

झारखण्ड JHARKHAND

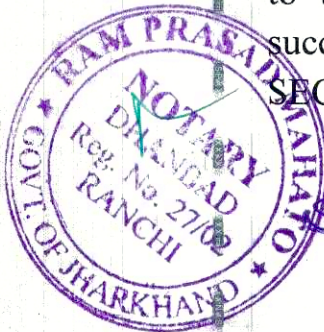
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Ram Prasad Mahato
NOTARY
DHANBAD

DEED OF PARTNERSHIP

THIS INDENTURE OF PARTNERSHIP DEED is being made and executed on this the 15th day of October Two Thousand and Fifteen BY & BETWEEN

1. **SUMAN KUMAR**, son of Sri Vishwanath Singh, by faith Hindu, by occupation Business, residing at J C Mallick Road, Hirapur, District : Dhanbad, Jharkhand hereinafter called and referred to as the **FIRST PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and assignees) of the **FIRST PART** ;
2. **BISHWANATH SINGH**, son of Late Kamala Prasad Singh, by faith Hindu, by occupation retired employee, residing at J C Mallick Road, Hirapur, District : Dhanbad, Jharkhand hereinafter called and referred to as the **SECOND PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and assignees) of the **SECOND PART** :



AND

Suchita

3. **SUCHITA**, wife of Sri Suman Kumar, by faith Hindu, by occupation Business, residing at J C Mallick Road, Hirapur, District : Dhanbad, Jharkhand hereinafter called and referred to as the **THIRD PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and assignees) of the **THIRD PART** :

Whereas, the parties hereto thought it advisable to collectively start a business for their betterment in future. So, they decided to prepare a deed of partnership by and between them for future records embodying all terms & conditions.

NOW THIS DEED OF PARTNERSHIP WITNESSTH AS UNDER:-

1. That the partnership business shall be carried on under the name and style of **M/S AARYA DEVELOPERS AND BUILDERS** (hereinafter called the firm) having its office at **J C MALLICK ROAD, HIRAPUR, DHANBAD** However, if any change becomes necessary, if the parties into partnership agree with full consent, the place of business can be changed to any other place suited to their choice. The parties hereto shall always be at liberty to open branch office and other offices at such places as may be agreed upon between them from time to time.
2. That the partnership business will be effective from **15.10.2015** and will continue as such.
3. That the nature of partnership business shall be of undertaking Civil Construction or manufacturing works or any type of works or construction of residential & commercial apartments or act as Developer, Promoter or Builder, but any other works, jobs or services can be done by the firm by mutual consent of all the partners.
4. That all the parties shall contribute capital in the firm's business as per their resources.
5. That the profit or loss of the firm will be divided and shared in between the partners as under :

First Party	40 %
Second Party	30 %
Third Party	30 %

6. That, in case of future necessity of fund, the partners may by mutual consent arrange for or take loans from outside, Banks or other financial Corporations on such terms and conditions as may be necessary, with full responsibility of the firm to repay the same without letting the business suffer.



Suman Kumar *SSS*

Suchita

7. That all the partners shall be actively engaged in the firm's business and devote themselves for running day to day work. All the partners can sign letters, documents or any other matters and send or receive any paper on behalf of the firm.
8. That all the partners will remain actively engaged in the firm's business, hence they will be regarded as working partners and for providing continued vigour to the business and by that reckoning such partners deserve adequate incentive and handsome compensation. Yet considering the restrictive provisions of section 40(b) of the I.T.Act, 1961 and to relieve the firm of the financial burden they have agreed to make the disbursement of reward for services varying with the level of earning by the partnership business from year to year.
The remuneration payable to working partners shall be limited to maximum of the following amounts:

- | | |
|--|---|
| (i) On the first Rs.300000
of the book profit or in case
of a Loss | 90% of the book –profit
or Rs 150000/-,whichever
is more. |
| (ii) On the balance of the
book profit. | at the rate of 60% |

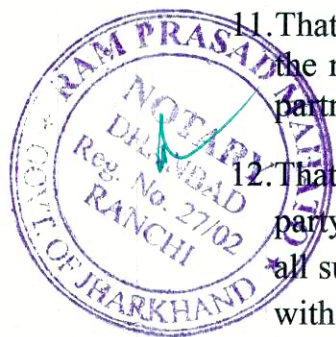
For the purpose of this clause "book profit" means the net profit as shown in the Profit and Loss Account for the relevant previous year, computed in the manner laid down in Chapter IV-D of the I.T.Act, 1961 as increased by the aggregate amount of the remuneration paid or payable to all the partners of the firm if such amount has been deducted while computing the net profit.

However the remuneration payable to the working partners shall be limited to the profit in a case where the remuneration payable as per clause (c) exceeds profits.

9. That the partners may draw interest on capital at the rate not exceeding 12 % per annum.
10. That the partners will be allowed to draw salary or any other amount for expenses regularly or may leave them to be accumulated with their capital. For special contingencies, partners can draw larger sum from his account with the consent of other partners.
11. That account or accounts of the firm shall be opened in any scheduled Bank in the name of the firm and be operated severally as may be agreed between the partners from time to time.

12. That the Second party and third party decided to give authorisation to First party (Mr. Suman Kumar S/o Sri Vishwanath Singh) to do, execute and transact all such acts, deeds and things related to enter with the Contract or Agreements with any other party/ parties, Govt. Department and Financial Institutions or Companies on behalf of the firm, execute the Sale, Lease or Rent agreement, Deals with all revenue department such as Court, Registry office, MADA,

Suman Kumar BSS Suchita



Nagar Nigam, Electric Department and Banks etc., Deals with the matter related to Sales Tax, Income Tax, Service Tax, Labour or related matters as may necessary, expedient or conducive to the efficient transaction and carrying on the business of the Firm.

13. That the signing authority related to any type of job in M/s AARYA DEVELOPERS AND BUILDERS will be on the hand First Party.

