



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 35bdb5343fcfb93ccad0

Receipt Date : 21-Apr-2023 12:48:38 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : Dhanbad

Stamp Duty Paid By : MS SHIDDHI VINAYAK DEVELOPERS

Purpose of stamp duty paid : AGREEMENT

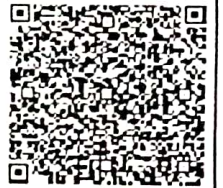
First Party Name : MS SHIDDHI VINAYAK DEVELOPERS

Second Party Name : AS APPLICABLE

GRN Number : 2316829719

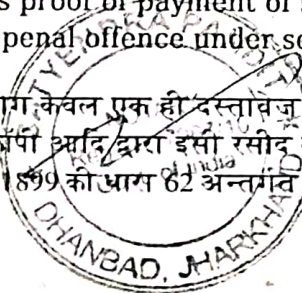
NOTARY
DHANBAD

This stamp paper can be verified in the jharnibandhan site through receipt number :-



This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।



21 APR 2023

Jastan Kumar Adhwa

MS SHIDDHI VINAYAK DEVELOPERS

Shishi Kumar

Gautam Kumar Adwani

Q. 1/23

Hemant Kumar Adwani

Rishi Kumar

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on the _____ day of September 2023 (Two Thousand Twenty Three) BY and BETWEEN SRI. GYAN CHAND ADWANI (UID NO. XXXX XXXX 1016), 2. SRI GAUTAM KUMAR ADWANI (UID NO. XXXX XXXX 6154), 3. SRI HEMANT KUMAR ADWANI (UID NO. XXXX XXXX 2349), all sons of Late Seth Gurdinomal Adwani, by faith Hindu, by category **General**, resident of Near Chhota Gurudwara, Joraphatak Road, Dhanbad, P.O & P.S Dhansar, District Dhanbad, Jharkhand, hereinafter called the LAND OWNER/FIRST PARTY (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their executors, heirs, successors, administrators, legal representatives and assigns) of the ONE PART. (Indian Citizen)

AND

M/s. SHIDDHI VINAYAK DEVELOPERS, a partnership firm, registered office at Near Chhota Gurudwara, Joraphatak Road, Dhanbad, P.S Dhansar, District Dhanbad, Jharkhand, represented by its Partner 1. SRI HEMANT KUMAR ADWANI (UID NO. XXXX XXXX 2349), 2. SRI GAUTAM KUMAR ADWANI (UID NO. XXXX XXXX 6154), both sons of Late Seth Gurdinomal Adwani, by faith Hindu, by category **General**, by occupation business, resident of Joraphatak Road, Dhanbad, P.O & P.S Dhansar, District Dhanbad, Jharkhand, 3. SRI SANJAY KUMAR PATWARI (UID NO. XXXX XXXX 5168), son of Sri Radheshyam Patwari, by faith Hindu, by category **General**, by occupation business, resident of Mahuda Bazar, P.S Mahuda, District Dhanbad, Jharkhand, 4. SRI RISHI KUMAR (UID NO. XXXX XXXX 7034), Son of Sri Arun Kumar Singh, Grandson of Late Jagat Narayan Singh, by faith Hindu, by category **General**, by occupation business, resident of New Bank Colony, Saraidhela, P.O & P.S Saraidhela, District Dhanbad, Jharkhand, hereinafter called the DEVELOPER/SECOND PARTY (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, administrators and assigns) of the OTHER PART. (Indian Citizen)

Sanjay Kumar Adhikari
Sanjay Kumar Adhikari
Sanjay Kumar Adhikari
Sanjay Kumar Adhikari

(2)

WHEREAS the survey settlement 1. Plot No 637 (New Plot No. 440), measuring an area 31 Decimals of land, appertaining to Khata No. 27 (New Khata No. 8), within Mouza Sabalpur, Mouza no. 11, under P.S and District Dhanbad, morefully described in the schedule 'A' below by the Landowner by virtue of Regd Deed of Sale, being No. 2552 dated 05/04/2013 from Sri Santosh Kumar & Others, Registered at Dhanbad Sub- Registry Office and entered in Book No. 1, Volume No. 81, pages 341 to 374 for the year 2013, morefully described in the Schedule 'A' hereunder written (hereinafter referred to as "THE SAID PROPERTY") and delineated in the Map or Plan hereto Annexed as Annexure - 'A' and the plan is became an integral part of this Agreement.

