep the interior walls, sewers drain, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. In each of their respective allocations in the building in good working condition and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other flat Land Owners and/or occupiers of the building indemnified from and against the consequences of any breach.

5. Neither party shall do or cause or permit to be done any act or thing which may render void and avoidable any insurance

Kamlesh Pal Singh 13/12/2016

BRINDA RESIDENCY PVT. LTD. Brij Kishore Mishra 13.12.2016 Director

of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from the against the consequences of any breach. No goods or any other article shall be left for display or otherwise in the corridors or all other places of common use and enjoyment in the building and no hindrance shall be caused in any manner. Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.

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## ARTICLE XII : OWNER'S OBLIGATION

1. The Land Owners hereby agrees and covenants with the Developer not to do any act, deed or thing whereby the Developer may be prevented from dealing with the Developers allocation in the building or at the said premises provided the Owner's Allocation is made over to the Land Owners.

2. The Land Owners hereby agrees and covenants with the Developer not to cause any interference or hindrance in the construction of the said building at the said premises to be constructed by the Developer.

3. The Land Owners may appoint its own engineer for inspection of the building at its own cost from time to time.

4. The Land Owners shall subject to compliance by the developer of his obligations hereunder, deliver the vacant possession of the premises to the developer.

## ARTICLE XIII : DEVELOPER'S OBLIGATION

1. The Developer hereby agrees and covenants with the Land Owners to get the plan sanctioned from Gaya Municipal Corporation complete the construction of the building within **36 months ( Thirty six months)** from the date of sanction of building plans by the **Gaya Municipal Corporation** and **six month** shall be the grace period.

2. The Developer hereby agrees and covenants with the Land Owners not to violate or contravene any of the provisions or rules applicable to construction of the said building.

3. The Developer hereby agrees and covenants with the Land Owners not to do any act deed or thing whereby the Owner is prevented from enjoying leasing, assigning and/or disposing of any of the Land Owner's Allocation in the Building at the said premises.

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**ARTICLE XIV : DEVELOPER'S INDEMNITY**

1. The Developer hereby undertakes to keep the Land Owners indemnified against all third party claims and actions arising out of any act or omission or failure of the Developer in relation to the construction of the said building.

2. The Developer hereby undertakes to keep the Land Owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of Developer's actions with regard to the Development of the said premises and/or in the matter of construction of the building and/or for any defect therein.

BINDA RESIDENCY PVT. LTD. Director 13.12.16

**ARTICLE XV : MISCELLANEOUS**

1. The Land Owners and the Developer have entered into this Agreement purely as a contract between principle and nothing contained herein shall deemed to be construed as a partnership between the parties here to in any manner nor shall the parties hereto constitute an Association of persons.

2. The Land Owners shall not be liable for any income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and the Land Owners indemnified against all actions, suits, proceeding, costs, charges and expenses in respect thereof.

3. All Agreement for Sale and the Deed of Conveyance in respect of Units forming part of both the Land Owner's allocation and the Developer's Allocation will be similar and shall contain identical covenants. For the purpose of maintaining such uniformity, an Advocate of the project shall be appointed by the parties to prepare the model Agreement for Sale to be entered into with intending Purchasers of Unites, forming part of both the Land Owners and Developer's allocations and will also prepare the "model deeds of Conveyance" to be executed in favour of Purchasers of both the Land Owner's and Developer's Allocations.

4. The Land Owners and the Developer hereby agree to abide by all the rules and regulations to be framed by any Society/ Association/Company which will be in charge of the management of the affairs of the Building or buildings and/or common parts thereof and also they hereby agree that their respective transferees and/or successors in interest will abide by such rules and regulations. Such rule and bye-was will be framed by the said Society/Association/Company by its Advocate.

5. This agreement is required to be registered, the stamp duty and registration charges shall be paid and borne by the Developer.

6. In the event the Developer fails and/or neglects to apply for sanction of the building plans from the date hereof or complete the construction of the proposed building(s) within a period of 36 months from the date of obtaining sanction of building plans by the **Gaya Municipal Corporation** in spite of the

Kamlesh Pd Singh. 13/12/2016

SINDA RESIDENCY PVT. LTD. Director 13.12.16

Land Owners having strictly complied with all their obligations under this Agreement, the Developer shall pay to the Land Owners a sum of **Rs. 1,00,000/- ( One lac only) Per month** as liquidated damages for each **month** of delay in completion of the project beyond the agreed period. The entire amount payable by the Developer on account of such damages will be paid to the Land Owners before execution of Deed of Conveyance in respect of the Developer's Allocation.