14. That books of account of the firm shall be kept and maintained to record all receipts and expenses either in cash system or mercantile system as may be convenient for the partners and shall be kept in the office of the firm. All the partners shall have free access to inspect and take copy, if needed, of the account preferably during office hours.

15. That books of account of the firm shall be closed annually at the end of the accounting year on 31st day of March. Profit and loss account / income and expenditure account and Balance Sheet shall be prepared to reflect the true and correct picture of the business showing distribution of profit and loss to the partners in the above prescribed ratio.

16. That no partners without the consent of other partners shall assign, mortgage or transfer in any manner whatsoever his right, share or interest in the partnership business to any other person. No partners shall deal with capital asset without other partner's concurrence and the assets and properties of the firm shall in no way be liable to any charge for any personal debts or liabilities of the partners.

17. That the partners, by mutual consent, may introduce new partner/ partners on such terms and conditions as may be agreed upon for betterment of the business of the firm.

18. That, a partner may retire from this firm by giving at least two months notice to the other partners. In case of retirement, the partnership will not be dissolved and will be continued by remaining partners. In case of retirement/death of any partner, his dues in the firm will be given to him or to his legal heir/s within three months from the date of the happenings.

19. That the demise of any partner only one of legal heir shall entered into the partnership firm with the capacity of his demise predecessor.

20. That in case of dispute or differences of opinion between the partners in connection with the firm's business, the same would be settled with the help of common Arbitrators and their decision will be final and binding on all the partners.

21. That matters not specially provided in these presents shall be governed by the Indian Partnership Act then in force.

Suman Kumar / 8881 *Suchita*





Before, The Notary Public : Dhanbad

NOTARY
DHANBAD

Affidavit

I, Suman Kumar S/o Vishwanath Singh D.O.B. 21.09.1977 BY FAITH Hindu, by occupation – Business, resident of J.C. Mallick Road, Hirapur, Near Nepal Kali mandir, dhanbad (Jharkhand), Aadhar no. – 559483907835, Pan no. – AMOPK2243F do hereby solemnly affirm on oath and declare as under :-

09 APR 2019
30

1. That, I will also produce E.P.F. registration within three month .
2. That, the above statements made above area true and correct and no part of the statement is wrong any fact in this matter.
3. That, I am swearing this affidavit to submit before the authority concerned for needful.

Verification

Solemnly affirmed before me

The statements made above are true

By the deponent who is duly

and correct to the best of my

Identified by sri. M.P. Saini

knowledge and belief on date. 9.4.19

Advocate, Dhanbad

Aarya Developers and Builders

Suman Kumar
Partner

Deponent

[Signature]
9.4.19



NOTARY
DHANBAD

Authorised.
11/5 297 (1)(C) of the Cr.P.C. 1973
(Act No. 11 of 1974) & 115 (5) (1)
(Act No. 53 of 1952)



Before, The Notary Public : Dhanbad

NOTARY
DHANBAD

Affidavit

I, Suman Kumar S/o Vishwanath Singh D.O.B. 21.09.1977 BY FAITH Hindu, by occupation – Business, resident of J.C. Mallick Road, Hirapur, Near Nepal Kali mandir, dhanbad (Jharkhand) do hereby solemnly affirm on oath and declare as under :-

1. That, declare that my moveable & immovable properties area follows :-
 Movable assets - Rs. 900000.00
 Immovable assets- Rs. 4900000.00
 Total Assets - Rs 5800000.00
2. That, the above statements made above area true the best my knowledge and belief.
3. That, I am swearing this affidavit to submit before the authority concerned for needful.

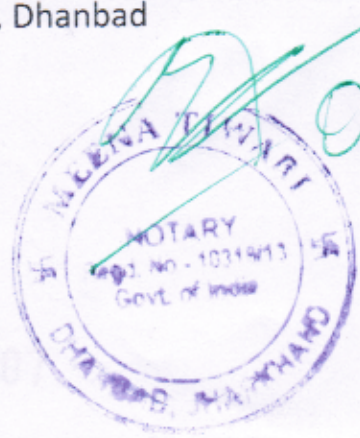
Verification

Solemnly affirmed before me
By the deponent who is duly
Identified by sri. No. P. Sub
Advocate, Dhanbad

The statements made above are true
and correct to the best of my
knowledge and belief on

9.4.19
3/4/19

Aarya Developers and Builders
Suman Kumar
Partner



NOTARY
DHANBAD
Authorized.
O/S 297 (1) (C) of the G.P.O. 1973
(Act No. 11 of 1974) & O/S (8) (1)
(Act No. 53 of 1952)

9 APR 2019

29



NOTARY
DHANBAD

Before, The Notary Public : Dhanbad

Affidavit

I, Suman Kumar S/o Vishwanath Singh D.O.B. 21.09.1977 BY FAITH Hindu, by occupation – Business, resident of J.C. Mallick Road, Hirapur, Near Nepal Kali mandir, dhanbad (Jharkhand), Aadhar no. – 559483907835, Pan no. – AMOPK2243F do hereby solemnly affirm on oath and declare as under :-

1. That, I will also produce labour licence within three month .
2. That, the above statements made above area true and correct and no part of the statement is wrong any fact in this matter.
3. That, I am swearing this affidavit to submit before the authority concerned for needful.

Verification

Solemnly affirmed before me

The statements made above are true

By the deponent who is duly

and correct to the best of my

Identified by sri. N.P. Sin

knowledge and belief on date. 9.4.19

Advocate, Dhanbad

Aarya Developers and Builders

Suman Kumar

Partner

Deponent

[Signature]
9.4.19.