AND WHEREAS the land owner covenant that the said property is in his exclusive possession with absolute right, title and interest in the same and the said property is free from all encumbrances debts, liens, charges and attachments and is in marketable condition and the land owner has good right full power and absolute authority to transfer the whole or part of said property to any person, firm or company as per his own choice.

AND WHEREAS the Developer approached the owner and have offered them to develop the said property by constructing a Multi-Storied Building consisting of Residential unit with modern & up to date amenities thereon at their own cost as per approved plan which will be sanctioned by the town planner **DHANBAD MUNICIPAL CORPORATION** and agreeing to built and allocate to the owner 36% of the total built area in the Residential units (hereinafter referred to as the "Owner Allocations"). The developer shall be entitled to retain the 64% of the total built up area in the Residential units (hereinafter referred to as the "Developer Allocations").

AND WHEREAS the Developer shall arrange all finances and shall bear all the expenses exclusively for the development of the schedule "A" property such as: -

- i) Expenses towards approval of drawing / plans
- ii) Cost of entire construction of the multi-storey complex
- ii) Any other expenses which may be incurred for the development of the schedule "A" land.

AND WHEREAS the parties hereto have decided to produce the terms and conditions in writing to avoid any disputes and misunderstandings, if any, which may arise in future.

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1. *Handwritten signature*
2. *Handwritten signature: Jaffer Khan Akbari*
3. *Handwritten signature: (3)*
4. *Handwritten signature: Dilip Kumar*

I. NOW THIS AGREEMENT WITNESSETH AND IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

1. In these presents unless there is something contrary or repugnant to the context or subject:-
 - (i) "NEW PROJECT" shall mean the multistoried building as sanctioned by any component authorities intended to be constructed on the said property and shall include the residential space and car parking and other common spaces intended for the enjoyment of its occupants.
 - (ii) "NEW PROJECT PLAN" shall mean the Plan to be sanctioned by component authority and shall include any amendments thereto and/or modification thereof made or caused to be made or caused to be made by the Land Owner or the Developer or the Architect.
 - (iii) "PROPERTY" shall mean that all the piece and parcel of land measuring 31 Decimals (be the same a little more or less) in Plot No. 440 more-fully and particularly described in the Schedule 'A' hereunder written and is delineated in the plan Annexure 'A' attached with agreement.
 - (iv) "LAND OWNER ALLOCATION" shall mean and include the following:-
 - (a) Out of the Land owner's land the building having 36% of the total saleable area with parking space approx for the joint owner of the total saleable area together with proportionate share in the undivided land and common portion, for the present land owners.
 - (b) The land owner will get flats with parking space in completed in standard form to the extent of 36 % of land owner's share, without making payment on any count.
 - (c) The right of user of the common portion and/or common facilities in the proposed building and proportionate right in the land over which the proposed building is constructed.
 - (d) Proportionate right of the land on which the building has been constructed, common parts, portions and/or facilities in the proposed building.

(4)

(v) **“DEVELOPER ALLOCATION”** shall mean and include only 64% of the total saleable area. The land and/or in the proposed building including the following:-

- (a) The entire saleable area save and except 36% built up space and for car parking space allotted to the owner as aforesaid including the undivided share in the land on which the proposed building is to be constructed.
- (b) Rest remaining of the parking space i.e. 64% comprised in the basement floor of the proposed building and/or the open land comprised in the premises other than the parking space reserved/allocated for the land owner in the land owner’s position of the proposed building.
- (c) Out of the developer’s allocation, the profit sharing ratio between the partners of M/s Siddhi Vinayak Developers, will be distributed in the following mentioned manner:-

Sl. No.	Name of the partner	Designation	Profit sharing ratio
1	Sri Hemant Kumar Adwani	Partner	25%
2	Sri Gautam Kumar Adwani	Partner	25%
3	Sri Sanjay Kumar Patwari	Partner	25%
4	Sri Rishi Kumar	Partner	25%

(d) Proportionate right in the land on which proposed building is to be constructed and other common parts, positions and/or facilities in the proposed building.

