

झारखण्ड JHARKHAND



9.5.16

PP Singh

S. N. Sharma

S.D. SINGH CONSTRUCTION CO. PVT. LTD.

Singh
DIRECTOR, 09/05/16

Known to me and sign before me

Attocate, Jamshedpur

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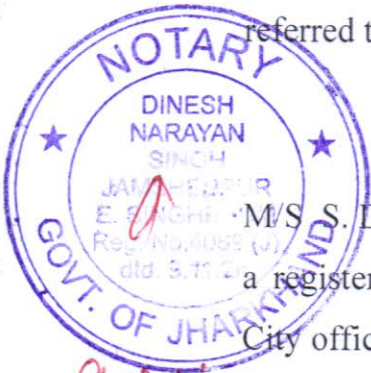
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 9th DAY OF May, 2016 AT JAMSHEDPUR.

BETWEEN

ABDUL BARI SAHAKARI GRIH NIRMAN SAMITI LIMITED, Jamshedpur
a registered Co operative Society with its registration no. 26/Singhbhum, dated
25th January 1998 under the Bihar & Orissa Co operative Society Act

represented by its President Shri RAKESH PRATAP SINGH Son of Late Kali Shankar Singh faith Hindu by Caste Rajput by Nationality Indian occupation Service resident of Qr No- C – 24 NIT Campus Adityapur Nit Jamshedpur 831014 and its Secretary Shri SARBANAND SHARMA Son of Late Ram Janam Singh, by occupation Service, by faith Hindu, by Caste - Bhumihar, by nationality Indian, resident of Qr. No. 24 / 2 / 3, Road No. 21, Adityapur-1, P.S. Adityapur, Dist. Seraikella-Kharsawan, Jharkhand, hereinafter called and referred to as the OWNER/ FIRST PARTY of the ONE PART; PAN-



AND

M/S S. D. SINGH CONSTRUCTION COMPANY PRIVATE LIMITED, a registered company incorporated under the Company Act, 1956 having its City office at 203, Gajraj Mansion, 2nd Floor, P.O.& P.S. Bistupur, Jamshedpur – 831001, District East Singhbhum, Jharkhand, represented by its Director, SHRI PRABHAKAR SINGH, son of Late S. D. Singh, Indian Inhabitant, residing at Ulliyam House, S.D Singh Path, P.O.& P.S. Kadma, Jamshedpur – 831005, District East Singhbhum, State of Jharkhand, hereinafter called the BUILDER/ SECOND PARTY of the OTHER PART;

In this Development Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto;

- a) The “Owner / First Party” means the above Society named Abdul Bari Sahakari Grih Nirman Samiti Limited, includes his heirs, executors, administrators claiming under or intrust of her and assigns.

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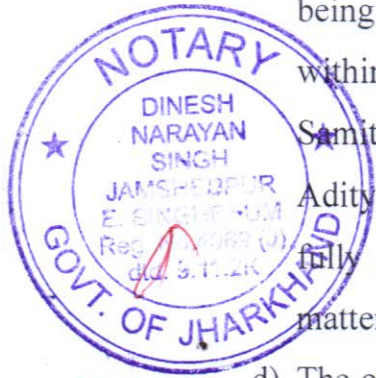
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DIRECTOR.
09/05/16

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Advocate, Jamshedpur

- b) The "Developer & Builder / Second Party" means the above named M/S S. D. SINGH CONSTRUCTION COMPANY PRIVATE LIMITED includes its Director, its successors, legal representatives, executors, administrators nominees and assigns.
- c) The "Immovable property / land" means ALL THAT piece and parcel of residential / homestead land measuring 68 Decimel equivalent to 29,648 Sq. ft. be the same and/or title more or less, bearing Society's Office & Road, being portion of New Plot No. 291, under New Khata No. 80, situated within the Society Commonly know as Abdul Bari Sahakari Griha Nirman Samity Ltd., in Mouza Asangi, P.S.Adityapur, under survey Ward No. 4, Adityapur NAC, District Seraikella-Kharsawan, State of Jharkhand, more fully described in the SCHEDULE 'A' hereunder written, is the subject matter of this Development Agreement.
- d) The owner's Allocation for the individual flat owner shall mean and include 40.5% of FAR out of the entire proposed building to be constructed on the allotted and acquired land of individual member, within the premises of the Society, as per sanctioned and approved Building plan by ANAC/AMC and/or appropriate / competent Authority, based on Building Bye laws or as applicable at present i.e. 2.5 FAR basis,

