

Sale of 45882 in favour of member
12318

11939

12/12/90
15/12/90
13/12/90



13/12/90
सचिव
प्रियदर्शनी सहकारी गृह निर्माण
समित्या धनबाद

Registration
under description
of other table of
fee
Sachin Singh
13/12

THIS DEED OF SALE TO TRANSFER THE OWNERSHIP of property, as Described in the Schedule and under the terms & conditions indicated below, is executed today the 13th Day of December one thousand nine hundred ninety by and between.

PR. YADARSHNI SANKARI GRIHA NIRMAN SAMITY LTD

registered under Bihar & Orissa Co-operative Societies Act 1935, having its office at ANAND NAGAR opp. G. M. R S., Hanbad 826001 (Bihar) with registration No. 16/86 represented by its President or Secretary and/or in their absence, Treasurer or member of the Board of Society duly authorised for this purpose, referred to as "HOUSING CO-OPERATIVE SOCIETY", which expression shall unless excluded by or repugnant to the context, be deemed to mean its successors, representatives, executors, receivers, administrators, and assignees

THE FIRST PARTY (THE SELIER)

AND

SMT JAYANTI DEVI
Son/Wife of Sri Rajesh Kumar Sharmadik
Presently working as Housewife
And Residing at Kenduiga, Hanbad

he/inafter referred to as Purchaser, which expression shall unless excluded by or repugnant to the context be deemed or mean his of/her, heirs executors, representatives and assigns of

THE SECOND PARTY (THE PURCHASER)

AND WHEREAS the Society has been registered under the Rules to develop modern residential colonies and built and/or allot the residential bungalows after construction, to its members on submission of necessary undertakings to this effect, under the terms & conditions applicable from time to time and to meet with this objective, the Board of the Society has taken up a plan of developing BHAGIODAY Colony after acquiring certain area of land in village NAWADIH The First Phase Scheme.

AND WHEREAS to develop the Bhagioday a lay-out plan of the colony as well as different plots have been prepared and presented to the members by the Society for selection as per this choice on "first come first served basis".

AND WHEREAS The offers have been made open to the eligible members from time to time for their opting of plots, in accordance with the Rules, applicable and byelaws to the Soci-

S S VISHWAKARM/
NOTARY PUBLIC
DHANBAD



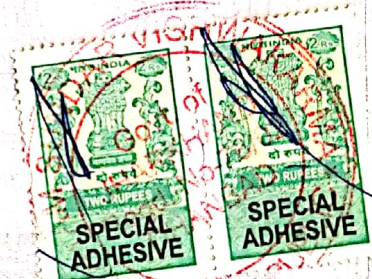
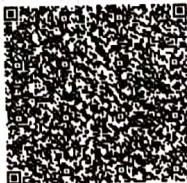
सत्यमेव जयते

INDIA NON JUDICIAL
Government of Jharkhand

e-Stamp

Certificate No. : IN-JH21419153685005R
Certificate Issued Date : 18-Sep-2019 11:12 AM
Account Reference : CSCACC (GV)/ jhcsceg07/ JH-DBASH0310/ JH-DB
Unique Doc. Reference : SUBIN-JHJHCSCEG0729686406546948R
Purchased by : RAJESH KUMAR SHOUNDIK
Description of Document : Article 4 Affidavit
Property Description : AFFIDAVIT
Consideration Price (Rs.) : 0
(Zero)
First Party : RAJESH KUMAR SHOUNDIK
Second Party : AS APPLICABLE
Stamp Duty Paid By : RAJESH KUMAR SHOUNDIK
Stamp Duty Amount(Rs.) : 100
(One Hundred only)

SL. No. 25 Date 18.09.2019



-----Please write or type below this line-----

Be fore: The Notary Public, Dhanbad.

