

झारखण्ड JHARKHAND

C 167606

क्रियाविब रीट

For Sri Krishna City Homes Pvt. Ltd.

*Sangita Goswami*  
Director



Authorized under Notaries Act 1952 and  
Notaries Rules 1956 Govt of Jharkhand

THIS DEVELOPMENT AGREEMENT is made on this the  
24<sup>th</sup> day of November, 2013 at Ranchi;

B E T W E E N

SMT. KRISHNA DEVI SINGH, wife of Late Gupteshwar Prasad Singh, by faith Hindu, by caste Rajput by occupation Housewife, resident of Kanke Road, Lake Avenue, P.S. Gonda, District Ranchi, (Jharkhand), at present resident of New Road, Phusro, P.S. Bermo, District Bokaro, (Jharkhand), Indian citizen,

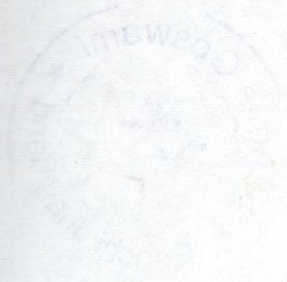


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श्री- ५००११ सिटी हॉम्स या लो डाय लिकेचर कुला  
वास्ते ५००  
1001- ज्योरा

हस्ताक्षर- *Kvi*

रवि कुमार वर्मा  
स्टाम्प भण्डर, राँची  
घा.नं-4/92-93

187803



भारत सरकार  
राज्य सरकार  
राज्य सरकार

(Hereinafter called the "Landowner" which expression unless repugnant to the context or meaning thereby shall include her legal representative, successor, successor-in-interest, legal heirs, executors, administrators and assignee(s) of the ONE PART;

**A N D**

**M/S SRI KRISHNA CITY HOMES PVT. LTD.**, having its registered office at 124, Narayan Plaza, Exhibition Road, Patna, Bihar, Zonal office at Madhusudan Devendra Lok Complex, Dimna Road, Mango, Jamshedpur, (East Singhbhum) through its **DIRECTORS** (1) **Rakesh Kumar**, son of Sri Shivji Singh, by faith Hindu, by occupation Business, permanent resident of Dimna Road, Mango, Jamshedpur (East Singhbhum) at present resident of E-42, Ashok vihar (Opposite Ashok Nagar Road No.1), P.O. Ashok Nagar, P.S. Argora, District Ranchi, (Jharkhand), and (2) **AMIT KUMAR AGARWAL**, son of Mohan Lal Agrawal by faith Hindu, by occupation Business, resident of 72, Kaveri Appartment, Bander Bagicha Dak Bunglaw Chauraha, P.S. Kotwali, Patna, Bihar, Indian Citizen (hereinafter called the "DEVELOPER" which expression unless repugnant to the subject or context or meaning thereby shall mean and include their respective successors, successors-in -

For Sri Krishna City Homes Pvt. Ltd.

*Rakesh Kumar*  
Director

*AMIT KUMAR AGARWAL*



interest, successors-in-office, legal representatives, executors, receivers, assignee(s) etc.) of the OTHER PART.

WHEREAS WHEREAS Revisional Survey Plot no. 118, measuring 0.66 acres recorded as Kaimi Raiyat originally recorded in the name of Kurchu Ahir son of Chamru Ahir under Khata no. 3 Khewat no. 2 of village Hehal, P.S. no. 203, now P.S. Pandra O.P., District Ranchi.

AND WHEREAS the said recorded Kaimi raiyat Kurchu Ahir son of Chamru Ahir transferred permanently the land under under a registered deed of sale measuring 0.60 acres bearing R.S. Plot No. 118 in favour of Mrs. M.J. Palit in the year 1960. And put the said purchasers in peaceful and Khas possession of the respective areas.

AND WHEREAS the said Mrs. M.J. Palit wife of Lt. Col. A.N. Palit under a registered deed of sale bearing the deed no. 5487 of the year 1962, registered before Registrar of Assurances Calcutta now Kolkata (W.B.) transferred 0.29 (twenty nine) Kathas land out of R.S. Plot No. 118 in favour of Mr. Keshab Kumar Verma son of Late Hari Prasad Verma.

