

Serial No. 4861 Circle:-Bhagalpur

Book No. :- 1 Deed No. 4788

Serial No. 4861

Deed No 4788



बिहार सरकार

जिला निबंधन कार्यालय भागलपुर

पृष्ठांकन का सारांश

दिनांक 04/07/2020 को Pranav Kumar Tewary द्वारा यह दस्तावेज निबंधन हेतु उपस्थापित किया गया। इसमें रू० 773000 मुद्रांक शुल्क एवं रू० 22000 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 सं० 4788 के रूप में पुस्तक सं० 1 की जिल्द सं० 81 के पृष्ठ सं० 448 से 468 तक CD 13 में आज निबंधित एवं कुल 21 पृष्ठों में संधारित किया गया।

दिनांक- 04/07/2020

टोकन नं. 4930 / 2020

गौतम कुमार
निबंधन पदाधिकारी

04/07/2020
अवध किशोर शर्मा
उच्चबर्गीय लिपिक
जिला निबंधन कार्यालय
भागलपुर

DEVELOPMENT AGREEMENT

This Development Agreement, hereinafter referred to as "AGREEMENT" is executed and entered into between the "LAND OWNERS" and "DEVELOPER" as described hereunder, at Bhagalpur Sub registry office on the 4th day of month JULY of the year Two thousand Twenty.

LAND OWNERS:

- a. Pranav Kumar Tewary, S/o Late Deep Narayan Tewary Age - 66 years, mobile No. 9939923562, Aadhar No.8656 6295 7324, PAN No. ACTPT5767A, Hindu by faith, retired engineer by profession, presently residing at Chandi Prasad Lane, Mohalla: Jogsar, Ps-Jogsar T.O.P, Distt. Bhagalpur - 812001, Bihar,

Pranav Kumar Tewary
04/07/2020
R. K. Santhosh
Director

SCROLL CHECKED

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Hemant Kumar Dewary
04/07/2020

Santosh Kumar Tewary
04/07/2020

District Registry Office, Bhagalpur

Token Number 4930

Reg. Year 2020

Serial Number 4861

Deed Number 4788

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Vikramshila Developers Private Limited Represent Through Director Ratan Kumar Santhalia						
Sig.	<i>R.K. Santhalia</i> 4/7/2020						
Executant	Hemant Kumar Tewary						
Sig.	<i>Hemant Kumar Tewary</i> 4/10/20						
Presented By	Pranav Kumar Tewary						
Sig.	<i>Pranav Kumar Tewary</i> 04/07/2020						
Executant	Pranav Kumar Tewary						
Sig.	<i>Pranav Kumar Tewary</i> 04/7/2020						
Executant	Santosh Kumar Tewary						
Sig.	<i>Santosh Kumar Tewary</i> 04-07-2020						

Identified Nitesh Santhalia
By

Sig.

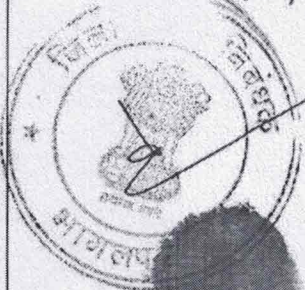
Nitesh Santhalia
4/9/20

अनुसार प्राप्त क्रेता एवं विक्रेता द्वारा दिखाये गये
महल, मुहल्ला नं० 912/42- वाड नं०
5-5A अन्तर्गत चण्डी प्रोलेन
रॉय का घर जो नितेश चौहान के अनुरूप स्थल जॉब
फॉटो तथा नितेश चौहान के अनुरूप स्थल जॉब
फॉटो मुहल्ला नं० 912/42- वाड नं० 5-5A पर
निमित्त है, जो आवासीय/व्यावसायिक/विकासशील प्रयोग/द्वितीय श्रेणी की है।

रकबा/चन 361'7" x 200'7" = 43,41,000/-
दीवार 320'7" x 5' x 5" = 6,00,000/-

कुल- 49,41,000/-

पञ्चश्री ठा 100
04/07/2020



Pranav Kumar Tewary
Vikramshila Developers Pvt. Ltd. Sunrise

- b. Hemant Kumar Tewary, S/o Late Deep Narayan Tewary Age - 64 years, mobile No. 8936049367, Aadhar No. 9885 8124 8218, PAN No. AGKPT0974E, Hindu by faith, retired scientist by profession, presently residing at Chandi Prasad Lane, Mohalla: Jogsar, Distt. Bhagalpur - 812001, Bihar,
- c. Santosh Kumar Tewary, S/o Late Deep Narayan Tewary Age - 57 years, mobile No. 9234359331, Aadhar No. 4648 8067 8676, PAN No. ACXPT4905E, Hindu by faith, Advocate by profession, resident presently residing at Chandi Prasad Lane, Mohalla: Jogsar, Distt. Bhagalpur - 812001, Bihar,

The above, hereinafter collectively are referred to as the "LAND OWNERS" (which expression shall, unless it be repugnant to the context, mean or meaning thereto mean and include their heirs, administrator(s), executors(s), legal representative(s), nominee(s), successors -in -interest and / or assigns) of the FIRST- PARTY

DEVELOPER

M/s Vikramshila Developers Pvt Ltd, having its registered office at Marwari Tola Lane, Bhagalpur-812001, officially represent through Director Ratan Kumar Santhalia (Age-60 years, Mobile no.9431214613) Aadhar-3500 0148 6743, PAN-AABCB0606A, S/O-Late Satya Narayan Santhalia, presently residing at Mohalla Sujagunj, Marwari Tola Lane, Bhagalpur, hereinafter referred to as "DEVELOPER" (which expression shall, unless it be repugnant to the context or meaning there to mean and include its administrator(s), executors(s), legal representative(s), nominee(s), successors -in -interest and / or assigns) of the SECOND PARTY.

