

Caste Syed
M.M.
26/12



ATTESTED

26/12/19 Adv
ADVO. I
COURT, RANCHI



गैर मजसूबा प्रतिबंधित सूचि से
खाता... 34... प्लॉट... 854
का मिलान किया दर्ज नहीं पाया

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 26th day of December 2019.

BETWEEN

SYED MOHAMMAD ASIF (UID NO - 5619 7294 3471), (PAN NO - ADLPA3190M), (MOB No- 98799614766) Son of Syed Mohammad Umer, Grand Son of Haji Shujayet Ali, by faith Muslim, by Caste Syed, by occupation Service, resident of Flat No 15 A. K. Apartment, Razzaque Quarters, Behind Blood Bank, Dhatkidih, Jamshedpur P.S- Bistupur, District, East Singhbhum, Jharkhand, at Present resident of C/o Anwar Raza, Ranibagan, Near Bariatu Housing Colony, P.S Bariatu District Ranchi (hereinafter called the LAND OWNER/FIRST PARTY) of the ONE PART.

26.12.19
26.12.19



पुस्तक मजसूबा की सूचि के अनुसार
एवं खाशगदल की सूचि में
वर्णित प्लॉट दर्ज नहीं है
26/12

AND

SAI ASSOCIATES registered under R.M.C. vide registration No 137/2015 dated 21.07.2015 a Partnership firm having its office at Sai Vatika, Phase - 2, Veer Kunwar Singh Colony, Hinoo, P.S Doranda, District Ranchi, 834002, Jharkhand through its Partner **SRI SUJEET KUMAR, (PAN NO AIUPK9022A), (AADHAR 2884 5336 3198), (MOB NO - 9835139992) S/o Late K.P. Padmanabhan, Grand Son of Late Ramunni Nambiar by faith Hindu, by caste Nair, by occupation Business, resident of New Shivpuri Colony, Hinoo, P.S Doranda, District Ranchi, Jharkhand, Indian Citizen DEVELOPER/SECOND PARTY)** of the **OTHER PART**.

The terms and expression **FIRST PARTY** and **SECOND PARTY** where ever used in this presents shall always unless either expressly or by necessary implications excluded by or repugnant to the contexts mean and include their respective representative executors, successors and assigns.

WHEREAS Syed Mohammad Asif (first Party) is the absolute owner of land measuring an area of Kathas 8 Kathas 5 Chattak 15 Sq ft (13.78) Decimal being Revisional Survey Plot No 854, Sub Plot No - 854/Part under Khata No 34, situated at Mouza- Bariatu, Thana No. 193, P.S. Bariatu, in the Town and District of Ranchi, in the State of Jharkhand, more fully described in First Shedule hereunder. The First Party has purchased the said 8 Kathas 5 Chattak 15 Sq ft of land under Khata No. 34, R.S. Plot No. 854, Sub Plot No. 854/Part situated at Mouza- Bariatu, Thana No. 193, Ward No. 8, P.S. Bariatu, District. Ranchi from Sri Mahendra Singh by virtue of a registered Sale Deed, the sale deed registered before the District Sub Registrar, Ranchi on 04.08.1988 and entered in Book No. I, Vol. No. 57, pages from 314 to 324 Deed No. 8565/8075 in the year 1988.

AND WHEREAS the land of Village Bariatu, Thana No. 193, R.S. Khata No. 34, R.S. Plot No. 854, Area 2.98 Acres has been recorded in R.S. Record of Right in the name of Rani Harsh Mukhi Dasi as the executrix to the Estate of Raja Manindra Chandra Sinha.


26.12.19



AND WHEREAS Raja Manindra Chandra Sinha was landlord of the above mentioned land who died on 04.11.1922 died leaving behind three minor sons namely (1) Kumar Bimal Chandra Sinha (2) Kumar Amresh Chandra Sinha and (3) Kumar Birendra Chandra Sinha.

AND WHEREAS said Raja Manindra Chandra Sinha had executed a will in favour of above referred three sons and had appointed Rani Devendra Bala Dasi and Rani Harsh Mukhi Dasi as executrix in the said will.

AND WHEREAS the said executrix obtained probate of the said will from Calcutta High Court being Probate Case No. 65 of the year 1922.

AND WHEREAS Rani Devendra Bala Dasi died and after her death only Harsh Mukhi Dasi maintained the Estate as sole executrix accordingly her named entered in R.S. Record of Right which published in 1932.