## ARTICLE XVI : FORCE MAJEURE

1. The parties hereto shall not be considered to be liable for any obligation here under to the extent that the performance of the relative obligations has been prevented by the existence of the **"Force Majeure"** and the party shall be suspended from the obligation during the duration of the **"Force Majeure".**

2. **"Force Majeure"** shall mean acts of God, Flood, Earthquake, Riot, War, Storm, Tempest, Civil Commotion, Labour Unrest, Strike, order of Injunction and/or any other act or commission beyond the control of the parties hereto.

## ARTICLE XVII : ARBITRATION

All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or determination of any liability touching these presents shall be referred to Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory enactment or modification thereof and the place of **ARBITRATION** shall be at Gaya.

Kamlesh Pd Singh. 13/12/2016

SHIVA RESIDENCY PVT. LTD. Director

Brij Kishor Mukh 24 13.12.2016

Land Owners having strictly complied with all their obligations under this Agreement, the Developer shall pay to the Land Owners a sum of **Rs. 1,00,000/- ( One lac only) Per month** as liquidated damages for each **month** of delay in completion of the project beyond the agreed period. The entire amount payable by the Developer on account of such damages will be paid to the Land Owners before execution of Deed of Conveyance in respect of the Developer's Allocation.

Kamlesh Pd Singh. 13/12/2016

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## THE FIRST SCHEDULE ABOVE REFERRED TO

**(List of title deeds, documents and writings)**

**1. Registered deed of Gift being deed No. 5507 dated 07.04.1986 registered at registration office Gaya (Bihar) under Book No. 1 Volumn No. 59 Page No. 510 to 514 preparation date of deed.16.05.1986**

**2. Registered deed of Sale being deed No. 74 dated 13.12.1940 registered at registration office Gaya (Bihar) under Book No. 1 Volumn No. 9 Page No. 110 to 120 preparation date of deed 06.01.1941**

**3. Registered deed of Sale being deed No. 4936 dated .08.04.1941 registered at registration office Gaya (Bihar) under Book No. 1 Volumn No. 50 Page No. 210 to 222 preparation date of deed.29.07.1941**

**4. Registered deed of Sale being deed No. 4937 dated 25.04.1941 registered at registration office Gaya (Bihar) under Book No. 1 Volumn No. 53 Page No. 110 to 124 preparation date of deed. 29.07.1941**

**5. Registered deed of General Power of Attorney being deed No. 106 dated 14.12.1996 registered at registration office Gaya (Bihar) under Book No. IV Volumn No. 1 Page No. 61 to 67 preparation date of deed 01.01.1998**

**6. Certified copy of Draft Khatiyan of Municipal Survey Gaya Ward No. 26 in the name of the Suraj Kumar and Smt. Kavita Kumari under Khata No. 2120, Plot No. 1691 Ka, Kha**

**7. Certified copy of Mutation Order passed in Mutation Case No. 429/2000 of Gaya Municipal Corporation, Gaya.**

**8. Tax Receipt issued by Municipal Corporation Gaya in the name of Suraj Prakash and Smt. Kavita Kumari.**

**9. Land Revenue Govt. Rent Receipt issued by Nagar Anchal Chandauti in the name of Suraj Prakash and Smt. Kavita Kumari.**

## THE SECOND SCHEDULE ABVOE REFERRED TO

**(Description of the land and premises )**

ALL THAT peaces of land situated at Mohalla Gewal Bigha West Church Road P.S. Civil Lines now Rampur Thana, Anchal Chandauti Town/ Dist. Gaya under Ward No. 9 (old) Survey Ward No.26 , Present valuation ward No. 32, Holding No. 1662 A thereafter 83 at present 99 under Gaya Municipal Corporation Gaya .

| **Khata No.** | **M.S.Plot No.** | **Area.** |
|---|---|---|
| **2120 (New)** | **1691 Ka,Kha (new)** | **10 Katha 5 dhoor** |
| | **14681 Part (old)** | **= 31.9 decimals** |
| | | **= 13900 sq.ft.** |