That this Development Agreement shall be effectuated in writing, duly registered at Sub registrar's office, Bhagalpur in accordance with the State and Central laws and further the Developer shall have absolute right to construct a multistory-apartment-building on hereunder described under the terms & conditions of this Agreement.

That the LAND OWNERS, who are sons of Late Deep Narayan Tewary have jointly inherited and acquired the above said property as 'Class I legal heirs', and are fully entitled and in possession of entire ancestral land & building located at the address: Chandi Prasad Lane, Mohalla: Jogsar, P.S- Jogsar Distt. Bhagalpur - 812001,



Hemant Kumar Tewary
4/7/2020

Santosh Kumar Tewary

R. K. Santhalia
 Director
 04/07/2020
 Vikramshila Developers Pvt. Ltd.
 Ratan Kumar Tewary
 04/07/2020

Bihar, Anchal: Jagdishpur, having its KhataNo. 240, Khasra 437, Rakwa (Area): 0.1085 hactare Or 26.861 Decimal Or 11,679 square feet (Open Land 8062 sqft & Construction RCC 3617 sqft) & Boundary wall 996 CFT, located at Present Nagar Nigam Ward No. 20 (new), & Survey Ward No- 7 , Holding No. 5, 5A, Under Chandi Prasad Lane butted and bonded by:

North: Late Udaya Kishore Tewary/Late Ram Narayan Tewary (Khesara 436)

South: Municipal Gali

East: Municipal Main Road, named as "Chandi Prasad Lane"

West: Municipal Gali and Dr. Braj Kishore Choubey (Khesara: 438)

Land Grade II Residential

Land Value -Rs 3,36,78000/-

Construction Building R.c.c 3617 Sqft x 1200=Rs43,41,000/-

Boundary wall 320 Ft Lx 7.5 Ft Hx 5 Inch W= 996 CFT, Value Rs.6,00,000/-

Total Value of the said Property—Rs- 3,86,19,000/-

The above-stated property is also described in Schedule 1, hereinafter referred to as the "**SUNRISE Premises**"

NOW THESE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. THAT IT IS FURTHER REPRESENTED AND DECLARED BY THE LANDOWNERS:-
 - a. That the said property is now jointly under their exclusive possession with absolute right, title and interest-free from all encumbrances, and have full right, title and absolute authority to live, transfer and convey the whole or part of the said property, having a fully marketable title thereby.
 - b. That the LAND OWNERS have not created any encumbrances on the said property or any part thereof either in past or at present by way of any other agreement for sale, mortgage, exchange, lease, trust, assessment, right, liens, leave and license, permission, rent, possession, charges, development or any other encumbrances whatsoever.
 - c. That no notice or notification for acquisition/requisition under any of the statutes of the past or present in-force, have been received, served or passed by the B.M.C., Income Tax Department or any other Government authority, for acquisition or requisition of the said property or any part thereof.



d. That there are no attachments, either before or after judgment and there are no claims, demands, suits, decrees, injunctions, orders lies pen dens, notices, petitions, or adjudication orders affecting the said property or any part thereof .That the Landowners also indemnify the developers of any loss financially or mentally in case of any difficulty or issues arising out of their ownership and documents.

e. That apart from the LANDOWNERS, none else is entitled to or has any share, right, title and /or interest, over and in respect of the said property or any part thereof in any manner whatsoever.

2. THAT the LANDOWNERS are interested in developing a multistoried residential apartment building complex, at the "SUNRISE Premises" measuring a total area of 11,679 square feet and acquire Residential Super Build-up area in the same as consideration in exchange for the full and final value of the Sunrise Premises land.

3. THAT the DEVELOPER, henceforth, expressly accepts the offer to develop and construct at its own risk cost the multistoried residential building (hereinafter referred to as "SUNRISE") on the said property on 50:50 conversion basis, which explicitly means that the LANDOWNERS hereby agree to be entitled to 50% share of the constructed area in the said building in the shape of flats, car parking, hereinafter referred to as UNITS, etc. as consideration for parting away from the said property; and the DEVELOPER hereby agrees to be entitled to 50% share in the constructed area of the building in the shape of flats, car parking etc. as consideration towards the cost & expenses to be incurred in the construction of the said building.

4. THAT the LANDOWNERS undertake to provide the DEVELOPER all necessary deeds, documents pertaining to the said property and individual authorized identity as and when required by the DEVELOPER.

5. Rental Accommodation Arrangement: THAT since the LAND OWNERS would hand over the entire said premises to the DEVELOPER after the demolition of the existing building and associated structures, the DEVELOPER has agreed to make fair rental accommodation arrangement for the three LAND OWNERS. The said rental accommodation shall be provided from 1st July 2020 to be paid into the bank accounts of the landowners till the date of handover of 1st unit to the landowner(s) after the construction of the said

Pranav Kumar Tewari
02/11/2021

04/2/2016
Director

Developers Pvt. Ltd. Sunrise
Director



Hemant Kumar Puriy
24/07/2020

Santosh Kumar Luvaz
9/2/2021

multistoried building. However such amount to be paid by the developers shall be Rs. 10,000/- per month per accommodation for a maximum of 3 accommodations. The rental accommodation shall not be payable by the developer for the period of delay in the project work due to any disruption in work due to any claims, demands, suits, decrees, injunctions, orders, lies pen dens, notices, petitions, or adjudication orders affecting the said property or any part thereof.