AND WHEREAS Rani Harsh Mukhi Dasi handed over the charge of entire Estate including the property of Village Bariatu, Ranchi to the above mentioned (1) Kumar Bimal Chandra Sinha (2) Kumar Amresh Chandra Sinha and (3) Kumar Birendra Chandra Sinha when they become major and put them in possession of the same.

AND WHEREAS Kumar Bimal Chandra Sinha died on 17th April 1961 leaving behind his only son and legatee Atish Chandra Sinha and the said Atish Chandra Sinha obtained probate will of his father from Calcutta High Court being Probate Case No. 207 of the year 1961.

AND WHEREAS Kumar Amresh Chandra Sinha died on 16th November 1953 leaving behind his only son Kumar Atish Chandra Sinha who was minor then.

AND WHEREAS Rani Ameya Bala Sinha the mother of Kumar Amresh Chandra Sinha and Smt. Abha Sinha widow of Late Kumar Amresh Chandra Sinha obtained Probate as executrix of the will left by the Late Kumar Amresh Chandra Sinha from the Calcutta High Court being Probate Case No. 145 of the year 1954.

AND WHEREAS by a deed of declaration and release the said executrix have on the 26.05.1964 relinquished their excutrionship and handed over the charge of the Estate with administration to Sri Adhesh Chandra Sinha.

AND WHEREAS Kumar Brindaban Chandra Sinha died on 6th Feb 1966 leaving behind his only son and legatee Sri Bikash Chandra Sinha.

AND WHEREAS Bikash Chandra Sinha obtained probate of will of his father from Calcutta High Court vide Probate Case No. 134 of 1966.

AND WHEREAS Atish Chandra Sinha, Adhesh Chandra Sinha and Bikash Chandra Sinha being sole owner had sold 8 katha 5 Chattak 15 Sq ft of land out of R S Plot No. 854, Khata No. 34 situated at Village Bariatu, Thana No. 193, District Ranchi, in favour of Sri Ram Narayan Singh S/o Sri Parwat Singh vide Deed No. 6973 dated 27.07.1982, Book No. 1, Volume No. 56, Page No. 252 to 262 in the year 1982.

AND WHEREAS said Ram Narayan Singh sold the said land measuring 8 Katha 15 Chhatak and 15 sq.ft. in favour of Sri Mahendra Singh son of Sri Jang Bahadur Singh by virtue of registered Deed No. 7069 of sale on 31.07.1982, registered at Ranchi and entered in Book No. 1, Volume No. 59, Page No. 24 to 32, year 1982.

AND WHEREAS said Sri Mahendra Singh son of Sri Jang Bahadur Singh sold the said land measuring 8 Katha 15 Chhatak and 15 sq.ft. in favour of Syed Mohammad Asif son of Late Syed Mohammad Umar by virtue of registered Deed No. 8075 of sale on 04.08.1988, registered at Ranchi and entered in Book No. 1, Volume No. 57, Page No. 314 to 324, year 1988.

AND WHEREAS after purchasing the said Land First Party have mutated his name in the office of Town Anchal Ranchi vide mutation Case No. 3085/R-27/90-91 and paying rent to govt. of Jharkhand regularly vide Rent Receipt No. 1497615796 entered in Volume No 6 Page No 138 and also Mutated in Ranchi Municipal Corporation Ranchi vide Holding No 0080005438000Z0 and paying Taxes to the Government regularly.

AND WHEREAS the Landowner is interested for development of his land mentioned in First Schedule and has negotiated with the DEVELOPER for development of the said land by constructing multistory building as per the provisions of Ranchi Municipal Corporation/Competent authority.

AND WHEREAS The OWNER has represented that he is absolutely seized and possessed of and otherwise well and sufficiently entitled to the LAND PROPERTY described in FIRST SCHEDULE.

AND WHEREAS In the facts and circumstances as aforesaid the OWNERS approached and requested the BUILDER to develop the LAND PROPERTY and believing on the representations and disclosures of the OWNERS about the same being full and correct disclosures, the BUILDER has agreed to the request of the OWNERS and parties hereto have agreed to develop the LAND PROPERTY on the terms and conditions herein below mentioned.