The process and other related matters of distribution of proposed flats and parking to the individual member, has already been discussed by and amongst the Managing committee of the Society, its constituent members, in presence of the 2nd party/ Builder and it has unanimously, and voluntarily decided and agreed by all that the concerned individual member will be



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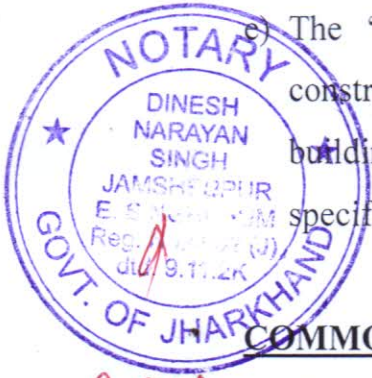
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entitled to get acquire and hold his/her/their flats and parking within the premises of the Society, but may or may not be allotted on his/her/their acquired land, and the decision of the 2nd party with regard to allotment of flats and parkings shall be conclusive and binding upon all members. Separate building blocks for members of the society will be built. However it is agreed by the Society and parties, that the proposed flat will be not be allotted on the top floor of the proposed building.



The "Developer's Allocation" shall mean and include the remaining constructed area, parking, flats, undivided soil right and roof right of the building to be constructed over the Schedule 'A' below property, more specifically described in the Schedule 'C' hereunder written.

COMMON FACILITIES AND AMENITIES : shall include stairways,

9.5-16 landing, passage ways, vacant areas, pump / Meter Box room, overhead water tank, other services and amenities.

MAINTENANCE: Maintenance of the common facilities shall be the joint responsibilities for all the flat owners and occupiers, but the maintenance of internal flats and facilities shall be maintained and borne by the individual flats owners. However maintenance work will be carried out under the 1st party supervision after project is completed, if the society's members agreed.

TITLE INDENTURE:

WHEREAS Abdul Bari Sahakari Grih Nirman Samity Limited., (refred to as the SAID HOUSING SOCIETY) purchased and acquired ALL THAT total land measuring 5 Bighas 12 Kathas, being Plot Nos. 290 & 291, recorded under Khata No. 80, situated in Mouza Asangi, under Survey Ward No. 4, Adityapur

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NAC, P.S. Adityapur, District Seraikella-Kharsawan, from it the then former owners and recorded raiyats namely Shri Jyotindra Choudhary and Shri Ram Das Choudhary, sons of Late Ashulal Choudhary of Uliyan, Jamshedpur, for valuable consideration amount, by virtue of (1) Sale Deed No. 1289, dated 11.04.1989 Area 2 Bighas 6 Kathas (2) Sale Deed No. 2320 dated 19.07.1989 Area 2 Bighas 6 Kathas and (3) Sale Deed No. 351 dated 02.01.1992 ULC Case No. 289/91-92 Area 50.50 Decimal or 19.25 Kathas are registered at the office of District Sub-Registrar, Chaibasa and came in physical possession over the entire land;



AND WHEREAS the aforesaid housing Society purchased and acquired the above referred land and later leveled the land fit for residential purposes, cut out sun-plots, Roads, Alley, Community space etc., at the joint funds and contributions of all members of the Society.

AND WHEREAS the owner / first party, purchased and acquired all that land measuring 68 Decimel equivalent to 29,648 sq.ft. bearing Society's Office Plot and Society Road, corresponding to portion of Survey Plot No. 291, under Khata No. 80, within Mouza Asangi, P.S. Adityapur, Survey Ward No. 4, Adityapur NAC District Seraikella-Kharsawan, from valuable consideration amount from its former owner M/s. Abdul Bari Sahakari Grih Nirman Samity Ltd., by virtue of Sale Deed No. 2630 (Sl.No.2677) executed on 18th September, 1992 and registered at the office of District Sub-Registrar, Chaibasa, in Book No. 1, Volume No., Pages to, for the year 1992, being Sale Deed No. 2630, registered and completion dated