6. **Possession of Sunrise Premises** : The Landowners shall get the old building structures removed from the Sunrise premises within 3 months from the date of this development agreement and hand over possession to the Developer not later than 1st October 2020 so as to make the premises vacant for the developer to start the construction activity as per the terms & conditions mentioned in this development agreement.
7. THAT based on thorough consideration and due diligence between the LAND OWNERS and the DEVELOPER, the DEVELOPER would provide fully described and detailed structural and architectural design which would include 'Super Built up area in the SUNRISE building in the shape of Flats, Car parking etc. hereinafter called as UNITS to the LAND OWNERS. And if any change is required then it can be done only after written consent by both parties.
8. After the PLAN has been approved by the Bhagalpur Municipal corporation, Fire Department, and any other relevant authorities, the Landowners and Developer shall enter into a separate agreement regarding details of evenly spread allocation of Flats on all the floors, parking space and other constructed areas which shall form the basis of respective shares of the Landowners as well as the Developer. And if any change is required then it can be done only after written consent by both parties.
9. **DEVELOPER**: The LANDOWNERS hereby recognize the afore said Developer as the Developer of the said property who hereby accepts from the LANDOWNERS the exclusive right of physical possession license to design, development, construction, marketing, sales and maintenance in respect of the said property from the day of execution of this registered Development Agreement fully described as in foregoing and hereunder in the manner on the terms, conditions and stipulations thereto mentioned.



Hemant Kumar Dewary.

4/7/2020

Santosh Kumar Dewary

4/7/2020

Dr. Anurag Kumar Dewary
4/7/2020
Director

Dr. K. J. Singh
4/7/2020
Director

Dr. K. J. Singh
4/7/2020
Director

10. FREE ACCESS & LICENCE FOR DEVELOPER: The LANDOWNERS, from the date of execution of this agreement, grant the Developer an exclusive license to take up and proceed with the development, planning and construction of the said building as per terms & conditions of this development agreement and shall allow the Developer, their staff, engineers, architects, workers etc. to enter the said property to enable the Developer to carry out various development works as and when needed.

11. FAR: The actual built-up area shall be as per the plan sanctioned by the Bhagalpur Municipal Corporation who has the final authority of approval in this regard.

12. PLANS/ DRAWINGS/SITE DEVELOPMENT PLAN: The Development PLAN would be jointly and closely reviewed, discussed among the parties, and would be inscribed by the parties with their signatures for final approval of the SITE DEVELOPMENT PLAN. The PLAN along with affidavit(s), declarations(s) and all such documents, that may be deemed necessary by the Developer for the development, as discussed with the LANDOWNERS may be submitted to the office of appropriate authorities for approval or any other permissions will be obtained in their names. However, all fees, costs, charges and expenses relating to such approvals/ sanctions, shall be borne by the Developer.

13. The Developer further agree that any alterations or revisions of the aforesaid PLAN within the parameters of the Building Rules and Regulations, which may be deemed necessary, shall not require any further approval of the LANDOWNERS. However prior intimation to the Landowners will be made and the Developer alone shall be entitled to make such alterations / revisions which would be binding on the LANDOWNERS.

14. PUBLICITY & MARKETING: That the Developer would be free to work on various publicity and marketing activities after this Development Agreement has been duly signed by all parties and the same is registered and the Sunrise premises has been handed over to the Developer after demolition of the existing structures. Then onward, the developer shall be free to install their display boards or any other publicity materials etc. on the said property without consultation with the LAND OWNERS.



Hemant Kumar Tiwary
04/07/2020

Sandesh Kumar Tiwary
04/07/2020

Pranav Kumar Tiwary
4/7/2020

Director

Vicamsita Developers Pvt. Ltd
A. K. Singh

4/7/2020

Vicamsita Developers Pvt. Ltd. Sunrise

Director

15. SHARE RATIO: The LANDOWNERS agree to have a share of 50% of the total built-up area along with parking etc. and the Developer shall have a share of 50% of the total built-up area along with parking etc. and the parties agree that they would have undivided right on the rest of the super-built-up area and other facilities on the premises.

16. SHARE ALLOTMENT: That on approval of the building plan by concerned authority, the Developer would provide to the LANDOWNERS the ' **DEMARCATON AGREEMENT** ' which would have clearly demarcated FLATS (UNITS) in 1/3rd ratio evenly spread over all the floors for the total area within the 50% allocated 'flat-area' for the LAND OWNERS in the SUNRISE building. This DEMARCATON AGREEMENT shall be clearly demarcated for built-up area of FLATS (UNITS) along with car-parking for both the parties. That abovementioned DEMARCATON AGREEMENT shall form part of this Development Agreement.

17. LAND OWNERS' AREA: The LANDOWNERS shall solely and exclusively be entitled to and shall have absolute right, title and interest over the LANDOWNERS' area as per DEMARCATON AGREEMENT, which would be 50% of the total constructed SUNRISE building area. Further, the LAND OWNERS shall be fully entitled to allot, sell, transfer, convey, grant, otherwise alienate their interest of the aforesaid area along with their proportionate shares in the land in any manner as deemed fit by them to any person or family for residential-living purpose ONLY.

18. DEVELOPER'S AREA: The DEVELOPER shall solely and exclusively be entitled to and shall have absolute right, title and interest over the DEVELOPER'S area as per DEMARCATON AGREEMENT which would be 50% of the total constructed SUNRISE building area. Further, the DEVELOPER shall be fully entitled to allot, sell, transfer, convey, grant, otherwise alienate its interest of the aforesaid area along with its proportionate share in the land in any manner as deemed fit by it to any person or family for residential-living purpose ONLY.

19. POSSESSION AFTER CONSTRUCTION: The Developer agrees to construct the said building and start delivering possession of the LANDOWNER(S)-share to the LANDOWNER(S) within a period of 3 years (three years) with a grace period of one year subject to FORCE MAJEURE and such happenings as are beyond the control of the Developer i.e. fire, tempest, accident, lockout, exceptionally



Hemant Kumar Jaiswal
4/7/2020

Sandeep Kumar Jaiswal
4/7/2020

Pranav Kumar Jaiswal
4/7/2020
Director

R. K. Jaiswal
04/7/2020
Director

Developers Pvt. Ltd. Sunrise
Director

inclement weather, or any other act of Nature etc., from the date of approval of plans by Bhagalpur Municipal corporation, Fire Department and registration from RERA authority and/or any other approvals as and when directed by the government from time to time which permits the start of construction activity. If there is any further delay beyond the aforesaid period in delivery of possession of the LANDOWNER(S)-share then the Developer shall pay to the LANDOWNER(S) due compensation as mutually decided by the parties hereunder after expiry of the aforesaid grace period. If any defect in title of the deeds is noticed before the date of possession-date then that will automatically extend the duration of time it takes to clear the 'defect' and subsequent delivery of the possession to the LAND OWNER(S). Also in the above case on non-clearance of title, or any delay or cancellation of the project by the landowner(s), they shall pay compensation to the developer as per loss incurred.