For Sri Krishna City Homes Pvt. Ltd.  
Director  
Shri 111 dtd 17/12/2011



AND WHEREAS said K.K. Verma having put in peaceful possession over the land measuring 29 Kathas out of R.S. Plot No. 118 and other adjacent purchased land constructed boundary wall all round the land and also constructed house prior to January, 1976 and got his name mutated in the office of the Circle Officer, Town Anchal Ranchi, and also got his name mutated in the record of Municipal Corporation, Ranchi, and has allotted Holding No. 1883-F in ward No. II-C of the Ranchi Municipal Corporation, Ranchi.

AND WHEREAS in pursuance of degree passed in partition suit no. 109/1980 of the court of Sub-Judge, Ranchi said Keshab Kumar Verma and his son Sanjeev Kumar Verma for want of their legal necessity sold and transferred 10 Kathas of their part of aforesaid purchased land situated at village Hehal, P.S. No. 203, P.S. Ranchi, now P.S. Pandra O.P., District Ranchi, appertaining to Khata No. 3, Khewat No. 2, R.S. Plot No. 118, Sub-Plot No. 118/A, corresponding to Ranchi Municipal Corporation Holding No. 1883/F in ward No. II-C (old) of Ranchi Municipal Corporation, Ranchi, in favour THE LAND OWNER namely Smt. Krishna Devi Singh by virtue of Registered Sale Deed No. 2431 of the year 1984 dated 28-02-1984.

For Sri Krishna City Homes Pvt. Ltd.  
Director  
Shri Krishna City Homes Pvt. Ltd.  
Director



AND WHEREAS the LAND OWNER after purchase of the aforesaid land came into peaceful possession over the same and got her name mutated in the office of Circle Officer, Town Anchal, Ranchi vide Mutation case No. 2045R8ii of 1992-93 and regularly paying rent to the State of Jharkhand.

AND WHEREAS the landowner declares and assures that the said property is not the subject matter of any litigation. The landowner has not at any time hereto before made, committed, done or suffered permitted or have been a party to any act, deed, matter and things, whether by commission or omission by reason whereof the said property which is subject matter of these presents or any part thereof has been alienated, charges, mortgaged, encumbered or in any way impeached its title and possession. The Landowner has indefeasible right, title and possession on and over the said property. The Landowner is the full and absolute owner and/or is otherwise well and sufficiently entitled to the said property and the right, title and interest of the owner in the said property is absolute and free from all encumbrances, charges and liens.

AND WHEREAS the Landowner is interested in development of the said property by constructing multi-storied building on the said property and



with such intention the landowner has approached the DEVELOPER for construction of the proposed multi-storied building and to undertake the development of the project.

AND WHEREAS the developer being interested to undertake the construction of the proposed multi-storied building held negotiations with the Landowner and relying upon the declaration made hereinabove, the Developer has agreed to develop the said property by constructing multi-storied buildings thereon as per plans sanctioned by the R.R.D.A. and/or Ranchi Municipal Corporation Ranchi and/or the Competent Authority, as the case may be.

AND WHEREAS the terms and conditions which have been agreed upon by and between the parties hereto relating to development of the said property, construction of the proposed multi-storied building and allotment of the OWNER'S ALLOCATION (i.e. share of the landowner in the proposed multi-storied building complex) and the DEVELOPER'S ALLOCATION (i.e. share of the Developer in the proposed multi-storied building complex) on conversion basis and sale and or transfer thereof are being reproduced hereinbelow.

**NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS**

**FOLLOWS :-**



For Sri Krishna City Homes Pvt. Ltd.  
Director  
Sri Krishna City Homes Pvt. Ltd.  
Director

1. **DEFINITIONS**- Unless it be contrary or repugnant to the subject or context; the following terms will have the meaning assigned to them as hereunder:-

(a) **NEW BUILDING**" shall mean New Multistoried Commercial cum Residential Building/ commercial and residential units to be constructed on "the said property" according to plan sanctioned and permitted under the Rules of Ranchi Municipal Corporation, Building Bye-Laws and also as per permission granted or clearance given by other authorities.