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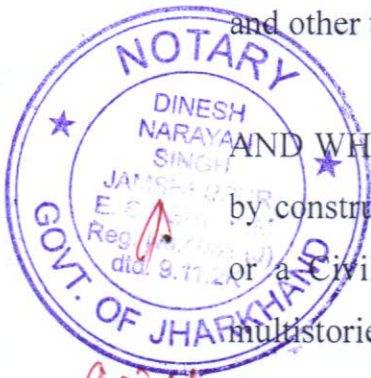
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and since after the aforesaid purchase, the first party came in physical possession over the said plot of land;

AND WHEREAS the owner / first party has got his name mutated in the records of the superior landlord the State of Jharkhand, through the office of Learned C.O. at Gamharia, by virtue of Mutation Case No. 98 / 93-94 order dated 15.06.1993 and has been in possession and exercising all acts of ownership over the said plot of land as its **LAWFUL AND BONAFIDE OWNER**, in the eye of law without any interruption, objection or impediment by and from any party, person or concern and on payment of due ground rent and other taxes, in respect of the said land in his own name.



AND WHEREAS the first party is desirous to develop or construct the said land by constructing multistoried building over the said plot of land through a and / or a Civil Construction, firm, who is expert in the line of construction of multistoried building and having come to know the intention of the first party, the second party has proposed and offered to construct and / or develop the entire plot belonging to the first party, as per norms and rules of the ANAC/ AIADA and / or other concerned authority and subject to sanction and no objection of the Principal Society.

AND WHEREAS the parties hereto jointly agreed that the former i.e., the owner / first party agreed to grant and of land the entire development work to the second party / builder and the second party / builder has accepted to develop and / or construct the proposed building, subject to norms and rules of the Society and/ or Adityapur NAC and / or other appropriate concerned authorities.

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AND WHEREAS the parties hereto have voluntarily agreed to execute a proper deed of development agreement to avoid any dispute, misunderstanding and / or legal complication, if any, between the parties and their respective heirs, successors-in-office, successors, legal representatives nominees etc., at any time hereafter or in future, till completion of the proposed project and registration of Sale Deed to the various intending flat buyers, and on such terms hereunder appearing as follows :-



NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS :-

1. That the developer / builder/ Second Party shall construct a residential Flats / buildings to be constituted of several floors that sanctioned and approved by the ANAC/ and / AMC / or authority concerned.
2. That the second party shall prepare the building plan through an Architect, Civil Engineer, or Planner, along with supporting plans such as Structural, Electrical, Sewerage etc. and shall arrange to get such plan or plans sanctioned through the appropriate authority.
3. That the plan/s so prepared, if requires during or after sanctioned of building plan by the authority, may be modified, revised and / or altered as per requirement and / or for feasibility of the proposed project with the prior approval in writing of the first party / owner.
4. That after execution of this Development Agreement, first party will execute and register a General Power of Attorney, in favour of Shri PRABHAKAR

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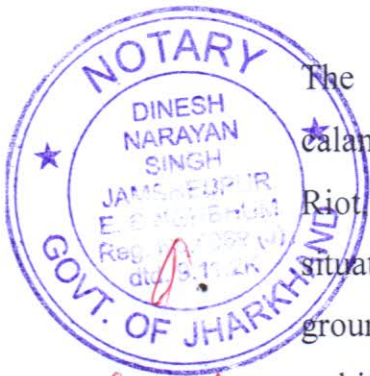
SINGH, Son of Late S.D. Singh and Director of M/s S.D. Singh Construction Company Private Limited, and the proposed General Power of Attorney shall be irrevocable, provided the builder shall honour and comply all terms of the Development agreement.

5. That the second party shall start construction of the proposed building over the said land and will complete the proposed construction within 45 months, extendable upto six months, in normal situation from the date of passing of building plan by ANAC/ AMC/ or ground breaking ceremony.

The period of construction may be delayed on the ground of natural calamities like Earthquack, civial war, un-favourable political circumstances, Riot, Acute shortage of building materials, labour unrest, Act of God and/or situation beyond control of the human being and adverse situation on ground, the penal clause as stated herein above, will not be applicable and/or binding upon the Builder/ second party herein.