20. SUPER-BUILT AREA CONSIDERATION: The LANDOWNERS do hereby expressly, irrevocably and irretrievably, agree and declare that delivery of possession of their share of super-built-up area to them in the manner provided herein above shall form and always be deemed to be formed as fair, just and adequate consideration for transfer of the undivided right, title, interest and share in the building (the SUNRISE premises) as per the conversion-ratio agreed to be conveyed as herein above by the LAND OWNERS and the DEVELOPER.

21. TRANSFER OF DEVELOPMENT RIGHTS: The DEVELOPER does hereby expressly, irrevocably and irretrievably, agree and declare that this Development Agreement is exclusively for the designated Developer only, and this deed cannot and must not be transferred to any other Developer under any circumstance, which would, otherwise, render the entire Agreement 'null-&-void' and cancelled automatically.

22. PARTNERSHIP: This agreement shall not be deemed to constitute a Partnership or Principal-Agent relationship of any sort between the parties hereto.

23. POSSESSION OF LANDOWNERS' & DEVELOPER'S SHARE: From the date of delivery of possession of LANDOWNERS' & DEVELOPER'S share to the LANDOWNERS & DEVELOPER'S, the LANDOWNERS & DEVELOPER'S and/ or its allottees and the Developer and /or its



Hemant Kumar Dinary
04/12/2020

Sandeep Kumar Laro
04/12/2020

Premar Kumar Tewari
04/12/2020
Director
R.K. Tewari
04/12/2020
Director
Developers Pvt. Ltd. Sunrise

allottees shall jointly have or be deemed to have exclusive and absolute right, title and interest over the building (the SUNRISE premises) in the proportion of their respective shares in the said building, without any further act, deed, matters or things done by the LANDOWNERS or the DEVELOPER in this regard till the time they sell-off their respective UNITS (FLATS) to person (s) for residential living under agreed upon terms and conditions. However the common area, amenities, setback, passage, lifts, terrace, staircase, guard room etc. shall not be under the ownership of either the developer or landowners as per the provision of Bihar building by laws; the above mentioned areas shall be for the common use of unit holders only. However if any change in law is made in the future, the SUNRISE Society shall be authorized to make decisions within the laws.

24. LANDOWNERS RIGHTS RESTRICTED:

24.1 It is mutually agreed that any agreement made or entered into with any other Developer or any persons at any time in past or future by the LANDOWNER(S) after execution of this Agreement, would be construed as breach or violation of the terms and conditions of this Development Agreement and, therefore, shall render the other 'agreement' null and void during the subsistence of this Development Agreement.

24.2 The LANDOWNERS hereby irrevocably undertake not to sell, dispose-off, alienate, charge, encumber, lease or otherwise transfer the said land and/ or property or any part thereof and undertake not to do anything -written or verbal- which shall be in breach of the terms and conditions of this Development Agreement.

24.3 The LANDOWNERS shall do all acts and things which shall be necessary to secure the physical possession of the said property for the DEVELOPER for the purpose of development, pursuant to this Development Agreement.

24.4 The LANDOWNERS shall, at no point of time during the subsistence of this Development Agreement, directly or indirectly, try to dispossess the DEVELOPER from the said property.

25. DOCUMENTATION : During the course of construction of building and execution of deeds and documents if any clarification, declaration, NOC, document is required by customer, government authority or banks then the landowner(s) will be liable to provide



Hemant Kumar Tiwari
4/7/2020

Sandeep Kumar Tiwari
4/7/2020

Ranav Kumar Tewari
4/7/2020

R.K. Kuthaliya
4/7/2020
Director

Developers Pvt. Ltd. Sunrise
Director

the same.

26. CONSTRUCTION & ASSIGNMENT: THAT since the Developer shall develop the said property either by itself or through its company at its own account and cost and will be responsible for the development of the said property, neither the LANDOWNERS nor any person(s) claiming through the LANDOWNERS shall have any right to interfere in the development of the said property. The Landowners hereby, jointly, authorize the developer to do, if required, all acts, deeds, matters, things and particulars for the furtherance and execution of the PLAN as sanctioned.

27. CONSTRUCTION PERMITS : Developers are authorized to make applications to the concerned authorities for obtaining various permits, project loans and for obtaining electrical connection or water connection or sewerage and drainage connection etc. for the project.

28. NAME : That the multistoried building will be named as SUNRISE.

29. SALE DEEDS BY THE DEVELOPER: THAT on and from the date of the Development Agreement and/or during & after the period of development the DEVELOPER shall have absolute and exclusive right to enter into sale/lease/rental/gifting agreements with prospective buyers/person(s) in the Developer's share in the said building as stated in the DEMARCATION AGREEMENT. Further the developers shall have absolute and exclusive right to execute sale-deed with proportionate land and constructed area of his own share, under agreed upon terms and conditions and can further permit the buyer/person(s) to live and enjoy the common facilities provided in the said building with other UNIT holders i.e. members of the SUNRISE. Further, in return to this agreement, the DEVELOPER shall be exclusively entitled to realize all amounts receivable under such agreements for its own use.