Kamlesh Pd Singh 13/12/2016

ANUPAMA RESIDENCY PVT. LTD. Director 13.12.2016

## MEASUREMENT

| | | |
|---|---|---|
| North to South in eastern portion | : | 73'-06" |
| North to South in western portion | : | 66'-09" |
| East to West in nothern portion | : | 204'-00" |
| East to West in southern portion | : | 192'-00" |

## BOUNDARY

| | | |
|---|---|---|
| North | :- | 12 feet Rasta and House of Sri Kamlesh Prasad Singh and Parti land of Samir, Saurav and Simant |
| South | :- | Parti land of Tasneemul Haque S/o Late Enamul Haque |
| East | :- | Nala thereafter west Church Road |
| West | :- | Parti Land of Tasneemul Haque S/o Late Enamul Haque |

**Land Value for purpose of Stamp Duty as well registration fees :-**

M.V.R. @ Rs. **21,15,000/- per decimal** for **31.91** decimal total amounting Rs. **6,74,90,000/- ( Rs. Six Cror seventy four lacs ninty thousand only)**

## THE THIRD SCHEDULE ABVOE REFERRED TO

DESCRIPTION AND SPECIFICATIONS OF CONSTRUCTION AND AMENITIES FEATURES AND SPECIFICATION OF BUILDING

1. Foundation :- R.C.C. Pile Foundation as per the structure design.
2. Structure :- R.C.C. Framed Structure
3. Civil Work :- Brick work in CM 1:6
4. Flooring :- Marble/Vitrified flooring
5. Plaster :- ½" plaster in CM 1:6 on R.C.C. surfaces.
6. Doors :-32 mm flush door and wood chaukhat
7. Window :-Steel window
8. Toilet : -Glazed tiles up to 5ft. height with wash basin shower, W.C. (1.W.C.) in all the toilets and white E.W.C. in master bed room, concealed G.I pipe with hot and cold arrangement in shower.
9. Kitchen : - Work.ing platform of granite marble top with glazed tiles dado up to 1 feet 6 inches, height above working top.

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10. Electrical :- Concealed P.V.C. conducts with copper wiring and standard electric assessors adequate light, power points, (without fan, tube, bulb, etc.)

11. Plumbing : - All internal F.I pipe shall be concealed fitted with Jaguar or equivalent fittings.

12. Finish : - All internal walls and ceilings in plaster of Paris and front external surfaces by super snowcap.

13. Cement : - Any branded recognized cement.

14. Water :- None interrupted 24 hours supply from natural resources.

15. Telephone : - Two point in each Flat.

16. T.V. :- Three points in each flat or as be required.

17. Note : - The above specification is subject to minor changes as may be decided by the promoter/architects and builders in the overall interest of the project.

IN WITNESS, WHEREOF, THE OWNERS AND THE DEVELOPER HAVE PUT THEIR RESPECTIVE SIGNATURE AND SIGNED AGREEMENT ON DATE FIRST THEREIN BEFORE STATED AFTER FULLY UNDERSTANDING THE CONTENTS OF THESE PRESENTS IN PRESENCE OF THE WITNESSES NAMED BELOW:

**Signature of First Party** **Signature of Second Party**

Kamlesh Pd Singh
13/12/2016

Suraj Prakash
13/12/16

I do hereby certify that my principal Smt. Kavita Kumari is alive.
Kamlesh Pd Singh
13/12/2016

BRINDA RESIDENCY PVT. LTD.
Director
13.12.2016

**WITNESSES:**

1. PURANDER SAWARNYA S/O Sri RAMASHRAY PRASAD SINGH
Opp. S.P. KOTHI, GAYA., P.S.- RAMPUR, A. UID No. 3440 7465 5231
Age - 53 Yrs.

2. Anil Kumar S/o Sri Girija Shanker 13.12.2016
Professor Colony, Red House Compound, Gaya
PS - Rampur Dist. - GAYA.

Drafted By :- Md. Zamir Khan 13/12/2016
Adv
13.12.16 L.N/1070/90

The 13th day of December 2016

Typed:- **Sinha** Computer Press, Civil Court, Gaya.

