



Dated:- 05/02/2009

To,
The Secretary,
Ranchi Regional Development Authority.
Ranchi-834001

Sub:- Notice for commencement in respect of B.C. No. 952/2007.

Dear Sir,

Enclosed please find herewith Notice for commencement , Appendix F in respect of B.C.No. 952/07 for your kind information.

Thanking you,

Yours faithfully,

1. Dilip Kumar Ray

2. Dipak Kumar Ray

3. Rita Ray

Dilip Ray
Dipak Ray
Rita Ray

Encl. as above

APPENDIX F

(Bye - law No. 9. 1.)

Form of Notice for commencement

I hereby certify that the erection, demolition or material alteration in / of building no. or the development of land of khata no.
on / in Plot No. MS 2057 in Colony / street H. B. Road Mohalla / Bazar / Road
Tharpachua City Ranchi will be commenced on 05.01.09
as per your permission vide No. 952/07 dated 8/9/08 under the supervision of
Mr. Sandeep K Jha the Licensed Architect / Engineer / Town Planner / Draftsman / Group Licence
No. and in Accordance with the plans sanctioned.

Signature of Licence Sandeep K Jha
Name & Address Sandeep K Jha
AMS, opp Sidhu Kamhu Park
off Kanhe Road
Ranchi

Signature of Owner Sh Ray
Name of Owner Rita Ray
① Delip Kumar Ray
② Dipan Kumar Ray
③ Rita Ray
Address of Owner's Tharpachua House,
opp. Corporation Bank
H. B. Road,
Ranchi



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT MADE AND ENTERED INTO AT RANCHI THIS.....*18th*... DAY OF.....*March*..... 200*5*.....(TWO THOUSAND *Five*..).

BETWEEN

1. (1) Smt. Rita Ray w/o Mr. Vishwanath Ray (2) Mr. Dilip Kumar Ray (3) Dr. Dipak Kumar Ray (4) Mr. Jayanta Ray, all sons of Late Dr. Pravat Kumar Ray and all resident of Tharpakhna House, Hazaribag Road, P.S. Lalpur, District Ranchi- 834001. (hereinafter called the First part/Land owners) of the first part which term on expression shall, unless repugnant to the subject or context or specially excluded by, be deemed to include it's successors in interest, legal representatives and assigns of the ONE PART.

AND

Sidhi Developer's Pvt. Limited, Ranchi, a company registered under the Indian Company's Act 1956. having it's registered office at 56, Circular Road, Ranchi- 834001 through its Director Shri Arun Kumar Sinha, S/O Late Balram Prasad Sinha resident of Flat No. 104, Mangalam Apartment, 56, Circular Road Ranchi – 834001 (hereinafter called and referred to as the "THE DEVELOPER") of the second part which term on expression shall, unless repugnant to the subject or context or specially excluded by, be deemed to include it's successors in interest, legal representatives and assigns of the other part.

FOR SIDHI DEVELOPERS PVT LTD.

Arun Sinha

DIRECTOR

Arun Sinha


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A. Whereas "The First Party" are in possession of a piece and parcel of land measuring an area of 6 kathas more or less, (2 katha 4 chatak more or less being possessed by Smt. Rita Ray w/o Sri Vishwanath Ray & 3 Katha 12 Chatak (more or less) being possessed by Sri Jayanta Ray, Sri Dilip Kumar Ray & Sri Dipak Kumar Ray) Where as Smt. Rita Ray got the land measuring 2 Katha 4 Chatak through Sri Santosh Kumar Ray by a registered sale deed dated 6.4.1984, vide deed no 4794, Sl. No. 4594 .

Where as Mr. Santosh Kumar Ray filed a partition suit no P.S. 176/74 and Deb Kumar Ray as plaintiffs, Dr. Pravat Kumar Ray & Mr. Prashanta Kumar Ray as defendants in the court of special sub- judges Ranchi, which was later on transferred to Addl. Sub- judge Mr. A. N. K. N. Sinha, Ranchi. Whereas the parties being their own brothers divided all the joint properties amicably by metes and bounds and compromise petition, showing the properties allotted to each of the parties was filed before the said Addl. Sub – judge, Ranchi and a decree was passed as per compromise petition and whereas the parties came in possession of the properties allotted to each of them from that day and whereas Mr. Santosh Kumar Ray was allotted exclusively the land and house described as above.