- (vi) **“SPECIFICATION”** shall mean such specifications as to the construction materials and shall be determined by the architect of the said building for the time being and the same are more fully and particularly described in the Schedule ‘B’ hereunder written.
- (vii) **“COMMON FACILITIES AND AMENITIES”** shall include corridors, hallways, staircase, passageways, driveways, common lavatories provided by the developer, pump room, tube well, overhead tank, water pump, motor as to be provided by developers and other facilities which may be mutually agreed upon between the parties, Flat owner/Purchaser.
- (viii) **“COMMON EXPENSES”** shall mean and include all expenses to be incurred by the purchaser for the maintenance, management, upkeep security and administration of the said property and other common purpose. (Schedule-‘C’)
- (ix) **“PARKING SPACES”** shall mean the covered space in the basement of the building and also in the open space surrounding the building capable to being parked therein or there at motor cars and two wheelers and as may be car parking by the developer therefore.

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- (x) "SALEABLE SPACE" shall mean the constructed area consist of flats, and car parking space etc. in the building available for independent use and occupation by the purchaser.
2. The land owner above named have agreed to appoint the Developer as the developer of the said property with a right to develop and/or commercially exploit the same at their own cost risk, responsibility and on principal to principal basis and not as agent of the owner by constructing building on the said property as per plan that will be submitted on mutual consent of both the parties and be sanctioned by the Competent Authorities and as per the terms and conditions that may be imposed by the local and central authorities.
 3. On the execution of this agreement the land owner shall grant to the developer license to enter upon the said property as a licensee only for enabling them to execute, implement, develop and complete the said property. It is hereby expressly agreed by and between the parties hereto that the possession of the said property is not being given or intended to be given to the developer in part performance as completed by section 53A of The Transfer of Property Act, 1882. The land owner and the developer hereby confirm the same shall become formal possession of the property being proportionate share of land in favour of the developer only after the aforesaid exchange of 36% of total construction as mentioned in 1(iv) above of residential units including parking spaces in the aforesaid multistoried building.
 4. That at time of division of the built-up portions, ratio wise, if any portion remains which cannot be divided beneficially, in such event both the parties shall have the option to take up such area and compensate the other party on mutually agreed terms.
 5. As consideration of the value of the said 36% of Residential area including the parking spaces in the said property the land owner hereby agree to confirm the transfer of remaining 64% Residential area including car parking spaces to the developer or their nominees out of the newly constructed multistoried building and agreed to sell the undivided proportionate share in the land attributable to such construction in favour of such nominees as per request of the developer.
 6. That it shall be duty of the developer and land owner or their transferees to maintain the building grounds and other common facilities available to the developer, owner or their buyers and charges for the maintenance of the building and the common facilities shall be payable by the developer and land owner or their transferees proportionately as per their respective position on same rate according to the measurement of the area occupied by each of them.

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Jyoti K. K. K.

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Jyoti K. K. K.