## 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. | 1349800/- | Amt.Paid By N.J Stamp Paper | Rs. | 5000/- |
| Addl.Stamp duty paid under Municipal Act | Rs. | 0/- | Amt.paid through Bank Challan | Rs. | 1385800/- |

**Registration Fee**

FEE PAID

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| A1 | 39000 | 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 | 1000 | J1 | 0 | K2 | 0 | Na | 0 |
| B | 0 | H1a | 0 | J2 | 0 | Li | 0 | | |

TOTAL- 40000

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

**Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 41000**

**Date: 21/12/2016**

**Registering Officer**
**Gaya**

## Endorsement under section 52

Presented for registration at Registration Office, Gaya on Tuesday, 20th December 2016 by Kamlesh Pd. Singh (P.O.A.) S/O- Late Akhileshwar Pd. Singh by profession Agriculture. Status - Executant

Kamlesh Pd Singh.
21/12/2016

**Signature/L.T.I. of Presentant** **Date:21/12/2016**

**Registering Officer**
**Gaya**

## Endorsement under section 58

Execution is admitted by those Executants and Identified by the person ( Identified by 'Purander Sawarnya' age '53' Sex 'M', 'S/O- Ramashray Pd. Singh', resident of 'Opp. S.P. Kothi (Gaya), P.S.- Rampur, Dist.- Gaya.'. ), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

**Date : 21/12/2016**

**Registering Officer**
**Gaya**

## Endorsement of Certificate of Registration under section 60

Registered at Registration Office Gaya in Book 1 Volume No. 259 on pages on 334 -358, for the year 2016 and stored in CD volume No. CD-40 year 2016 .The document no. is printed on the Front Page of the document.

**Date : 21/12/2016**

**Registering Officer**
**Gaya**

**Token No. : 19102 Year : 2016 S.No. : 18541 SCORE Ver.4.1 Deed No . :d No . : 17817**

Scanned by-

Sch. XIV—F. No. 180V. बि० ग० प्रेस, गया।

रसीद मालगुजारी। फरद मलिकी/फरद रैयती। D.N.

नाम परगना। नाम मौजा मय नाम रैयत मय वल्दियत जमाबन्दी 106
थाना वो थाना नम्बर। V 1/4/P वो रकबात। नम्बर। 07

नगर | आलमगिरगुर | सुख प्रकाश वो. कालिका प्र. | 07

अदायगी मवदी 07 अदायगी जेलदारी व दो०त तफसील हिसाब रकम जमाबन्दी।

| | | |
|---|---|---|
| 11010 गुर | वल्द - अखिलेश्वर प्र० सिंह | खेसरा |

या 0230 वो बोदे का थाकाना नाम मय तफसील (बकाया वो हाल) मौजूदा साल का। 1468।

| 2017-18 नाम रैयत | रकबात | बकाया तीन वर्ष से ज्यादा। | ३रा वर्ष। | २रा वर्ष। | १ला वर्ष। | हाल |
|---|---|---|---|---|---|---|
| माल- (नकदी) | 30 ~ | | | 80 ~ | 750 ~ | 30 ~ |
| गुजारी (भावली) | 8 ~ | | | | 200 ~ | 8 ~ |
| सेस ... | 16 ~ | | | | 400 ~ | 16 ~ |
| *सूद ... | 16 ~ | | | | 400 ~ | 16 ~ |
| मुतफरकात ... | 6 ~ | | | | 150 ~ | 6 ~ |
| मीजान | 76 ~ | | | 80 ~ | 1900 ~ | 76 ~ |

तफसील अदायकारी। = 1986 ~

| 2017-18 अदायकारी बाबत। | बकाया तीन वर्ष से ज्यादा। | ३रा वर्ष। | २रा वर्ष। | १ला वर्ष। | मोताबला हाल। | वजिल |
|---|---|---|---|---|---|---|
| माल- (नकदी) | | | 80 ~ | 750 ~ | 30 ~ | |
| गुजारी (भावली) | | | | 200 ~ | 8 ~ | |
| सेस .. | | | | 400 ~ | 16 ~ | |
| *सूद .. | | | | 400 ~ | 16 ~ | |
| मुतफरकात .. | | | | 150 ~ | 6 ~ | |
| मीजान अदायकारी | | | 80 ~ | 1900 ~ | 76 ~ | 1986 ~ |

(१) मीजान कुल (लफ्जों में) — अस्सी रुपया मात्र

(२) नाम देहिन्दा

(३) कुल बकाया

दस्तखत वो तारीख अमला तहसील कुनिन्दा।

*खास महाल का बकाया मालगुजारी पर (सेवाय ऐसे बकायों पर जिन पर कि सर्टिफिकेट जारी हो) सूद नहीं लिया जाता है।