NOTARY
DHANBAD

Authorised.
US 297 (1)(C) of the Cr.P.C. 1973
(Act No. 11 of 1974) & US (2) (1)
(Act No. 53 of 1952)

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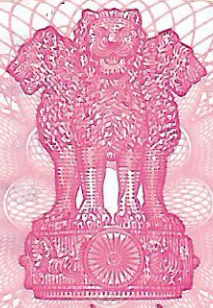
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एक सौ रुपये

Rs. 100

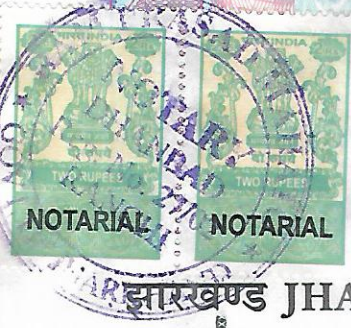
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ONE HUNDRED RUPEES



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भारत INDIA
INDIA NON JUDICIAL



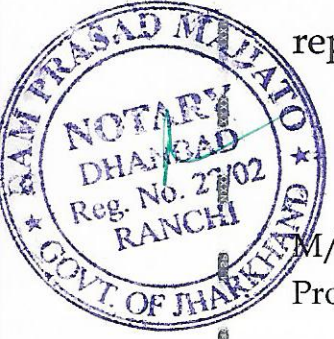
Ram Prasad Mahato
NOTARY
DHANBAD

C 113256

DEVELOPMENT AGREEMENT

S No. 18 Date 15 DEC 2015

THIS AGREEMENT IS MADE on the _____ day of 15 DEC 2015 2015, by and between Sri Vijay Kumar Sharma & Sri Vikash Kumar sons of Sri Deo Muni Sharma & Sri Vijay Kumar Sharma, by caste Bhumihar, by profession-Business, resident of Jharudih, P. O. - Dhanbad, P. S. -Dhanbad, Dist.- Dhanbad, here-in-after called & referred to as the First Party (which- expression shall unless excluded by or, repugnant to the context be deemed to mean & include their executors, heirs successors, administrator, legal representatives and assigns of the ONE PART/LAND OWNER.



AND

M/s AARYA DEVELOPERS AND BUILDERS a partnership firm/ Proprietorship Firm/ Registered Company having its registered Office at J.C.

Aarya Developers and Builders
Suman Kumar
Partner

Vikash Kumar
Vijay Kumar Sharma

Mallick Road , Hirapur, Dhanbad Represented through its partners/
Proprietor / Director namely 1. Suman Kumar S/o Sri Vishwanath Singh 2.
Bishwanath Singh S/o - Late: Kamla Prasad Singh 3. Suchita W/o- Sri
Suman Kumar SECOND PARTY (which expression shall unless excluded by
or repugnant to the context be deemed to mean and include its successor,
administrator's. & assign) of the OTHER PART/DEVELOPER.

WHEREAS the first party become the absolute owner of the land measuring
an area 20 kathas i.e 33 dec. under khata 12 plot No 385, 386 Mouza:-
Beshnupur no -5 within Municipal Corporation & District Dhanbad. The
was purchased by the first party vide Sale Deed No. 6743 dt. 30.7.15, 6742
dt. 30.7.15, 2465 dt. 30.7.15 fully described in SCHEDULE -'A', mentioned
here-in-under

AND WHEREAS, The said property is under the exclusive & peaceful
possession of the First Party/ies with absolute right, title and interest & free
from all encumbrances to transfer and convey the whole or part of the said
property, having fully marketable title therein.

- i) The First Parties has not created any encumbrances on the said
property or any part thereof by way of sale, mortgage, exchange, lease,
trust, easement rights, gifts, liens, leave and license, rent, possession,
charges, inheritance or any other encumbrances whatsoever.
- (ii) The First Parties has expressed his desire to develop the SCHEDULE -
'B' property by constructing multi-storied Residential Complex
developed and constructed on the said Property, as permissible by the
competent authorities, by the Second Party on term and conditions as
set out in this Agreement.

AND WHEREAS the DEVELOPER has agreed to develop the said land by
constructing multistoried building/apartment consisting of Flats with an
object to sell the flat on ownership basis.

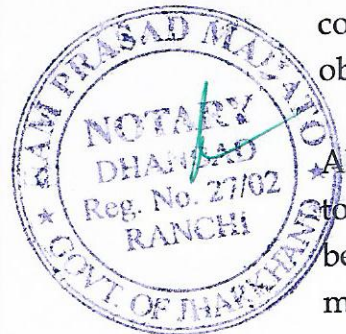
AND WHEREAS the DEVELOPERS has requested the OWNERS to allow him
to develop the Schedule 'B' property/ies and on the negotiation made
between the parties hereto, the OWNERS have agreed with the proposal
made by DEVELOPER and to authorize the DEVELOPER to develop the

Aarya Developers and Builders

Suman Kumar

Partner

Vikas
Vijay Kumar Sharma.

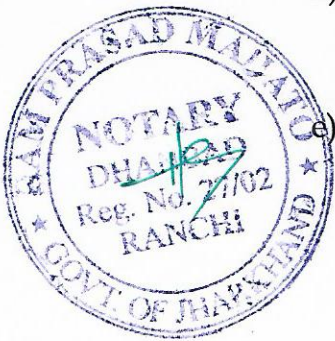


purpose of sale out the same to the desiring purchaser on the ownership basis.

AND WHEREAS, the DEVELOPER has satisfied about the right, title, interest & possession of the OWNERS, after looking into their title deeds of the Schedule 'B' property and technically feasibility of the construction work of the proposed multistoried building on the ownership flats/units/premises basis and all other related matter.

NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

- a) DEFINITION :- Unless there is any anything repugnant to the subject or context the following terms will have the meaning assigned to them.
- b) OWNER - shall mean Sri Vijay kumar Sharma S/o Deo muni Sharma And Vikash kumar S/o Vijay kumar Sharma by caste- Bhumihar , by profession- Business by faith- Hindu by, residing at Jharudih , Dhanbad Distt- Dhanbad and their legal heirs, executors, administrators representatives and assignee etc.
- c) DEVELOPER: shall mean M/s AARYA DEVELOPERS AND BUILDERS a partnership firm/ Proprietorship Firm/ Registered Company having its registered Office at J.C. Mallick Road , Hirapur, Dhanbad Rrepresented through its partners/ Proprietor / Director namely 1. Suman Kumar 2. Bishwanath Singh 3. Suchita and its executors, administrators, successors-in-office, legal representatives, and/or assigns.
- d) LAND: shall mean the land which is more fully described in the Schedule 'B' given below.
- e) BUILDING: shall mean the building proposed to be constructed over the land situated within the campus of "DEO VIHAR COMPLEX", to be constructed as per sanctioned plan by the competent authority of M.A.D.A. the name of the building/ Apartment will be decided with the consent of both the parties.



Aarya Developers and Builders

Suman Kumar
Partner

Vikash
Vijay Kumar Sharma

- f) SALEABLE SPACE: shall mean the space/area in the building available for independent use and occupation inclusive of proportionate share of the space, required after making due provisions for common facilities and the space required therefore.
- g) ARCHITECTS: shall mean such Architect or Architects, may be appointed from time to time for completion of project/ building.
- h) BUILDING PLAN: shall mean a plan prepared by Architect appointed by the Developer for the construction of the Building on the said property and sanctioned by the Mineral ' Area Development Authority (M.A.D.A.) and/or by the other competent authorities, the expenses towards sanction of House Building plan by MADA, will exclusively be bear by the Developer.
- i) OWNER'S ALLOCATIONS: shall mean the 30 % portion of the constructed area in the proposed building, which is to be allocated to the owner as part of the OWNER'S portion in accordance with the terms and conditions of these presents including the proportionate share in the common facilities and amenities. Equal number of Car parking space and Flats shall be allotted to the OWNERS.
- j) DEVELOPER ALLOCATIONS: shall mean 70 % of the remaining portion of the constructed area of the building on the said property after the allocation made to the owner including the proportionate share in the common facilities and amenities of the proposed building on the said properties.
- k) COMMON FACILITIES AND AMENITIES: shall include corridor, hall, ways, lift, stair ways, passage way, drive way, common laboratory, pump room, tube well, underground reservoir, over headed water tank, water pump, motors generators and other facilities for the establishment, locations, enjoyment, provisions, maintenance, management of the building to be used by the owners of flat. In addition such as road, park, pool, Gym available under DEo vihar campus will be used by owners of flats .



Aarya Developers and Builders

Suman Kumar

Partner

Vikas
Vijay Kumar Sharma

- l) It is decided and agreed by the parties that all the maintenance of constructed building/ flats, Common areas and others will be done by the land owner. The developer as well as the flat owner shall have no interference or objection regarding the same.
- m) COMMON EXPENSES AND SERVICE CHARGES:- shall mean and include
- (i) all cost of maintenance operating, replacing, repairing, white washing, painting, decorating, redecorating, rebuilding, reconstructing, like the common portion and common area in the proposed building including outer wall.
 - (ii) the salaries of all persons employed for the common purposes including watchman/ Guards, Security Persons, light-man, Sweeper, Plumber, Electrician etc.
 - (iii) Insurance premium for insuring the proposed building if any.
 - (iv) All charges and deposits for supplies common utilities to the landlords shall also be born by the developer.
 - (v) Municipal tax, water tax and other levies in respect of the premises and the proposed building save those separately assess on the purchasers
 - (vi) That cost of formation and operation of the association, (if any) for the maintenance and management of the premises of the proposed building, and the common portion thereof.
 - (vii) cost of running maintenance repairs and replacement of lift, transformer (if any), Generator, pump and other common installation including their license fee, taxes and other levies (if any).
 - (viii) Electricity charges for the electrical energy consumed for operation of the common services,
 - (ix) all litigation expenses incurred for the common purposes and relating to the common use and enjoyment of the common portions,
 - (x) all other expenses, taxes, rates and other levies etc. are deemed by the DEVELOPERS to be necessary or incidental or liable to be



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Suman Kumar
Partner

Rikas
Vijay Kumar Sharma

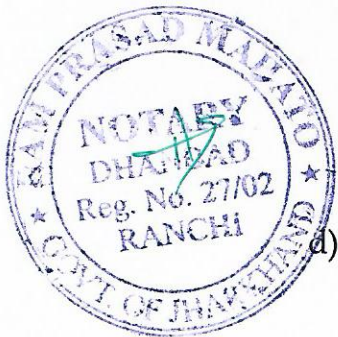
(x) all other expenses, taxes, rates and other levies etc. are deemed by the DEVELOPERS to be necessary or incidental or liable to be paid by the co-owners in common including such amount as we fixed for creating a fund for replacement, renovation, painting and/or periodic repairing of the common portion.

n) CONSIDERATION MONEY.

a) The DEVELOPER shall have to pay the OWNERS, jointly or severally, a sum of Rs. 20,00,000/- (Rupees Twnty laks) only as a security deposits which will be refundable without interest. In case the landowner shall not refund the same, it shall be adjustable with the area allotted to the landlord/s @ current market price at the time of Agreement of the owners share to the developer or their nominated person.

b) In consideration of the above, a sum of Rs. 20,00,000/- (Rupees Twnty laks) entire amount has been paid to the OWNER/S separately by way of Cheque no 000001, 000002 in their respective names which Owners hereby confirm, admit and acknowledge the same.

c) It is covenant by the OWNERS that the land, proposed to be developed, is out of litigation and not made any obstruction by the adjoining owners. The OWNERS are the exclusive Right, Title and peaceful possession over the land. And if any dispute regarding title of land is found any time from the date of this agreement, it will be the duty and responsibility of the OWNERS to clear/resolve the said litigation. If OWNERS failed to clear/resolve the said litigation, if any, then OWNERS shall be responsible and liable to return back the consideration money within 6 months without interest,



d) In the consideration of the aforesaid land, the OWNERS having interest giving license to the DEVELOPER to take possession and enter the property and to develop and construct multistoried building thereon having dwelling units and/or

Aarya Developers and Builders

Suman Kumar
Partner

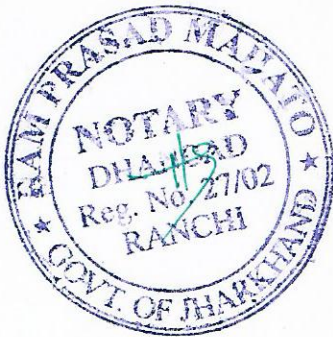
Vikas
Vijay Kumar Sharma.

ownership flats and/or commercial units on its own cost and conferring the right, power, privilege and benefits mentioned herein.

- e) On completion of the construction of the said building the OWNERS shall become entitled to the ownership and exclusive use and occupation of the saleable area comprises the OWNERS portion of the said building and the DEVELOPER shall put the OWNERS in undisturbed exclusive possession thereof to the OWNERS.

3. **DEVELOPER RIGHT & DUTY**

- a. The DEVELOPER shall entitled to enter into any agreement with any building contractor, architecture, appoint agents assign the benefit of this contract for the purpose of development of said property in its own name and cost, risk and expenses.
- b. DEVELOPER shall be entitled to allot flat or right in the building and structures to be constructed so far as they relate to developer allocation and to enter into any package, deal and arrangement in relation thereto.
- c. That Developer shall have to pay Rs. 25,000/- (Rs Twenty five thousand) only, per flat to the land owners/ First party as life-time membership Charges in respect of the flats coming in the exclusive share of the developer .
- d. That, after passing the Map from competent authority, the DEVELOPER immediately executes agreement for allocation of share of flats as per the terms of this development agreement and thereby share of Developer and Land owners shall be defined properly.



4. **POWER OF ATTORNEY:-**

The OWNERS shall at the cost of the DEVELOPER within-right after execution of this agreement execute a Regd. General Power of Attorney in favour of the Developer giving necessary powers required to carry

Aarya Developers and Builders

Suman Kumar
Partner

Vikas
Vijay Kumar Sharma.

out the work of development and for completion of the project work herein and to execute and sign, deed(s) documents in favour of the proposed purchasers of the Flats - to the extent of DEVELOPER'S allocation in the said building, which is as essence of contract.

5. OWNERS TO EXECUTE DOCUMENTS:-

The OWNERS shall at the request, costs, expenses and charges of the DEVELOPER, assign, execute from time to time all plans, applications for lay outs constructions of the building and structures on the said property and all other documents that might be necessary for giving proper effect of these presents.

6. TIME IS ESSENCE OF CONTRACT:-

The DEVELOPER covenants and agreed to complete the Development and construction of the Building with all amenities therein and thereon within 24 months year with a grace period of six months and in worst circumstances if required another six months will be grace period, from the date of sanction of the plan from M.A.D.A. subject to force major reasons and/or other reasons beyond the control of the Developer in which event & time to complete the construction of the said building shall reasonable stand extended from time to time. After the 36 Month the Developer have pay 20,000 p/m.

7. OWNER'S ALLOCATION:

a) The portion of the building which is to be allocated to the OWNERS shall mean Sri Vijay kumar Sharma S/o Deo muni Sharma And Vikash kumar S/o Vijay kumar Sharma by caste- Bhumihar , by profession- Business by faith- Hindu by, residing at Jharudih , Dhanbad Distt- Dhanbad. And car parking Space, in equal number of Flats allotted to the OWNER

b) The parties have amicably decided that the distribution of the flats shall be in such a manner that if the front side flats on the first floor is allotted to the land-owners, front side flats on the second floor shall be allotted to the developer. This similar process shall be applied for



Aarya Developers and Builders

Suman Kumar
Partner

Vikash
Vijay Kumar Sharma

allocation of remaining portion of constructed area on alternative floors.

- c) The parties shall adjust by paying the extra amount to each other for the excess area of any of the completed flat which area falls in excess of the actual allotted area of the either party. If OWNERS' area exceeds beyond the allocated portion of the OWNERS' share then the owners will pay the cost to the DEVELOPER of Pro-Rate Ratio of the apartment/flat as calculated in the aforesaid manner for the excess constructed area. Excess area in the share of the developer shall be adjusted in the same manner.
- d) On completion of the building, the DEVELOPER shall inform in writing to OWNERS to take physic possession/ ownership of the OWNER'S allocation in the building. On receipt of notice OR on and from the date mentioned for taking possession, the OWNERS shall responsible to pay all taxes, service taxes and other outgoings in respect to proportionate share of common facilities in the building in respect to owner's share of flats. Any additional insurance premium, costs or expenses by way of maintenance for any particulars use any portion within the owner's allocations shall be paid by the owner.
- e) The DEVELOPER shall bear the cost, security deposits for installation of electric meter, transformer, generator, and Municipal Water connection etc. in the said building to the extent of proportionate share of OWNER'S allocation share.
- f) If extra floor passed by M.A.D.A. then same shall also be distributed between the land-owner and the developer in the ratio of 30% OWNERS share and 70% DEVELOPERS share of each of floor of the aforesaid building.
- g) The OWNERS shall have exclusive right to sale, mortgage, lease etc. on ownership basis to any intending purchaser in respect to OWNER'S allocation of 30% in each floor along with Car Parking Space of the said building 'as indicated above.

8. DEVELOPER'S ALLOCATION:

That the DEVELOPER is hereby empowered to execute agreement to sale and/or absolute sale deed to transfer and convey in favour of any

Aarya Developers and Builders
Suman Kumar
Partner

Pikas
Nijay Kumar Sharma



proposed purchasers to the extent of DEVELOPER'S allocation i.e.70% Developer's; (share in the building to be constructed).

9. RESTRICTIONS AS TO USER OF THE BUILDING:

the provisions contained in any agreement, rules regulations, Bylaws, and restrictions, contained herein.

- (a) Neither the OWNERS, nor the DEVELOPER nor any person occupying any portion of the said building whether in the OWNER'S allocation or in the DEVELOPER'S, allocation shall use or permit to be used his portion or space occupied by him or his agents, for carrying on illegal or immoral trade or activity or to do or allow anything to be done that might cause any nuisance of annoyance or hazard to anybody inside the building or outside the building or to store any inflammable or explosive material good or product

10. NOT A DEMISE

It is declared and agreed by these presents that these DEVELOPMENT AGREEMENT shall not be treated as conveyance transfer of any right, title or interest in the, said property to the DEVELOPER excepting the right to develop and after demolishing of the existing structures these presents shall be treated only a license in favour of the DEVELOPER to do all acts, things' and deeds expressly provided therein and contained in the Power of Attorney to be executed.

11. LICENCE TO DEVELOP:

The OWNERS hereby entrusts, hands over and giving license to DEVELOPER to enter into the said property to demolish the existing structures if any, develop the property and construct multistoried 'buildings thereon containing dwelling units/owner ship Flats/commercial space with the best materials and in accordance with the plans and specifications mentioned hereinafter.

12. DELIVERY OF TITLE DEEDS:



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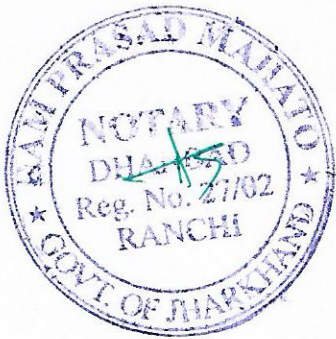
Suman Kumar
Partner

Vijay Kumar Sharma.
Vikash

The DEVELOPER shall be entitled to inspect the title deeds, if and when required. The landlords shall produce the original documents for verification before the concerned financial authority, if and when required.

13. OWNER'S UNDERTAKINGS:

- i) The OWNERS declare that he has not agreed, committed to" or contracted or entered into any agreement for sale or lease of the said property or any part thereof to any person other than the DEVELOPER and that he/she had not created any lien, charge, mortgage, or encumbrance on the said property and that he/she would keep the said property free from encumbrance during the subsistence of these presents.
- ii) The OWNERS further declares that he had not done any acts, thing deed or matter whereby or by reasons of the said building and/or property may be effected or prevented in any manner whatsoever and that he/she undertakes to remove any possible impediments to the. Implementation of these presents, if the same is within their power and control.
- iii) The OWNERS declare that any authority, Municipal authority or any other authority has not issued any notices effecting the said property or imposing any restrictions on the development of the said property in the manner proposed herein.
- iv) That the land this Agreement is not prohibited by Govt. i.e., does not under Govt. Land, Settled Land, Bhudari Land, Forest Land, Advasi Land and not belonging to any member of Scheduled Tribes, Scheduled Caste or Backward Classes, as defined under C.N.T. Act. 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 and his land does not any reserved cast under C.N.T. Act.
- v) The OWNERS hereby undertakes, agrees and covenants, not to cause any interference by himself/herself or through others in the development of the property or in the construction of the



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Partner

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new buildings on the said property by the DEVELOPER or through his agents to do any things, deed or act preventing the DEVELOPER from disposing of selling, assigning, or disposing of or transferring any portion of the DEVELOPER'S allocation of the new buildings or to deal with the DEVELOPER'S allocation in any manner whatsoever.

14. DEED OF CONVEYANCE:

After the full consideration is received by the OWNERS, completion of construction of the building, obtaining certificate of completion or occupation and sale of flats, if any the DEVELOPER shall make over the building formally to the owner whereupon the OWNERS shall directly execute and deliver one or more deeds of conveyance in favour of proposed purchasers to the extent of their own share i.e. 30 % of OWNER'S allocations and the DEVELOPER may be joined therein as confirming party, if so required and all the expenses for Registration of the deeds shall be borne by the proposed purchasers.

It is clarified herein that in regard to the share of the DEVELOPER'S allocations, the DEVELOPER shall directly/along with land owner execute and deliver one or more Deed of Conveyance in favour of the proposed purchaser's to the extent of the DEVELOPER'S allocations through'-, the Power of Attorney executed and granted by the OWNERS in favour of the DEVELOPER.

15) ARBITRATION & JURISDICTION:

It is hereby agreed by the parties that all dispute and differences arising out of in relation to their presence or touching the development, demolition of old structure if any, construction of new building and in relation there to shall be referred to the arbitrator appointed by the parties having and on difference of their opinion with regard to the dispute & difference arises between the parties , the arbitrator may jointly appoint umpire Arbitrator whose decision will be final and bindings on the parties as par provision of arbitration and conciliation Act 1996.



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Partner

Vijay Kumar Sharma.
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THE SCHEDULE "A"

(land as per Sale Deed, acquired by the landowners)

Land belonging to Sri Vijay kumar Sharma S/o Deo muni Sharma And Vikash kumar S/o Vijay kumar Sharma by caste- Bhumihaar , by profession- Business by faith- Hindu by, residing at Jharudih , Dhanbad Distt- Dhanbad, acquired vide Sale Deed No Sale Deed No. 6743 dt. 30.7.15, 6742 dt. 30.7.15, 2465 dt. 30.7.15 .All piece and parcel/Rayati right of land under Khata No. 12 , Plot No. 385,386 , area measuring 24 katha i.e. dec. within Mouza Bisunpur -5 , Mo, P.S. Dhanbad , District Dhanbad being butted and bounded as under :-

North:- part of this Land
South:- part of this Land
East:- 20 Fit Wide Rood
West:- part of this land

THE SCHEDULE "B"

(Land agreed to hand over to the developer, out of aforementioned purchased land by the landowner)

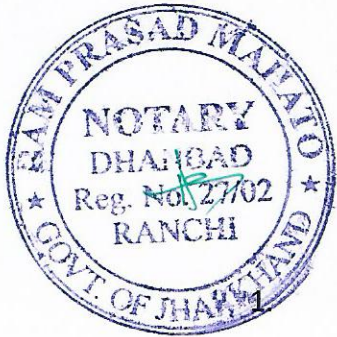
All piece and parcel/Rayati right of land under Khata No. 12 , Plot No.385,386. area measuring 20 katha i. 33 dec. within Mouza No- Bisunpur -5 P.S. Dhanbad , District Dhanbad , being butted and bounded as under :-

North:- part of plot no – 385,386.
South: - part of plot no – 385,386
East:- 20 Fit Wide Rood
West:- part of plot no - 385

THE SCHEDULE "C"

(THE COMMON PORTIONS)

1. Stair case on all the floors.
2. Stair case landing on all floors.
3. Main gate of the said premises and common passage and lobby on the Ground Floor to Top Floor excepting the allotted space to intending purchaser or purchasers on the Ground Floor.

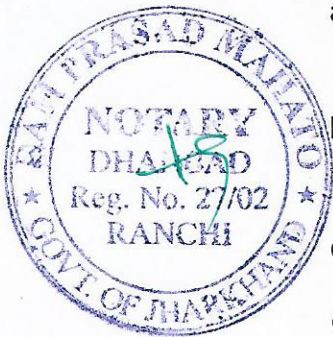


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4. Water pump, bath room, on the ground floor, water tank, water pipes, overhead tank on the roof, and other common plumbing installations.
5. Installation of common services viz. electricity, water pipes, sewerage, rain water pipes.
6. Lighting in the common space, passage, stair case, including electric meter fittings.
7. Common Electric meter and box.
8. Electric wiring meter for lighting stair case, car parking space, lobby and other common areas (excluding those as are installed for any particular floor) and space required thereto.
9. Window, Doors, Grills and other fittings of die common area of the premises.
10. Such other common parts areas equipments installation, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupancy of the units.
11. Electrical Wiring, meters (excluding those are installed for any particular UNIT).
12. Lift facilities in the building.
13. GENERAL COMMON ELEMENTS of all appurtenance and facilities and other items which are not part of any 'UNIT'.
 - a) All land and premises described in the SCHEDULE "B" hereinabove written.
 - b) All private ways, curves, side-walls areas of the said premises except the other Garage spaces on the Basement.
 - c) Exterior conduits, utility lines, underground storage tanks.
 - d) Public connection, meters gas; electricity, telephone and water owned by public utility or other agencies providing such services and located outside the building.



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Partner

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Vijay

- e) Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
- f) All elevations including shafts, shafts walls, machine rooms and apartments, facilities.
- g) All other facilities or elements or any improvement outside the unit but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
- h) The foundation, Corridor, Lobbies, Stairways Entrance and exists path ways, Footing, columns, Girders, Beams, supports and exterior wall of compel beyond and 'UNIT' side or interior load bearing walls within die buildings or concrete floor slab except the roof slab and all concrete ceilings and all staircases in the said building.
- i) Conduits, utility lines, telephone and electrical systems contained within the said building.

SCHEDULE -D

(specification of Construction)

FLOOR AND WALL TILING :-

- (1) The flooring in the living room/bed room/dining area/kitchen and balcony will be branded Vitriified tiles (Size- 2/2)
- (2) The Flooring in bathrooms/toilets will be of branded Ante skit tiles flooring.
- (3) Branded ceramic/glazed tiles will be provided in toilets upto 7' ht. from floor level in kitchen it will be up to ht of 2'-0" from kitchen platform.

SANITARY WARE AND FITTINGS :-

- (1) All water closet and wash basin will be in branded (Jaguar) white ceramic with low level white cisterns made up of PVS best quality.
- (2) All tap fittings will be heavy quantity of chromium plated brass.

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KITCHEN PLATFORM AND SINK :

- (1) To of kitchen platform will be of Marble with stainless steel sink.

DOOR AND WINDOWS :-

- (1) All door frame will be made of locality available wood steel and door shutters will be of factory made 30 mm thick hard core flush shutters painted with two coats of synthetics enamel over a coat of primer.
- (2) Window frame and shutters will be of Aluminium frame with glass work fitted with M/s Grill with enamel paint over primer.
- (3) All the doors will be provided with a night latch, magic eye and a cell drop. All other fittings will be of anodized aluminium.

WALLS :-

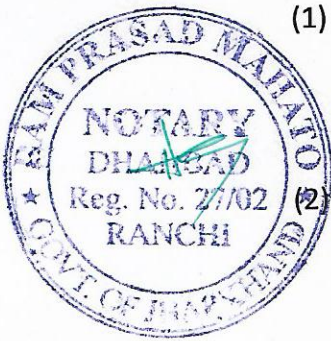
- (1) Interior walls will be decorated with plaster of Paris with one coat of cement primer, wall putty etc. of the branded make.
- (2) Exterior will be finished with weather coat.

Plumbing and waste water lines :-

All concealed plumbing for supply water will P.P.P. PVS pipes and external soil or waste water lines will be PVS pipe in a two stack system geyser line connection in bath room shall be provided.

ELECTRICITY SUPPLY AND WIRING :-

- (1) Wiring will be concealed and suitable for 1/3 phase supply. The main supply shall 3 phase in accordance with rules and regulations of Jharkhand Rajya Urja Vikash Nigam Ltd. and required space within the compound to erect a transformer.
That cost of all the electrification, transfer installation, meter installation, wiring and other amenities shall be born by the developer.
- (2)
- (3) Each flat will be provided with a separate mete located on the main electrical panel board. A separate meter (S) for common services will be provided on main electrical board. The developer shall provide C. C. T.V. Camera on required places and Intercom on every Flats and



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Partner

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Common space, Main Door, and all the entrance of the project known as 'DEO VIHAR COMPLEX'.

- (4) All bedrooms, living and dining areas shall have one plug point, two light points, one fan point. A plug point. In addition the master bedroom living and dining area shall have a 15 A Plug point. In addition the all bed room living and dining area shall have a 15A plug point One 15A Plug point will be provided in kitchen and toilet.

TELEPHONE AND T.V. CABLES

Telephone cable will be provided from each flat upto common junction point (tag block) at the gate or other suitable location wires will be drawn beyond this stretch. Individual Telephone cables will be provided through cancelled conducts for telephone intercom from the terrace to each flat. Intercom facility shall be provided to the flats.

EXHAUST OPENING

If the structural design to complex permits, provisions of a suitable opening for an exhaust fan shall be provided.

Notes :- All Specification, Sizes and layout etc. are subject to minor variations, alternation by the developer upon suggestion of its consultants. Any features not included in this list but desired by a flat owner may be given at company's discretion at additional cost.

AMENITIES ;-

A 24hrs. water supply will be provided to all the flats or common area from own central supply system as per the design of P.H.E.D. consultants.

SEWERAGE :-

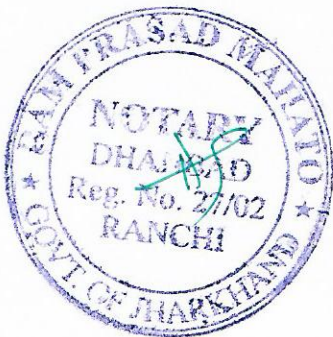
Suitable arrangement for rain storm and soil water disposal shall be provided as per design of PHED consultants.

SERVANTS ROOM/PARKING :-

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There is a provision of reserve parking space as per requirements of the competent authority. Some of them may be opened and some covered depending upon the availability of space.

If the total car parking space and servant room is less than the total number of occupants, individual allotment as reserve parking space/servant room will be done on first cum first serve basis at an extra cost by

LIFT :-

OTIS make lift having capacity of four people shall be installed and the cost will pay the developer or developers share flats owners only.

GENERATOR :-

Sound less branded Generator of adequate capacity shall be installed at the ground floor to run the submersible water mother pump and for lighting common areas and restricted supply of 750 watts to each flat of the building and the cost of generator shall be divided to developer's shares flat owners only.

SCHEDULE - E

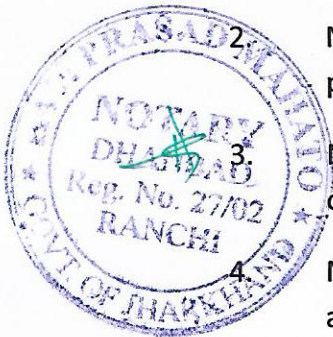
(THE GUIDANCE RESPECTING POSSESSION AND / OR USER OF UNITS SHALL INCLUDE THE IMPOSITIONS AND RESTRICTION AS UNDER)

1. Not to carry on or permit to be carried on upon any 'UNIT' any offensive or unlawful activities illegal or forbidden under any law for the time being in force.

Not to demolish or cause to be demolished or damaged any 'UNIT' or any part thereof.

Not to do or permit to be done any act deed or thing which may render void or voidable.

Not to claim division or partition of the said land and/or the building thereon, and common areas within the same.



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Partner

Vijay Kumar Sharma
Vikash

5. Not to decorate the exterior of the said unit which may affect the other FLAT/ UNITS/ CAR-PARKING SPACE and other SPACES within the said building, or the structure thereof, in any manner whatsoever.
6. Not to throw or accumulate any dirt, rubbish, water or other refuse or permit the same to be thrown or accumulated in any 'UNIT' or any portion of the building housing the same.
7. Not to avoid the liability or responsibility of repairing any portion within the allocation of the parties or those or any component part of the unit as shall be sold and transferred for gains or fittings and fixture therein for storing water, sewerages etc. in the event of such portion or part or fixtures and fitting within the flat and/or unit demanding repairs thereby causing in convenience and injuries to other flat or unit owner as may be affected in consequence.
8. Not to paint outer walls or portion of their unit, common walls or portions of the building, exclusive of the getup thereof. They will be entitled to paint inside the walls and portions of their unit only in any colour of their choice.
9. Not to use the any unit giving the same complete shape, of an temple or a mosque or a church as a whole, save and except using it for the purpose only for observing religious rituals or obligations installing images, statues, photographs therefore worship of gods and/or performance of religious obligations' day to day or otherwise or special occasions.
10. The purchaser of any unit together with other purchaser or owner of other units shall must have the obligations for guidance of members, or maintenance, safety and security of the building or otherwise as shall be necessary in the interest thereof.
11. Not to cause sound pollution to the inconvenience of other unit - owner using, and/or manipulating musical instruments, loud speakers, tape recorders etc., without indiscriminately as such.
12. Not to encroach any common portion of the building as aforesaid nor to obstruct, jeopardizes the user thereof, nor to encumber any of such portion in any manner whatsoever.



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Partner

Vijay Kumar Sharma.
Vikas

Note:-

- i. All material to be used in the proposed building must be of above mentioned branded/reputed companies or equivalent to ISI Brand.
- ii. This agreement has been executed in two original copies. One copy will be kept in the possession of the landlord and the other copy will be kept in the possession of the Developers. Both the copies are same in all respect and is being signed by both the parties

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED AND DELIVERED THESE PRESENTSON THEDAY OF THE MONTH AND YEAR 2015 FIRST ABOVE WRITTEN.

This agreement has been prepared in two original copies, to be kept by the landlords and the developer, for future reference.

Witnesses :-

1. *Tantish Abhisar*

Signature of First Party (the landlords)

1. *Vijay Kumar Sharma*

2.

2. *Vikash Kumar*

Signature of Second Party (the Developer)

1. **Aarya Developers and Builders**
Suman Kumar
Partner



15/12/15
NOTARY
DHANBAD

Authorised
u/s 297 (i) (c) of the Cr PC 1973
(Act No. 11 of 1974) & u/s (8) (i)
of the notaries Act 1952
(Act No 53 of 1952)