7. That the portions of new project which has to be delivered to the owner shall be constructed, finished and delivered complete in each respect to the land owner within 30 months, provided no hindrance/objection raised from any corner whatsoever/whomsoever, from the date of sanction of plan subject to Force Majeure as referred in clause II(13). It is further agreed that for any reason whatsoever the developer fail to fulfill the above stipulations as regard to any extension of six months time will be granted to the developer by land owner. Even if after extension of time give by the land owner to the developer for completion of the new project the developers fails to complete the said new project within the extension period of six months then the developer has to pay a monthly rent of Rs. 7.50/- per sqft. on landowner's share to the landowner.
8. It is hereby expressly, agreed and declared by the land owner that the delivery of possession of land owner's allocation of residential units and parking area in the said new project by the developer to the land owner in the manner provided in the clause I(iv) shall be the full consideration for transfer of developer's undivided share in the land comprised in the said property to the developer subject to terms & conditions as mentioned in clause 1(3) of this agreement in the year of handing over the possession of proportionate share of the completed project to the land owner.
9. The land owner hereby irrevocably grant & assigns all its development right in the property in favour of developer to develop the property and to undertake the project at its own cost, efforts and expenses. Whereupon the developer shall entitled to apply for and obtain necessary sanction, licenses & permissions from all concerned authorities for the commencement, development & completion of the project on the property.
10. That the land owner shall have the right to give suggestion in preparing the plans, design by the architect in consultation with the developer. However, the land owner shall not interfere with day to day work in executing construction, completion of work of the development of the property. All materials used would be of superior quality and the construction work shall be on international standards. However, for more clarity the details of specification are being given as "Annexure B". The land owner has right to enter in the property to oversee the development or to ensure performance of terms of the agreement.
11. That it is also agreed by and between both the parties that the builder shall be entitled to display their board at the sight and will be free to advertise the project in whatsoever manner the builder deems fit and necessary as and when required at their own cost and expenses.
12. That it is also agreed by and between both the parties that the builder shall keep owner indemnified and safe against all enforcing labour laws and if any accident occurs at the works the developer shall clean it up with their own resources without involving the land owner.
13. That the GST for the sale of each flat will be paid by the developer and the money will be realized from purchasers.

Shri. J. K. Kulkarni

J. K. Kulkarni

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J. K. Kulkarni

14. Separate Allotment Letter to be made by the developer for the landowner where distribution of flat as well as parking will be clearly mentioned.
15. That the developer shall act as an independent developer for construction of the new building on the said property and shall keep the land owner indemnified saved harmless and from and against all claims demand costs charges on any action, suits and proceedings arising if any act or commission or omission done by the developer during the construction of the new building on the said property.
16. That it is also agreed by and between both the parties that the developer is entitled to make building plan of land of agreement with adjacent land for which the developer is making efforts.

II. THE OWNER HEREBY AUTHORIZES THE DEVELOPER TO DO, IF REQUIRED, THE ACTS, DEEDS, MATTERS, THINGS AND IN PARTICULAR SUBJECT TO OTHER PROVISIONS OF THIS AGREEMENT.

1. To have the plans of the proposed new project to be constructed on the said property prepared/amended in accordance with rules and regulation of the concerned authorities in consultation with the owner and to submit the said plans to the concerned authorities with the application for the approval and/or sanction and to do and sign all writing and undertaking as may be necessary in connection with the approval and sanction of such plan.
2. To appoint surveyors, engineers and contractors and other persons in connection with construction of new building on the said property.
3. To make application to the concerned authorities for obtaining electrical connection and to apply for permits or quotation for cement, steel and other controlled building materials.
4. To accept service of any writ, summons or other legal process or notice and to appear and represent the land owner in any court or before any court, Tribunal and any other authority in connection with and to commence or file suits, action or other proceeding in any court or before any public officers or Tribunal relating to the development of the said property or part or parts thereof and for any other purposes aforesaid to sign, execute and deliver or file necessary Vakalatnamas, Plaints, Orders, Applications, Affidavits, petitions, and other documents, paper and writings. In case of any legal proceedings initiated in any court of law against the title or interest of the land owner, the developer will take all effort to protect the title, interest and right to the land owner, but prior and advice to the land owner in this regard shall obtain by the developer at all times.
5. To enter into agreements to the sale of residential space, parking spaces and other constructions in the new project with the intending purchasers except the owner portion of flat, and parking spaces.

11/11/2018. 11/11/2018. 11/11/2018.