30. SALE DEEDS BY THE LANDOWNERS: THAT, similarly, on and from the date of the Development Agreement and/or during & after the period of development the LANDOWNERS shall have absolute and exclusive right to enter into sale/lease/rental/gifting agreements with prospective buyers/person(s) in the LAND OWNERS' share in the said building as stated in the DEMARCATION AGREEMENT. Further the Landowners shall have absolute and exclusive right to



Hemant Kumar Dwary
04/7/2020

Sanket Kumar Tewary
4/7/2020

Pranav Kumar Tewary
4/7/2020
Director
Sanket Kumar Tewary
4/7/2020
Director
Sanket Kumar Tewary
4/7/2020
Director

execute sale-deed with proportionate land and constructed area of their own share, under agreed upon terms and conditions and can further permit the buyer/person(s) to live and enjoy the common facilities provided in the said building with other UNIT holders i.e. members of the SUNRISE. Further, in return to this agreement, the LANDOWNERS shall be exclusively entitled to realize all amounts receivable under such agreements for their own use.

31. TITLE DEEDS BY LANDOWNERS: The LANDOWNERS will deliver to the Developer and/or its duly authorized representative, certified copies / photo copies of all original title deeds, documents and papers relating to the said property for complete examination of the LANDOWNERS' title thereto and shall be ready to answer and/or comply with all reasonable requisitions that may be made by the Developer and/or its representative in this regard to establish a marketable title to the said property. And the DEVELOPER will be entitled to inspect and to have the ORIGINAL produced for inspection and take extracts there from wherever required. The originals, if needed for cross verification by any passing authority at any time would be produced by the LANDOWNERS in person as and when required by the Developer.

31.1 In case, because of unavailability of original title deed(s) and /or effective title deed(s) or there be any liability or any encumbrance on the LANDOWNER(S), then in such event, the Developer shall be entitled to have such defect rectified and /or liability cleared for and on behalf of the LANDOWNER(S) at the LANDOWNER'S cost and expenses. And the LANDOWNER(S) agree to indemnify the Developer for all losses including consequential losses arising out of such defect.

31.2 In any event the LANDOWNERS, without prejudice to forgoing declarations, agree and undertake to remove all obstacles and clear all outstanding, doubts or defects, relating to the title of the property at their cost and expense.

32. TAXES: All taxes, fees, penalties, including Municipal Taxes, Land revenue, Cess and any other charges in respect of the said property shall be borne and paid by the LANDOWNERS till the date of execution of this Agreement and thereafter the same shall be borne and paid by the Developer till the delivery of possession of the LANDOWNER'S share to the LANDOWNER(S).

33. EXPENSE OF SALE: After delivery of possession of the



Hemant Kumar Dwary
04/12/2020

Sandesh Kumar Dwary
4/12/2020

Pranav Kumar Dwary
4/12/2020

Vikramshila Developers Pvt. Ltd.
4/12/2020
Director

Vikramshila Developers Pvt. Ltd. Sunrise
4/12/2020
Director

LANDOWNER'S share to the LANDOWNER(S), all expenses in respect of the said property and the said building thereon shall be borne and paid by the LANDOWNER(S) and the DEVELOPER proportionately in the proportion of their respective shares in the total super-built-up area; the word proportionately with all its cognate variation, whenever used in the Agreement shall mean the proportion in which the parties are entitled to the covered area in the said building. Further, any kind of expenses and taxes such as income tax, GST, cess etc, arising out of sale or agreement or transfer of units shall be borne by the respective seller.

34. **MATERIAL SPECIFICATION :** The DEVELOPER hereby defines the kind of materials to be used in the course of the construction of Sunrise Apartment as mentioned as per Schedule II.

35. **COMMUNICATION:** That all communications / notices between the parties hereto shall either be hand-delivered or through Speed Post/ Registered Post, and email at the address of the first-party given above and shall be deemed to be proper notice/ communications. If any change in address, the party shall inform the other party in writing.

36. **THE SUNRISE ASSOCIATION/SOCIETY:**

36.1 The DEVELOPER in consultation with the LANDOWNERS shall form an Association/Society of the inmates of the SUNRISE residential complex(a) for maintenance of common services such as security, gardening, cleaning, security, sanctity, essential services of electricity, water-supply, repair-maintenance of design, decoration (exterior and interior) and overall management of the building, (b) to issue required 'no-objection certificate' (NOC) to UNIT-owners to obtain electric connections in their UNITS, etc.

36.2 The rights of the Developer & Land Owners to form and run the Association shall not exceed a period of two years when all the right/intents, documents, guidelines and formalities shall be handed over to the Management of the SUNRISE ASSOCIATION constituted of the members / unit owners of the SUNRISE building. The Two years period shall start w.e.f. the date of completion of the entire development work at the said property (which is 3 years, with 1 year grace-period).

36.3 Once the development work on the said property is completed and both the parties - LAND OWNERS and the DEVELOPER- have been duly assigned their UNITS in the SUNRISE building, both the parties lose their identity as Land Owners and Developer in spite of the fact that they own



Hemant Kumar Dwary
04/12/2020

Sandeep Kumar Laxary
4/12/2020

Prem Kumar Tewari
4/12/2020

Vikramshila Developers Pvt. Ltd
R.K. Kuthal
4/12/2020
Director

Sunrise Developers Pvt. Ltd. Sunrise
Director

or not own some or all the UNITS of the SUNRISE building. Henceforth, all owners of UNITS of the building automatically become members of the SUNRISE ASSOCIATION.

36.4 UNIT OWNERS: All UNIT owners, their nominees, respective agents, servants, tenants etc. shall be bound to abide by the rules and regulations laid down by the management of the SUNRISE ASSOCIATION from time to time. The UNIT owners shall be bound to contribute towards the costs of formation of such organization as well as to pay the regular monthly maintenance charges as determined and revised from time to time by the ASSOCIATION management for the maintenance and management of the entire building complex.