And whereas Dr. Pravat Kumar Ray s/o Late Ashutosh Ray his Attorney holder, his own son Mr. Jayanta Ray, holder of General Power of Attorney, dated 15.04.76, registered at Jagdalpur (M.P), executed deed of GIFT on 29.04.76 to Sri Dilip Kumar Ray and Sri Dipak Kumar Ray both sons of Dr. Pravat Kumar Ray vide Gift deed no 5901, SL. No 5255 Dated 29.04.76 for the plot of land measuring an area of 11 Katha 11 Chatak(more or less) pertaining to portion of MS Plot No. 2057, Holding No. 1461 , Ward No.VII of RMC.

B. And whereas the First Party hereby covenant that the aforesaid land is in their exclusive possession with absolute right, title and interest and at the same time is free from all encumbrances. debts, liens, charges of attachment and is in marketable condition and they have in themselves good right, full power and absolute authority and title to transfer the whole or part of the said property which is fully detailed and described below in the schedule of property "A" given below.



Rita Ray

FOR SIDHI DEVELOPERS PVT LTD.
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DIRECTOR

- C. And whereas the First Party are desirous of getting a Multistoried Building Complex developed and constructed on the schedule property and acquire part of built up area in the same as consideration in exchange for the full and final value of the land.
- D. That the developer approached the First Party and have requested to permit them to develop the scheduled property by construction at their own cost a Multi-Storied Building complex thereupon as per plans to be sanctioned by RRDA and other concerned authorities herein after referred to as "As Building" and give 40% of the total built up area of the building to the First Party or their nominees in consideration for the value of the said vacant land and then the First Party will make and execute a proper deed of conveyance and all other necessary documents and papers to complete title agreed to be given in respect of the said building and such conveyance shall be in favor of the share of Developer or their nominee/nominees, prospective buyers for the purpose of buying proportionate share of land and owning flats in the said building whichever is found most suitable by the Developer.
- E. Building plan for multi-storied commercial complex and parking area of approximately.....Sft. is being prepared and the same is proposed to be submitted to RRDA, Ranchi in the name of First Party for obtaining approval.

Certain terms and conditions were agreed to by and between the Developer and the First Party and the parties here to desirous of recording into writing the terms of such agreements as hereunder.

NOW THIS DEED WITNESSETH AND IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERE TO AS UNDER.

- 1. The First Party above named have authorized to appoint the Developer to develop the said scheduled property with a right to develop at their own cost, risks, responsibility and on principle to principle basis and not as agent of the First Party by putting building on the said scheduled property as per plan that may be submitted with mutual consent of both the parties and is in process of sanction by RRDA and or other authorities as per the terms and conditions that may be imposed by the concerned authorities. The Developer have agreed for development to the said scheduled properties as stated hereinabove the vacant land to be developed will mean the schedule property fully mentioned and described in schedule shown marked and delineated in red color wash in the map annexed hereto forming part of this deed.
- 2. On the execution of this agreement the First Party shall grant to the Developer license to enter upon the said property as a licensees only for enabling them to develop the said property. It is hereby expressly agreed by and between the parties hereto that the possession of the said property is being given or

Sidhi

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intended to be given to the Developer in part performance as contemplated by section 53A of the Transfer or Property Act 1882. The First Party and the Developer hereby confirm that by virtue of the Developer entering upon the said property as licensees, the same does not amount to take the possession of the property develop the same shall become formal possession of the property in the favor of the Developer only after the exchange of the 40% of the built up area to the First Party by the Developer only after execution of the conveyance in respect of the said property in favor of the Developer or their nominee / nominees and the registration of such conveyance or conveyances I favor of the Developers or their nominee or nominees.

