



प्रारखण्ड JHARKHAND

C 167608

Priyanka Sharma

For Srikrishna City Homes Pvt. Ltd

Director



THIS DEVELOPMENT AGREEMENT is made on this the 31st day of December, 2013 at Ranchi;

B E T W E E N

SMT. PRIYANKA SINGH, Daughter of Sri Jai Narayan Singh wife of Shri Rahul Sharma, by faith Hindu, by caste Rajput, by occupation Housewife, resident of Kanke Road, Lake Avenue, P.S. Gonda, District Ranchi, (Jharkhand), AT present 100B, Block-F, New Alipore, Kolkata-700053 (W.B), Indian citizen, (Hereinafter called the "Landowner" which session unless repugnant to the context or

23 JAN 2014



2
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 Apartment, 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-interest, successors-in-office, legal

23 JAN 2014



For Sri Krishna City Homes Pvt. Ltd.
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Director

2

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representatives, executors, receivers, assignee(s) etc.) of the OTHER PART.

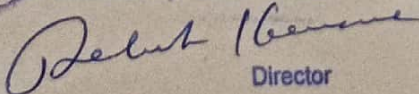
WHEREAS WHEREAS Revisional Survey Plot no. 118, measuring 0.66 acres recorded as Kaimi Raiyat originally recorded in the name of Kurchu Ahir son of Chamru Ahir under Khata no. 3 Khewat no. 2 of village Hehal, P.S. no. 203, now P.S. Pandra O.P., District Ranchi.

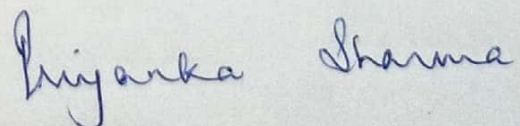
AND WHEREAS the said recorded Kaimi raiyat Kurchu Ahir son of Chamru Ahir transferred permanently the land under a registered deed of sale measuring 0.60 acres bearing R.S. Plot No. 118 in favour of Mrs. M.J. Palit in the year 1960. And the said Kaimi Raiyat Kurchu Ahir also under a registered deed of sale transferred permanently being Deed No. 5730 of the year 1960 measuring 0.21 acres bearing R.S. Plot No. 120 in favour of M/s Viola Malcolm Wife of Late Mr. Garbet Malcolm White and put the said purchasers in peaceful and Khas possession of the respective areas.

23 JAN 2014
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

3

For Srikrishna City Homes Pvt. Ltd.


Director

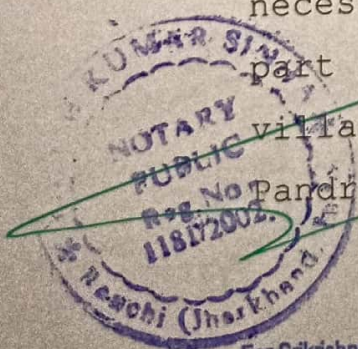

Priyanka Sharma

Mr. Keshab Kumar Verma son of Late Hari Prasad Verma and Mrs. Viola White wife of Late Garbet Malcolm White transferred under register sale of deed being Deed No. 5482 in favour of said Mr. K.K. Verma measuring an area 11 Kathas (eleven kathas) out of R.S. Plot No. 120.

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 11 kathas of land out of R.S. Plot No. 120 measuring total areas of 40 kathas, 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 5.5 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

23 JAN 2014



For Srikrishna City Homes Pvt. Ltd.
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4

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No. 3 Khewat No. 2, R.S. Plot No. 120, Sub-Plot No. 120/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. Priyanka Singh by virtue of Registered Sale Deed No. 2430 of the year 1984 dated 28-02-1984.

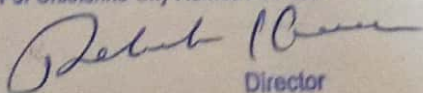
AND WHEREAS the LAND OWNER after purchase of the aforesaid land came into peaceful possession over the same and got her name mutated in the office of Circle Officer, Town Anchal, Ranchi vide Mutation case No. 2044 of 1992-93 and regularly paying rent to the State of Jharkhand.

