



बिहार BIHAR

Serial No. 12604

Deed No. 12139

28 FEB 2018

बिहार सरकार
जिला निबंधन कार्यालय, गया

पुस्तक का संशोधन

दिनांक 13/07/2018 को Kanhaiya Verma द्वारा यह दस्तावेज निबंधन हेतु उपस्थित किया गया। इसने स. 665640 पुस्तक शुल्क एवं स. 41045 निबंधन तथा अन्य शुल्क का भुगतान किया गया। दस्तावेज ग्राह्य पाया गया। जिन सहायकारियों ने मेरे सामने इसका निष्पादन स्वीकार किया उनके तथा उनके पहचानकर्ता के नाम, फोटो, अंगुलियों के निशान एवं हस्ताक्षर पीछे अंकित हैं। इसे दस्तावेज स. 12139 के रूप में पुस्तक स. 1 की जिल्द स. 176 के पृष्ठ स. 269 से 292 तक CD 28 में आज निबंधित एवं कुल 24 पृष्ठों में संधारित किया गया।

दस्तावेज नं. 13068/2018

DEVELOPMENT AGREEMENT.

THIS DEVELOPMENT AGREEMENT entered into at Gaya this 13th day of July 2018 (Two thousand eight)

IN BETWEEN

1. Sri Kanhaiya Verma aged about 60 years

महेश प्रसाद
अ. क. नि.

13/7/18



Executed this Development Agreement of the deed and read the content of deed and found correct.
Kanhaiya Verma / 13.7.18

सलित नृपण रंजन (प्रभारी)
निबंधन पदाधिकारी

District Registry Office, Gaya

Token Number 13068

Reg. Year 2018

Serial Number 12604

Deed Number 12139

PreType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Brijkishor Mishra (Director)						
Sig.	Brijkishor Mishra 13.7.18						
Claimant	Brinda Residency Private Limited						
Sig.	Am	N/A	N/A	N/A	N/A	N/A	N/A
Executant	Amla Sinha						
Sig.	Amla Sinha 13.7.2018						
Executant	Bimla Verma						
Sig.	Bimla Verma 13/07/18						
Presented	Kanhaiya Verma						
By	Kanhaiya Verma 13.7.18						
Sig.							
Executant	Kanhaiya Verma						
Sig.	Kanhaiya Verma 13-7-18						
Executant	Rajesh Kumar Verma						
Sig.	Rajesh Kumar Verma 13.07.18						
Executant	Sanjay Kumar Verma						
Sig.	Sanjay Kumar Verma 13/07/2018						

SCORE Ver.4.0

Powered by IL&FS Technologies Ltd.

Biometric Captured By 3500sop019

Kanhaiya Verma 13.7.18



12.13.18
Little

PANABYPV 7039B son of Late Gopi Krishna Verma Permanent resident of 191, A.P. Colony Opposite Bank of India P.S. Rampur Town / Dist. Gaya at present residing at 3F 406 Gurjinder Vihar AWHO Colony Sector CHI Greater NOIDA (2) **Sri Rajesh Kumar Verma** aged about 55 years PAN AJFPK 7172H son of Late Gopi Krishna Verma Permanent resident of 191, A.P. Colony Opposite Bank of India P.S. Rampur Town/ Dist. Gaya at present residing at Tower 4-C Flat 401 Gurjinder Vihar AWHO Colony Sector CHI Greater NOIDA (3) **Sri Sanjay Kumar Verma** aged about 54 years PAN ABHPV 2425N son of Late Gopi Krishna Verma resident of 191, A.P. Colony Opposite Bank of India P.S. Rampur Town/Dist. Gaya (4) **Smt. Amla Sinha** aged about 65 years PAN EPBPS-0695E W/o Sri Ashok Kumar Sinha, D/o Late Gopi Krishna Verma Permanent resident of 191, A.P. Colony Opposite Bank of India P.S. Rampur Town/Dist. Gaya at present E 1003 Regalia Apartment, Datta Mandir Road Lane, Wakad Pune Maharashtra 411057 (5) **Smt. Bimla Verma** aged about 57 years PAN ANDPV 2821L W/o Sri Nirmal Kumar Sinha D/o Late Gopi Krishna Verma Permanent resident of 191, A.P. Colony Opposite Bank of India P.S. Rampur Town/ Dist. Gaya at present residing at 85C Rajat Vihar, Sector 62 Noida (U.P.). 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**.