3. The Developer shall proceed expeditiously with site development and construction work comprising of residential and parking area as per the proposed building plan.
4. As consideration for the value of the said construction in the scheduled vacant land, the First Party have to transfer 60% built up area to Developer or their nominee or nominees. The Developer agree to construct complete and deliver to the First Party and / or their nominees 40% of the total new construction in the said vacant land in the shape of built up area with undivided proportionate land i.e. the First Party will get or retain 40% of the total built up area with the proportionate share in land and common construction, shall/be deem to form always adequate consideration for the total land area aforesaid to be conveyed by the First Party to the Developer. It is agreed between the parties that the Developers shall pay an amount of (1) Rs. 5100/- to Smt. Rita Ray as Non-refundable/ non adjustable amount (2) Rs. 150000/- by April 2005 & Rs. 150000/- by May 2005 to Sri Dilip Kumar Ray as refundable/ adjustable amount (3) Rs. 150000/- by April 2005 & Rs. 150000/- by May 2005 to Sri Dipak Kumar Ray as refundable / adjustable amount (4) Rs. 100000/- by April 2005 & Rs. 100000/- by May 2005 as refundable/ adjustable amount to Sri Jayanta Ray as signing amount.
5. That the right to develop the site and construct the multi-storied shopping / office complex shall not, without the consent of the First Party expressed in writing, be allotted by the Developer to any other person/firm.
6. That it shall be the duty of the duty of the Developer to have the plan of the proposed building to be constructed on the said property amended, if required, in accordance with rules and regulations of the concerned authorities for obtaining approval. All expenses in connection with the approval of the amended plan shall be borne by the Developer.
7. The Developer shall in the course of erection and completion of the said building do all lawful acts and things required by and perform the works in conformity in all respects with the provisions of the statutes applicable there to and with the Byelaws and the rules and regulations of the RRDA and /or the

For SIDHI DEVELOPERS PVT LTD.

DIRECTOR



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local authority or authorities having jurisdiction the regulate the same and shall throughout keep the First Party harmless and indemnified from and against all claims for the fees, charges, fines and other payment whatsoever which during the progress of the work may become payable or demanded by the said authorities in respect of the said work or of anything done or caused to be done or omitted to be done under the authority herein contained and shall generally and from time to time discharge and pay from the date of possession all claims, casements, outgoing rates, rents, municipal taxes and other dues, duties imposition and burdens at any times hereinafter chargeable against the First Party or occupier by statutes or otherwise relation to the said property or any building/s thereon as and when they shall become due and/ or payable and shall keep the First Party indemnified of from and against the payment thereof.

- 7.1 Subject as aforesaid the Developer shall at their own cost, risk and responsibility obtain all other necessary NOCS, sanctions and extensions etc. from the urban land (Ceiling and regulation authorities and municipal and all other concerned authorities for the development of the said property and erection of the building on the sad property, if necessary.
- 7.2 The Developer shall not at any time cause or permit any public or private nuisance upon the said property or do something which shall cause unnecessary annoyance, inconveniences, suffering hardships or disturbances to the First Party or to the occupants of the neighboring properties.
- 7.3 The First Party shall convey, transfer and / or assign the Developer free from all encumbrances total proportionate land of the said premises at / or for consideration and on terms and conditions mentioned herein cost incurred in executing the transfer deed will be borne by the buyers or flats.
- 7.4 That subject to the right of the First Party to the use free of cost of the common ground / stair case and other common facility, the remaining built-up area and car parking will be shared by the First Party and the Developer to proportion of 40% : 60%.
- 7.5 That the First Party may depute its representatives from time to time during construction period to ensure that the building is made as per specifications with proper quality.
8. That it shall be the duty of the Developer and / or his transferees to maintain the building, grounds and other common facilities available to the developers or his buyers / nominees and charges for the maintenance of the building and common facilities shall be payable by the Developer or their buyers / nominees on pro-rata basis.
- 9(a). That the portion of the building which has to be delivered to the First Party shall be constructed and delivered complete in every respect to the First Party

For SIDHI DEVELOPERS PVT LTD.


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within 3.5 years from the date of approval of plan. It is further agreed that if for any reason whatsoever the Developer fail to fulfill the above stipulations as regard to time of delivery, the Developers shall pay to the First Party a sum of Rs. 3500 per month commencing from the date of expiry of aforesaid 3.5 years period and a further grace of a period of 6 months till the date of delivery subject to the condition that the building must be completed within 4.0 years.