(b) **"COMMON FACILITIES & AMENITIES"** shall mean and include Corridors, hallways, Stairways, Drive Ways, Landings, Machine Room, Staircase, Passage, Lift Shafts, Lifts Pump Room, Tube Wells, Underground water Reservoir, overhead water tank, water pump, motor, generator and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions and maintenance of the New Building.

(c) **"SUPER BUILT UP AREA"** shall mean super built up area "as per land use permissible under Building Laws" and any other provision made in the relevant Acts/Rules and shall include



*Sangita Goswami*  
20/11/2018

walls, pillars, area within the walls and portions of the area occupied by lift landing, stair-case, deep boring, water tank, septic tank, entrance corridors lobbies, generator room, security guard's room, area meant for Fire Fighting arrangement, Administrative Office, and other common areas in the New Building.

(d) "**SAID UNITS**" shall mean and include various commercial and residential units with or without car parking space in the New Building to be constructed on "the said property".

(e) "**SALEABLE SPACE**" shall mean the space in the New Buildings available for independent use and occupation, other than the "LANDOWNER'S ALLOCATION", after making due provision for common facilities and amenities required in the new building which space the developer is entitled to sell to the prospective purchaser(s) subject to the terms as mentioned herein below;

(f) "**LAND OWNER'S ALLOCATION**" shall mean 15% of the Super Built up area in the new building to be allocated to the Owner as part of Owner's portion. The remaining 85% of the super built up area in the New building are

For Sri Krishna City Homes Pvt. Ltd.

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the allocation of the Developer in accordance with the terms and conditions of these presents. The Owner's allocation have been fully and particularly described in Schedule-"B" below including the proportionate share to the said extent in the common facilities and amenities as defined in Clause 1(c) above. The number of shops/commercial and residential units and car parking spaces to be allocated to the OWNER will be decided and demarcated after sanction building plan by the competent authority instruction/direction and sanction, modification of the building plan by the R.R.D.A., Ranchi, and/or any other Competent Authority. The Owner and the Developer shall be entitled to 15% and 85% share respectively in terrace and parking spaces of the building too. Common areas to be used by all occupants of the newly constructed building.

- (i) The selection and allocation of the area as Owner's allocation shall be finalized within such period or periods as may be mutually agreed upon between the parties.



*Sangita Goswami*  
*Director*

- (g) **"DEVELOPER'S ALLOCATION"** shall mean the remaining 85% of the Super Built Up area in the New Building as fully and particularly described in Schedule "C" hereinunder written excluding 15% of the Super Built up area in the New Building. The portion known as the "Owner's Allocation", but including proportionate share in the common facilities and amenities in the said new building. The Owner and the Developer shall be entitled to 15% and 85% share respectively in terrace and parking spaces of the building too; Common area to be used by all occupants of the New Constructed Building.
- (h) **"THE ENGINEER/ARCHITECTS"** shall mean the consulting Engineer who has been and/or will be appointed by Developer for designing and planning of the New Building or any other persons, firm or company who may be appointed hereinafter for the similar purpose with the consent of OWNER.
- (i) **"THE BUILDING PLAN"** shall mean and include the plans to be prepared by the Architect/Engineer appointed by the Developer for the sanctioned of plan and/or for the construction of the New Building to be submitted under the signature of the

For Sri Krishna City Homes Pvt. Ltd.

*[Handwritten Signature]*

*[Handwritten Signature]*



OWNER or her attorney and submitted to and sanctioned by the Ranchi Municipal Corporation or any competent authority including any variations therein which may subsequently be made by the Developer and Architect with the approval of R.M.C./Competent Authority or Ranchi Municipal Corporation which are competent to approve and sanction the plan for the proposed New Building to be built on "the said property".

For Sri Krishna City Homes Pvt. Ltd.  
*Director*

Director

**2. SCHEME & CONSIDERATION FOR DEVELOPMENT:**

(a) The developer shall at its own costs and efforts, if they so require get the building plans sanctioned modified varied, prepared from a qualified architect and get the same sanctioned from R.M.C., Ranchi, or any competent authority for the construction of the New Building thereon. The Developer may submit such plans in its own name or in the name of the Owner to which the Owner has no objection and whenever so require, the Owner shall sign the plans, application and also swear affidavits at the cost of the Developer.