AND

Brinda Residency Private Limited Kautilyapuri Gaya PAN AAGCB 6761L through its Director **Sri Brijkishor Mishra** aged about 56 years S/o Late Hari 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**.

WHEREAS Gopi Krishna Verma now deceased the father of Land Owners purchased the land bearing Plot No. 191 measuring area 741 Square Yards i.e. 6670 Sq.ft. land situated at Mohalla A.P. Colony P.S. Civil Lines now Rampur, Anchar, Chandauti, Town/

Kanhaiya Verma/13.07.18

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Executed the deed & developed Agreement & land read - the content of deed and found correct.

Rajesh Kumar Verma/13.07.18

District Registry Office, Gaya

Token Number 13068 Reg. Year 2018 Serial Number 12604 Deed Number 12139

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Identified By	Rajeev Ranjan Singh						

Sig. Rajiv Ranjan Singh
S/o Umesh Singh
17/07/18

SCORE Ver.4.0

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Biometric Captured By 3500sop019



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Little

District Gaya under Ward No. 9 (old) from Gaya Regional Development Authority under registered deed of sale bearing deed no. 19232 dated 24.10.1967 registered at Gaya in Book No. 1 volume No 60 Page No. 417 to 423 preparation date 11.06.1968 executed by the Chairman Gaya Improvement Trust being the vendor.

AND WHEREAS it is in specific terms under the said deed of sale at page no. 3 under clause 1 (b) that the interest hereby transferred subsists and subject to the provisions of rule 90 of the said rules and on full payment of the price under rule 5 of the said rules the vendees has power to sale the same.

AND WHEREAS as per the terms of sale deed dated 24.10.1967 Gaya Municipal Corporation requisite the total amount Rs. 9,20,813/- (Nine lakh twenty thousand eight hundred thirteen rupees only) under his memo no. 2149 dated 10.09.2016 the said amount has been paid by the Land Owners on 27.10.2016 vide Cheque No. 907030 issued by S.B.I. A.P. Colony, Branch Gaya and in connection thereof Gaya Municipal Corporation under its Memo No. 2791/smo dated 25.11.2016 issued no dues certificate in respect to property stated above.

AND WHEREAS the said Gopi Krishna Verma for construction of house/building over the said purchased land had mortgaged the said property with Life Insurance Corporation of India for security of loan under registered deed of mortgage being deed No. 20385 dated 03.12.1969 registered in Book No. 1 Volume 196 page No. 477 to 521 preparation date 15.12.1969 registered at Gaya.

AND WHEREAS the said loan amount has already been repaid by Gopi Krishna Verma the father of land owners to L.I.C. and acknowledging the same by L.I.C. under letter no. PDO/L&M/JP dated 26.03.1987 issued No Dues certificate and also by the said letter returned the original sale deed dated 24.10.1967, original mortgage deed dated 03.12.1969 duly endorsed.

Kashariya Verma/13.7.18

Executed the Deed of Developer Agreement and send the Content of Deed and found correct.

Sanjay Kumar Verma/13.07.2018.



AND WHEREAS the name of Gopi Krishna Verma duly entered in the records of Gaya Municipal Corporation office Gaya and at present PID No. 1201034457 stood in the name of Gopi Krishna Verma and during the Municipal Survey Operation Draft khatiyani also prepared in the name said Gopi Krishna Verma and so long Gopi Krishna Verma was alive remained in possession over the said property and Gopi Krishna Verma died in year 2005 leaving behind four sons namely Sri Kanhaiya Verma, Sri Deepak Verma, Sri Rajesh Kumar Verma and Sri Sanjay Kumar Verma and two daughters namely Smt. Amla Sinha and Bimla Verma.

Kanhaiya Verma/13.7.18

AND WHEREAS Deepak Verma filed a partition suit in the court of Sub Judge 1st Gaya bearing partition suit no. 539/2012 and the said suit was transferred in the court of Sub Judge 3rd Gaya and numbered as partition suit no. 60/2012 and under the said partition suit, $\frac{1}{4}$ th share in the said property ex-parte decreed vide judgement dated 12.12.2013 and accordingly the said Deepak Verma sold his entire share to Sri Ajay Terway S/o Late Purnanand Terway r/o Station Road Gaya P.S. Kotwali, Town/Distt. Gaya under registered deed of sale bearing deed no. 9906 dated 24.06.2014 registered at registration office Gaya in Book No. 1 Volume No. 142 Page No. 314 to 324 C.D. 22.