Affidavit

I, Rajesh Kumar Shoundik, S/o. Shiv Shankar Shoundik, aged about 60 years, by faith Hindu, by occupation Business, resident of (Permanent) Chhatatand Bazar Kusunda, P.O. Kusunda, P.S. Kenduadih District Dhanbad, Jharkhand, at present residing at New Market Building, Bank More, 2nd Floor 201 Dhanbad SR 0003498231 Jharkhand, do hereby solemnly affirm and declare as under: -

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

1. That, I am Partner of "Finstem Infrastructure India Private Limited".

2. That, I am owner of the following properties ; details are as under :-

Mouza Nawadih, P.S. Dhanbad, Sadar Registry office and District Dhanbad, Thana No.02, Khata No.17, 62, Plot No. 1435 & 1443 Area 3 Kathas 10 $\frac{1}{2}$ Chhatak or say 6.46 decimals butted and bounded as under :-

North : Vacant land.

South : 20' Road.

East :

West :

3. That, the total consideration amount of the said proper as per present market rate Rs. 70,00,000/- (Rupees Seventy Lacs)

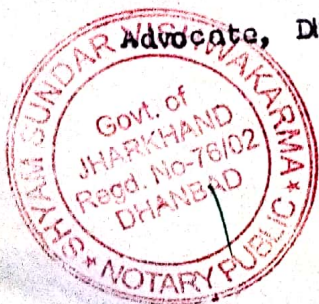
4. That, statements made are true and correct to my knowledge, belief and information.

5. That, I am swearing this affidavit to produce it before the competent authority for needful.

Verification

Solemnly affirmed before me by the deponent who is duly identified by Sri N.P Singh

The statements made are true to my knowledge and belief. I sign this at Dhanbad on 18/09/2019.



S
18/9/19
S. VISHWAKARMA
NOTARY PUBLIC
DHANBAD

Authorised
u/s 297 (1) (c) of the Cr. P.C.
(Act No 11 of 1974) & u/s 18
of the Notaries Act 1952
(Act No 53 of 1952)

Kajesh Kumar Sheela
(Deponent)

Identified by:
(Signature)
Advocate, 18.9.19

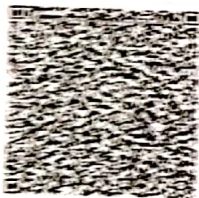
Notary Public, Dhanbad



INDIA NON JUDICIAL Government of Jharkhand

e-Stamp

Certificate No. : IN-JH16629691690187R
 Certificate Issued Date : 08-May-2019 09:55 AM
 Account Reference : SHCIL (FI) jhshcil01/ DHANSAD/ JH-DB
 Unique Doc. Reference : SUBIN-JHUHSHCIL0121559977392466R
 Purchased by : KAMALKUMAR KUSHWAHA
 Description of Document : Article 5 Agreement or memorandum of an Agreement
 Property Description : N A
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : KAMAL KUMAR KUSHWAHA
 Second Party : AS APPLICABLE
 Stamp Duty Paid By : KAMAL KUMAR KUSHWAHA
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MOU") executed on this May 09, 2019 ("Effective Date") amongst

1. Mr. Raj Kumar Kushwaha S/o Mr. Dhanush Dhari Prasad Mandal R/o Near Shiv Mandir, Nilanchal Colony, Nidhipur, Dhanbad, Jharkhand-828127

Raj Kumar Kushwaha

Dhanush

Skyman Kumar
Finster Infrastructure India Pvt. Ltd.
Rajesh Kumar

VO 0003996643

Statutory Alert

1. The authenticity of this Stamp Certificate should be verified at www.e-stamp.com. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy raised from the Government, it shall be the responsibility of the user to approach the Government for redressal.