6. The owner's Allocation for the individual flat owner shall mean and include 40.5% of FAR out of the entire proposed building to be constructed on the allotted and acquired land of individual member, within the premises of the Society, as per sanctioned and approved Building plan by ANAC and/or AMC appropriate / competent Authority, based on Building Bye laws as applicable at present i.e. 2.5 FAR basis,

The process and other related matters of distribution of proposed flats and parking to the individual member, has already been discussed by and amongst the Managing committee of the Society, its constituent members, in



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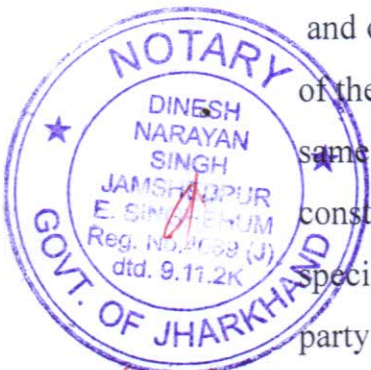
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presence of the 2nd party/ Builder and it has unanimously, and voluntarily decided and agreed by all that the concerned individual member will be entitled to get acquire and hold his/her/their flats and parking within the premises of the Society, but may or may not be allotted on his/her/their acquired land, and the decision of the 2nd party with regard to allotment of flats and parkings shall be conclusive and binding upon all members. Separate building blocks for members of the society will be built. However it is agreed by the Society and parties, that the proposed flat will be not be allotted on the top floor of the proposed building.

It is further discussed and later accepted by the Society, individual member and Builder as hereunder.

and other common utility services, advantages, amenities, privileges etc. out of the proposed building to be constructed over the schedule 'A' land and the same shall be treated as the owner's share/ allocation and the remaining constructed area i.e. save and except the owner's allocation, more specifically described in the Schedule 'B' hereunder written, the second party will be entitle to sell and dispose off its shares of the proposed building i.e. developers' allocation, Separate building blocks for original members of the society will be built and handed / transferred over to them as per terms and conditions mentioned in this development agreement. It is agreed by the parties that the proposed flat will not be allotted on the top floor of the proposed building. described in the Schedule 'C' hereunder written and other common advantages, privileges, utility services, amenities etc. shall be deemed to be Developer's Allocation to the various buyers at their choice and discretion for which the first party shall have no objection to it.



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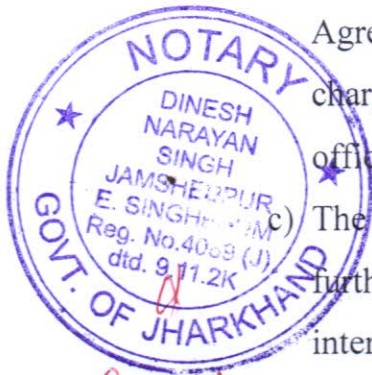
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7. That the first party does hereby declare and covenants:

a) He is the lawful owners of the Schedule 'A' below property and there is no other co-owner, co-sharers in this property and the land in question is mutated in the name of the first party and the first party has clear and marketable title in the aforesaid land and first party also has taken permission from society to enter this agreement.

b) Prior to execution of this Development agreement the first party has not sold or transferred or conveyed the Schedule 'A' below property or part thereof to any party person or concern, nor entered in any similar Agreement with anyone else and the same is free from all encumbrances, charges, mortgages, litigations or pending suit / case in any court or office.



c) The first party hereby assures the Second Party to execute or sign any further paper, document etc. in favour of the second party and for the interest of the proposed building to be constructed thereon.

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d) The first party hereby assures the Second Party to extend all her /his co-operation for the development of the said land and for disposal of the proposed flat/s, parking falling to the share of the second party, to the intending buyers or parties. If required the first party will join in all the Sale Agreement/s or buyers agreement as a confirming party to be executed by the Developer in favour of prospective purchaser/s of the unit in proposed building.

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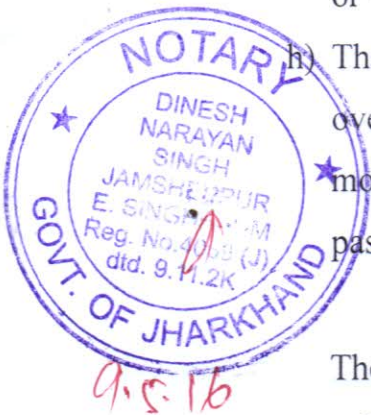
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- e) The Service tax, that may be demanded or raised by the Central or local authority at any point of time, shall be borne by the flat buyers through the builder only.
- f) The proposed cost of electricity connection, water connection, other utility services etc. shall be borne by all individual flat buyers only and the 1st party shall be exempted from such payment.
- g) The owner / 1st party will be entitled to revoke the GPA to be executed on a registered by the owner / 1st party to the builder / 2nd Party, in case the builder / 2nd party fails to comply or willfully neglects or violates the terms and conditions of the Development Agreement.
- h) That the second party shall start construction of the proposed building over the said land and will complete the proposed construction within 45 months, extendable upto six months, in normal situation from the date of passing of building plan by ANAC/ AMC/ or ground breaking ceremony.