AND WHEREAS As agreed between OWNER and the BUILDER a adjustable sum of Rs. 1,00,000/- (Rupees One Lakh only) by cheque No 573363, dated 28.01.2016 has been received by the owner at the time of this agreement.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the OWNERS and BUILDER hereto as follows:

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the OWNERS and BUILDER hereto as follows:

ARTICLE-I DEFINITIONS

1.1 **OWNER** shall mean **SYED MOHAMMAD ASIF** S/o Syed Mohammad Umer, a resident of D-4, Danish Apartment, Razzaque Quarters, Behind Blood Bank, Dhatkidih, Jamshedpur- 832001, Dist. - East Singhbhum (Jharkhand) Ranchi Address: C/o Anwar Raza, Ranibagan, Near Bariatu Housing Colony, Ranchi (Jharkhand) and his executors, administrators, representatives, heirs, successors in interest.

- 1.2 **BUILDER** shall mean the **M/S SAI ASSOCIATES** a Partnership firm represented by its partner successor in interest and assigns.
- 1.3 **LAND PROPERTY** shall mean all that piece and parcel of land together Flats standing thereon being more particularly described in **FIRST SCHEDULE** and shown within red delineation and with measurements in the Sketch map attached to this agreement as part hereof.
- 1.4 **BUILDING** shall mean the building to be constructed on the **LAND PROPERTY** in accordance with the plan to be sanctioned by the Ranchi Regional Development Authority/Ranchi Municipal Corporation.
- 1.5 **FLAT** shall mean super built up area and covered space consisting of bedrooms, living rooms, bathroom, kitchen, balcony, veranda etc. more particularly described in part one of **SECOND SCHEDULE**.
- 1.6 **PARKING SPACE** - It shall mean any place in covered area reserved for parking of motor car more particularly described in part two of **SECOND SCHEDULE**.
- 1.7 **COMMON FACILITIES** - Common facilities and amenities shall include corridors, hall ways, stairways, passage ways, shifts, drive ways, common lavatories, pump room, tube well, over head tank, water pumps and motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building including the roof and terrace of the building more particularly described in **THIRD SCHEDULE**.
- 1.8 **COMMON EXPENSES** – It shall mean and include a proportionate share of the cost, charges and expenses for working, maintenance, upkeep, repairs, replacement of common parts and common facilities including proportionate share of municipal and property tax and other taxes and levies and related to or connected with the said building and land property more particularly described in **FIFTH SCHEDULE**.



- 1.9 **SALEABLE SPACE** - It shall mean the space in the building available for independent use and occupation after making due provisions for common facilities and the space required thereof.
- 1.10 **OWNERSS' ALLOCATION** - It shall be thew-constructed area in form ofa flats (more particularly described in second schedule) in the aforesaid building as per specifications mentioned in **FOURTH SCHEDULE** herewith and agreed upon by the **OWNERS**.
- 1.11 **BUILDER'S ALLOCATION** - It shall mean the total constructed area in the aforesaid building together with the right title interest in common facilities and amenities including the right to the user thereof and also the car parking space available at the said premises after providing for **OWNER'S** allocation.
- 1.12 **TRANSFER** with its grammatical variations shall transfer by voluntary handling over of possession and by any other means adopted for effecting what is understood as a transfer of space in multi-storeyed building to purchase thereof although the same may not be within the definition of the term as given in the transfer of Property Act or other enactments.
- 1.13 **TRANSFEE** - It shall include any natural or juristic person like Company, Association or persons competent to enter into contracts and to whom any space in the building has been transferred.
- 1.14 **SUPER BUILT UP AREA** shall mean and include the carpet area of flat, wall area, verandah/balcony/cupboard area, the proportionate area of staircase, guardroom and generator room if any.
- 1.15 Words importing singular shall include plural and vice versa.
- 1.16 Words importing masculine gender shall include feminine and neuter genders. Like wise words importing feminine genders shall include masculine and neuter genders and words importing neuter genders shall include masculine and feminine genders.
- 1.17 It is agreed upon that name of the Apartment shall be named as **"SAI RESIDENCY"**.

ARTICLE-II - COMMENCEMENT

This Agreement shall deem to have commenced with immediate effect.

ARTICLE-III - THE SCHEME

The scheme as formulated by the BUILDER and agreed by the OWNERS provides as follows:

1. The BUILDER will invite and select purchaser(s) agreeing to acquire on an OWNERSHIP basis flat/flats in the building on the land property more specified in the First schedule. BUILDER would construct flats along with other common parts, common amenities and common facilities appertaining to the same.
2. The BUILDER shall, if it feels necessary, be entitled to nominate any such intending purchase to the OWNERS with whom the BUILDER would have entered into a formal agreement. The Intending purchaser as the nominee of the BUILDER shall enter into an agreement of sale with the OWNERS or their authorized attorney for purchase of an undivided proportionate share of LAND PROPERTY. In the agreement of sale will be prepared, inspected and approved by the BUILDER who may join as a confirming party. It shall be obligatory for the OWNERS to enter into such agreement with an intending purchaser who is nominee of the BUILDER.
3. The BUILDER shall get necessary plans sanctioned from R.M.C. (Ranchi Municipal Corporation) and the OWNERS hereby empower the BUILDER to sign any document required for sanction of plan.
4. After the delivery of the possession of the flats in the aforesaid building by the BUILDER to the OWNERS they shall enjoy all the rights and privileges and will be subjected to the same liabilities as other flat OWNERS as provided in the Builders Agreement or otherwise.
5. It shall be the work of the BUILDER to make the LAND PROPERTY ready and suitable for development at its own cost and any material or thing retrieved or anywhere recovered in the process shall be property of the BUILDER,



ARTICLE-IV: BUILDER'S RIGHT

1. The OWNERS hereby grant subject to what has been hereinafter provided, the exclusive right to the BUILDER to build, construct, erect and complete the said building and to commercially exploit the same by entering into agreement for sale and/or transfer and/or construction in accordance with the plan to be sanctioned by the R.M.C with or without amendment and/or modification made or caused by the BUILDER.
2. The BUILDER shall be entitled to prepare, modify or alter the plan and to submit the same to the R.M.C in the name of the OWNERS or as may be required under R.M.C rules at its own costs and the BUILDER shall pay and bear all fees including Architect's fees, charges and expenses required to be paid or deposited for obtaining the sanction of the RMC and for the construction of the building on the LAND PROPERTY provided however that the BUILDER shall be exclusively entitled to all here the refunds of any or all payments and/or deposits made by the BUILDER.

ARTICLE V: APARTMENT CONSIDERATION



1. On the OWNERS' representation about their title to and possession over the LAND PROPERTY and relying upon OWNER'S personal SAI ASSOCIATES guarantee that they have made full and correct disclosures and they have full right, indefeasible title and absolute authority to enter into this agreement and in consideration of the OWNERS having agreed to permit the BUILDER to commercially exploit the LAND PROPERTY and construct, erect and complete the building on the premises as a whole, the BUILDER agrees:
 - 1 a) To prepare plan and cause the said plan to be sanctioned and to incur and bear all costs charges and expenses for preparation design and sanction of the plan.
 - b) At its own costs to obtain all necessary permissions and/or approvals and/or consents.



- c) To pay all costs of supervision of the development and construction of the OWNER'S allocation in the building at the said premises.
- d) To bear all costs charges and expenses for construction of the building at the said premises.
- e) To allocate the OWNER'S allocation of the constructed area in the building to be constructed at the said premises (hereinafter called "the said OWNERS allocation").
- f) To give possession of the OWNER'S allocation within thirty six months of beginning of construction work or receipt of sanctioned plan from RMC whichever is later.

The aforesaid shall constitute a consideration for grant of exclusive right for development of the said LAND PROPERTY.

ARTICLE-VI - OWNER'S ALLOCATION

1. The Builder shall at its own costs construct, create and complete in all respect the said building and shall allocate to the OWNERS 45 % of super builtup area of the total sanctioned area in the aforesaid building constructed by the said Builder as mutually agreed upon corresponding car parking space in the stilt as per the RMC sanctioned Plan. 
2. In case the total area of all the flats to be given to the Owner, and other co-sharers increased or decreased the cash value shall be adjusted as follows: Variation in area @ Rs. 1100/- (Eleven hundred) (or as prevalent at the time of allotment) per square feet. However, such variation will not be more than 200 Sft. 
3. It is agreed between the parties that the OWNERS shall have no interest in the land on the building except the flats more particularly described in Schedule Two. It is clearly understood that all the cost including the cost of the flats, proportionate share of land or any other shall be paid to the BUILDER by the purchasers of the flats although the sale deed shall be executed by the OWNERS in favour

of the purchasers of his part of share of flats. BUILDER shall manage of its own.

4. Save and except in respect of OWNER'S allocation in form of right over flat/flats the easements, quasi easements, benefits privileges and advantages (more particularly described in Sixth Schedule) in common to be conferred in favor of the OWNERS, the OWNERS shall not have any claim or right of any nature in other flat, floor spaces and area of the said property and/or the said building adjoining above or beneath of their flat/flats.