- 9(b) The development of plot in adjoining areas of the present plot of 6 kathas belonging to Ray's family (appx. 1 Acre) will be explored for getting the maximum benefit to all the land owners in one year's time. However if due to any reason what so ever , this does not materialize , then in that case the map for the existing land under the present Development agreement will be prepared & submitted to RRDA in 3 months time.
10. That the Developer hereby undertakes to deliver the 40% of built up / constructed area as mutually agreed to the First Party within stipulated period of 3.5 years within normal conditions, failing which a further grace period of 6 months will be given. If Developer still does not complete and deliver 40% area earmarked for them in the project in as it is where it is condition on the due date and the Developer undertakes to pay the charges for finishing / completion of the balance work of 40% of allotted area of the project at Developer's cost and risk. If, however, Developer fails or disagrees to pay the completion cost in the next 6 months from the date of taking over possession of 40% of incomplete portion, the First Party will not transfer the rights/ title of balance 60% to the Developer or its nominees.
11. It is hereby expressly and irrevocably agreed and declared by the First Party that the Delivery of possession of 40% of the built up area of the said building by the Developer to the First Party in the manner provided in the preceding clause shall be the full consideration as mentioned in this agreement or to be mentioned in the conveyance deed later on.
12. The Developer shall be entitled to develop the said vacant land by construction thereon buildings consisting of commercial, Car Parking space and other tenements in accordance with the building plans proposed to be submitted for approval by RRDA and to allot any of the tenements proportionate to their share of 60% in the building to be constructed on the said premises to such part or portion as the Developer in the discretion think fit and to receive and realize the advances in respect of the allotment of such tenements, commercial space and parking spaces to the nominees of the Developer or purchasers of tenements and for the purpose of aforesaid and to appropriate the same and to transfer 40% of built up area to First Party as and when developed the said property or part or parts thereof from time to time.
13. The stamp, duty registration charges and all other out of pocket expenses of this agreement and this conveyance shall be borne and paid by the Developer

FOR SIDHI DEVELOPERS PVT LTD.

DIRECTOR

Rita Ray

alone. Each party shall bear and pay their respective advocates and solicitors costs.

14. That the Developer shall act as an independent Developer in constructing the said building over the scheduled property being vacant land and shall keep the First party indemnified from and against all Third Party claims arising out of any act or commission against the development in or relating to the construction of the said building.

The First Party hereby authorizes the Developer to do, if required, all acts, deeds, matters, things and in particular subject to other provisions of this agreement.

- A. To have the plan of the proposed building to be constructed on the said vacant land amended if need arises, in accordance with rules and regulations of the concerned authorities in consultation with First Party and submit the amended plan to the concerned authorities.
- B. With the application for the approval and sanction and to do and sign all writings and undertakings as may be necessary in connection with the approval and sanction of such plan.
- C. To appoint architects, surveyors, engineers and contractors and other person and persons.
- D. To make applications to the concerned authorities for obtaining electrical connections and permit or permits or quota or quotas for cement, steel and other controlled building materials.
- E. To accept service of any writ, summons or other legal process or notice and to appear and represent the owner in any court of or before any magistrate, judicial tribunal and other tribunals in connection with the development of the said property and to commence of file suits, actions or other proceedings in any court or before any public officer or tribunal relating to the development of the said cooperative or part or parts thereof and for any of the purposes aforesaid to sign, execute and deliver a file necessary vacalatnama claims, plaints, orders, applications, affidavits, petitions and other documents, papers and writings. In case of any legal proceedings in any court of law against the interest of the First Party, the Developer will take all measures at his own cost to protect the title, interest and right of the First party and reasonable advice of the first Party in this regard shall be obtained by the Developer at all times.
- F. To enter into agreement to allot commercial space and parking spaces and tenements in the aforesaid building to the purchasers except the First Party's area. It further agrees that if any prospective buyer of any part of said land/commercial space to be constructed on the said property desires to raise

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DIRECTOR

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funds for such purchase and construction by loan/advance from his employer or any other financial institution, the First Party shall have no objection in this respect.

- F1. The Developer shall be entitled to allot their share of the built up area in the building of the said premises and realize the advances thereof for development and construction of the building and for their own use. The Developer will not give commercial space / or a parking spaces to any buyer without giving the First Party's share of built up area to the First Party or their nominees.
- F2. To make agreement for allotment and transfer of the said property except the first Party's portion or part or parts thereof from time to time; to the nominees of the Developer / purchasers of the commercial space and tenements in the aforesaid building subject to the condition that the delivery of possession to such purchasers will be made with First Party area to the First party only.
- G. To give on ownership basis or other basis the said property and the commercial space/tenements etc. in the building to be constructed on the said land and to receive and appropriate to their own amount the sale price in respect thereof.
- H. And generally to do all acts, deeds and things for developing the said property.
15. Whenever required by the Developer the First Party will join as under and/or conforming party in any agreement that the Developer may enter into with any person or persons who desire to acquire commercial space or portions in the building on ownership basis. All amounts receivable under such agreements for commercial space shall be received by the Developer for the construction of the project.
- 15.1 Upon completion of the development work or before and subject to the terms and conditions contained herein as may be desired by Developer, the First Party shall make and execute in favor of the Developer or their nominee/s a proper conveyance or such other deeds in writing as the Developer may deem necessary for assuring or perfecting the title of the Developer and / or their nominees to the said vacant land hereditament and property.
- 15.2 On the completion of the said building, the First party if so required by the Developer, shall execute or join in the execution of all documents necessary for giving the commercial space to buyers, Developer nominees' legal title to their respective flats including their undivided proportionate share and rights in the land.
16. The First Party agree and undertake that they shall execute and give a general power of attorney in favor of the Developer and/or its nominee/s so that no hindrance or obstruction is caused to the Developer and thereby giving the