The period of construction may be delayed on the ground of natural calamities like Earthquake, civil war, un-favourable political circumstances, Riot, Acute shortage of building materials, labour unrest, Act of God and/or situation beyond control of the human being and adverse situation on ground, the penal clause as stated herein above, will not be applicable and/ or binding upon the Builder/ second party herein.

8. THAT THE DEVELOPER / SECOND PARTY HEREBY DECLARES AND COVENANTS :

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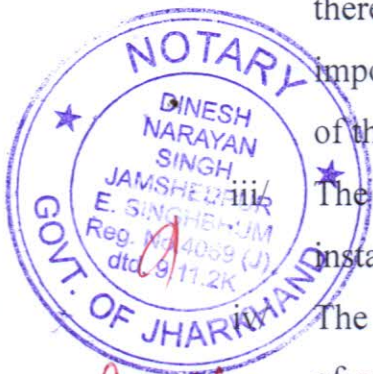
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- i/ That the second party will be entitled to enter agreement with various intending buyers and to receive booking amount, installments, part or full payments from such buyer /s or transferees, lessees, in case of lease, against construction and disposal of the proposed flats, falling to its share i.e. the Developer's Allocation, save and except the owner's allocation and shall take all responsibilities for construction of the proposed multistoried building.
- ii/ All expenses that may be incurred towards preparation of building plan, passing of such plan or plans, payment to architect, civil engineer, labours, workmen, guard, purchase of building materials, fixtures, fittings, installation and / or other service connection to be installed therein, documentation, any miscellaneous charges, levied, fines penalties imposed by Municipality or any other authorities during the construction of the said building to be fully borne by the second party only.
 - iii/ The second party shall arrange for proper water line, fixtures, fittings, installations, of electricity as per specification enclosed.
 - iv/ The second party shall take certain responsibilities towards construction of proposed building and in case of any accident or incident or damage occurs during the period of construction, for which first party shall not be liable for such accident or incident.
- v/ The builder shall not sale or mortgage or otherwise alienate the vacant land within the said plot to any stranger or third party or any financial institute or bank etc. before commencing construction of the proposed building over the above plot of land.



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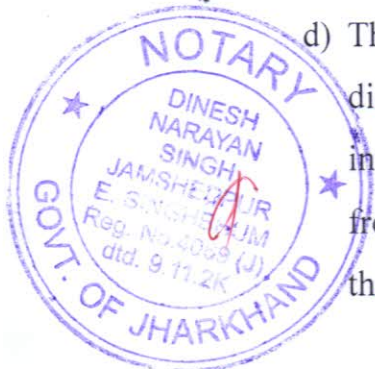
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vi/ The builder / 2nd party shall not charge any amount from the owner / first party, towards installation of Power connection, water or other sewerage connection etc.

9. THAT BOTH THE PARTIES HEREBY DECLARE AS FOLLOWS:

- a) Neither the first party and / or the second party shall sale and transfer the proposed allocation of other to any or more party or parties.
- b) The parties shall be fair and honest and none of the parties shall cheat, deceive and deprive the other. The deprived party shall have right to take the shelter of law in proper court of law / or through recourse to law.
- c) The parties shall put and render their sincere efforts for the grand success of the proposed project, which however shall never be constituted any partnership between the parties.
- d) The second party shall or may publish in news paper or any media for disposing of its / their area i.e. the Developer's Allocation to the intending buyers or parties. The second party shall or may raise funds from the intending buyers or any party and / or financial institution at their discretion and risk.



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In case if it transpires that the premises mentioned to the Schedule 'A' hereunder written is not free from all encumbrances, charges or liens and there be any suit or case and / or defect title of the parties of the first party, in that event the first party shall be fully liable to the second party and shall be bound to make good of all compensation or damages, that

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may ne uncured to get the said premises perfect and clear in favour of the second party and such amount shall be borne by the first party only.