*Director*

(b) The Developer will be entitled to get the plan sanctioned, modify the approved plan, as it deems fit and proper, provided such



modifications are permissible and/or within the provisions of building bye-laws or as per approved scheme laid down by RRDA Ranchi, or R.M.C., Ranchi, or the other Competent Authority.

- (c) The Owner will render to the Developer all reasonable assistance in obtaining all sanctions, permissions, approvals as and when required by he Developer from R.R.D.A. or R.M.C., Ranchi, or the Competent Authority Ranchi, and/or other authorities, if any, and the owner hereby agree, assure and undertake to sign and execute such plans, applications and other papers and deeds, documents as may be required of the developer from time to time at the costs and expenses of the Developer.
- (d) That while executing this Agreement the developer has made payment of Rs.51,000/- (Rupees fifty one thousand) only which is neither refundable nor adjustable.
- (e) That if the Developer pays any amount after the Agreement to the Owner, the amount shall be adjusted against the owner's allocated share.
- (f) The Developer shall be authorized by the owner to apply for and obtain quotas,

For Sri Krishna City Homes Pvt. Ltd.  
Director  
11/11/2011



entitlements and other allocations of such building materials as may be necessary and also to apply for and obtain temporary and/or permanent connections of Water supply, Electricity, and/or other facilities required for the New Building.

3. **OWNER COVENANT:** That,

- (a) The Owner is seized and possessed of or otherwise well and sufficiently entitled to as the absolute Owner in respect of the "the said Property" morefully described in Schedule "A" below and the same are free from all encumbrances and the Owner has acquired a good, clear and marketable title over the same.
- (b) That there are no attachment, either before or after judgment and there are no claims, demands, suits, decrees, injunctions, orders, lispensens, notices, petitions or adjudication orders effecting the said property or any part thereof.
- (c) That "the said property" has neither been acquired, requisitioned or restored nor any notice for acquisition requisition or restoration of the same under any statutes of past or present have received by the Owner from Competent Court, Government

For Sri Krishna City Homes Pvt. Ltd.  
BY  
10/11/2020

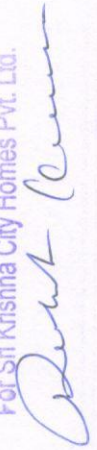
Director



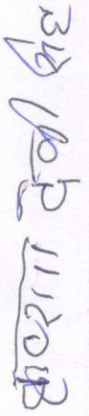
authority for acquisition, requisition or restoration of the same.

- (d) That apart from the Owner, one else is entitled to or has any share, right, title, or interest over and in respect of the said property or any part thereof as a partner or partnership or co-partner in any joint family or in any other manner howsoever.
- (e) That the owner hereby agrees and covenants with the Developer not to cause any interference or hindrance in the matter of construction of the new buildings by the Developer nor to do any act or deed or thing whereby the Developer may be prevented from booking, selling assigning and/or disposing of any of the Developer's allocated portion in the new building.
- (f) The Owner declares that she has not agreed committed to or contracted or entered into agreement for sale, lease or transfer by any mode of "the said Property" or any part thereof with any person other than the Developer and that the owner has not created any lien charge, mortgage or encumbrance on the said property and that the owner would keep "the said property" free from all

For Sri Krishna City Homes Pvt. Ltd.



Director



encumbrances during the subsistence of these presents.

- (g) The Owner further declare that she has not done any act, deed, thing or matter whereby or by reason whereof the development and construction of the said property and/or building may be affected or prevented in any manner whatsoever.
- (h) Owner covenants with the developer that on account of delay in the progress or completion of the project due to any court order, litigation, forcible occupation or disturbance by third party claimants, Act of god the owner shall exclude such period of stoppage of work from the time fixed for completion of project and shall also indemnify the Developer from loss or damaged suffered if any.
- (i) In the event of the owner retaining her share known as the owner's allocation in the new building she shall be liable to pay for following amenities like:
- Electrical ~~installation~~ <sup>consumed</sup> charges.
  - Charges for Generator <sup>maintenance</sup>.
  - Deposits for forming a Corpus Fund of the Society of unit Owner of the building.