37. AMENITIES: Both parties agree that the Developer shall provide additional amenities such as Indoor Children's Club house, Gymnasium, Community hall, CCTV camera, Intercom, Generator and Transformer at an extra charge of Rs. 1,50,000/- per UNIT from the Landowners. This amount shall be payable by the Landowners to the Developer for each Flat (UNIT) at the time of delivery of possession UNIT(S) to the Landowner(s), which in-turn may be collected from the buyer(s) of the UNIT(S) by the Landowner(s) or Developer as the case may be. The landowners may also direct the purchasers to pay the amenities charges to the developers directly.

38. COMMON AREA: Except the UNITS (FLATS), all the facilities and structures of the SUNRISE building are common areas and facilities extended for utilization by the occupants of the said building. These common areas shall be jointly owned by all the Unit Owners of the said building with equal entitlement to use on the terms and conditions applicable to all as laid down by the management of the SUNRISE ASSOCIATION from time to time. No Unit owner of the SUNRISE building will have any exclusive right, title and interest over the common areas and facilities excepts the right to common use and for ingress and egress only.

39. GOVERNMENT LEVY: Both the parties agree that since the date of execution of this Agreement, if any levy is imposed by the any Public body or bodies or the Government for the development/betterment of the area in which the said property is located or any other levy becomes applicable on the said land or the building thereon then the same shall be borne by the Developer and Land Owners as per this ratio



Hemant Kumar Tewary
4/7/2020

Santosh Kumar Laxey
4/7/2020

Vikramshila Developers Pvt. Ltd.
R. K. Tewary
Director
4/7/2020
Hemant Kumar Tewary
4/7/2020
Santosh Kumar Laxey
4/7/2020
Mol Ramzan
4/7/2020
M. Chellabhai
4/7/2020

(50%/50%), which shall, in turn be realized as EDC (External Development Charges) from the buyers of the UNITS from the Developer or the LAND OWNERS as the case may be.

40. ELECTRIC CONNECTION: The LAND OWNERS would disconnect/surrender the existing electric connection and meters before handing over the possession of the premises to the DEVELOPER. The Developer would subsequently obtain a new electric connection for the purpose of the construction and development work at the site from the Bhagalpur Electric Supply company to which the LANDOWNERS will have no objection. The LANDOWNERS will extend utmost co-operation to the Developer for obtaining sanctions, approvals etc. and execute all such papers, documents, letters, affidavits, undertakings in this regard.

41. ASSOCIATION TERMS : That it is agreed that all transfer/conveyance of either 2BHK or 3BHK UNITS in the SUNRISE building by any party to prospective buyer(s) will be on clearly laid-down 'terms and conditions' only for residential purpose and not for any commercial business activity, storage of goods etc. It is further agreed that at the point of sale, the 'seller' - the Land Owner(s) or the Developer-, would require buyer to make one-time, non-refundable 'SECURITY DEPOSIT' of Rs. 50 thousand for the 2BHK UNIT and Rs. 75 thousand for the 3BHK UNIT towards reserve-fund on account of ASSOCIATION for building maintenance services, as a cheque to the SUNRISE Association bank account up-front. Besides, the 'security deposit the buyer(s) or transferee(s) shall agree to pay monthly 'repair-maintenance' charges as determined by the Association from time to time and would bear all cost of stamp duty, court fees and other registration charges/expenses etc. as applicable at the time of registration of the UNIT.

42. SECURITY DEPOSIT: That if any amount is paid as security deposit to the landowner(s) in the past or future vide a separate deed, the document depicting such amount and the said amount shall form part of this Development Agreement. The landowner(s) shall be bound to refund the said amount to the Developer before taking the possession of the Landowner(s)-share of units in the constructed Sunrise building.

43. ARBITRATION: That in case of any dispute, differences, ambiguity in interpretation or implementation of terms and conditions of this Agreement between the parties, the parties shall attempt to resolve such disputes by amicable discussions among themselves. If the same is not amicably resolved then the dispute would be referred to an



Humant Kumar Dewary

Sandesh Kumar Dewary

Pranav Kumar
4/12/2020

A. K. Santhosh
4/12/2020

Vikramshila Developers Pvt. Ltd

Director

Director

Vikramshila Developers Pvt. Ltd. Sunrise

Arbitrator appointed by both the parties by mutual consent in writing and such arbitration shall be conducted under the provisions of the Arbitration & Conciliation Act, 1996 as amended from time to time. The Arbitrator's decisions for all such disputes will be final and binding to both parties. The place of Arbitration shall be at Bhagalpur or as mutually decided.

44. **JURISDICTION :** That, only courts of Bhagalpur shall have the exclusive jurisdiction, over all the matters of disputes arising in respect of and from this Agreement.

SCHEDULE I

All the piece and parcel of Plot measuring total area of 11,679 sq. feet is as follows:

S/n	Khata No.	Khasra No	Holding no	Ward No	Area(sq.ft)
1	240	437	5, 5 A	20 (new) 7 (old)	11,679

The said land and building property is located at Chandi Prasad Lane, (near Sikshk Sangh), Mohalla: Jogsar, Distt. Bhagalpur - 812001, Anchal jagdishpur, Nagar Nigam Ward No.20, Holding No 5, 5 A, Survey Ward No-7, the boundary of which is as under:

North: Late Udaya Kishore Tewary/Late Ram Narayan Tewary (Khesara 436)

South: Municipal Gali

East: Municipal Main Road, named as "Chandi Prasad Lane"

West: Municipal Gali and Dr. Brag Kishore Choubey (Khesara: 438)

Details schedule of "SUNRISE PREMISIS" at Chandi Prasad lane, Anchal Jagdishpur, PS -Jogsar, District - Bhagalpur,

Boanew Kumar Tewary
04/07/2020

Vikramshila Developers Pvt. Ltd.
Rishu Santhia
4/7/2020 Director



Hemant Kumar Dewary
4/7/20

Santosh Kumar Tewary
04-07-2020

SCHEDULE -II
SPECIFICATION OF BUILDING:

Foundation: Foundation as per the design of structural consultant shall be earthquake resistant as per N.B.C.