AND WHEREAS Smt. Bimla Verma filed a miscellaneous case no. 3/2015 of the Court of Sub Judge 3rd Gaya whereunder prayed to set aside the said ex-parte judgement and decree passed in partition suit no. 60/2012-539/2012 of the court of Sub Judge 3rd Gaya and the same has been dismissed as withdrawn vide order dated 13.04.2018 of the Court of Sub Judge 3rd Gaya.

AND WHEREAS Sri Sanjay Kumar Verma the land owner also filed a title suit No. 598/2014 of the court of Sub Judge 1st Gaya seeking relief for declaration that sale deed dated 24.06.2014 executed by Deepak Verma in favour of Sri Ajay Kumar Terway is illegal, void, in effective and not binding upon plaintiff. Further the said title suit was transferred in the court of Sub-Judge III Gaya and the said title suit was renumbered as title suit no. 44/2017 and finally the said title

Executed the deed of developer Agreement
and read the content of deed and found
correct

Bimla Verma/13.07.18



suit a petition u/o 23 Rule 1 of C.P.C. filed by said Sanjay Kumar Verma on 15.02.2018 whereby pray to withdrawn the said title suit unconditionally and under order dated 01.06.2018 of the court of Sub Judge III Gaya the said title suit also dismissed.

AND WHEREAS Sri Sanjay Kumar Verma and others Land owners also filed a Partition Suit No. 471/2008 of the court of Sub Judge 1st Gaya seeking relief of preliminary decree of partition to the extent of their 8 annas share in the suit property detailed in Schedule-'B' of the plaint and the said partition suit was also transferred in the court of Sub-Judge III Gaya and renumbered as partition suit no. 43/2017 and under the said partition suit a petition u/o 23 Rule 1 of C.P.C. filed by said Sanjay Kumar Verma and others on 15.02.2018 whereby pray to withdrawn the said partition suit unconditionally and under order dated 01.06.2018 of the court of Sub Judge III Gaya the said partition suit also dismissed.

AND WHEREAS at this stage it is very much pertinent to mentioned that all the litigation regarding to landed property detailed under the second schedule of this deed has amicably been settled out side of the court and accordingly the pending cases has been withdrawn by the parties and in consequence thereof Sri Ajay Kumar Terway has sold the landed properties purchased under said deed of sale dated 24.06.2014 with the land owners under five registered deed of sale bearing deed No. 2736 dated 17.02.2018 registered at registration office Gaya in Book No. 1 Volume No. 40 Page No. 340 to 351 stored in C.D. 7 Token No. 3080/2018 Serial No. 2860 in the name and in favour of vendee Smt. Amla Sinha, the second deed of sale bearing deed No. 2737 dated 17.02.2018 registered at registration office Gaya in Book No. 1 Volume No. 40 Page No. 352 to 360 stored in C.D. 7 Token No. 3076/2018 Serial No. 2861 in the name and in favour of vendee Sri Kanhaiya Verma, the third deed of sale bearing deed No. 2738 dated 17.02.2018 registered at registration office Gaya in Book No. 1 Volume No. 40 Page No. 361 to 370 stored in C.D. 7 Token No. 3078/2018 Serial No. 2862 in the name and in favour of vendee Smt. Bina Verma,



Kanhaiya Verma 13.7.18

Execute the deed of developer agreement and read the content of deed and found correct

Amla Sinha 13.7.18

forth deed of sale bearing deed No. 2739 dated 17.02.2018 registered at registration office Gaya in Book No. 1 Volume No. 40 Page No. 371 to 379 stored in C.D. 7 Token No. 3079/2018 Serial No. 2863 in the name and in favour of vendee Sri Rajesh Kumar Verma and fifth deed of sale bearing deed No. 2740 dated 17.02.2018 registered at registration office Gaya in Book No. 1, Volume No. 40, Page No. 380 to 389 stored in C.D. 7, Token No. 3081/2018 Serial No. 2864 in the name and in favour of vendee Sri Sanjay Kumar Verma.

AND WHEREAS the manner stated above the Land Owners are the absolute, clear, unassailable and marketable title and the land owners are coming peaceful uninterrupted possession over the land and premises detailed under second schedule of this indenture.