ARTICLE-VII: BUILDER'S ALLOCATION

- 1 In consideration of the above the BUILDER shall be entitled to the saleable space in the building to be constructed at the land property together with the proportionate undivided share on the said land and also together with the proportionate undivided share in the common parts and facilities and other service area in the said building after providing to OWNER'S allocation as provided in Article-VI herein above and the BUILDER shall be entitled to enter into agreement for sale and transfer the BUILDER'S allocation and to receive realize and collect all moneys in that respect and it is hereby expressly agreed by and between the parties hereto that for the purpose of entering into such agreement it shall not be obligatory on the part of the BUILDER to obtain any further consent of any of the OWNERS and this agreement by itself shall be treated as consent by the OWNERS.

- 2 The BUILDER shall be entitled to mortgage charge or to deal with the builder's allocation and the right title interest under this agreement.

ARTICLE-VIII: FORCE MAJEURE

- 1 The BUILDER shall not be liable to any obligation hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.

- 2 Force Majeure shall mean flood, riot, war, storm, tempest, civil commotion, strike, lockout, and/or any other act or omission beyond the control of the BUILDER.

ARTICLE-IX: MISCELLANEOUS

- 1 The OWNERS and the BUILDER have entered into this agreement purely on contractual basis and nothing contained herein shall be deemed to construe a partnership between the BUILDER and the OWNERS or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitute as an association of persons.
- 2 It is understood that from time to time to facilitate the construction of the building by the BUILDER and transfer of flats various deeds matters and things not herein specified may be required to be done by the BUILDER and for which the BUILDER may need the authority of the OWNERS and various applications and other documents may be required to be signed or may by the OWNERS relatives to which specific provisions may not have been mentioned herein. The OWNERS hereby undertake to do all such acts, deeds, matters and things that be reasonably required to be done in the matter and the OWNERS also undertake to sign and execute all such additional applications and other documents as the case may be provided that all such deeds matters and things do not in any way infringe on the rights of the OWNERS and/or go against the spirit of this agreement. The OWNERS is also executing an irrevocable general Power of Attorney in favour of the BUILDER and its nominee so that there may not be any delay or difficulty because of absence or any other incapacitating cause on the part of OWNERS.
- 3 Any notice required to be given by the BUILDER shall without prejudice to any other mode of service available be deemed to have been served on the OWNERS if delivered by hand to any of them and duly acknowledged or sent by pre-paid registered post with acknowledgement due and shall likewise be deemed to have been



served on the BUILDER if delivered by hand or sent by pre-paid registered post to the Registered Office of the BUILDER.

- 4 Nothing in these presents shall be constructed as a demise or assignment or conveyance in law by the OWNERS of the land property or any part thereof to the BUILDER or as creating any right title or interest in respect in the BUILDER other than an exclusive license to the BUILDER to commercially exploit the same in terms hereof Provided, however, that the BUILDER shall be entitled to borrow money from any bank or banks or other financial institutions.
- 5 As and from the date of completion of the building the BUILDER and/or its transferees and the OWNERS and/or his transferees shall be liable to pay and bear proportionate charges on account of all taxes and other impositions payable in respect of the space.
- 6 There is no existing agreement regarding the development or sale of the said premises and that all other arrangements if any, prior to this agreement have been cancelled and are being superseded by this agreement.
- 7 The OWNERS assure and guarantees that the Land Property is free from all encumbrance, attachment, charge, claim or demand whatsoever by or from anywhere whosoever and that he has absolute authority, perfect right and indefeasible title to enter into this Development Agreement with the BUILDER and that the OWNERS shall not only compensate all and whatsoever loss or damage that may be suffered by the BUILDER because of any defect and/or deficiency in OWNER'S title and/or possession of the Land Property but shall also be penally liable for causing wrongful loss to the BUILDER and wrongful gain to himself by misrepresentation.
- 8 It shall be obligatory on the part of the OWNERS to become member of the flat OWNERS association or society formed by the members staying in the said building and this association of the flat OWNERS will repair and maintain the property and shall pay all the charges or

various Government duties and levies and taxes or any other outgoing relating to the said property. The expenses accrued on all this accounts or any other account relating to the said land property and the building shall be payable by all the flat OWNERS. the flat OWNER'S association shall be apex body relating to interest of all the flat OWNERS and shall work for the peaceful living of all members.