- e) The parties hereto shall save harmless and keep indemnified each other against any loss, damage, incident suit or proceedings.
- f) The parties may alter or amend any terms or the Development Agreement and / or to include any further terms therein, if found necessary, for the interest of the proposed project.
- g) The parties hereof including their respective, successors-in-office, administrators, legal representatives and / or persons claiming through or in trust of them shall comply, honour and abide by all terms of this agreement.
- h) All disputes and differences arising out of this agreement between the parties regarding interpretation of terms and conditions herein contained may be referred to arbitrator under the provision of Indian Arbitration and conciliation Act, 1996
- i) ~~all~~ all matters court of Seraikella shall have alone shall be its jurisdiction

SCHEDULE-'A'
(above referred to)

ALL THAT piece and parcel of land at measuring 68 Decimel equivalent to 29,648 Sq.ft. i.e. the same and / or little more or less, being in portion of Old No. 60 & 61 under Old Khata No. 9, corresponding to portion of New Plot No. 291, recorded under New Khata No. 80, comprising society's, sub-plot No. 21 of Mouza Asangi, P.S. Adityapur, Thana 126, under Survey Ward No. 4,



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A.N.A.C, Dist. Seraikella-Kharsawan, including all its advantages, privileges etc.

Which is bounded and butted as follows :

North by : Society sub-plot

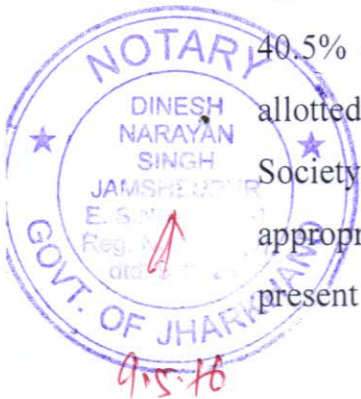
South by : Society sub-plot

East by : Society sub-plot

West by : Road

SCHEDULE-'B'
(Owner's Allocation)

The owner's Allocation for the individual flat owner shall mean and include 40.5% of FAR out of the entire proposed building to be constructed on the allotted and acquired land of individual member, within the premises of the Society, as per sanctioned and approved Building plan by ANAC and/ AMC/ or appropriate / competent Authority, based on Building Bye laws as applicable at present i.e. 2.5 FAR basis,



The process and other related matters of distribution of proposed flats and parking to the individual member, has already been discussed by and amongst the Managing committee of the Society, its constituent members, in presence of the 2nd party/ Builder and it has unanimously, and voluntarily decided and agreed by all that the concerned individual member will be entitled to get acquire and hold his/her/their flats and parking within the premises of the Society, but may or may not be allotted on his/her/their acquired land, and the decision of the 2nd party with regard to allotment of flats and parkings shall be

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conclusive and binding upon all members. Separate building blocks for members of the society will be built. However it is agreed by the Society and parties, that the proposed flat will be not be allotted on the top floor of the proposed building.

SCHEDULE-'C'
(Developer's allocation)

Save and except the owner's allocation, as stated herein above in schedule 'B' the remaining constructed area consisting of parking, flats, undivided soil right and roof right to be constructed over the schedule 'A' below premises, including all its advantages, privileges, amenities and services.

SCHEDULE-'D'

GENERAL SPECIFICATION.

1. **STRUCTURES :**

Structure shall be R.C.C. frame structure with isolated / combined, foundation as per design. External brick work 9" thickness. Internal Brickwork 4½" thick.

2. **WALL FINISH :**

All internal wall will be cement plastered with P.O. finish. External wall will be cement plastered as be finished with super Snowcem or equivalent cement base finish.

3. **FLOORING :**

Ceramic /vitrified tiles in all covered area inside the flat including 4" ht. dado along with balcony.

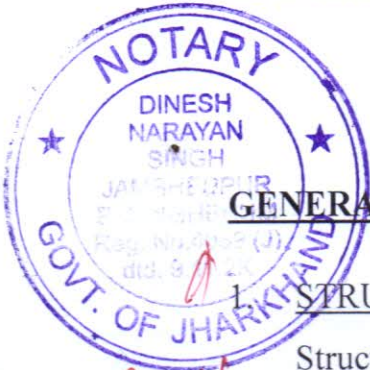
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Advocate, Jamshedour



4. DOORS :

All doors except the main door will be of factory made 32mm thick commercial flush door finished with enamel paint. Wooden frame in the main door will be polished with Teak ply on one side and rest all doors will be painted with synthetic enamel paint on a coat of primer on M. Steel angle door frames. Door fittings will be of approved make. One magic eye to be fitted in front door.