AND WHEREAS the land owners being the rightful legal owner in legal possession over the land and premises detailed under the second schedule of this deed desire to Develop the said land which comprises the said total area of land with old building, detailed under Schedule-II of this indenture to construct a multistoried residential cum commercial building over the said land and premises and for the said purpose the Developer negotiated with the land owners and the parties here to have discussed and it has been agreed upon and decided that the Developer shall develop and make construction a multi-storied residential 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:

1. **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 **741 Square yards equivalent to 6670 Sq.ft.** which is hereinafter referred to as said premises situated at Mohalla 191 Anugrahpur Colony P. S. 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 **1. Sri Kanhaiya Verma** son of Late Gopi Krishna Verma Permanent resident of 191, A.P. Colony Opposite Bank of India P.S. Rampur Town/Dist. Gaya at present residing at 3F 406 Gurjinder Vihar AWHO Colony Sector CHI Greater NOIA (2) **Sri Rajesh Kumar Verma** son of Late Gopi Krishna Verma Permanent resident of 191, A.P. Colony Opposite Bank of India P.S. Rampur Town/Dist. Gaya at present residing at 4-C Flat 401 Gurjinder Vihar AWHO Colony Sector CHI Greater NOIA (3) **Sri Sanjay Kumar Verma** son of Late Gopi Krishna Verma resident of 191, A.P. Colony Opposite Bank of India P.S. Rampur Town/Dist. Gaya (4) **Smt. Amla Sinha** W/o Sri Ashok Kumar Sinha, D/o Late Gopi Krishna Verma Permanent resident of 191, A.P. Colony Opposite Bank of India P.S. Rampur Town/Dist. Gaya at present E 1003 Regalia Apartment, Datta Mandir Road Lane, Wakad Pune Maharastra 411057 (5) **Smt. Bimla Verma** W/o Sri Nirmal Kumar Sinha D/o Late Gopi Krishna Verma Permanent resident of 191, A.P. Colony Opposite Bank of India P.S. Rampur Town/Dist. Gaya at present residing at 85C Rajat Vihar, Section-62 Noida (U.P.) 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 G+4 building, the open spaces and other structures to be built, erected and constructed at the said premises containing several independent and self contained flats, underground basement car parking and covered car parking will be on ground floor and other constructed spaces and open ~~on covered~~ areas intended to be



constructed on the said premises in accordance with the building plan to be sanctioned by the Gaya Municipal Corporation.

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 the same.

VIII. LAND OWNER'S ALLOCATION shall mean proportionate 50% (Fifty percent) of the total space (Built up / Carpet 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 and the same is allotted as below:-

- (A) Ground Floor:- 50% on southern portion
- (B) Entire Second Floor i.e. Flat No. 201, 202, 203 & 204
- (C) Third Floor - 50% on southern portion i.e. Flat no. 301 & 304
- (D) Forth Floor - 50% on northern portion i.e. Flat No. 402 & 403
- (E) Car Parking Spaces:- 50%

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 and the same is allotted as below:-

- (A) Ground Floor:- 50% northern portion
- (B) Entire First Floor - i.e. Flat No. 101, 102, 103 & 104
- (C) Third Floor - 50% on northern portion i.e. Flat 302 & 303
- (D) Forth Floor - 50% on southern portion i.e. Flat 401 & 404
- (E) Car Parking Spaces:- 50%



Kashyapa Vamsi / 13.7.18

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.

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-storied building to purchaser thereof 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 be 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 "KAMALALAYA BRINDA RESIDENCY".

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

ARTICLE-II : COMMENCEMENT

Agreement shall be deemed to have commenced on and with effect from 15th day of July two thousand eighteen.



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.
2. The said land is free from all encumbrances, Charges, Liens lispence, 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 be 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 or deposited for exploitation of 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.

Kanarya Nema / 13.7.18



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 carrying out its obligations shall be added to the respective schedules.

ARTICLE-VI PROCEDURE

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 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

Kashyap Kumar / 13.7.18

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 to 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 or otherwise deal with the Land Owner's Allocation in the building without in any way affecting 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 Land Owners or any person claiming through him/them subject to the conditions mentioned herein before applicable in the regard.

3. No formal Deed of Transfer in respect of the Owner's Allocation shall be required or needed, 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 be 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.

Karunya Vennu / 13.7.18

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ARTICLE VIII : BUILDINGS

1. The land owners and the Developer as already allocated their respective allocations in the new building already defined herein above the allocation of each party will only be in the form 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 average market rate of residential area of which the builder will sale.
2. The Developer shall at his own costs construct erect and complete the proposed building 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.
3. The Developer shall be authorized in the name of the Land Owners in so far as is 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 rent 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 for the period before handover of possession to the Land Owner shall be paid by the



Developer and will have to be reimbursed by the owner and / or deducted by the Developer.