For Sri Krishna City Homes Pvt. Ltd.

Director



d. Monthly maintenance and security charges.

(j) The Owner of the property are entitled to request to the second party, that, is the Developer for the name of the building of their own choice.

And whereas the developer (second Party) on relying on the said declaration and title over the property are executing this agreement without any doubt.

4. **DEVELOPER COVENANTS:** that,

(a) The Developer shall carry out the development of the said property and construction of the New Building thereon in accordance with the plan approved by Owner, sanctioned by R.M.C., Ranchi, and/or to be modified by the Competent Authority and also in accordance with the relevant Municipal Laws and Rules, Regulation, bye-laws, if any, and directions from time to time issued by local authorities.

(b) The Developer shall arrange fro its own sources, finances and/or funds, as will be from time to time required for the development of the said property or for construction of the said New Building

For Sri Krishna City Homes Pvt. Ltd.  
Director  
D. K. Singh



thereon. The Owner shall not be responsible for any of the matters hereinabove.

(c) The Developer shall indemnify the owner against all actions, demands, suits, costs, proceedings and claim arising out of accidents and mishaps occurring and happening at the site of the said property or that may arise out of the Developer's negligence with regard to the Development of 'the said property'.

(d) On completion of the New Building, the Developer shall first give notice to the owner in writing to take possession of the portion in the building known as "Owner's Allocation" and from the date of notice of taking possession of their allocated portion in the Owner's allocation, the owner shall be liable to pay all rates, taxes, service charges and other outgoing in respect of common facilities in the building, proportionate to the area known as "the Owner's allocation" provided that any additional costs, or expenses by way of maintenance for any particular use for any portion within owner's allocation shall also be paid by the owner in proportion to her respective shares.

For Sri Krishna City Homes Pvt. Ltd.  
*[Signature]*  
Director

*[Handwritten Signature]*  
11/12/18



(e) The Developer hereby agrees and covenants with the Owner not to violate or contravene any of the provisions or rules applicable for construction of the New Building.

(f) That Developer hereby agrees and covenants with the owner not to do any act, deed or thing by which the owner may be prevented from enjoying, selling, assigning and/or disposing of her allocated portion in the New building as described in Schedule "B" below.

(g) That the Developer shall use standard quality of Building materials as per Schedule of Property "D".

**5. TIME FOR COMPLETION OF PROJECT:**

The Developer shall complete the construction of the New Building within 36 months with the grace period of 6 months from today or from the date of sanction of plans by the competent authority or R.M.C. and complete the project as early as possible whether Residential-cum-commercial building is sold or not, failing which the developer shall be liable to pay a compensation of Rs. 50,000/- (Rupees ~~fifty~~ thousand) only for every calendar month for such delay.

For Sri Krishna City Homes Pvt. Ltd.  
*[Signature]*

Director

*[Handwritten signature]*



6. **TIME IS ESSENCE OF CONTRACT:**

The Developer is being put in peaceful possession of "the said property", the Developer agrees to complete the project within the stipulated period. However, in the event of the Developer being unable to complete the project within the stipulated period aforesaid, excluding the period affected by 'force majeure' or other circumstances beyond its control, the Developer shall be allowed a further grace period of 6 months.

7. **FORCE MAJEURE:**

The parties hereto shall not be considered to be liable for any obligations hereunder to the extent that the performance of the relative obligation is prevented by the existence of force majeure and such obligation shall remain suspended through out the duration of the force majeure. In this regard, Force Majeure shall mean and include flood, earthquake, riot, war, storm, tempest, civil commotion, air raids, strike, lockout and/or any notice from R.R.D.A., Municipal Corporation or any other statutory body or any prohibitory order of court restraining the construction of the New Building on "The said property" or restraining construction in general and/or changes in any building bye-laws, Municipal rules or policy

For Sri Krishna City Homes Pvt. Ltd. *[Signature]*

*[Signature]*  
20/11/2018



relating to sanctioning plans, and/or any act beyond the control of the parties thereof.