2. Mr. Kamal Kumar Kushwaha S/o Mr. Dhanush Dhari Prasad Mandal R/o Gajua Tand, Near Durga Mandap, Dhanbad, Jharkhand-826001

3. Mr. Shayamal Kumar S/o Mr. Dhanush Dhari Prasad Mandal R/o Gajua Tand, Near Durga Mandap, Dhanbad, Jharkhand-826001

(Hereinafter referred to as the "LAND OWNER'S" which expression shall, unless repugnant or contrary to the context hereof, be deemed to mean and include its successors in interest, assignees, representatives and authority holders etc.)

AND

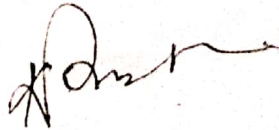
M/s. Finstem Infrastructure India Pvt. Ltd. A company duly incorporated and validly existing under the companies Act 1956, having its registered office at D-80, Sector 2, Noida, Uttar Pradesh - 201301 through its Director Mr. Rajesh Kumar Shoundik (hereinafter referred to as the "DEVELOPER" which expression shall, unless repugnant or contrary to the context hereof, be deemed to mean and include its successors in interest, assignees, representatives and authority holders etc.).

The owner and the Developer shall hereinafter be referred individually as a "Party" and collectively as the "Parties".

BACKGROUND:

- A. developer is *inter alia* engaged in the business of promotion and developing of Real Estate projects;
- B. AND WHEREAS The first party is the owner of 65 Katha's (approx) of land situated at plot no 360,361,362,363,364,365 and 366, which falls under Mouza Barmasia and Duhatand, mouza no 49 and 47 , Anchal Dhanbad, Distt Dhanbad , Jharkhand emanating under regd. Deed no 4378,23453,564,7866,1492,3814,12242,11946 and 3393.

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Finstem Infrastructure India Pvt Ltd
Rajesh Kumar Shoundik
Director

- c. The developer intends on developing a Real Estate project on the land of the land owners and are thus executing the present Memorandum of Understanding for handing over development rights to the developer by the land owner.
- d. And WHEREAS Registered Power of Attorney will be granted to the Developer for construction, sale and entering into agreement for sale and other related purposes.

NOW, THEREFORE, IT IS HEREBY AGREED, DECLARED COVENANTED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

ARTICLE I: DEFINITIONS

The definitions of the various terms referred to in this agreement are as specified hereunder and the same shall always form part of this Agreement:

- i. **THE OWNER'S'** shall mean the Owner's herein of first part and his/her respective legal heirs, legal representatives, executors, administrators, assigns, transferees/nominees.
- ii. **'THE DEVELOPER'** shall mean the Developer herein of second part and its successors in office, legal representatives, executors, administrators, assigns, transferees/nominees.
- iii. **'THE PREMISES'** shall mean all That piece and parcel of land admeasuring almost 65 Katha's together with easement right lying and situated at Plot No. 360,361,362,363,364,365 and 366 under Khaata No. 4,9,10 and 86 in Mouza No. 49 and 47, Barmasia and Dhuatand in the District of Dhanbad, Jharkhand, more fully and particularly described in the Schedule "B" herein under written out of the total area of 65 Katha as described in Schedule "A"
- iv. **'THE PROPOSED BUILDING'** shall mean building or buildings proposed to be constructed on the said premises in conformity to the building plan to be approved by the competent authority i.e. MADA, Municipal Corporation etc and shall include the car parking and other spaces intended for the enjoyment of the building by its occupants.

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[Signature]

Shyamaz Kumar

Finstem Infrastructure India Pvt Ltd

[Signature]