Flooring: Vitrified Tiles on entire building and kota stone/paver block for common area.

Kitchen: Working platform shall be finished by Granite, stainless steel sink and separate hot cold water pipe shall be given with necessary water connection.

Utility Area Inlet and outlet for washing machine and dish washers

Painting & Putty Building Exterior finish with Hi Quality Paint finish and Internal wall and ceiling finished with double coat white putty.

Bathroom: (i) Internal wall shall be finished with glazed tiles up to 7 feet height from floor level.

- (ii) All G.I. pipe will be used of first quality.
- (iii) All fitting will be made of standard/high grade quality.
- (iv) Hot & Cold water pipe system shall be provided with mixer and separate tap connection.
- (v) Sanitary Fitting will be fitted with Hindware/jaquar/Parryware/Esco with flush system.

Door: Flush door in all bedrooms and bathrooms with fitting. Laminate on both sides of the Main doors.

Window: All the window will be Aluminum Frame windows with glass shall be provided.

Electrical Work: (i) All wiring will be concealed type.

(ii) All fitting, including panels, MCBs, switches, plug/sockets etc. will be of Havells / Anchor / Roma make. Modular type switches will be fitted.

(iii) Entire electrifications will be done with copper wire of adequate size and will be of Havells/Anchor or any other equivalent branded make.

(iv) Power plug arrangement shall be provided for A.C., T.V. & Telephone for all bedrooms and drawing, dining and in bathrooms Geyser.

Security Intercom: All flats will be linked to reception counter on ground floor.

Pranav Kumar Jena
04/12/2017

Vikramshila Developers Pvt. Ltd
R. K. Jena
02/12/2017
Director

Director

Vikramshila Developers Pvt. Ltd Sunrise



Water Supply: Submersible motor with accessories shall be provided in building with adequate supply of water with two submersible Boring of 400 feet each.

Generator: A Kirloskar/ mahindra/ eicher or any other equivalent Generator of adequate capacity shall be provided

Lift: Otis/Kone/Jhonson or similar brand lift shall be provided in every block.

Other Specification:-

1. Small temple & tulsi asthan at eshan cone.
2. Fire fighting & safety system-Wet and dry type.
3. High Voltage power earthing.
4. Lighting arresters on top of the building
5. fool proof sewage & sewerage system.
6. Water drainage & pumping system
7. Rain water harvesting system.
8. Elegant designer entrance with foyer and security cabin.
9. Guard room with wash room.
10. Bath room, kitchen and service balcony—anti skid ceramic floor tiles.

Be it noted that this land is not attracted in ceiling settlement, graveyard, waft board, trust board and any other legal proceeding.

IN WITNESS WHEREOF the parties have here to set an subscribed their respective hands and SIGNED AND DELIVERED

Date :- 04.07.2020

Place : Bhagalpur

LANDOWNWEES

1. Pranav Kumar Tewary: Pranav Kumar Tewary
4/7/2020
2. Hemant Kumar Tewary: Hemant Kumar Tewary
4/7/2020
3. Santosh Kumar Tewary: Santosh Kumar Tewary
4/7/2020

WITNESS: Nitesh Santholia

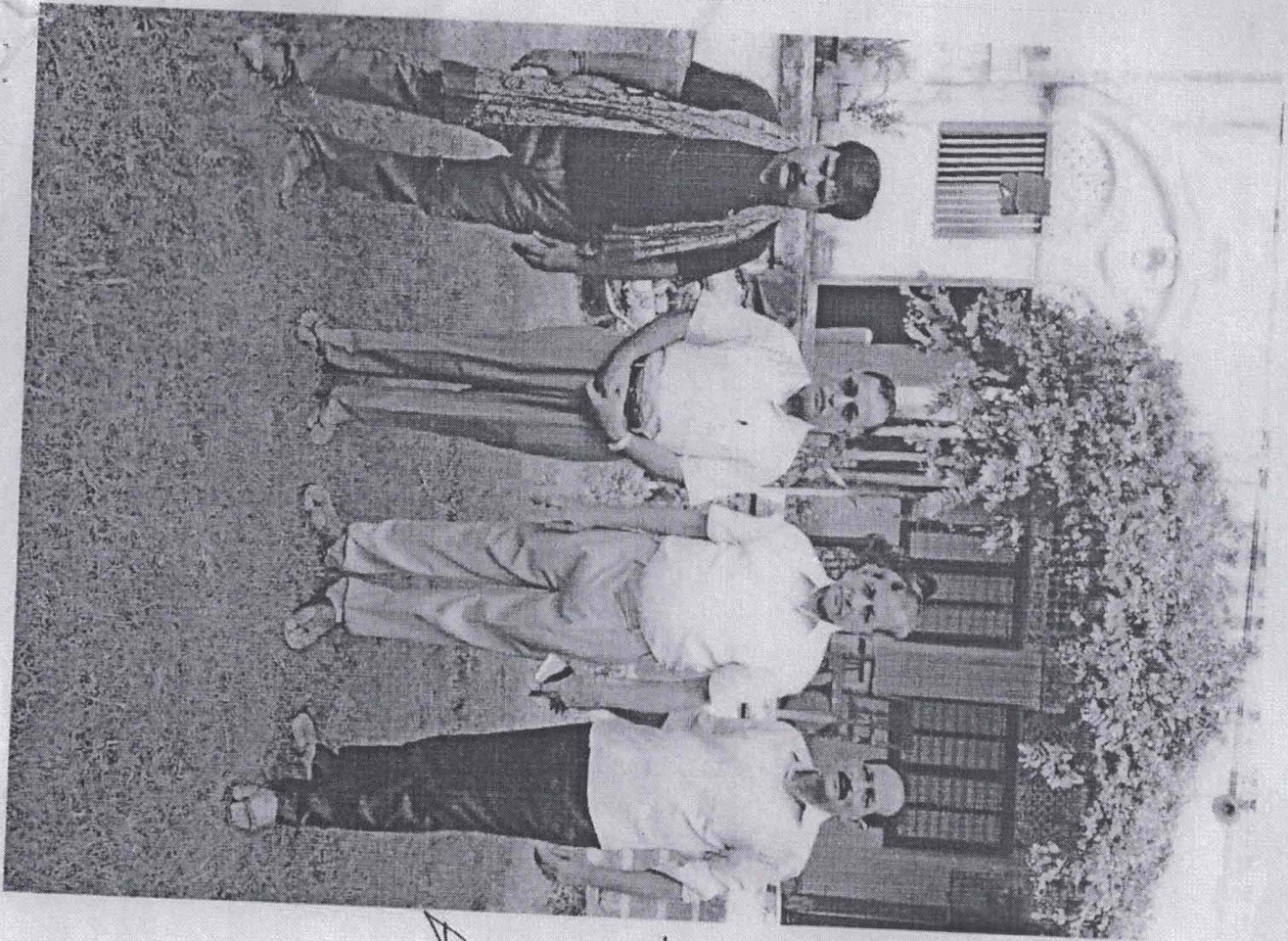
s/o Ratan Kumar Santholia
R/o Marwari tola hone
Bhagalpur-812002
9007114239 4/7/2020