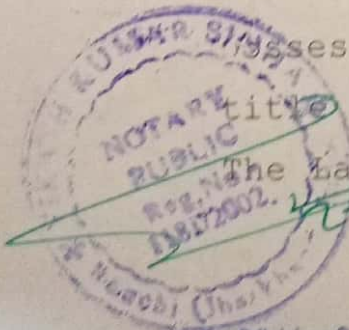
AND WHEREAS the landowner declares and assures that the said property is not the subject matter of any litigation. The landowner has not at any time hereto before made, committed, done or suffered permitted or have been a party to any act, deed, matter and things, whether by commission or omission by reason whereof the said property which 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

5

Priyanka Sharma

For Srikrishna City Homes Pvt. Ltd.


Director



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.

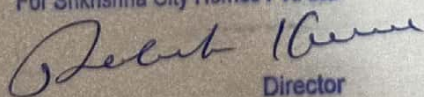
AND WHEREAS the Landowner is interested in development of the said property by constructing multi-storied building on the said property and with such intention the landowner has approached the DEVELOPER for construction of the proposed multi-storied building and to undertake the development of the project.

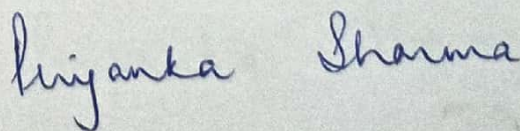
AND WHEREAS the developer being interested to undertake the construction of the proposed multi-storied building held negotiations with the Landowner and relying upon the declaration made hereinabove, the Developer has agreed to develop the said property by constructing multi-storied buildings thereon 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

6

For Srikrishna City Homes Pvt. Ltd.


Director


Priyanka Sharma

23 JAN 2014



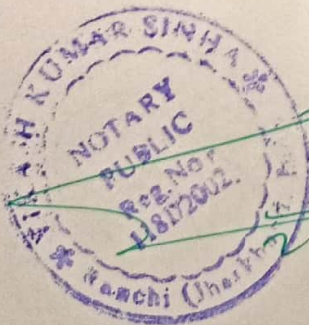
building complex) and the DEVELOPER'S ALLOCATION (i.e. share of the Developer in the proposed multi-storied building complex) on conversion basis and sale and or transfer thereof are being reproduced hereinbelow.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:-

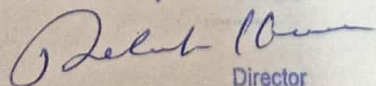
1. **DEFINITIONS-** Unless it be contrary or repugnant to the subject or context, the following terms will have the meaning assigned to them as hereunder:-

(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.

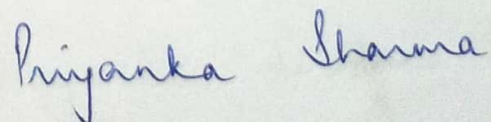
"**COMMON FACILITIES & AMENITIES"** shall mean and include Corridors, hallways, Stairways, Drive Ways, Landings, Machine Room, Staircase, Passage, Lift Shafts, Lifts Pump Room, Tube Wells, Underground water Reservoir, overhead water tank, water pump, motor, generator and other facilities which may be



For Srikrishna City Homes Pvt. Ltd.


Director

7


Priyanka Sharma

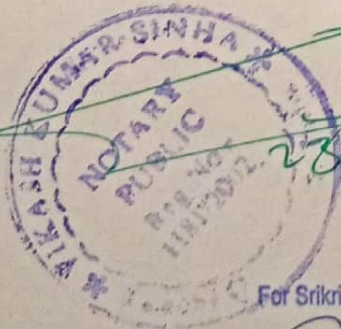
mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions and maintenance of the New Building.

(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 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".

"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

23 JAN 2014
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For Srikrishna City Homes Pvt. Ltd.

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Director

8

[Signature] Priyanka Sharma

is entitled to sell to the prospective purchaser(s) subject to the terms as mentioned herein below;

- f) "LAND OWNER'S ALLOCATION" shall mean 91% of the Super Built up area in the new building to be allocated to the Owner as part of Owner's portion. The remaining 9% of the super built up area in the New building are the allocation of the Developer in accordance with the terms and conditions of these presents. The Owner's allocation have been fully ad 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 91% and 9% share respectively in terrace and parking spaces of the building too. Common areas to

23 JAN 2014



9

For Srikrishna City Homes Pvt. Ltd.

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Director

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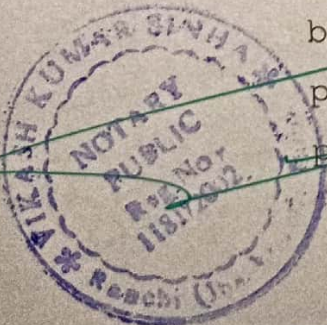
be used by all occupants of the newly constructed building.