- 9 The OWNERS shall, from the date of taking possession, maintain the said flats at their own cost in a good and tenable condition and shall not do or cause to do anything in or to the said building or part thereof which may be against the bylaws of local authority or any of the statutory bodies of which may cause hardship to other co-occupants nor shall the OWNERS alter or make additions in or above the said building/flat or part thereof.
- 10 The building shall be completed within 36 months from the date of sanction of plan by R.M.C subjected to the force majeure clause above.
- 11 The municipal taxes, land revenue and electricity etc. will be borne by the BUILDER from the date of vacation of the existing house by the OWNERS till the possession of OWNER'S flat is given.

ARTICLE - X: LEGAL PROCEDURES

- 1 It is hereby expressly agreed by and between the parties hereto that it will be the responsibility of the OWNERS to defend all actions and proceedings in respect of the title and/or possession of the Land Property.
- 2 The OWNERS give Irrevocable Power of Attorney by this Agreement in favour of the said BUILDER M/S SAI ASSOCIATES through which the said BUILDER is authorized to develop land according to feasibility, fix up purchasers and in general carry all the necessary activities required for the purpose of construction and disposal of flats as per sanctioned plan to the advantage and convenience of all the associated parties. An Irrevocable General Power of Attorney is

being executed and the same shall be read along with this agreement.

- 3 The OWNERS is herewith handing over Photocopies/Originals of all the relevant documents regarding title, possession, municipal taxes and other legal papers concerning the land property referred above. The OWNERS further assure and confirm to provide to the BUILDER any other documents required in connection with the said property within a reasonable time at his expenses.
- 4 Courts of Ranchi alone will have the jurisdiction in all legal matters arising out of or concerning this transaction.
- 5 This agreement is irrevocable and both parties shall have to abide by all the terms and conditions mentioned herein.

The First Schedule above referred to: (LAND PROPERTY)

All the peace and parcels of land measuring 8 Katha 5 Chattak 15 Sq ft 6000 Sqft. (13.78 Decimal) More of less being a portion of R.S. Plot No. - 854, being Khata No. 34 situated at Rani Bagan, Village - Bariatu, Thana No.- 192, within Ward No. 8, Holding No. 0080005438000Z0 of Ranchi Municipal Corporation Ranchi measuring more or less by standard measurements butted and bounded on the

North : Land of Lala Tarun Kumar
South : Land of R. Krishnan
East : Land of R. Shanker
West : 20 feet wide road

Total Land area 8 Katha 5 Chattak 15 Sq ft (13.78 Decimal)

Total Commercial Value of the land 61,77,500/- for the registration purpose.

The Second Schedule above referred to :

(Part -1)

Flats as follows: - The Builder shall at its own costs construct, create and complete in all respect the said building and shall allocate to the OWNERS

flats total admeasuring 45% of the total sanctioned super built-up area in the aforesaid building by the said Builder as mutually agreed upon and corresponding car parking space in the stilt.

(Part - II)

Parking space in the stilt which is not the part of common area shall be used for parking of cars etc. as per the allotment made by the BUILDER.

LAND OWNER SHARE

S No	Flat No	Floor	Super Built area	Carpet Area
1	101	First Floor	1573	1180
2	102	First Floor	1573	1180
3	103	First Floor	1373	1029
4	303	Third Floor	1373	1029
5	402	Fourth Floor	1573	1180

DEVELOPERS OWNER SHARE

S No	Flat No	Floor	Super Built area	Carpet Area
1	201	Second Floor	1573	1180
2	202	Second Floor	1573	1180
3	203	Second Floor	1373	1029
4	301	Third Floor	1573	1180
5	302	Third Floor	1573	1180
6	401	Fourth Floor	1573	1180
7	403	Fourth Floor	1373	1029

The Third Schedule above referred to: (COMMON FACILITIES).

1. The foundation, columns, beams, supports, corridors, lobbies, stairs, stairways, landings, entrances and exits, iift.
2. Pumps installation, pump room and room for staff or workers if any.

3. Common passages drive ways excepting car-parking areas if any.
4. Tube well, water pump, water tank or reservoir, water pipes and other common plumbing installations.
5. Electrical wiring, meters and fixtures (excluding those as are installed for any particular flat).
6. Drainage Santage and main water pipelines.
7. Boundary including outer sidewalls of the said building and the main gate.
8. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space in or about the said building as are necessary for passage to user and occupancy of flat or flats in common and as are easement of necessary or the building but excluding car parking space and areas.