DEVELOPER
Vikramshila Developers Pvt. Ltd

R. K. Santholia 4/7/2020
Director Director

Ratan Kumar Santholia
Vikramshila Developers Pvt Ltd.





Aman Kumar Tewary
04/07/2020

Hemant Kumar Dewary

Santosh Kumar Tewary
04-07-2020

T. NO - 4930 D - 4/07/2020

आदेशानुसार प्रारूपक क्रेता एवं विक्रेता द्वारा दिखाये गये
भूखण्ड, मुहल्ला/मौजा 972/272 - वार्ड नं० 4
थापन नं० 20 होनं 5.5A अन्तर्गत चण्डी प्रोलेन
रोड का दस्तावेज में वर्णित चौहदी के अनुरूप स्थल जाँच
किया गया/जाँचोपरान्त उक्त भूखण्ड पर खता खता क्षेत्र
बगंफोट मुफ्त/दोवार आर.सी.सी./आर.सी.सी./रामदा पोख
निर्मित है, जो व्यवसायिक/आवासीय/विकासशील प्रथम/
द्वितीय श्रेणी की है।

RCC खता 3617 x 1200 = 43,41,000/-

दीवार 320' x 7'5" x 5" = 6,00,000/-

कुल - 49,41,000/-

पद्मेश्वर ठाकुर

04/07/2020.



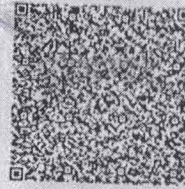
Vikramshila Developers Pvt. Ltd. Sunrise

A.K. Jha

Director



INDIA NON JUDICIAL Government of Bihar e-Stamp



4430

Certificate No.	: IN-BR10737858784775S
Certificate Issued Date	: 03-Jul-2020 01:25 PM
Account Reference	: SHCIL (FI)/ brshcil01/ BHAGALPUR/ BR-BHG/ BGP
Unique Doc. Reference	: SUBIN-BRBRSHCIL0112649197910026S
Purchased by	: RATAN KUMAR SANTHALIA
Description of Document	: Article 5 Agreement or memorandum of an Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: Not Applicable
Second Party	: RATAN KUMAR SANTHALIA
Stamp Duty Paid By	: RATAN KUMAR SANTHALIA
Stamp Duty Paid (Rs.)	: 0 (Zero)
Reg. fee (Rs.)	: 0 (Zero)
LLR & P Fee (Rs.)	: 0 (Zero)
Miscellaneous Fee (Rs.)	: 0 (Zero)
Discore SC (Rs.)	: 1,000 (One Thousand only)
Total Amount (Rs.)	: 1,000 (One Thousand only)



SCROLL CHECKED

*Locked By
Deepak Kumar*



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RS 0000911611

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. 0/-	Amt.Paid By N.J Stamp Paper	Rs. 0/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 795000/-

Rs. 795000/-

Registration Fee										LLR + Proc Fee	Service Charge			
FEE PAID	A1	0	C	0	H1b	0	K1a	0	Lii	0	LLR	0	1000	
	A8	0	D	0	H2	0	K1b	0	Liii	0	Proc.Fee	0		
	A9	0	DD	0	I	0	K1c	0	Mb	0	Total	0		
	A10	0	E	0	J1	0	K2	0	Na	0				
	B	0	H1a	0	J2	0	Li	0						
TOTAL-										0				
Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. -												1000		

Date: 04/07/2020

Registering Officer
Bhagalpur

Endorsement under section 52

Presented for registration at Registration Office, Bhagalpur on Saturday, 04th July 2020 by Pranav Kumar Tewary Deep Narayan Tewary by profession Others. Status - Executant

Signature/L.T.I. of Presentant *Pranav Kumar Tewary* Date:04/07/2020

Registering Officer
Bhagalpur

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Nitesh Santhalia' age '30' Sex 'M', 'Dr Ratan Kumar Santhalia', resident of 'Marwari Tola Lane,sona Patti,jagdishpur,bhagalpur'.), whose Names, Photographs, Finger Prints and Signatures are affixed as such on back page / pages of the instrument.



Date : 04/07/2020

Registering Officer
Bhagalpur

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Bhagalpur in Book 1 Volume No. 81 on pages on 448 -468, for the year 2020 and stored in CD volume No. CD-13 year 2020 .The document no. is printed on the Front Page of the document.

Date : 04/07/2020

Registering Officer
Bhagalpur

Token No. : 4930 Year : 2020 S.No. : 4861 SCORE Ver.4.1

Deed No. : d No. : 4788