(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.

(g) **"DEVELOPER'S ALLOCATION"** shall mean the remaining 9% of the Super Built Up area in the New Building as fully and particularly described in Schedule "C" hereinunder written excluding 91% 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 91% and 9% share respectively in terrace and parking spaces of the building too; Common area to be used by all occupants of the New Constructed Building.

23 JAN 2014

(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



For Srikrishna City Homes Pvt. Ltd.
[Signature]
Director

10

[Signature] Priyanka Sharma

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 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".

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

23 JAN 2014



For Srikrishna City Homes Pvt. Ltd.
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Director

[Signature] Priyanka Sharma

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.

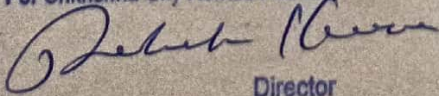
(b) The Developer will be entitled to get the plan sanctioned, modify the approved plan, as it deems fit and proper, provided such modifications are permissible and/or within the provisions of building bye-laws or as per approved scheme laid down by RRDA Ranchi, or R.M.C., Ranchi, or the other Competent Authority.

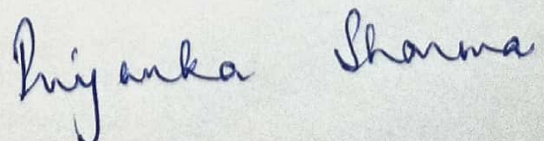
(c) The Owner will render to the Developer all reasonable assistance in obtaining all sanctions, permissions, approvals as and when required by the Developer from R.R.D.A. or R.M.C., Ranchi, or the Competent Authority Ranchi, and/or other authorities, if any, and the owner hereby agree, assure and undertake 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 Rs51000/-

12

For Srikrishna City Homes Pvt. Ltd


Director



(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.

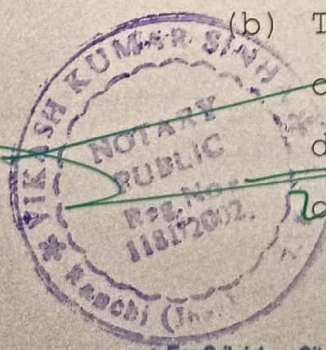
(f) The Developer shall be authorized by the owner to apply for and obtain quotas, entitlements and other allocations of such building materials as may be necessary and also to apply for and obtain temporary and/or permanent connections of Water supply, Electricity, and/or other facilities required for 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, lispendens, notices, petitions or

23 JAN 2014



For Srikrishna City Homes Pvt. Ltd.
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Director

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adjudication orders effecting the said property or any part thereof.

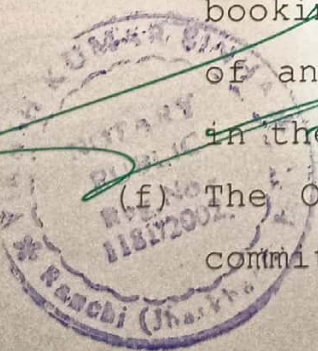
(c) That "the said property" has neither been acquired, requisitioned or restored nor any notice for acquisition requisition or restoration of the same under any statutes of past or present have received by the Owner from Competent Court, Government authority for acquisition, requisition or restoration 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

23 JAN 2014



14

For Sri Krishna City Homes Pvt. Ltd.

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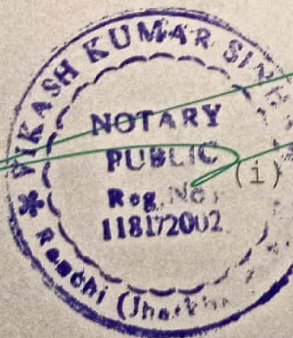
agreement for sale, lease or transfer by any mode of "the said Property" or any part thereof with any person other than the Developer and that the owner has not created any lien charge, mortgage or encumbrance on the said property and that the owner would keep "the said property" free from all encumbrances 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

23 JAN 2014



15

For Srikrishna City Homes Pvt. Ltd.

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Director

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new building she shall be liable to pay for following amenities like:

- a. Electrical charges as consumed.
- b. Charges for Generator maintenance.
- c. Deposits for forming a Corpus Fund of the Society of unit Owner of the building.
- d. Monthly maintenance and security charges.