FOR SIDHI DEVELOPERS PVT LTD.

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Developer the authority to have and enjoy peaceful possession as licensees of the said vacant land of the said premises and to do all such acts, and/or things that may be necessary or the development planning, construction and sale of the said building or flats on the said premises. However, it is covenanted between the parties that the aforesaid general power of attorney will be governed by the provision of this development agreement and in case of any conflict between provisions of the aforesaid general power of attorney and the development agreement.

- 16.1 The First Party will be bound to execute and register the absolute deed of transfer/sale in favor of the Developer or their nominee/s of land after completion of the superstructure of the said building and after First Party taking possession of the 40% of the built-up area if required by Developer and equally and simultaneously, the Developer and their nominees.
- 16.2 That the First Party have agreed to execute any other deed of agreement or agreements or deed of release if required for the due execution of the development as agreed upon between the parties besides the irrevocable power of attorney and absolute transfer deed mentioned herein before.
17. That the First Party hereby declare:
- A] That the said area of the land shown in the schedule is approximately 6 kathas (more or less).
 - B] That the property is a freehold and the First Party has title to same free from all encumbrances.
 - C] That no notice or notification for acquisition or acquisitions under the law for the time being in force has been received, served or issued affecting the said property or any part thereof and First Party are entitled to develop and or cause to be developed the said entire property.
 - D] That there is no notice or order passed by the Ranchi Municipality or any other body or authority for set-back or either acquisition of the said property thereof and there is no requisition of whatsoever nature by the municipality or other body of authority concerning or affecting the said property or any part thereof.
 - E] That there are no statutory claims, demands, attachments or prohibitory orders made or issued by the taxation authorities, revenue authorities, municipal authorities or any government or other local bodies or authorities concerning affecting the said property or any part thereof.
 - E] That the said area of the land is out of the purview of U/S 71A of C&T Act and neither any case nor any appeal is pending under the Act.

For SIDHI DEVELOPERS PVT LTD.

Rita Ray
DIRECTOR

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G] That there are no attachments either before or after judgments and there are no claims, demands, suits, decrees, injunction, order, listeners, notices, insolvency notice, petitions or adjudication order made or issued by or at the instance of any part thereof.

That apart from the First Party none else is entitled to or has may share right, title or interest in the said property or any part thereof either as a partner of any partnership and that First Party are not binomials or trustees for any one in respect of the said property.

18. The First Party hereby irrevocably undertake not to sell, dispose alienate the said property or any part thereof save and except putting the Developer in possession thereof as licensees for the purpose of development pursuant to this agreement with the ultimate object of granting, conveying and transferring the property as developed as aforesaid to the Developer or person/s nominated by the Developer including a society of societies or an incorporated body or limited company as herein above stated, and further irrevocably undertake not to do any act, deed, mater or thing as shall be in contravention of the declaration made by them in the proceeding clauses.
19. For the purpose of verifying the correctness of the declaration herein above made by the First Party and in particular the declarations made above regarding the absolute ownership of the said vacant land and their title hereby being marketable free from all encumbrances and also their undertaking not to encumber the said property or otherwise alienate or dispose or deal with the same or any part thereof save and except as hereinabove provided, the Developer shall be entitled to retain Xerox copies of all necessary documents including documents of title relating to the property for the purpose of verification as aforesaid including investigation of the First Party title to the property. The First Party undertakes to handover all such Xerox copies relevant papers immediately. The Developer are entitled to verify the Xerox copies with original from the First Party.
20. The development of the said vacant land shall be for and on account of the Developer and neither the First Party nor any other person or persons claiming through the First Party shall have any right or interest in the development to the said property. The Developer will develop the said property in their won name and at their own cost ands hall alone be responsible for the development of the said vacant land. The First Party will decide the name of the apartment.
21. All the outgoings in respect of the said property form the date of possession as a licensee to be given to the Developer hereunder shall be borne and paid by the Developer who, however shall not be liable for any of the outgoings of the

FOR SIDHI DEVELOPERS PVT. LTD.