**8. POWER OF ATTORNEY:**

Beside the Power of Attorney agreed to be given by the Owner to the Developer or its nominee for execution and registration of Power conveyance/s with respect to the 85% of Super built up area being the portion known as Developer's allocation, they shall also give to the Developer immediately after execution of this agreement, a Power of Attorney in favour of the nominee(s) of the developer, empowering him/them for development of "the said property" beginning from undertaking development work up to the completion of the project including the powers to arrange for prospective purchasers, enter into agreement with them, receive advance and other consideration money. The owner shall also, by the said General Power of Attorney, empower the Developer to sue for or defend any legal action, civil or criminal, arising out of or related to the said property and for that purpose engage lawyer/advocate, sign Vakalatnama, complaints, written statements, petitions and rejoinders and do all that which may be necessary for protection of the Owner's interest in the said property and for successful completion of the said project.

For Sri Krishna City Homes Pvt. Ltd.

*Devendra Kumar*

*For Sri Krishna City Homes Pvt. Ltd.*

Director



9. **DEVELOPER'S RIGHT:**

- (a) The Developer shall be entitled to advertise in its own name about the development of "the said property" and proposed sale of shops/commercial units/flats/dwelling units, with or without car parking space in the New Building to be constructed and to put up Advertisement Board on the said property.
- (b) The Developer shall be entitled to obtain the services of and enter into any agreement with any Building Contractor, Architect, Engineer, Electrician, Plumber etc. and to appoint agents at its own costs, risks and expenses.
- (c) The Developer shall further be entitled to book and allot shops/commercial and residential units etc. with or without car parking space or rights in the New Building with proportionate share in the said property to prospective purchasers in so far as they relate to Developer's allocation and to enter into agreements and receive booking money, advance amount, installments, and other payables prospective purchasers and grant receipt thereto without in any way creating any liability upon the Owner.

For Sri Krishna City Homes Pvt. Ltd.

*[Handwritten signature]*

Director



(d) However, although the Developer may start booking of units from out of the portion known as the Developer's Allocation, yet it can not sell and deliver possession of the same to the Purchasers, unless possession of the built up area in the New Building known as "the Owner's allocation" have been delivered to the Owner in completely finished condition.

**10. MUTUAL RIGHTS:**

(a) On completion of the New Building, the Owner shall be entitled to the built-up area in the New Building, known as Owner's allocation and described in the Schedule "B" below.

(b) Likewise on completion of construction of the New Building the Developer shall be entitled to the Saleable space as particularly mentioned in the Schedule "C" and known as "Developer's Allocation", PROVIDED ALWAYS that the Developer shall be at liberty to enter into such agreement for sale of the shops/commercial units/car parking space from out of Developer's allocation as it may deem fit and proper at any time after execution of this agreement.

For Sri Krishna City Homes Pvt. Ltd.  
*[Signature]*

Director

*[Signature]*



(c) The Common Area of the New Building shall be controlled by the Owner and the Developer and/or their transferees or Association of Shop Owner/Owners of commercial units Owner or a Co-Operative Society formed by the occupants of the New Building for management of the building and welfare of its occupants.

(d) That the agreement or agreements entered into by the Developer with prospective purchasers shall in no way bind the Owner in any manner whatsoever but it will further be obligatory upon the Developer in every such agreement to include the following clauses;

(i) Non-fulfillment of any of the obligation on its part will only entitle the said prospective purchasers to compensation from the Developer but not any claim from the Owner.

(ii) The prospective purchasers shall be bound by the condition that during their ownership or possession over the aforesaid residential/commercial units as also their successors-in-interest shall be found to proportionately share all charges and expenses arising or accruing in connection with all the



For Sri Krishna City Homes Pvt. Ltd.  
Director

By [Signature]

common amenities in the said building such as House Tax, Water Tax, Latrine Tax, Electricity charges for the stair case, compound, other common portion in addition to being liable for such charges in respect of their own units allotted to them or owned by them or possessed by them and,

(iii) The shops and other commercial units shall be used exclusively for commercial purposes without causing any nuisance or annoyance or inconvenience to occupiers of other shop owner/owners of commercial units etc.