Justice K. M. Adhikari

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Justice K. M. Adhikari

6. To give on ownership basis or on other term the residential space and car parking spaces etc. in the new project to be constructed, on the said land of the said property and to receive and appropriate sale proceeds to their own account in respect thereof.
7. And generally to do all acts deeds and things for developing the said property in accordance with sanctioned plan.
8. Whenever required by the developer the land owner will join the agreement for sale as seller with intending buyers who desire to acquire residential space and car parking spaces in the new project out of the developer allocation on ownership basis. All amount receivable under such agreements for residential space and car parking spaces shall be received by the developer for their own use and benefit.
9. On the completion of the said new project or even earlier, the land owner if so required by the developer, shall execute or join in the execution of all documents necessary for giving the buyers legal title to their respective residential space and car parking including their undivided proportion share and right in the land.
10. The developer hereby undertakes and assures the owner that they shall act for the furtherance of the project in the manner that it does not adversely affect the owner in any manner whatsoever.
11. That the developer has deposited a sum of Rs 1000000/- (Rupees Ten Lakh) only, as refundable security deposit to the land owners. The aforesaid sum of Rs. 1000000/- (Rupees Ten Lakh) shall be refunded without bank interest by the land owner to the Developer at the time of handing over of Flats/parking space etc.

12. THAT THE OWNER HEREBY DECLARES:

- (a) That the said area of land comprised in the said property shown in the schedule "A" is more or less 31 Decimals.
- (b) The said property is freehold and the owner has good title to the above land.
- (c) That no notice of acquisition or registration by the Municipal Corporation or any local authority under the law for the time being in force has been received, served or issued affecting the said property or any part thereof and land owner are entitled to develop and/or cause to be developed the said entire property.
- (d) 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 or affecting the said property or any part thereof.

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- (e) That there are no attachments claims demands, suits, decrees, injunction, orders, notices, insolvency notice petition or adjudication orders made or issued in the said property by any person or party thereof.
- (f) That apart from the land owner, no one else is entitled to or has any share right, title or interest in the said property or any part thereof.
13. That during the pendency of this agreements the land owner hereby undertakes not to enter into any agreement with any person, or company for development or sell of the said property or any part thereof save and except putting the developer in possession thereof as agent for the purpose of developments pursuant to this agreement and the owner further undertake not to do any act, deed matter or thing as shall be in contradiction of the declaration made by them in the preceding clauses.
14. The land owner and the developer as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is barred by the existence of a Force Majeure with a view that obligations of the party affected by the Force Majeure shall be suspended for the Force Majeure and/or Force Majeure shall mean Flood, earthquake, riots, war, storm, tempest, civil commotion or any other act or omission beyond to control of the party affected thereby.
15. That the land owner will receive the consideration for sale of developer's share in the land of the said property in the form of construction area of land owner's allocation constructed by the developer, agreed as aforesaid land owner shall at no time demand any further premium or have any interest in future dealing regarding the sale of developer allocation of the constructed area provided in the entire new project comprises of residential space and parking spaces etc. it is made absolutely clear and confirmed between the parties that if any further construction is allowed to be done in the said property in future by Dhanbad Municipal Corporation or any other authority the same shall be shares between the parties in the same share of percentage.
16. That this agreement shall not ever be deemed to constitute a partnership of any sort between the parties hereto.
17. The land owner will hold the land owner's allocation on the same terms and conditions as the purchaser of the other portions of the building according to the stand agreement that may be finalized by the developer in consultation with the land owner. The land owner will became member of Association of persons or co-operative housing society whichever is found suitable by developer and formed by them and the land owner and/or their nominees, respective agents, servants and licensees shall abide by the rules and regulations of the association or co-operative Housing society. They shall be entitles to use all common facilities in the building complex intended for utilization of the occupants of the building on the usual terms and conditions applicable to all for such utilization.