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, 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.

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 competent Authority as per the local law to the effect that the building has been completed in accordance with the sanctioned 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, rents, duties, due and other public outgoings and impositions whatsoever payable in the respect of the Land Owner's Allocation. The said rents 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.

Kashyapa Numa / 13.7.18



2. After possession by the Land Owners and the Developer shall punctually and regularly pay for their respective allocations the said rents and taxes to the concerned authorities or otherwise 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 this arrangement shall continue till resident society taken over such facility if it desires.

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 respect of the space transferred to pay the said rents 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 use 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 or 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 of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from 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.

Kashyapa Kumar 13.7.12

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 for construction.

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.

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.

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 Units.



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-law 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 within one month 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 Land Owners having strictly complied with all their obligations under this Agreement, the Developer will be liable for payment of penalty as stated above.

ARTICLE XVI : FORCE MAJEURE

1. The parties hereto shall not be considered to be liable for any obligation hereunder 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

Kashanika Mung / 13.7.18



Arbitration and Conciliation Act, 1996 or any statutory enactment or modification thereof and the place of ARBITRATION shall be at Gaya or the competent court of law.

THE FIRST SCHEDULE ABOVE REFERRED TO

(List of title deeds, documents and writings)

1. Registered deed of sale being deed No. 19232 dated 24.10.1967 registered at registration office Gaya (Bihar) under Book No. 1 Column No. 60 Page No. 417 to 423 preparation date of deed. 11.06.1968
2. Registered deed of Mortgage being deed No. 20385 dated 03.12.1969 registered at registration office Gaya (Bihar) under Book No. 1 Column No. 196 Page No. 477 to 521 preparation date of deed 15.12.1969
3. Letter No. PDO/L&M/JP/dated 26.03.1987 issued by LIC address to Gopi Krishna Verma whereby acknowledge the repayment of loan and returned the original sale deed dated 24.10.1967 and mortgage deed dated 03.12.1968 dully endorsed.
4. Municipal Survey Draft khatiyani in the name of Gopi Krishna Verma in respect to property detailed under Schedule-II of this deed.
5. Tax Receipt issued by Municipal Corporation Gaya in the name of Gopi Krishna Verma
6. Registered deed of sale bearing deed no. 9906 dated 24.06.2014 registered at registration office Gaya in Book No. 1 Volume No. 142 Page No. 314 to 324 C.D. 22
7. Registered deed of sale bearing deed no. 2736 dated 17.02.2018 registered at registration office Gaya in Book No. 1 Volume No. 40 Page No. 340 to 351 stored in C.D. 7 Token No. 3080/2018 Serial No. 2860
8. Registered deed of sale bearing deed no. 2737 dated 17.02.2018 registered at registration office Gaya in Book No. 1 Volume No. 40 Page No. 352 to 360 stored in C.D. 7 Token No. 3076/2018 Serial No. 2861

Kanhaiya Kumar 13.7.18



9. Registered deed of sale bearing deed no.2738 dated 17.02.2018 registered at registration office Gaya in Book No. 1 Volume No. 40 Page No. 361 to 370 stored in C.D. 7 Token No. 3078/2018 Serial No. 2862

10. Registered deed of sale bearing deed no.2739 dated 17.02.2018 registered at registration office Gaya in Book No. 1 Volume No. 40 Page No. 371 to 379 stored in C.D. 7 Token No. 3079/2018 Serial No. 2863

11. Registered deed of sale bearing deed no.2740 dated 17.02.2018 registered at registration office Gaya in Book No. 1 Volume No. 40 Page No. 380 to 389 stored in C.D. 7 Token No. 3081/2018 Serial No. 2864

12. Memo No. 2149 dated 10.09.2016 issued by GMC office Gaya where under requisite amounting Rs 9,20,813/- (Rupees nine lakhs twenty thousand eight hundred thirteen only) as per the terms specified in sale deed dated 24.10.1967

13. No dues certificate in respect to property detailed in schedule-II of this deed issued by GMC Gaya under Memo No. 2791 dated 25.11.2016

14. Order dated 13.04.2018 passed by the court of Sub-Judge III Gaya in miscellaneous case no. 03/2015.

15. Order dated 01.06.2018 passed by the court of Sub-Judge III Gaya in Partition Suit No. 43/2017 .

471/2008

16. Order dated 01.06.2018 passed by the court of Sub-Judge III Gaya in Title Suit No. 44/2017 .

598/2014

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the land and premises)

ALL THAT pieces of land and premises situated at Mohalla Anugrahpuri Colony P.S. Rampur, Anchal Chandaoti Town/Dist. Gaya under Ward No. 9 (old) Survey Ward No. 26 present ward no. 32 Holding No. 146(old) thereafter 313 thereafter 191 at present 203 PID No. 1201034457 & 1201001649 under Gaya Municipal Corporation Gaya .