DIRECTOR

 Rishi Ray

property relating to period to such possession which will be liability of the First Party alone.

22. That the First Party will receive the consideration for the scheduled land in the form of built up area agreed as aforesaid. The First Party shall at no time demand any further premium or have any interest in future dealing regarding the sale of Developers share of the built up area provided the entire project of building comprising of commercial area provided the entire project of building comprises of commercial area constructed within a period of 3.5 years from the date of approval of plan. It is made absolutely clear and confirmed that if any construction is made by the Developer or their nominees/buyers of commercial space over and above proposed multi-storied even after the execution and registration of conveyance deed by the First Party in favor of Developer / or their nominees, then the First Party will be entitled for 40% of the area so constructed free of cost.
23. That the First Party as per agreement, are giving vacant possession of the land to the Developers.
24. That this agreement shall not ever be deemed to constitute a partnership of any sort between the parties hereto.
25. The party will hold their share on the same terms. The First Party will transfer 60% proportionate share of land to the prospective buyers, mobilized by the Developer. The Developer will also enter into construction agreement with the buyers for construction of the project. Total sale proceed mobilized by selling 60% of the proportionate share of land and construction cost of 60% of built up area in the project will be collected by the Developer for the construction of the total project. First Party will not have any claim on the amount collected from the buyers. The Developer shall also hand over to the First Party 40% the total constructed area as per the plan of flat and car parking space. The First Party authorizes the Second party/ Developer to develop and sale the 60% proportionate share in the said.
26. The First Party agree that in case any fine or penalty imposed on the said building for any extra built up area constructed in excess of the sanctioned plan, then the same shall be borne and paid by both the First Party and the Developer in the ratio of their respective shares of built up area in the said building for the extra provided the First Party's consent is obtained in writing as to the excess construction.
27. The First Party agree that if any levy is imposed by the Ranchi Municipality, or any other public body/(ies) or the Government for the development betterment of the area in which the said premises is located or any other levy becomes applicable on said premises of the building thereon, then the same shall be borne and paid by the First Party and the Developer jointly in the same proportion to their respective shares of built up area in the building.

FOR SIDHI DEVELOPERS PVT LTD.

DIRECTOR



28. It is agreed that after the execution of these present the Developer or their nominees shall be entitled to construct godowns and put up sign boards and hoardings on the said premises.
29. It is agreed that in all transfers / conveyance or land and /or built up area the purchaser / transfer shall bear the cost of stamp duty, court fees and other registration charges.
30. That the First Party will not be required to take steps to disposes the Developer or their men provided the construction work is carried on and completed in terms of this development agreement and the First Party will be bound to execute and register the sale deed or absolute transfer deed or deed of release as stated herein above and incase of failure to do so, the First Party will have all rights to maintain possession over the land and built up area and will have no objection or plea to refuse or object to the execution and registration of the sale deed, provided the construction are completed within the prescribed time and as per the term noted above.
31. That in case of dispute and differences arising out of relating to this development agreement, the same will he settled be reference of the dispute or differences to the arbitrators appointed by both the parties under the provisions of the Arbitration and Conciliation Ordinance 1996 as amended from time to time. The courts of Ranchi shall have the jurisdiction to entertain and try all action, suits and proceedings arising out of this agreement.
32. In case, at any time in future, additional built up area above proposed square feet on the said premises is permitted or sanctioned or constructed by the Developer, this will be shared mutually with the same terms as contained in this agreement and from this additional built up area, 40% will be given to the First Party and balance 60% will be owned by the Developer. Total roof right of top floor of the building shall remain with the First Party at all times.
33. The First Party shall bear and pay all outstanding charges and use of whatsoever nature due and payable in respect of scheduled property including ground rent, property tax, water and electricity charges, municipal dues/tax and other outgoing up to the date of this agreement. There after from the date of agreement all rents, taxes etc. will be borne by the Developer and the Developer indemnify the owners against the same.
34. The First Party and / or their nominee/s will have the same rights, titles and interest to use and enjoy to all the common pool areas, stair cases, common parting space, common passages and lobbies, etc. as the Developer and /or their nominees.