- v. **'BUILDING PLAN'** shall mean such building plan or plans to be sanctioned and/or revised by the MADA, Municipal Corporation etc., other appropriate authorities for construction of a building on the said premises and shall include any amendments thereto and/or modification thereof
- vi. **'Floor Area Ratio' FAR** shall mean the floor area ratio available for construction on the Premises according to prevalent MADA/ municipal law.
- vii. **THE TOTAL AREA** 'shall means the space in the proposed building available for independent use and occupation including common portion and/ or common facilities and services. i.e. the super built up area.
- viii. **SALE PROCEED** 'shall mean any amount which is collected by the Developer against the sale of any unit in part of full constructed or unconstructed on the Said land excluding any taxes paid on the said sale or commissions/brokerage or other expenses made in order to initiate such sale.
- ix. **'OWNER'S ALLOCATION'** shall mean 25% (twenty five percent) of Total Area of the said proposed building to be constructed in the Said Premises.
- x. **DEVELOPER'S ALLOCATION'** shall mean remaining 75% (seventy five percent) of Total Area of the said proposed building to be constructed in the Said Premises.
- xi. **'TRANSFER'** within its grammatical variations shall include transfer of possession by sale or any other means adopted for effecting what is understood as a transfer of flat/space in the building to intending purchaser thereof although the same may not amount to a transfer in law.
- xii. **'TRANSFeree'** shall mean a person, firm, limited company, Association of person to whom, any flat/space in the building has been transferred/sold.

ARTICLE II: OWNER'S REPRESENTATION

That in the manner stated hereinabove the Owners are the absolute Owners of the said premises more fully and particularly described in Schedule "A" hereunder written and is in possession of the Premises and the Owner shall provide the

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Finstem Infrastructure India Pvt. Ltd

Rajesh Kumar Shrivastava

Director

developer with marketable title thereto and have not entered into any agreement creating any right in the Premises with any other developer.

2.1 That the Said Premises is duly mutated in the records of the Circle Officer, Dhanbad in the name of the Owner's.

2.2 That the Said Premises is free from acquisition and/or requisition of any nature whatsoever.

2.3 That the Said Premises are not affected by any Road Alignment.

2.4 The Said Premises along with the other land within the adjoining area were affected by provisions of the Urban Land (Ceiling & Regulations) Act, 1976 and later on the Premises were allotted to the Vendee of this land as free land. There is no legal bar for development and construction of a new multi-storied building on the Said Premises.

2.5 That there has been no notice of attachment, requisition, and acquisition received from any Competent Authority in respect of the said premises.

2.6 That the Owner's shall cooperate and comply with all requisitions made by the Developer or its representative/assignee/employee for the purpose of development of the said premises.

2.7 That the Owner's hereby grants/conveys its permission/consent/approval to the Developer for developing development and the developer also hereby agrees/accepts to develop/construct the complex on the said Land which shall be named **as per the developer**. The Developer undertakes and agrees to develop on the Said Land with its own resources as well as the consideration money received from the intending purchasers.

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Shyamal Kumar

Finstem Infrastructure India Pvt Ltd
Shyamal Kumar Shrivastava

ARTICLE III: OWNER'S OBLIGATIONS

- 3.1 The Land is in the complete possession of the First Party. However, the access road of fifty feet from the main road until the boundary of the Land has to be provided to the Developer by the Land Owner within 90 days from the date of this agreement.
- 3.2 Post Legal Clearance, for which the fee will be borne by the Developer, the Land Owners hereby confirms that they will execute the Development Agreement and Registered Power of Attorney in favour of the Developer.
- 3.3 The Land will be in the possession of the Developer for construction and selling of units. However, the Owner's will have a complete access to the Premises as and when they want.
- 3.4 The Owner shall make out a marketable title in respect of the said property free from all encumbrances, charges, liens, impediments, attachments, trust whatsoever or howsoever and shall answer all questions as may be required by the Developer. All the papers and documents in original and /or copies thereof duly certificated to be true copy shall be handed over to the Developer and the Owner's further undertake to obtain all necessary permission in order to avoid any legal discrepancy which may arise in future.
- 3.5 The Owner's shall simultaneously, execute a Registered Power of Attorney in favour of the Developer or its nominee for construction of the multi-storied building at the said plot/unit for construction in the said proposed multi storied building and other ancillary acts. The Owner's shall not do any act or deed that may have the effect of cancelling or revoking the POA or in any manner prejudicing or affecting the power/authority vested in the Developer.
- 3.6 Notwithstanding grant of the aforesaid General Power of Attorney, the Owner's hereby undertakes that they will execute as and when necessary, all papers , documents , plans etc. for the purpose of development of the premises.