(e) The OWNER and the DEVELOPER have entered into this Agreement purely as a contract and nothing contained herein shall be deemed or construed as a partnership between them not this Agreement shall be treated as Joint Venture or Adventure between them and the parties hereto do not constitute an association.

(f) It is also agreed by and between the parties hereto that the roof over the Top Floor shall be used for installation of Overhead Water Tank, Disc. Antenna, etc., and also from time to time visit by the technicians,



plumbers, lift-man and engineers etc. (appointed by the Owner Developer and or the Unit Owners Association, Co-Operative Society or a body formed by the occupants of the building), for the purpose of repairs and inspection of the Lift/Lift room, Over head Water reservoir, Disc Antenna etc.

- (g) For the maintenance of the building, and for looking after the common facilities in the building, the Owner and the Developer shall form, as it deem best, a Co-Operative Society/Association of persons/Body Corporate, of all the persons owning various units, tenements, in the New Building. All the Co-Owner of the building shall become members, of such organization shall be bound to abide by the rules and regulations as may be framed by the organization from time to time and they shall be bound to contribute towards the cost of formation so such organization as well as to pay to regular maintenance charges as be fixed for maintenance and management of the entire building complex.

- (h) The common areas shall jointly be owned by all the Owners of all the portions of the said building with equal entitlement to use



For Sri Krishna City Homes Pvt. Ltd.  
Rajesh Kumar  
By [Signature]

all common areas and facilities intended for utilization by the occupants of the said building on the same terms and conditions applicable to all for such utilization. No Owner of any part of the said land and building will have any exclusive right, title and interest over the common areas and common facilities except the right of common use.

**11. RATES AND TAXES:**

Till the completion of the Project the Developer shall be liable to pay all taxes and other dues, if any, on the said property, thereafter the Owner, the Developer, the Purchasers of Shop rooms/Commercial units in the new building, shall pay/bear the same in proportion to the area held by them.

12. (a) From the date of notice of their taking possession of their allocated area in the New Building the Owners will be responsible to pay and bear the proportionate operation and maintenance/service charges for the common facilities in the New Building.

(b) Additional Operation and maintenance/service charged may also be charged for such other services as may be provided over and above those mentioned in Clause 12(a) above.



For Sri Krishna City Homes Pvt. Ltd.  
*[Signature]*

*[Signature]*

13. The Owner is interested to get 15% of the super built up area in the said building (as per sanctioned plan) along with 15% share in parking space of the Owner's choice as total consideration of the said property from residential/commercial area. The Owner and the Developer will have the same proportionate share on the roof above the top floor of the new building, except the area left for installing overhead water tank, dish antenna and the lift area for inspection, and maintenance of which the plumbers, technicians etc. shall have free access thereto.

Provided that in future if and when plan for constructing additional floor thereon are sanctioned as permitted by any competent authority the Owner and he Developer shall have the same proportionate share of 15% and 85% respectively as per such construction.

14. **TITLE DEEDS:**

Copy of the Title Deeds in respect of the said property shall be given by the Owner to the Developer as and when required until the new building is completed and the possession thereof is made over as provided to the Owner of the portion known as Owner's Allocation, then it shall be handed over to the association



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of the flat Owners or the Co-Operative Society formed for the management of the New Building.

15. **ARBITRATION:**

It is hereby agreed by and between the parties that all disputes and differences arising out of and in relation to these presents or touching the Development of "the said property" construction of New Building and related matters thereto shall be referred to Arbitration under the Arbitration and Conciliation Act, 1996 and the decision of the Arbitrators, appointed for the said purpose shall be final and binding on both the parties.