5. WINDOWS & VENTILATORS :

Fully glazed Steel window built M.S. Grill with iron anodized fittings.

6. TOILETS :

Walls : Plain ceramic tiles up to a height of 5'-0"

Flooring : Non skid ceramic tiles

Fittings : one standard make I.W.C. / or one E.W.C.

pan of approved make with all fittings,

& One towel Rod will be provided.

Sanitary : Vitreous white ceramic sanitary ware of standard

Make, Cistern will be of PVC. Wash basin will be

Provided as per Architect's drawing.



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7. KITCHEN :

One R.C.C. working platform finished with Marble / Granite top and stainless steel sink. Glaze tiles Dado, in front of platform to the height of 3' of standard makes.

8. PAINTING :

All door shutters, windows, ventilators, guard bars, balcony Railing & Stair case railing to be painted with synthetic Enamel paint of standard make.

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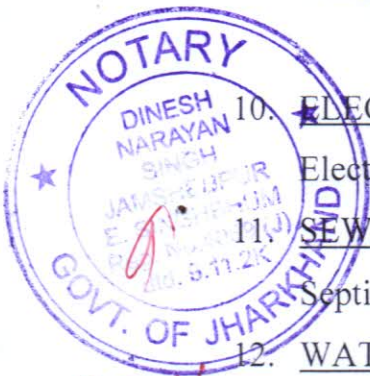
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Advocate, Jamshedpur

9. ELECTRICAL :

All electrical wiring in concealed conduits with copper wires and standard fittings. All rooms will consist of two light points, on fan point, one A/C point .Telephone and cable point in drawing room , and one plug point (5amp). Provision for exhaust fan in kitchen and both the toilets and one refrigerator point (15amp). One power point (15amp) in Bathroom for Geyser and one calling bell point will be provided. In rest of the areas convenient provision of light, fan and power points will be provided as per the approved electrical drawings. Standard ISI approved make switches will be provided.

10. ELECTRICITY :

Electrical power supply by J.S.EB. / JUSCO.

11. SEWAGE :

Septic Tank

12. WATER :

Water supply from Deep Tube-Well / JUSCO with overhead tank.

CCTV in common areas of building will be provided.

13. Common Facilities : Temple, Community Hall, shop area.

Note :The builder may obtain and / or avail electricity power connection and water connection through Jusco/JSEB, subject to available sanction Jusco/JSEB, whatsoever expenses to be incurred towards installation of electricity power connection and water connection from Jusco / JSEB as the case from Jusco and

RP Singh

S. N Sharma

S.D. SINGH CONSTRUCTION CO. PVT. LTD.

Singh
DIRECTOR
09/05/16

Known to me and sign before me
[Signature]
Advocate, Jamshedpur

/ or JSEB as per case may be shall be borne by the individual buyer from the Second party in proportion.

IN WITNESS WHERE both the parties have hereunto set their hands at Jamshedpur on this the day, month and year first above written. This agreement is made in two original set and each party retained one original set with him.

WITNESSES :-

1.

RP Singh
(RAKESH PRATAP SINGH)
(President)

Abdul Bari Sahakari Grih Niraman Samity Limited.

S. N. Sharma
(SARBANAND SHARMA)
(Secretary)

Abdul Bari Sahakari Grih Niraman Samity Limited.

SOCIETY / FIRST PARTY



SIGNED, SEALED AND DELIVERED BY THE DEVELOPER IN THE PRESENCE OF

WITNESSES :-

1.

[Signature]

Singh
09/05/16
(PRABHAKAR SINGH)
Director

M/s S.D. Singh Construction Co. Pvt. Ltd

DEVELOPER / SECOND PARTY

2.

[Signature]
Attested the Signature of Executants which Identity by Sri ... Adve Jamshedpur

09.5.16
Dinesh Narayan Singh
NOTARY
JAMSHEDPUR

Known to me and sign before me
[Signature]
Advocate, Jamshedpur