The Fourth Schedule above referred to : (SPECIFICATION)

The specifications of the flats shall be as follows:

Foundation treatment	:	R.C.C. Column and pedestal with anti termite - both in foundation and plinth.
Structure	:	Earth Quake resistant foundation/footing and R.C.C. Frame Structure, as per design of structural consultant
Walls mortar and	:	All internal wall shall be plastered with Cement finished with plaster of paris, all external wall shall be painted with cement based paint.
Floors	:	Flooring shall be finished with Vitrified Tiles in entire area.
Doors	:	Doors shall have wooden frame (chawkhats) and 32mm flush door painted with synthetic enamel over a coat

of primer. The door shall have standard fittings and fixtures.

Windows : Windows shall have two track aluminum section frame with 4mm thick glass.

Kitchen : Marble working platform with stainless Steel sink, ceramic tiles dado up to 24" height above kitchen counter. Electric chimney & aqua guard connection shall be provided.

Water Arrangement : Connection with deep tube well with Overhead tank and connected by submersible pump.

Toilets : Toilet shall have concealed water pipe lines for hot & cold water. White glazed vitreous sanitary ware of Hind ware make, walls shall have 6' high dados of ceramic tiles. All chromium plated fittings shall be jaguar (continental range) equivalent make.

Electrical : Concealed copper wiring through PVC Conduit pipes/fittings with standard fittings and fixtures Anchor's Make (Tube lights, fans and other fixtures not provided).

Amenities : One common lift. water supply from Deep T/Wells through overhead tanks, connection of 12 KVA from the ancillary generator for each flat. Cables & plug sockets for two T.V./Telephone points and for call bells.

The Fifth Schedule above referred to: (COMMON EXPENSES)

1. The expenses of administration, maintenance, repair, replacement of the common parts and equipment and accessories common areas and facilities including whitewashing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, staircase, landings, gutters, rainwater pipes, motor pump, tube well, wiring and installation sewers, drains and all other common parts, fixtures, fittings and requirements in, under or upon the building enjoyed or used in common by the OWNERS, intending purchasers, co-purchaser or other occupiers thereto.
2. The cost of cleaning, maintenance and lighting the main entrance, passages, landings, staircase and other parts of the building as enjoyed or used in common by the occupiers of the said building.
3. The salaries of managers, clerks, bill collectors, chowkidars, plumber electricians, sweepers etc. if any.
4. The costs of working repairs, replacements and maintenance of pumps, tube wells and other plumbing works including all other service charges for services rendered in common to all occupiers.
5. Municipal taxes and other taxes and other outgoing etc.
6. Insurances of building against earthquake, fire, mob damages and civil commotion etc.
7. All electrical charges payable in common for the common portions of the said building.
8. All such other expenses including printing & stationery also all expenses incurred in respect of any dispute with Deoghar Municipal Corporation or any other local authority, Government, insurance company or any other persons in relation to or be deemed by the BUILDER or any ad-hoc committee or association of the occupiers to be necessary or incidental to the maintenance and upkeep of the said building

The Sixth Schedule above referred to :

1. The intending purchasers shall be entitled to all rights, privileges, vertical and lateral supports, easements, appendages and appurtenances whatsoever belonging to the said building or therewith usually held, used, occupied or enjoyed or reputed or known as part or parcel thereof and appurtenances hereinafter more particularly set forth in the seventh schedule hereto.
2. The right of way in common as aforesaid in, to and upon all common passages, driveways, entrances at all times for all purposes connected with the reasonable use and enjoyment of the said flat and comprised within the said building and property and it is hereby declared that nothing herein contained shall permit the purchaser or persons deriving title under the purchaser and/or his/her/their/its servants and employees invitees and/or customers to obstruct in any way by vehicle, deposit of materials, rubbish or any other thing, the free passage of other persons properly entitled to rights of way as aforesaid along with the common passages, driveways, and entrance as aforesaid.
3. The right of protection of the said flat by or from all other parts of the building and property so far as they protect the same.
4. The right of flow in common as aforesaid of electricity, water and waste or soil from lacing or cleaning any part or parts of the said flat so far as such rebuilding replacing, repairing or cleaning as aforesaid cannot be reasonably be carried out without such entry and in all such cases except in emergent situations upto giving 48 Hrs. previous notice in writing of the purchasers intention so to enter to the Builder/OWNERS/co-purchaser/occupiers property entitled to the same.

The Seventh Schedule above referred to:

The under mentioned rights, easements, quasi easements and privileges appertaining to the said flat shall be expected and be reserved up to the

BUILDER and other co-purchasers and/or occupiers of other part or parts of the said building.