**SCHEDULE "A"**

ALL THAT PIECE AND PARCEL OF LAND MEASURING AN AREA OF 10 KATTHA (Ten kattha) in the part of R.S Plot No.-118, Sub Plot No.:-118/A under Khata no. 3, Khewat no.2, situated at village- Hehal, Kaju Bagan, P.S.- Pandra O.P, P.S No.- 203, Sub Registration office and Dist. Sub registration office:- Ranchi including 85% of the proposed constructed area along with proportionate car parking area and proportionate facilities and amenities in the proposed newly constructed multi storied building having Ranchi Municipal Holding

For Sri Krishna City Homes Pvt. Ltd.  
*[Signature]*  
*[Signature]*  
11/11/2018



No.-1883/F in ward No.-II/C (Old) which is butted and bounded as follows:-

NORTH : 12' Wide Road  
SOUTH : Sub Plot No.-118/B  
EAST : Sub Plot No.-118/C  
WEST : Village Banhora

SCHEDULE "B"

15 % of the Super built up area in the New Building spread over all the floors, constructed as per the building plan sanctioned by RMC, Ranchi and according to the specifications mentioned in Schedule -"D" below.

SCHEDULE OF PROPERTY "C"

After setting aside the owner's allocation as detailed in Schedule 'B' above, the rest 85 % of the super built up area in the New Building will be retained by the Developer with lift facility and proportionate share in land and common facilities and amenities as defined in Clause 1(e) above as its share for its own use and/or for sale.

Other than the area known as "Owner's Allocation, the rest portion including



For Sri Krishna City Homes Pvt. Ltd.  
*[Signature]*

*[Handwritten signature]*  
31/10/2018

proportionate area in the common space, which the Developer shall be entitled to sell, transfer, lease and/or otherwise deal with the remaining saleable space in the New Building, as it deems fit and proper and it shall be entitled to enter into agreements and other commitments with any party or parties in regard to disposal thereof.

**SCHEDULE OF PROPERTY "D"**  
**(SPECIFICATIONS)**

- FOUNDATION:** R.C.C. column and pedestal, with antitermite treatment both in foundation and plinth in addition to protection for Earthquake.
- STRUCTURE:** R.C.C. Column/Beams/Slabs.
- WALLS:** 8"/10" thick external and 5" thick internal partition brick masonry.
- WALL FINISH:** External wall will have snowchem, internal wall will have snowchem.
- FLOORS:** Mosaic/Marble.
- DOORS:** Commercial Ply with Wooden Door Frame.
- WINDOWS:** Fully Steel frame and Glass.
- WATER ARRANGEMENT:** Connection with one deep tube well with over head tank and connected electric pump.
- TOILETS:** flooring with marble Tiles and Dado in plain ceramic tiles upto 5'-0' height.



Pipe for hot & cold water provided in toilets (Geyser will not be provided).

**SANITARY FITTINGS:** All C.P. or brass fittings of standard make, white glazed sanitary ware, cistern of white acrylic fiber glass.

**KITCHEN:** Marble stone working platform with ceramic tiles dado upto 24" height.

**ELECTRICAL:** Concealed conduct copper wiring with standard fittings and fixtures (Tube light, Fans, and other Fixtures not provided).

This agreement has been prepared in three copies, and all the three copies have been prepared in one mechanical process as such all are original.

IN WITNESS WHEREOF, parties to this Development Agreement have set out their respective hands on this the 24<sup>th</sup> day of November, 2013 at Ranchi, after understanding the contents of these presents.

**WITNESSES:**

1. *Chhote Lal Suresh  
Wase chutya (Ranchi)*

*कृष्णा देवी शर्मा*

LAND OWNER OF THE 1<sup>ST</sup> PART.

For Sri Krishna City Homes Pvt. Ltd.

*[Signature]*

Director

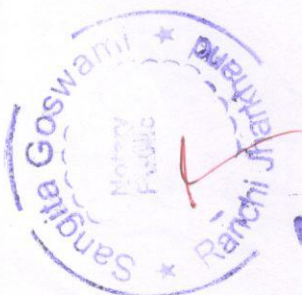
2.

DEVELOPER OF THE SECOND PART.

Signature Attested

Identification of Lawyer

31



*[Signature]*  
NOTARY PUBLIC RANCHI  
5/12/13

*Both identified by me  
Advocate  
5.12.2013*