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Shyamal Kumar
Finslem Infrastructure India Pvt Ltd.
Rajesh Kumar Shomshil
Director

- 3.7 All the requisite licenses, permissions, sanctions and approvals of the Competent Authorities and thereafter to construct on the Said Land, a multi storied complex as per group housing byelaws will be procured by the Developer.
- 3.6 The developer will share the sale details along with the rate of the premises with the land owner on a quarterly basis.
- 3.7 The Owner's agree and covenant with the developer not to do any act or thing whereby the Developer may be prevented from selling assign and/ or disposing of any portion in the building.
- 3.8 The Owners hereby undertake to register and execute the Agreement of Sale/Memorandum of Understanding/ Deed of Conveyance or a Deed of Transfer or any other nature in favour of the buyers of the units built and sold by the Developers as per the rules and regulations of transfer of property prevalent in the state of Jharkhand at the time of registration of such documents and deeds.
- 3.9 The Owner's must take necessary actions to get the sold units registered in favour of the buyers

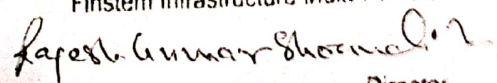
ARTICLE IV: DEVELOPER'S RIGHT AND OBLIGATIONS

- 4.1 The Owner's has appointed M/s. Finstem Infrastructure India Pvt. Ltd as the Developer of the said Premises for the purpose of constructing building or buildings at the said Premises for commercial exploitation on the terms and conditions herein contained.
- 4.2 Rupees 10 Lakhs each has to be paid to each party of First Part by the Second Party post procurement of Sanctions/ Approvals from all the Govt competent authorities in force and Home Loan approval from any Nationalised Bank for which a deadline of 90 days will be given to the Developer.
- 4.3 The selling price of the unit allocated to the Developer shall be





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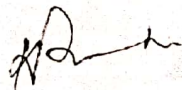
Finstem Infrastructure India Pvt Ltd

Director

decided by the Developer and the owner will not intervene in the matter. The Owner's will not have any discretion in the matter of sale of units allocated to the Developer and shall not intervene with the matters related of price of any unit allocated to developer. The Developer has the sole and unanimous right to decide and change/alter the price at the sole discretion of the Developer of his allocation.

4.4M/s. Finstem Infrastructure India Pvt. Ltd at its own cost have taken steps or shall take steps:

- a) To devise a scheme of amalgamation of the said premises for its best commercial utilization (if required) and compliance of all the statutory procedural laws for giving effect to the same and If such activity is done by the developer the cost of alteration will be borne by the developer.
- b) To prepare plans for construction of the New Building or Buildings on the said Premises according to the Building Rules of MADA, Municipal Corporation, any other local authority and have the Owner's get the said plans approved and thereafter construct new building or buildings in accordance with the new sanctioned plan at the cost of the Developer.
- c) To submit and resubmit all further plan(s) with modification and/or file applications and other documents or papers for the best commercial exploitation of the said premises and to do all further acts deeds matters and things as may be required by the Owner's to obtain permission in respect of the construction of building, clearance of building plans or otherwise relevant for the purpose from the appropriate government department and/or authorities concerned.
- d) To do all such other acts deeds and things as may be necessary for construction of the said Premises and for such purpose to appoint necessary Architects and Professionals.

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Finstem Infrastructure India Pvt. Ltd
Kajal Kumar Shrivastava

Director

- e) To make its best efforts to commence and complete construction of the Buildings on the said Premises within four years from the date of obtaining sanction plan unless prevented by reason beyond its control including force majeure.
- f) To appoint contractors/sub-contractors for the construction of the building.
- g) To construct the Buildings in accordance with the sanctioned plans and to take all precaution, safety, insurance and follow the norms prescribed by MADA, other authorities and under the National Building Code and to comply with and/or take necessary permission as required under any law for the time being in force.
- h) The Developer shall be authorized in the name of the Owner's to apply for and obtain temporary connection of water, electricity, drainage and sewerage.
- i) To act diligently and efficiently in the matter of construction of the Buildings and hereby agrees to indemnify and/or to keep the Owner's indemnified from and against all claims or compensation and actions arising out of any act or omission of the Developer or any action in or relating to the construction of the Buildings on the said Premises.
- j) The Developer shall be entitled to deal with the Developer's allocation in its absolute discretion without any hindrance/objection from the Owner's and shall be entitled to receive payments in this regard subject to the provisions of the Real Estate Regulation Act .

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Shyamprakash Kumar

Finstem Infrastructure India Pvt. Ltd.

Rajesh Kumar Shrivastava

Director

ARTICLE V: CONSIDERATION AND SPACE ALLOCATION

The Owner's having granted and/or agreed to grant exclusive right to Developer to commercially exploit the said Premises by construction of building and common area on the said Premises on its own costs and in consideration of Owner's undertaking to pay and bear the cost of clearing all hindrances and obstacles, and the cost of obtaining permission and consent required for construction.

- i) Expenditure made in respect of Possession Clearance over the proposed area shall be adjustable as detailed enclosed.

5.1 OWNER'S/DEVELOPER'S ALLOCATION:

Owner's allocation shall mean 25% (twenty five percent) of Total Area as described in definitions. The quality of construction for Owners Allocation should be standard for the project and defined as Schedule C herewith.

Developer's allocation shall mean 75 % (seventy five percent) of the Total Area as described in definitions.

The Owner's shall be entitled to transfer or dispose of the Owner's' Allocation as per the terms stated in the MOU. However, in case of any change in the area, the share will equally be adjusted at 25:75 ratio, wherein 25% belongs to the Owners and 75% belongs to the developer.

The Complete land belongs to the Owner's and the clear title to start the construction is the Owner's responsibility and the Developer's responsibility is to procure approvals from competent authority to construct the residential apartment until end delivery to the end user including Owner's share.

- a) All sales made by the Owner from Owner's Allocation will be made at the rate of Standard Sale Price decided mutually by the Developer and the owner. All amounts collected by the owner from prospective buyers or units retained by owners in lieu of compulsory charges such as, ClubMembership, power back up charges, electricity new connection charges etc. is to be deposited with the Developer.

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Shyamal Kumar

Finstem Infrastructure India Pvt. Ltd.
Rajesh Kumar Shrivastava
Director

ARTICLE VII: BUILDING

- 7.1 The Developer shall at their own cost and expenses construct, erect and complete a multi-storied building on the said plot of land on or before 3 years from the date of procurement of approvals required to start the construction along with the HOME loan approval from any scheduled bank in accordance with the Building plan with good and standard materials as may be specified by the architect from time to time.
- 7.2 The Developer shall install and erect the building at his own cost which will include all sanitary and plumbing installations, water storage tank, overhead reservoir, electrification, and other facilities as are required to be provided in the multi-storied building having self-contained apartments and constructed for sale of flats.
- 7.3 The Developer shall be authorized in the name of the Owner's in so far as it necessary to apply for such services, utilities materials for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electrical power, drainage, sewerage to the said building and other inputs and facilities required for the construction or enjoyment of the building for which purpose the Owner's shall execute and register in favour of the Developer or its nominee a General Power of Attorney in such form as shall be required by the Developer.
- 7.4 The Developer shall on their own and without creating any financial or other liability on the Owner's, construct and complete the said building in accordance with the building plan and/or revised building plan.
- 7.5 All costs, charges and expenses including Architect's fees, employees and contractors shall be discharged by the Developer and the Owner's shall bear no responsibility in this context.

ARTICLE VIII: COMMON RESTRICTIONS

- 8.1 No Transferee / Occupant of the apartment / /spaces in the New Building (Units) shall use or permit to be used their Units or any portion thereof for any obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the New Building.
- 8.2 No Transferee / occupant of the New building/ shall demolish or permit demolition of any wall or other structure in their respective Units or any portions, major or minor, which will change the nature and character of the building. However, internal modification within the Unit without creating any effect on the structure of the NewBuilding or the common portions can be

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Finstem Infrastructure India Pvt. Ltd.
Rajesh Kumar Shrivastava

made by the respective Transferee /Occupant subject to the compliance of all existing Rules including the Building Rules of the concerned authority. No Transferee / Occupant of the new Building shall alter the outer elevation of any Unit.

8.3 All the transferee/ occupants of the new buildings shall abide by all laws, bye laws, rules and regulation of the government and local bodies and shall attend to, answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye laws rules and regulations.

8.4 All the transferee/ occupants of the New building shall keep their interior walls, sewers drains; pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective Units in good working condition and repair and in particular so as not to cause any damage to the New Building or any other space or accommodation therein and shall keep the other occupiers of the New Building indemnified from and against the consequences of any breach.

ARTICLE IX: TITLE DEEDS

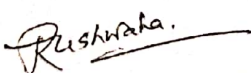
9.1 The photo copies of original documents in respect of the said property shall be kept with the Developer who shall hold such documents during the subsistence of this agreement and the Owner's shall be entitled to allow inspection to the customers of the Developer and/ or may allow them to take extracts of the title deeds and produce the same of true copies thereof when documents are needed by the Developer for legal revenue or other such causes.

9.2 After the completion of the said building and sale of all the Flats original title deeds exclusively relating to the said property and the certified copies of the documents (court cases) shall be made over to the registered Flat Owner's society or Association or the Developer as the case may be.

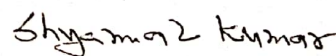
9.3 The left out portion of Owner's allocation shall be registered in his name on possession after the completion of the building by the developer.

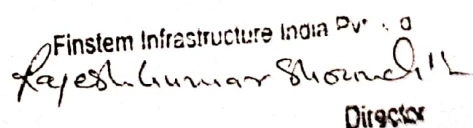
ARTICLE X: FORCE MAJEURE

10.1 The Parties hereto shall not to be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the force majeure and shall be suspended from the obligations during the tenure of the force majeure.


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Finstem Infrastructure India Pvt. Ltd.
Rajesh Kumar Shrivastava
Director

10.2 Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lockout and/or any other act or commissions beyond the control of the parties hereto.

10.3 Either party shall inform each other about incidences of Force Majeure.

ARTICLE XI: ARBITRATION

In case of any dispute difference or question arising between the parties with regard to interpretation meaning or scope of this Agreement or any rights and liabilities of the parties under the Agreement or out of the Agreement or in any manner whatsoever concerning this Agreement the same shall be decided by and referred for arbitration to any person nominated/appointed by the Developer and Owner jointly and mutually under the provisions of the Arbitration and Conciliation Act, 1996 or any amendment thereto, whose decision will be final and binding upon the parties. In case of any disputes arises, the jurisdiction will be held in Dhanbad.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day month and year first above written

SIGNED, SEALED AND DELIVERED by the OWNER'S at _____ in the presence of:

1. *Uma Suresh Sharma*
2. *Rohit Aggarwal*

SIGNATURE OF OWNER'S

1. *Rushwala*
2. *[Signature]*
3. *Shyamal Kumar*

SIGNED, SEALED AND DELIVERED by the DEVELOPER at _____ in the presence of:

1. *Amirul Hossain*
2. *[Signature]*

Finstem Infrastructure India Pvt. Ltd.
Rajesh Kumar Shrivastava

Director

SIGNATURE OF DEVELOPER