1. The right of flow in common with the purchasers and other persons aforesaid of electricity, water, soil or waste from and to any part (other than the said flat) to the other part of the said building through pipes, drains, wires or conduits lying or being in under through or over the said flat and so far as may be reasonably necessary for the beneficial use occupation and enjoyment of other parts of the building.
2. The right of protection of other part/parts of the said building or all parts of the said flat as far as the same can or does normally protect.
3. The right as would otherwise become vested in the purchaser by means of any structural alteration to the said flat or otherwise in any manner to lessen or diminish any support enjoyed by other parts or part of the said building.
4. The right with or without workmen and necessary materials to enter from time to time upon the said flat for the purpose of rebuilding, repairing, cleaning or replacing so far as may be necessary such pipes, drains, wires and conduits as aforesaid provided always that save in case of emergency the BUILDER, co-purchaser and occupiers of other part or parts of the said building shall give to the intending purchaser at prior 48 hrs. Written notice of its or their intention for such entry as aforesaid.

CERTIFICATE

THIS IS TO CERTIFY that the land which is subject matter of these presents and mentioned in the schedule is not the Govt. land. The same was neither acquired by the Government for civil or military purpose nor it is Bhoodan land, the land is outside from forest area limit and it does not belong to C.C.L, B.C.C.L. or E.C.L.

IT IS FURTHER CERTIFIED that the land does not belong to Adivasi Khata, nor connected with any member of Scheduled Tribe and this land is free from CNT and ceiling. It is not the land of any Temple,

Math, Church or Mosque. It is also not the Khas Mahal, Khuntkatti, Sarna, Masna, Hargarhi, Fodder Scam, Land Scam, and it is also certified that the said land has not been mortgaged with any financial institution.

IN WITNESS WHEREOF the parties hereto have here unto set and subscribed their respective hands and seals on this the day of December 2019 at Ranchi after fully understanding the contents of these presents.

WITNESSES

1. Sangeer Shrivastav
S/o Sri Surendra kr Shrivastav
Sandhya Nikas,
Saryu marg, New Saket
Nagar, Hind. Ranchi

Adhar NO = 730002002816
PA - 9835115138

[Signature]
26/12/19

FIRST PARTY/ LAND OWNER






2. Pradeep Kumar
Hindoo Basti, Shukla
colony Hindoo
Ranchi-2 (Tharakhond)

Aadhaar NO: 427301674922
M. NO: 9835310854

26.12.19

[Signature]
26.12.19
26/12/19

SECOND PARTY/DEVELOPER

				
Little	Ring	Middle	Index	Thumb



ATTN

[Signature]
26/12/19, Adh

Certified that the finger prints of the left hand of each person whose photographs is affixed in the document have obtained by me or before me.

Typed by :- S. Kumar

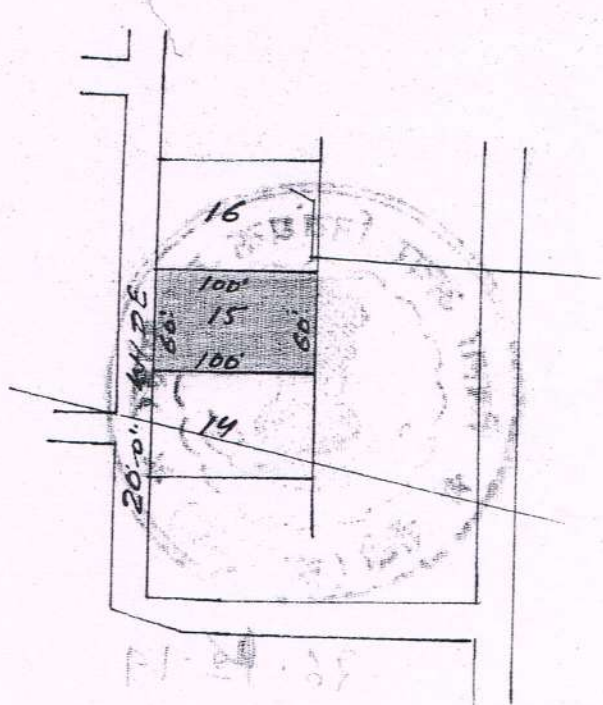
Drafted by

[Signature]
26/12/19, Adh
Sunil Kumar
ADVOCATE
CIVIL COURT, RANCHI



VILLAGE - BARIATU
THANA NO - 193
THANA & DIST - RANCHI
R.S. Plot No - 854
SUB Plot No - 854/15
SHOWN IN RCD MAP

AREA
K-CH-SFT
8-5-15



[Handwritten signature]

[Handwritten signature]

26.12.19

[Handwritten signature]