SCHEDULE OF PROPERTY

All the piece and parcel of land having M.S. Plot No.2057, Holding No.1461, Ward No. VII, of Ranchi Municipality measuring an area of 6 Kathas (more or less), situated at Tharpakhna House, Hazaribagh Road, P.S.-Lalpur, District- Ranchi.

Land is butted as follows:

NORTH : Hazaribagh Road

SOUTH : Portion of M.S. Plot No. 2057

EAST: House of Mr. Tiwari

WEST: Portion of M.S. Plot No. 2057

IN THE WITNESS WHEREOF THE FIRST PARTY and THE DEVELOPER have put their respective hands on the date, month and year above written after fully understanding the contents of these presents in presence of the witnesses.

Rita Ray

(1) (Smt. Rita Ray)

Dilip Kumar Ray

(2) (Mr. Dilip Kumar Ray)

(3) (Dr. Dipak Kumar Ray)

(4) (Mr. Jayanta Ray)

Jayanta Ray

SEGNAME OF THE FIRST PARTY

For SIDHI DEVELOPERS PVT LTD.

Director

DIRECTOR

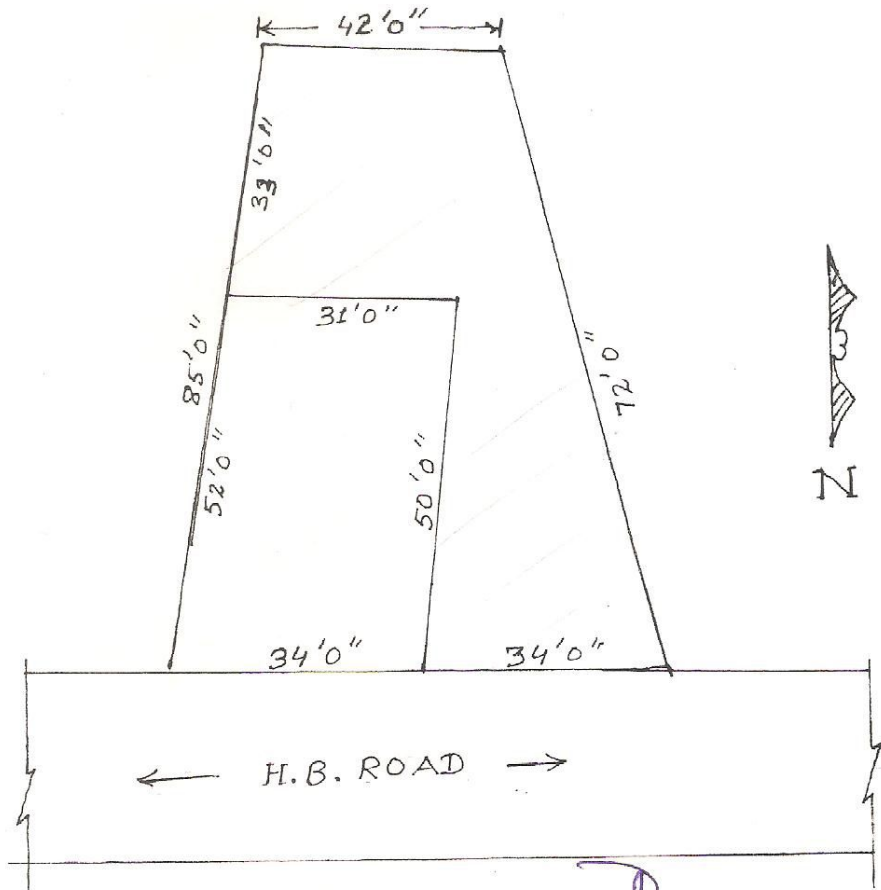
SEGNAME OF THE SECOND PARTY

WITNESSES

① *Ray*
(Vishwa Nath Ray)
Tharpakhna House
Ranchi - 1

② *Bipro Das Dutta*
H. B Road Tharpakhna
Ranchi - 834001

HOLDING NO. - 1461
WARD NO. - VII
M.S. PLOT NO. - 2057
P.S. - LALPUR
DIST. - RANCHI
AREA: \approx 6 KATHA (MORE OR LESS)



For SIDHI DEVELOPERS PVT LTD.

Arbelle
DIRECTOR

Jay
Raj
Rita Ray