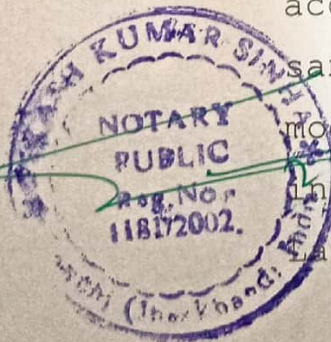
(j) The Owner of the property is entitled to request to the second party that, is the Developer for the name of the building of their own choice.

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

23 JAN 2014



16

For Srikrishna City Homes Pvt. Ltd.

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Director

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any, and directions from time to time issued by local authorities.

(b) The Developer shall arrange from 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 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 claims 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,

23 JAN 2014



For Gokulnagar City Homes Pvt. Ltd.

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17

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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.

(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.

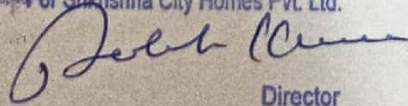
(g) That the Developer shall use standard quality of Building materials as per Schedule of Property "D".

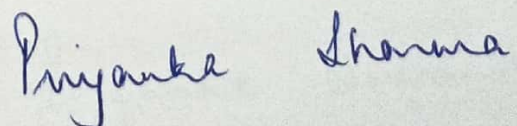
5. TIME FOR COMPLETION OF PROJECT:

The Developer shall complete the construction of New Building within 36 months with the grace period of 6 months from today or from the date of submission of plans by the competent authority or and complete the project as early as

18

For Srikrishna City Homes Pvt. Ltd.


Director


Priyanka Sharma



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.15,000/- (Rupees fifteen thousand) only for every calendar month for such delay.

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

23 JAN 2014



For Srikrishna City Homes Pvt. Ltd.

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Director

19

Prityanka Sharma

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 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 9% 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

23 JAN 2014



For Srikrishna City Homes Pvt. Ltd.

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Director

Priyanka Sharma

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.

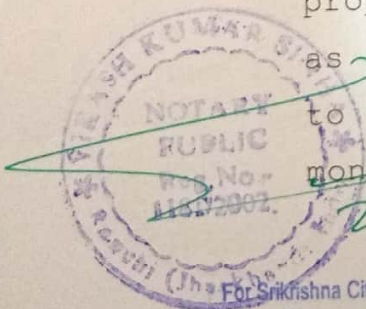
9. DEVELOPER'S RIGHT:

(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 and 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

23 JAN 2014



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For Srikrishna City Homes Pvt. Ltd.
Director

[Signature] Priyanka Sharma

other payables prospective purchasers and grant receipt thereto without in any way creating any liability upon the Owner.

- (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

23 JAN 2014



22

For Srikrishna City Homes Pvt. Ltd.

[Handwritten Signature]
Director

[Handwritten Signature] Sharma

allocation as it may deem fit and proper at any time after execution of this agreement.

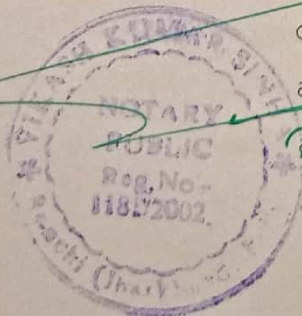
(c) The Common Area of the New Building shall be controlled by the Owner and the Developer and/or their transferees or Association of Shop Owner/Owners of commercial units Owner or a Co-Operative Society formed by the occupants of the New Building for management of the building and welfare of its occupants.

(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

123 JAN 2014



For Srikrishna City Homes Pvt. Ltd.

[Handwritten Signature]
Director

23

[Handwritten Signature] Sharma

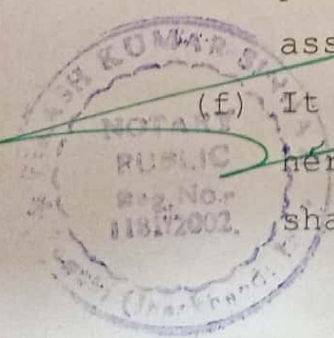
all charges and expenses arising or accruing in connection with all the common amenities in the said building such as House Tax, Water Tax, Latrine Tax, Electricity charges for the stair case, compound, other common portion in addition to being liable for such charges in respect of their own units allotted 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

23 JAN 2014



For Srikrishna City Homes Pvt. Ltd.

Debut Kumar
Director

Prityanka Sharma

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.

25 JAN 2014



For Srikrishna City Homes Pvt. Ltd.