<u>G.R.D.A. Plot</u>	<u>M.S. Plot No.</u>	<u>Area.</u>
191	2344 Ka, Kha & Ga (New)	741 Sq. Yard = 15.33 decimals
	5169 (old)	= 6670 sq. ft.

KHATA NO

74

NOT FINAL SURVEY



MEASUREMENT

North to South : 58'-00"
East to West : 115'-00"

BOUNDARY

North :- Smt. Alka Terway
South :- Sri Dhirendra Agrawal
East :- A.P. Colony main road
West :- Community Hall of Anand Shankar

Land Value for purpose of Stamp Duty and registration fees for commercial main Road :-

M.V.R. @ Rs. 21,71,000/- per decimal for 15.33 decimal total amounting Rs. 3,32,82,000 /- (Rs. Three Crore Thirty two Lakh & Eighty two thousand only)

THE THIRD SCHEDULE ABOVE 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 :- 1/2" plaster in CM 1:6 on R.C.C. surfaces.
6. Doors :- 32 mm flush door and wood chaukhat
7. Window :- Steel window (aluminium window)
8. Toilet :- Glazed tiles up to 5ft. height with wash basin shower, W.C. (I.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 :- Working platform of granite marble top with glazed tiles dado up to 1 foot 6 inches height above working top.
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-snow cap.
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. : - Two 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.

Kanhaya Verma 13.7.18

IN WITNESS, WHEREOF, THE LAND 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

Kanhaya Verma
13.7.18

Rajesh Kumar Verma
13.07.18

Sanjay Kumar Verma
13/07/2018

Amla Sinha 13.7.2018
Bimla Verma
13.07.18

Signature of Second Party

BRINDA RESIDENCY PVT. LTD.
Brij Kishor Narsingh
Director
13.07.2018

WITNESSES:

Pravir Ranjay Singh S/o Umesh Singh Add: Chand Chauri

P.S. Vishnu Pad Dist. Gaya

HOHAR-NO-731525678145 Date 13/07/18
Shyam Kishore S/o Late Rajeshwar Mishra

off S.S.P Residence Gaya 13 Ramapur Dist. Gaya

The 13th day of July 2018

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

Umesh Singh

13.7.18
14/7/18



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. 665640/-
Add Stamp duty paid under Municipal Act Rs. 0/-

Amt. Paid By N.J Stamp Paper	Rs.	5000/-
Amt. paid through Bank Challan	Rs.	701685/-

Registration Fee										LLR + Proc Fee	Service Charge
FEE PAID	A1	40045	C	0	H1b	0	K1a	0	III	0	1000
	A3	0	D	0	H2	0	K1b	0	LII	0	
	A7	0	DD	0	I	0	K1c	0	Mb	0	
	A10	0	E	0	J1	0	K2	0	Na	0	0
		0	H1a	0	J2	0	LI	0		0	
TOTAL-										40045	
Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. -											

Date: 13/07/2018

Registering Officer
Gaya

Endorsement under section 52

Presented for registration at Registration Office, Gaya on Friday, 13th July 2018 by Kanhaiya Verma Late Gopi Krishna Verma by profession Others. Status - Executant

Signature/L.T.I. of Presentant

Date: 13/07/2018

Registering Officer
Gaya

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Rajeev Ranjan Singh' age '72' Sex 'M', 'Umesh Singh', resident of 'Moh Chard Chaura, Ps-Vishnupad, Gaya'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 13/07/2018

Registering Officer
Gaya

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Gaya in Book 1 Volume No. 175 on pages on 269 -292, for the year 2018 and stored in CD volume No. CD-28 year 2018 .The document no. is printed on the Front Page of the document.

Date : 13/07/2018

Registering Officer
Gaya

Token No. : 13068 Year : 2018 S.No. : 12604 SCORE Ver.4.1 Deed No. : d No. : 12139

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