Jeetam Kumar Adami

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18. The land owner will bear and pay all outstanding charges and dues of whatsoever nature due and payable in respect of the said property like ground rent, property tax, water and electricity charges, municipal dues tax and other outgoing upto the date of this agreement and thereafter from the date of this agreement, all rent and taxes and other outgoings etc. in respect of the said property is applicable will be borne and paid by the developer and the developer shall indemnify the land owner against any dues or claims of non-payment for any amount in this regard upto the date of handing over the possessions of the entire land owner's allocation to the land owner.\
19. That in case the developer abandons the project, cease building activities for any un reasonable period of time or fail to look after the owner's interest or commit any breach of the terms of this agreement the owners in the event of any of the above condition shall have the right to cancel this agreement, to enter into schedule A property the entire structures and materials free from all encumbrances and liens caused by the developers and shall be free to use the same but be entitle to the cost of the material and for works done if any furtherance of this agreement calculated as per schedule of rate current/average rate of tenders awarded by the (P.W.D or C.P.W.D) department on the basis of SOR for the building construction works (i.e. considering discount bids)
20. In case any disputes crops up between the parties hereto relating to arising out of in connection with this agreement including interpretation of any terms of this agreement the same shall be referred to the Arbitrators appointed as per provisions of India Arbitration & Conciliation Act, 1996 or any modification or re-enactment thereof and the decision of the Arbitrators shall be final and binding on the parties.

SCHEDULE 'A' FORMING THE SAID PROPERTY DESCRIPTION OF THE LAND UNDER THIS DEVELOPMENT AGREEMENT

All the part and parcel of the land measuring more or less 31 Decimal of land, Mouza: Sabalpur, Mouza No. 11, situated at other road, Plot No 440 (Old Plot No. 637), measuring an area 31 Decimals of land, appertaining to Khata No. 8 (Old Khata No. 27), under P.S and District Dhanbad. Butted and bounded as follows:-

North : Part of Old Plot No. 528.
East : 22 Feet wide Road.

South: Old Plot No. 416.
West: Old Plot No. 417, 420 & 421.

SCHEDULE 'B' FORMING THE SAID PROPERTY (SPECIFICATIONS)

The work specification for the Owner's portion will now be as detailed below:-

- (a) **Super structure**:- Reinforced Concrete Framed Structure.
- (b) **Floors**:- All bed rooms, drawing, dining rooms, balconies etc. granite slab pieces/tiles OF SIZE UPTO (2' x 2') 17 mm to 18 mm thick.

www.rajshree.com

Jyoti K. K. K.

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Jyoti K. K.

(c) **Flooring & Skirting:-**

1. All skirting will be up to 0-6" height to all the rooms and lobby with granite pieces etc.
2. Flooring of toilets & kitchen will be granite/tiles up to 2'-0" x 2'- 0" size and skirting of toilets (8"x6" or 8"x4" size) upto door height and skirting of kitchen will be 2'-0" height above working platform with glazed tiles 8"x 6" or 8" x4" size.
3. Flooring of staircase & lobby with granite/ceramic tile upto 2'x 2' size and skirting upto 6" heights.
4. Flooring of all other common places with IPS & skirting with smooth plaster upto 6" heights.
5. All stair steps will be granite finishing.

(d) **Walls:-** Wall finishing internal with plaster of Paris. External with water proof cement paint two coats properly finished.

(e) **Doors :** All doors frames (Chawkats 3" x 3" size) of sal wood in all bed rooms & drawing rooms and kitchen and toilets 3"x2" size with 30mm thick factory made flush doors shutters commercial ply (both sides) single leaf with standard fitting with ceramic finishing.

1. All residential flats door with ceramic finishing.

(f) **Windows :-** All windows shall be of aluminum ms grill window. M/S Grills will be provided.

(g) **Kitchen Platform :-** Marble/granite tiles on platform of reasonable price (economical) & steel Sink with tap, Shelves at lintel level of one wall be provided for adequate storage space(open).

(h) **Toilets:** One Toilet with EWC & one Toilet with IWC with matching PVC Cistern, white & white glazed washed basin with C.P. bib cocks, general light points, overhead shower C.P., power point for geyser and general light points, C.P. fittings will be as per developer's choice.(Economical)

(i) **Electric Wirings :** Concealed PVC Conduit wiring using copper conductors, with standard quality of electrical switches & accessories (fans, fixtures & meter etc. with connection not included). Design & quality of electrical accessories will be decided by the company/builder/developer at its own discretion.

1. All electric switches/sockets/board will be modular finishing.

(j) **Car scooter parking:** Parking places may be available on basement/underground without any partition walls, for each car & for each two wheelers.