[Signature]
Director

25

[Signature] *[Signature]*
Priyanka Sharma

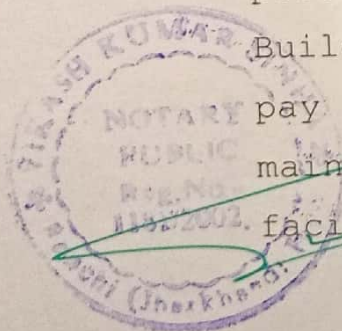
(h) The common areas shall jointly be owned by all the Owners of all the portions of the said building with equal entitlement to use all common areas and facilities intended for utilization by the occupants of the said building on the same terms and conditions applicable to all for such utilization. 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.

23 JAN 2014



For Srikrishna City Homes Pvt. Ltd.

Debab Kumar
Director

26

Priyanka Sharma

(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.

13. The Owner is interested to get 91% of the super built up area in the said building (as per sanctioned plan) along with 91% 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 the Developer shall have the same proportionate share of 91% and 9% respectively as per such construction.

23 JAN 2014

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



For Srikrishna City Homes Pvt. Ltd.

[Handwritten Signature]

Director

27

[Handwritten Signature] Sharma

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

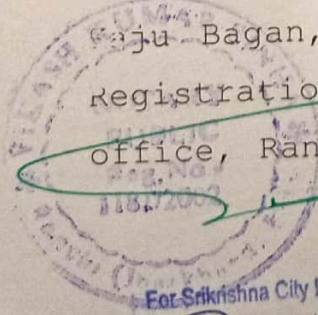
15. **ARBITRATION:**

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 5.5 KATTHA (Five and half kattha) in the part of R.S Plot No.-120, Sub Plot No.:-120/A under Khata no. 3 Khewat no.2, situated at village- Hehal, Gaju Bagan, P.S.- Pandra O.P, P.S No.- 203 , Sub Registration office and Dist. Sub registration office, Ranchi having Ranchi Municipal Holding No.-

23 JAN 2014



For Srikrishna City Homes Pvt. Ltd.

Delish Kumar

28

Ujjanika Sharma

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

NORTH : Sub Plot No. 120/B
SOUTH : Plot No.-119
EAST : Plot No.-138
WEST : Sub Plot No. 118/B

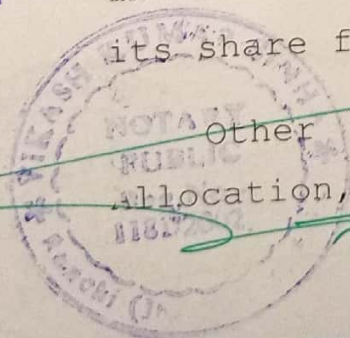
SCHEDULE "B"

91 % 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 9 % 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.

23 JAN 2014



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

For Srikrishna City Homes Pvt. Ltd.
[Signature]
Director

29
[Signature] Sharna

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 will have snowchem, internal wall will have snowchem.

FLOORS: Vitrified Tiles.

DOORS: Commercial Ply with Wooden Door Frame.

WINDOWS: Aluminum Sliding window 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.

30



For Srikrishna City Homes Pvt. Ltd.

Director

Priyanka Sharma

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

SANITARY FITINGS: 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).

GENERATOR: To be installed by Developer according to KVA distribution of the new building.

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 ____ day of December, 2013 at Ranchi, after understanding the contents of these presents.

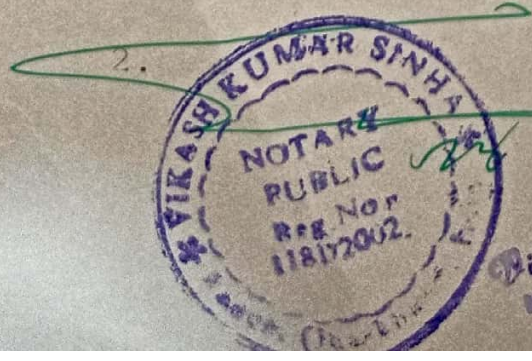
WITNESSES:

Riyanka Sharma
LAND OWNER OF THE 1ST PART.

For Srikrishna City Homes Pvt. Ltd.

Debb Kumar
Director
DEVELOPER OF THE SECOND PART.

23 JAN 2014 1.



Vikash Kumar Sinha
NOTARY PUBLIC

Identified by
them (Adv)
Signature Witnessed on
23/01/14
Identification of Lawyer