(k) **T.V., Telephone & A.C. points:-** T.V. Points will be provided as under:-

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1. 2 rooms flats (Drawing & one bed room).
2. 3 rooms flats (Drawing & Two bed room). Telephone Points : Telephone wiring point only to dining room. A.C. points (wiring) will be provided by the developer cost.

- (l) **Railings in Balconies** : 3'-0" height wall partially of bricks & partially Ms Grills or Ms Bars.
- (m) **Power line Connection & Stand by Generator** :- at the cost of the developer.
- (n) **Lift** Two of required capacity manufactured by OTIS or other reputed make. (For 4 to 5 Persons only) at the cost of the developer.
- (o) **Water supply**:- 24 hours water supply system through own tube well and over head tanks at developers cost (to be maintain by the purchaser/owners of the flats). Municipal Corporation water supply connection charge shall be borne by the developer. (Registration as and when applicable in Jharkhand State.)
- (p) **Municipal Holding** : by the pocket of the Owners. In case landowner sale flats/parking space etc. (out of land owners share) to intending purchasers land owners will be responsible for mutation etc. of Municipality as detailed above including water connection pipelines, water pumps, storage tanks, distribution lines paid by the developer.
- (q) **Power of Attorney** : Land Owner's will executed power of attorney in favour for all types of activities related to construction of above subjected complex and sale of flats , parking places or any other type of construction etc. except Owner's share portion . But power of attorney and agreement will be executed. Both at one go.
- (r) Developer shall be free to sale their portion of share to the purchasers. At the rates fixed / decided by the Developer and installment payment and periods fixed by the Developer. The terms and conditions will be fixed by the Developer and there will be no any interference from Land Owners Side.
- (s) **Common services**:- Generator for common service and emergency lighting to flats, 2 bed roomed flats up to 2amp (500 watts) & 3 bed rooms flats upto 3amps. (750 watts). Shelves in bed rooms in one room, each flat open (wooden frame & shutter at extra cost)

(ON EXTRA COST)

- Electricity** : Electric connection & separate transformer for the apartment on extra cost to be installed by the builder and the money will be realized from purchasers.
- Generator** : Standby generator goes in action if there is power failure on extra cost to be installed by the builder and the money will be realized from purchasers.

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SCHEDULE 'C' COMMON EXPENCES

1. All cost of maintenance operating replacing, repairing, white washing, painting, decorating, redecorating, rebuilt, reconstructing, lighting the common portion and common area in the proposed building including its outer walls.
2. The salaries for all persons employed for the common purpose including Durwan, Security personnel, liftmen, sweepers, plumbers, electricians, etc.
3. Insurance premium for insuring the proposed building, if any.
4. All charges and deposits for supplies of common utilities to the co-owners in common.
5. Municipal tax, water tax and other levies in respect of premises and the proposed building save those separately assessed on the purchaser.
6. Cost of formation and operation of the association (if any), for the maintenance and management of the premises, the proposed building and common portion thereof.
7. Cost of running, maintenance, repairs and replacement of lift, transformer (if any), generator (if any), pumps and other common installation including their license, fee taxes and levies (if any).
8. Electricity charges for the electrical energy consumed for the operations of the common services.
9. All litigation expenses incurred for the common purposes and relating to the common use and enjoyment of the common portions.
10. All other expenses, taxes and other levies etc. as are deemed by the developer to be necessary or incidental or liable to be paid by the co-owners in common including such amount as be fixed for creating a fund for replacement, renovation, painting and/or periodic repairing of the common portion.

That the land by this Agreement is not prohibited by Govt. i.e., does not come under Govt. Land, Settled Land, Bhudan Land, Forest Land and Adivasi Land and does not come under Govt. Acquisition land and the First Party and Second Party satisfied with the contents of this deed, and the first party dose not any reserved cast under C.N.T. Act.

IN WITNESS WHEREOF both FIRST PARTY and the SECOND PARTY have signed this instrument on the day and date first abovementioned.

Certified that the fingerprints of the left hand of each person whose photograph is affixed in the document have been obtained by me or before me

WITNESSES: