





Ranchi Municipal Corporation
Certificate For Empanelled Builder

Entity Name	: VASTU CONSTRUCTION	Enrolment Number	: DEV/2075/0036/2021
Category of Entity	: Partnership Firm	Enrolment Date	: 15/07/2021
CIN Number	: DEV/2075/0036/2021	Registration Number	: DEV/2075/0036/2021
Establishment Year	: 2017	Issue Date of Registration Number	: 15/07/2021
Address	: JEEWAN LOK COMPLEX, MAIN ROAD, P. S- DORANDA, HINOO, RANCHI, JHARKHAND, 834002	Phone Number	: 9431102662

This is to declare that **VASTU CONSTRUCTION** having enrolment number **DEV/2075/0036/2021**, has been successfully registered with us with satisfactory compliance of registration criteria and to certify that registration number **DEV/2075/0036/2021** has been allocated to you as empanelled **Partnership Firm** under this local body to act as authorized **Partnership Firm** for conducting its activity as per its MOA (Memorandum of Association).

The validity of this certificate is subject to meeting the terms and conditions as specified under Annexure-1 of Jharkhand Building Bye-laws 2016 and renewal of validity period of this certificate.



Name : **SRIKANT**
SARAN
Designation : **Municipal**
Commissioner
Organizational Main
Authorized Signatory



झारखण्ड सरकार

झारखंड भू-संपदा नियामक प्राधिकार
(Jharkhand Real Estate Regulatory Authority)
प्रथम तल्ला, सिविल सर्विसेज ऑफिसर्स, इन्स्टीटयुट,
दीनदयाल नगर, राँची-834008, दुरभाष न०-0651-2360170

FORM 'C'
[See rule 6(6.1)]
REGISTRATION CERTIFICATE OF PROJECT

This registration is granted under section 5 to the following project under project registration number **JHARERA/PROJECT/975/2020** (Building Permit No. **RMC/BP/0069/W45/2017** Date **29-08-2019**)

"Rashmani Enclave" Add-Main Road, Hinoo, Ranchi, Jharkhand, [Specify Details of Project including the project address];

1. [In the case of a firm / society / company / competent **Vastu Construction**, [firm / society / company / competent authority etc.] having its [registered office / principal place of business] **Add- Hotel Shivani International, 7th Floor, Hinoo, Main Road, Ranchi, Jharkhand**,
2. This registration is granted subject to the following conditions, namely:-
 - (i) The promoter shall enter into an agreement for sale with the allottees as provided in 'Form G'
 - (ii) The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment, plot or building, as the case may be, or the common areas as per section 17;
 - (iii) The promoter shall deposit seventy per cent. of the amounts realized by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (1) of sub-section (2) of section 4;
 - (iv) The registration shall be valid for a period of **3 (Three)** years commencing from **29-08-2019** and ending with **28-08-2022** unless extended by the Authority in accordance with section-6 read with rules and regulation made under;
 - (v) The promoter shall comply with the provisions of the Act and the rules and regulations made under;
 - (vi) The promoter shall not contravene the provisions of any other law for the time being in force as applicable to the project.
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Dated: 22/6/2020
Place: Ranchi



JHARKHAND REAL ESTATE REGULATORY AUTHORITY
Signature and seal of the Authorized Officer
Real Estate Regulatory Authority
RANCHI

COMPLETION CERTIFICATE

I hereby certify that the erection, re-erection or material alteration in /of building name RASMANI ENCLAVE of the development of the land of Khata No -160, Mauza - Hinoo, P.S - Doranda / Plot No - 452 , Thana No - 225, city Ranchi has been supervised by me & has been completed on 05.01.2022 according to plans sanctioned, Vide No. BP/W45/0124/17 Dated - 21.04.2017 the work has been completed to my best satisfaction, the workmanship and all the materials (types & grades) have been used strictly in accordance with general and detailed specification. No provision of the building byelaws has been violated. No requisitions made, No condition prescribed or orders issued there under have been transgressed in the course of the work. The building is fit for use for which it has been erected, re-erected or altered, construction & enlarged.

Signature of Licensed Architect/Engineer.....

Sanoj Kumar.

SANOJ K. SINHA
LIC. No.-RMC/LE-0011/15-16
Mob.-9308184562

Name of Licensed Architect/Engineer...SANOJ KUMAR SINHA

Address of Licensed Architect/Engineer...NEW ANAND PU COLONY, KHIJRI,
NAMKUM, RANCHI



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नितम १ के अधीन प्राचीन भारतीय स्टाम्प अधिनियम 1899 का अनुच्छेद 1 या 1 के सं० 5 के अधीन यथावत स्टाम्प सहित (या स्टाम्प शुल्क २) विपुल या स्टाम्प शुल्क कर्षणित नहीं।



वकील राजेश कुमार
नदरी क्षेत्र-2, (बिरसा प्रखण्ड)
06/3/2017

Shiwajee Sahu
6/3/17

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made on this 6th day of MARCH 2017 of Christian era.

BETWEEN

3346/प्रति
रु 500/-
कलकत्ता, पश्चिम बंगाल
पंजी के रिजिस्ट्रार
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Sri Shiwajee Sahu son of Late Dorik Lal Sahu, by faith – Hindu, by Caste – Teli, by Occupation – Retired, resident of Village - Dharm Patti, P.S. Raghapur, District – Saharsa, (Bihar) at Present resident of – Prasad Flour Mill Road, Near New A.G. Colony, Doranda, P.O. + P.S. - Doranda, District – Ranchi (Jharkhand), an Indian citizen, her PAN – ABUPS2493Q, Mobile No. – 9835410088, UID - 214049269478 (herein after referred to as the "LAND OWNER/OWNER", which terms and include, their heirs, successors assigns legal representatives and executors) of the **ONE PART**.

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Rajesh Shrivastava

कलकत्ता, पश्चिम बंगाल
पंजी के रिजिस्ट्रार

प्रतिबंधित सूची से मिलान किया दस्तावेज प्रतिबंधित

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29/12/17 Shivajee Sahu
Handwritten Agreement
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Shivajee Sahu
06.03.17



(Judge) Kuma
(Advocate)
Civil Court, Ranchi



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पोटे मरदाने King 6000

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नवर निवेशक, रॉ. 17
पहरी क्षेत्र सं-2, राँची, प्रबंध,



AND

VASTU CONSTRUCTION, a partnership business having its office at 7th Floor Hotel Shivani International, Main Road, Hinoo, P.S. Doranda, Ranchi-834002, (Jharkhand), PAN AAHFV4110B through its both Partners (1) Sri Rajesh Shrivastava, son of Late Kamni Kant Shrivastava, by faith Hindu, by caste-Kayasth, by occupation Business, resident of Jeewan Lok Complex, Main Road, Hinoo, P.S. Doranda, District Ranchi (Jharkhand), PAN: AFZPS8695F, Mobile No.: 9431114004 (2) Sri Manoj Kumar Sinha, son of Ram Ayodhya Sinha "Arya", by faith Hindu, by caste Kayasth, by occupation – Business, resident of Near Jiwan Lok Complex, Main Road, Hinoo, P.S. Doranda, District Ranchi (Jharkhand), PAN : ASCPS3225M, Mobile No.9431102662, an Indian Citizen, (hereinafter referred to as the **DEVELOPER** which terms and expressions unless excluded by or repugnant to the subject or context shall mean and include the above named partnership business, its partner, their heirs, successors, successors-in-office, successors-in-interest, legal representatives, executors and assigns) of the OTHER PART.

WHEREAS, the land owner is seized and possessed of and/or otherwise sufficiently entitled to all that piece and parcel of land measuring an area 06 Kathas equivalent to 9.91 Decimals (more or less) being portion of R.S. Plot No.452, Sub Plot No.452/B, under Khata No.160 of village Hinoo, Thana No.225, P.S. Doranda, District Ranchi, Ward No.45 of the Ranchi Municipal Corporation Ranchi hereinafter referred to as the "Said Property" morefully described in the Schedule "A" hereinafter and exclusive owner and in possession over the same;

AND WHEREAS, the land being Revisional Survey Plot Number 452, under Khata No.160 of village Hinoo, Thana No.225, P.S. Doranda, District Ranchi is recorded in Revisional Survey Record of Right published in the year 1932 in the name of Mohammad Sahid, son of Mohammad Hatim of Doranda as "Kaiyami" and the said Mohammad Sahid was coming in exclusive and peaceful possession of the above mentioned lands.

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AND WHEREAS the said Mohammad Sahid applied before the Deputy Commissioner, hereinafter called the competent authority for permission to sell 50 decimals of lands out of R.S. Plot No. 452 under Section 49 of the C.N.T. Act and was granted permission by the Deputy Commissioner, Ranchi to sell the land vide Misc. Case No.162 R 84 of 1963-64 of and to that effect he executed a Sale Deed in favour of Srimati Bhagwani Devi, wife of Sri Jiwan Lall which was registered in the office of the Sub-Registrar, Ranchi on 08.10.1964 being No.6612 of 1964 entered in Book No.I, Volume No.54, Pages 54 to 59 and after said purchased Srimati Bhagwani Devi came in peaceful possession over the same and got her name mutated in the office of Circle Officer Town Anchal, Ranchi.

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AND WHEREAS the said Srimati Bhagwani Devi through her constituted Power of Attorney Holder Sri Jiwan Lall sold and transferred 06(Six) Khathas out of her aforesaid lands of R.S. Plot No.452 being Sub Plot No.452/B, under Khata No.160 of village Hinoo, P.S. Doranda, District Ranchi through registered Deed of Sale being Deed No.4769 dated 09.06.1965 entered in Book No. I, Volume No.49, Page No.1 to 7 in the year 1965 registered in the office of District Sub-Registrar Ranchi in favour of Sri S.Subramu, son of Late S. Sitharamayya and after purchase the said land Sri S. Subramu came in peaceful possession over the same and got his name mutated in the office of Circle Officer Town Anchal Ranchi vide Mutation Case No.130 R 27 of 1981-82 and paid rent cess etc., to the State regularly.

AND WHEREAS the said S. Subramu, son of Late S. Sitharamayya sold and transferred his aforesaid purchased land measuring area 06(Six) Khathas of R.S. Plot No.452, being Sub Plot No.452/B under Khata No.160 of village Hinoo, Thana No.225, P.S. Doranda, District Ranchi through registered Deed of Sale being Deed No.8110, Serial No.8670, dated 09.08.1982 entered in Book No. I, Volume No.19, Page No. 20 to 28 year of 1984 registered in the office of District Sub Registrar Ranchi in favour of Sri Shiwajee Sahu, son of Late Dorik Lal Sahu and after purchase the said land Sri Shiwajee Sahu came in peaceful possession

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over the same and got his name mutated in the office of Circle Officer Town Anchal Ranchi know Argora Anchal Ranchi vide Mutation Case No.882 R 27 of 1982-83 and paid rent, cess etc. to the State regularly

AND WHEREAS, the owner is desirous of getting his schedule property, as described in Schedule-"A" below by demolishing of the old structures, if any, and constructing thereon of a multi-stories residential building/apartment consisting of flats/dwelling units therein.

AND WHEREAS, on being approached by the DEVELOPER, the OWNER agreed to get the SCHEDULE "A" PROPERTY developed by construction of residential multistoried apartment containing flats as per plan to be sanctioned by Ranchi Municipal Corporation /RRDA or any competent authority, with specification mentioned in the SCHEDULE "D" hereto below, on terms and condition mutually settled between them.

NOW THEREFORE, THIS AGREEMENT WITNESSETH as follows :-

DEFINITIONS : Unless there is anything repugnant to the subject or context the following terms will have the meaning assigned to them hereunder:

- (a) "OWNER" shall mean SRI SHIWAJEE SAHU, son of Dorik Lal Sahu and his legal heirs, legal representatives, executors, administrator, successors and assigns.
- (b) "DEVELOPER" shall mean (1) Sri Rajesh Srivastava and (2) Sri Manoj Kumar Sinha partners of M/s VASTU CONSTRUCTION and his respective heirs, legal representatives, executors, administrator, successors and assigns.
- (c) "One Part" shall mean the land Owner.
- (d) "Other Part" shall mean the Developer.
- (e) "Said Property" shall means 06 Kathas of land purchased by the Owner by registered deed being Deed No. 8110, dated 09.08.1982 as mentioned in SCHEDULE "A".

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- (f) "NEW BUILDING" shall mean a multi storied residential building consisting of flats/dwelling units, with lifts staircases and all other common facilities and amenities as per specification mentioned in Schedule "D" below and according to the plan to be sanctioned by Ranchi Municipal Corporation, Ranchi and shall be known as Rasmani Enclave.
- (g) "COMMON FACILITIES AND AMENITIES" shall mean and include corridors, Hallways, Stairways, Drive Ways, Landings, Machine Room Staircases, Passage, Lift, Shaft, Pump Rooms, Deep Boring, Tube Wells, Underground Water Reservoir, Overhead Water Tank, Water Pump, Motor Generator and other facilities which may be mutually agreed between the parties and required for the establishment, location, enjoyment, provisions and maintenance of the New Building but excluding the right to use the Roof over the Top floor of the Multi-stories New Building which shall always belong to the LANDOWNER and the DEVELOPER in the manner stated hereinafter. However, the roof over the top floor of the multi-stories building can be used for installation of overhead water tanks etc. stated herein below. Any other form of construction/utilization of roof will be by mutual consent of all flat owners.
- (h) "SUPER BUILT-UP AREA" shall include walls, pillars, area within the walls and portions of the area occupied by lift, landing stair cases, deep boring water tank, septic tank, entrance, corridors, lobbies, generator, generator room, security guard's room, area meant for installation of fire fighting equipment, administrative office, and other common areas in the New Building.
- (i) "SAID UNITS" shall mean and include the flats/dwelling units its floor, roof and walls with the adjacent spaces below, on sides or above such units to be constructed on the "Said Property".
- (j) "SALEABLE SPACE" shall mean the 50% flat and 50% parking space in the New Building available for independent use and occupation, other than the Landowner's 50% Allocation after making due provision for common

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facilities and amenities and the facilities required in the new building, which space as mentioned in Schedule "C" hereunder, the Developer is entitled to sell to the prospective Purchasers.

- (k) "OWNER ALLOCATION" shall mean 50% of the super built-up area out of the total super built-up area 50% car parking 50% undivided Share in land in the new Building comprising of flats/dwelling units, including proportionate share in the Common Facilities and Amenities and defined in Schedule "B" hereinunder.
- (l) "DEVELOPER'S ALLOCATION" shall mean 50% of the Super built-up area of the New Building as fully and particularly described in the Schedule "C" below excluding the portion known as the "OWNER Allocation", but including proportion share in the Common Facilities and Amenities. Super Built-up area in the New Building known as the "Developer's Allocation" as mentioned in Schedule "C" hereunder shall be retained by the Developer for its own use and/or shall as and on such terms and rate as the Developer may decide but terms and condition regarding the use of common facilities and amenities either in Owner area or in the Developers area shall be uniform and similar for avoiding future disputes and difference.
- (m) "THE ENGINEER/ARCHITECT" shall mean, the consulting Engineer/ Architect/Firm/Company, competent and duly qualified enough to plan, design and monitor the construction of multi-storied buildings to be appointed by the Developer for designing and planning of the new Building.
- (n) "THE PLAN" shall mean such plan to be prepared by the Architect/Engineer to be appointed by the Developer for the construction of the New Building and to be submitted duly sign by the landowner his attorney holder and get it sanction by the Ranchi Municipal Corporation, Ranchi (including any variation therein which may subsequently be made by the developer and Architect which is in accordance with the law).

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- (o) "RMC, RANCHI OR COMPETENT AUTHORITY" shall mean Ranchi Municipal Corporation, Ranchi, any authority which is empowered by the Government and is competent to "approve and sanction the plan for the proposed New Building/s to be constructed on "The Said Property" hereinafter called the Schedule "A" property.

SCHEME OF DEVELOPMENT

- (a) The owner shall put the developer in possession of the Schedule "A" property and shall permit the Developer to enter and develop the "Said Property" who shall develop the same at its own costs, risks, expenses and responsibilities and take approval from the Owner on principal to principal basis and not as agents of Owner.
- (b) The Developer shall, at its own costs demolish the existing structures, if any, on the "Said Property" morefully described in Schedule "A" and construct thereon the new Multi-stoired Residential Building as per the plan to be sanctioned by RMC or Competent Authority of Ranchi and as per the terms and conditions imposed by the concerned authorities while sanctioning the said plans and also as per specifications mentioned in Schedule "D".
- (c) The Developer shall get the building plan prepared from a qualified architect and get the same sanctioned form Ranchi Municipal Corporation or Competent Authority, Ranchi for the property. The developer shall submit such building plan in the name of the owner or his attorney holder, which the owner shall have no objection and whenever required the OWNER shall sign the Building Plans, applications and relevant necessary documents also swear affidavits at the cost of the Developer as required by the Authority.
- (d) The Developer will be entitled to modify the approved plan, as it deems fit and proper, provided Owner' prior written consent will be obtained and such modifications are permissible under law and within the provisions of

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building bye-laws or as per approved scheme laid down by Ranchi Municipal Corporation, Ranchi or may other competent authority.

- (e) The Developer shall bear all costs and expenses whatsoever including the Architect's fee. Costs for obtaining necessary sanction/permission and/or clearance of the building plan, including any modified plan in terms of the Clause D hereinabove together with all other expenses for the demolition of old structures (if any) and construction of the New Multi-Storied building comprising of Residential areas thereon. The Owner shall have no responsibility bearing such expenses whatsoever.
- (f) That owner shall render to the Developer all reasonable assistance for obtaining sanctions of the Building Plan permissions, approvals as and when required by the Ranchi Municipal Corporation, Ranchi or Competent Authority, Ranchi and/or other authorities, if any, and the owner does hereby agree, assure and undertake to sign and execute such plans, applications and other papers and documents in connection with Building Plan as may be required by the Developer for submission before Ranchi Municipal Corporation from time to time at the costs and expenses of the Developer until the completion of the New Building.
- (g) That Developer shall be authorized by the owner to apply for and obtain quotas, entitlements and other allocations of such building materials as may be necessary and also to apply for and obtain temporary and/or permanent connections of water supply, electricity, and/or other facilities required for the construction and maintenance of the New Building at its own cost.
- (h) The Developer shall construct the entire structure/building with good substantial and efficient workman like manner using the best materials suitable for the purpose with specifications detailed in Schedule "D". The Developer shall provide electric connection generator etc. to the Owner not on such terms and conditions which shall be applicable to the intending

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Purchaser/Prospective Purchaser of the said building owner shall be provided free of cost.

OWNER COVENANTS THAT :

- (a) The "Said Property" are free from all encumbrances and the owner have acquired a good, clear and marketable title over the same. That no proceeding for acquisition, requisition or restoration of the same is pending in any court or govt. department against the Schedule "A".
- (b) That there are no attachment, either before or after judgment and there are no claims, demands, suits, decrees, injections, orders, notices, petitions or adjudication orders affecting the said property or any part thereof.
- (c) That apart from the owner, none else is/are entitled to or has/have any share, right, title or interest, over and in respect of the said property or any part thereof as a partner or partnership or co-partner in any joint family or in any other manner howsoever.
- (d) The owner hereby agrees and covenants with the Developer not to cause any interference or hindrance in the matter of construction of the new building by the Developer till the interest of the Owner is not affected and terms and conditions of this agreement is not violated.
- (e) The Owner hereby agrees and covenants with the Developer not to let out, grant lease, mortgage and/or charge the "Said Property" or any portion thereof, before the completion of the New Building or within the stipulated period for completion of the building as mentioned hereinabove.
- (f) The Owner does hereby undertake that the Developer shall entitled to complete the development of the "Said Property" including construction of the new building and to enjoy its allocated allocation/space without any interference and for disturbance by form or through the over provided owner's allocation is delivered.
- (g) The Owner declares that they have not agreed, committed to or contracted or entered into agreement for sale or lease of the "Said Property" or any

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part thereof to any person other than the Developer and that they have not created any lien, charge, mortgage or encumbrance on the said property and they would keep the "said property" free from all encumbrances during the subsistence of these presents.

- (h) The Owner further declare that they have not received any loan and to his/her knowledge nor has the government, local authority, municipal authority or any other authority issued any notice affecting "the Said Property" or imposing any restriction on the development of the "Said Property" in the manner proposed therein.

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DEVELOPER COVENANTS THAT :

- (a) The Developer shall carry out the development of the "Said Property" and construction of the "New Building" thereon with suitable construction material and in accordance with the plan to be sanction by Ranchi Municipal Corporation or Competent Authority, Ranchi and also in accordance with the relevant Municipal Laws and Rules, Regulation, by-laws, if any, and as per directions time to time issued by local/competent authorities.
- (b) The Developer shall arrange form its own sources, finances and/or funds, time to time required for the development of the said property or for constructions of "The New Buildings" thereon the first party shall not be responsible for any of the matters hereinabove.
- (c) The Developer shall indemnify the owner against all actions, demands, suits, costs proceedings and claims arising out of any accidents occurring at the site of "The said property" or that may arise out of the Developer negligence with regard to the development of "The said property", or in violation of the terms and conditions of this agreement.
- (d) After completion of flats, share of land owners will be handed over to the Landowner in terms of this development agreement and also as the sanction plan and specification.

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- (e) The Developer hereby agrees and covenants with the owner not to violate or contravene any of the provisions or rules applicable for construction of "The New Building" That Developer hereby agrees and covenants with the Owner not do any act, deed or thing by which the owner and developer may be prevented from enjoying, selling, assigning and/or disposing of their respective allocated portion in the new building as described in Schedule "B" and "C" below.
- (f) Any notice required to be given by the Developer shall be served upon the Owner either delivered by hand and duly acknowledgment and /or sent by registered post with acknowledgment due and shall likewise be deemed to have been served upon the land owner's if delivered by hand or sent by registered post of the last known address of the owner.
- (g) The Developer shall be entitled to prepare, modify or alter the plan with written consent of the owner and to be submit the same to the authorities concerned in the name of the owner of his attorney holder as may be required under rules at the developer's costs and the developer shall pay and bear all fees including Architect's fees charges and expenses required to be paid deposited for obtaining sanction building plan from the competent authority and for the construction of the building at the said premises provided however, that the developer shall be exclusively entitled to all the refunds of any or all payments and/or deposits made by the developer with respect to the above from the concerned authorities/ departments.

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TIME FOR COMPLETION OF PROJECT:

The Developer shall submit the building plan to RMC or Competent Authority, Ranchi and shall obtain the approval from authority and complete the construction of the building within 36 months from the date of obtaining sanction/approval of the building plan by the competent authorities. However in the event of the Developer being unable to complete the project within the stipulated period aforesaid, the Developer shall be allowed a grace period of

further 6 months excluding the period affected by force majeure or other circumstances beyond the control of the Developer if the Developer shall not complete the project within 42 months in that event this agreement will be extended for the further period with the mutual consent of the parties. But in no circumstances time shall be extended for more than 48 months. It is pertinent to mention that the Developer shall submit the building plan before the competent authority for sanction within two months from the date of this development agreement.

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FORCE MAJEURE:

The parties hereto shall not be considered liable for any obligations hereunder to the extent that the performance of the relative obligation is prevented by the existence of force majeure. In this regard, force majeure shall mean and include flood, earthquake, riot, war, storm tempest, civil commotion, strike, lockout and/or any other act of God beyond the control of the parties hereof.

DEVELOPER RIGHTS:

- (a) Immediate after registration of the development agreement the Owner shall at the cost and request of the Developer execute registered power of attorney in favour of its partner or his nominee investing him with specific power such as submissions of building plans to Ranchi Municipal Corporation, Ranchi, getting the same sanctions from Ranchi Municipal Corporation, Ranchi, obtaining N.O.Cs. and other necessary permissions from other authorities, if so required, applying for obtaining electric connection from Jharkhand State Electricity Board, Water Connection .
- (b) The Developer shall be entitled to advertise in his own name about the said development of the "Said Property" and proposed sale of flats/ dwelling units of his own allocation in the new building to be constructed and to put up Advertisement Board on the "Said Property".

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- (c) The Developer shall be entitled to obtain the services and enter into any agreement with any building contractor, Architect, Engineer, Electrician, Plumber etc. and to appoint agents at his own costs, risks and expenses.
- (d) The developer shall further be entitled to book and allot flats/dwelling units etc. or rights in the buildings structures and proportionate share in the "Said Property" to prospective purchasers in so far as they relate to developer's allocation and to enter into any package deal or cut in relation thereto and receive booking money, advance amount, installments and other payable from prospective purchasers and grant receipt thereto. It is pertinent to mention that para "a" to "d" under heading Developer's right shall be used by the Developer after sanction of the Building Plan and also after due allocation of the Owner's area at its own risk and responsibility without creating any liability over the Owner and without affecting the title of the Owner.

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MUTUAL RIGHTS:

- (a) On completion of the new building the Owner shall be entitled to 50% super built-up area out of the total super built up area in the building known as "Owner Allocation" as per his choice and described in the Schedule "B" the Developer shall hand over the fully finished Owner's portion to the Owner as per specification. The Developer will hand over his remaining portion to respective buyers on completion of construction of the new building. The Developer shall be entitled to the saleable space as particularly mentioned in the Schedule "C" and known as "Developer's Allocation" and Developer shall be at liberty to enter into such agreement for sale of the residential flats dwelling units from out of their allocation.

It is pertinent to mention that sanctioned of the Building Plan, the owner's shall be earmarked on the choice of the Owner and a

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Supplementary Agreement shall be prepared and signed by the parties showing the separate allocation of the Owner and Developer to avoid future disputes.

- (b) The common area of the new building shall be controlled by the Owner and the Developer and/or their transferees or association of flat owner/unit holders or a Co-operative society formed by the occupants of the new building for management of the building and for welfare of its occupants.
- (c) That the agreement/agreements entered into by the Developer with prospective purchasers shall in no way and in no event bind the Owner in any manner whatsoever but it will further be obligatory upon the Developer in every such agreement to include the following clauses :-
- (i) The prospective purchasers shall be bound by the condition that during their ownership or possession over their respective unit as also their successors-in-interest shall be bound proportionate share all the common amenities in the new building such as house tax, water tax, electricity charges for staircase, compound, other common portion in addition to be liable for such charges in respect of their own unites allotted to them or owned by them or possessed by them ;and
- (ii) The flats/apartment/dwelling units shall be used exclusively for residential purpose without causing any nuisance or annoyance or inconvenience to owner/occupiers of other units/flats apartments.

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RATES & TAXES:

From the day of execution of this agreement and till the completion of the project the Developer shall be liable to pay revenue tax and municipal tax, if any, on the existing plot of land, thereafter completion of the building/project the Owner, Developer, Purchasers of dwelling units/flats in the new building jointly or through their association or co-operative society formed for management of the building shall pay the same. The occupants/co-owner shall contribute to such outgoings in proportion to the area they hold. All taxes (except revenue tax)

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imposed by the Govt. in relation to the property/land related with the landowner share i.e. described in Schedule "A" shall be borne and paid by the landowner.

SERVICES & CHARGES :

- (a) On completion of the new buildings and upon intimation by the Developer, the Owner will take possession of their allocated area in the new building and on taking possession, they will be responsible to pay and bear the proportionate operation and maintenance/service charges for the common facilities in the new building after one year from the date of delivery of physical possession of the building.
- (b) Additional operation and maintenance/service charged may also be charged for such other services as may be provided over and above those mentioned.
- (c) Developer shall bear the entire maintenance charges for the entire multistoried new building for one year.

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TITLE DEEDS :

Copy of the title deeds and other relevant document in respect of the property shall be given by the owner to the Developer as and when required until the new building is complete and the possession thereof is made over as provided to the owner of the portion known as Owner's allocation then it shall be handed over to the association of the flat/apartment owner/unit owner or the Co-operative Society formed for the management of the new buildings.

MISCELLANEOUSE:

- (a) The Owner and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed or construed as a partnership between them nor this agreement shall be treated as joint venture or adventure between them and the parties hereto do not constitute an association.

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- (b) After delivery i.e. handing over the possession of the owner's allocation to the owner, all expenses in respect of the said Owner's portion shall be borne and paid by the Owner and the Developer or their nominees proportionately in proportion of their respective shares in the super built-up area (the word proportionately with all its cognate variation whenever used in these presents shall mean the proportion in which the parties hereto and/or their nominees acquiring portions of the building are entitled to the covered areas in the building.)
- (c) The Developer shall form as it deems best, a Co-operative Housing Society/Association of Persons/Body Corporate of all the persons owning the dwelling units in the said buildings. The Owner and their nominees shall become members of such an organization formed by Developer and the Owner, their nominees, transferees and assign shall be bound to abide by the Rules and Regulation as may be framed by the organization from time to time and they shall be bound contribute towards the cost of formation of such organization as we pay the regular maintenances charges as be fixed for maintenance management of the entire building complex.
- (d) The common areas shall jointly be owned by all the owner of all the portions of the said buildings with equal entitlement to use all common areas and facilities intended for utilization by the unit holders or owner of various portion of the new building on the same terms and conditions applicable to all for such utilization. No owner of any part of the said land and building will have any exclusive right, title and interest over the common areas and common facilities except the right of common use.
- (e) The owner hereby agrees that if any prospective Purchaser's desires to take loan, advance from any financial institution or bank for purchase of the flat in the said building the Owner shall have no objection in case of defaulter neither the Owner nor the Schedule "A" land shall be affected /responsible.
- (f) Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the "Said Property" or any part thereof to the

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Developer by the Owner PROVIDED HOWEVER that the Developer shall be entitled to borrow money from any bank or banks or financial Institution without creating any financial liability on the Owner or estate and interest in the "Said Property" and it is being expressly agreed and understood that in no event either the Owner or his/her estate shall be responsible and/or made liable for payment of any dues to such bank or banks or financiers or financial institutes and for that purpose the Developer shall keep the Owner indemnified against all the actions, suits, proceedings and costs, charges and expenses in respect thereof and any representation by the Developer as Owner of the "Said Property" to any outsider shall render this agreement as null and void.

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- (g) That the Developer shall be responsible for any problem or obstruction in the construction of the said building.

ARBITRATION :

It is hereby agreed by the parties that all disputes and differences arising out of and in relation to these presents or touching the development, demolition and/or removal of old structures, construction of new building and relation there to shall be referred to Arbitration under the Arbitration and Conciliation Act, 1996 and the Owner shall be entitled to keep a lawyer from his side so that arbitration is done on mutual basis and the decision of the Arbitrators appointed for the said purpose shall be final and binding of the both parties.

Govt Value of the land : 7806565.00/-

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SCHEDULE - "A"

All that piece and parcel of a land measuring an area 06 Kathas equivalent to 9.91 Decimal (more or less) in R.S. Plot No.452, Sub Plot No.452/B, under Khata No.160 of village Hinoo, Thana No.225, P.S. Doranda, District Ranchi, (Jharkhand) Ward No.45 of the Ranchi Municipal Corporation, Ranchi which is butted and bounded as follows :-

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NORTH : Sub Plot No.452/E.
SOUTH : Nala.
EAST : Part of R.S. Plot No.452.
WEST : 20 feet wide proposed Road.

SCHEDULE - "B"

(OWNER'S ALLOCATION)

50% Super built-up area out of the total Super-built-up area in the shape of finished Flat fitted with all fixture and fittings as per specification mentioned in Scheduled "D" 50% Car parking space in the ground floor out of the total car parking space, 50% open roof Terrace on the top of the roof on the choice of the Owner, 50% undivided share out of the scheduled 'A' land with right to use and enjoy common facilities and amenities jointly with other occupants of the proposed new multistoried building.

OWNER'S SHARE:- Flat No 1C On First Floor, Flat No 2A,2B And 2C On Second Floor

SCHEDULE - "C"

(DEVELOPER'S AREA)

After due Allocation of 50% of the Owner's area on the choice of the Owner as mentioned in Schedule "B" hereinabove the remaining 50% Super-built-up area, in the Shape of finished Flat remaining, 50% Car Parking space in the ground floor 50% open roof Terrace on the Top of the roof, 50% undivided share out of the Schedule "A" land with right to use and enjoy common facilities and amenities jointly with the other occupants of the proposed multistoried building.

DEVELOPER'S SHARE:- FLAT NO 1A And 1B on first floor, Flat No 3A,3B And 3C On Third Floor

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A. C. S.

Shri Rajeev Sahu, 11/11/17

SCHEDULE - "D"
FEATURES AND SPECIFICATIONS

The specifications of the said property (Flats) shall be as follows:

Sl.No.	Items of Specification	Detailed Specification
1.	Flats/dwelling units	a. Number of flats per floor will be three b. Area of each flat will be approximately 1190 sq. feet or as per map plan.
2.	Reinforcement	Branded Tata Steel, SAIL, Jindal TMT bars in structure in the interest of maintaining high standards.
3.	Foundation	R.C.C. Column and pedestal with anti termite treatment both in foundation and plinth.
4.	Structure	R.C.C. Column/Beams/Slabs mixture ratio 1:2:4 with best quality cement (A.C.C.)
5.	Walls	Concrete Block/Red Brick masonry ; a. 10" thick external and b. 5" thick internal partition
6.	Wall Finish	a. All internal walls (within building) shall be finished with Plaster of Paris over the coat of white primer. b. All external walls shall be finished with painted with cement plaster and painted with weather coat paint.
7.	Flooring	Flooring shall be finished with vetrified Tiles

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		of 2' x 2' in entire area Kajaria/oasis/orient make and shall be fixed at end of construction works.
8.	Doors	a. All doors shall have Sal Wood frame (Chaukhat) b. Entrance door 32 mm thick flush waterproof painted with synthetic enamel over a coat of primer. c. Other doors 30 mm thick flush waterproof painted with synthetic enamel over a coat of primer. d. The door shall have standard fittings and fixtures.
9.	Windows	Shall have two track anodized Aluminium frame fitted with 4 mm thick black glass and grills.
10.	Water Arrangement	Connection with deep boring 4.75" with overhead water tank connected by electric pump.
11.	Kitchen	a. Shall have Anti-Skid Tiles. b. Working platform height shall be standard to fit modular kitchen sets. c. Working platform shall be covered with Black Granite Slab, Dado 24" high glazed tiles, stainless steel sink.
12.	Bathrooms/Toilets	a. Concealed CPVC water pipe lines

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		<p>(SUPREME MAKE) for hot and cold water connection.</p> <p>b. White glazed vitreous sanitary ware of HINDWARE MAKE, WHITE Parryware one camod and one Indian Pan with flush tank and stop cock and spray pipe.</p> <p>c. Cromium plated C.P. fittings of Hindware/Jaguar.</p> <p>d. Wash Basin white, Hindware/ Parryware.</p> <p>e. Flooring shall be Anti-skid ceramic tiles.</p> <p>f. Wall shall have glazed ceramic tiles upto 7' height.</p>
13.	Electrical	<p>Amenities</p> <p>a. One common lift of Kone/OTIS Make.</p> <p>b. Backup Generator (Kirlosker Make) 30 KVA for Lift, common lights, water pump, each flat power backup (1 KVA).</p> <p>c. Lightening arrestor and allied wiring.</p> <p>d. Electrical water pump motor.</p> <p>e. External electrical panel with MCB, energy meter for commercial and backup power consumptions.</p> <p>f. Each of the 15A socket shall have independent 20A MCB.</p> <p>g. Each rooms shall have one 10A MCB for 5A sockets, fan lightings etc.</p> <p>h. Wirings and outlets to support cable</p>

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		<p>and EPABX.</p> <p>i. Outlets (15A sockets, 5A sockets, power ON/OFF switches, fan regulator, socket for cable TV, socket for EPABX) for supporting lighting, fans, geyser, AC, Microwaves (Kitchen) 15A sockets Mixture Grinder socket point (Kitchen).</p> <p>j. Common area fixtures like L.E.D shall be fitted.</p> <p>k. Flats: fixture like Tubelights, Fans not provided.</p> <p>Wiring:</p> <p>l. Concealed conduit copper wiring with PVC conduit pipes/fitings.</p> <p>m. Standard fittings and fixtures of Anchor's/Havells make.</p> <p>n. 6 sq.mm. copper wire shall be used for 15A load.</p> <p>o. 2.5 sq mm copper wire shall be used for other than 15A load.</p> <p>Separate earthing for :</p> <p>p. Lift.</p> <p>q. Lightning arrestor.</p> <p>r. Generator set.</p> <p>s. Support for call bell.</p> <p>t. Provision for garden/street lights.</p> <p>u. Provision for parking area common lightings.</p>
14.	Amenities	<p>a. Rain Water Harvesting.</p> <p>b. Deep Boring.</p>

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1. C.L.

		<ul style="list-style-type: none">c. Municipality Water Connection.d. Overhead Water Tank.e. Septic Tank.f. Letter Boxes.g. Drainage Systems. (covered)h. Boundary walls and sufficient wide front entry gate.
15.	Parking	Each flats/dwellings shall have a car parking area (open) and provision for flat no marking
16.	Garden	Garden space and development. for plants
17.	Maintenance Period	<ul style="list-style-type: none">a. Maintenance of building for first one year will be done by developer.b. During first year of maintenance, flat owners will be charge with minimum amount for this period. That should include fee of security guard, common lights.c. Payment for commercial and backup electricity and for water charges will be each flats responsibility.d. The Co-operative Society shall be formed by flat owners and maintenance shall be carried out by them after initial one year is over.


Shriwari Sah. s. s.

Rajesh Shrivastava

Raj Sute

IN WITNESS WHEREOF the above named LANDOWNER/DEVELOPER have put their respective signature to this presence at Ranchi on the date, month year first above written.

WITNESSES

1. Anand Das
S/o Punit Lal Srivastava
Sector Colony Times
Dorenda, Ranchi-2

2. Om Prakash Gupta
S/o G. S. Gupta
R/o 2303 ATS-II,
SECTOR-50, NOIDA
State: U.P. 201307

Signature of Land Owner

Shivjee Sahu
613117






Photograph, thumb impression and signature of the Developer No.-1




Rajesh Shrivastava
613117








				
Little	Ring	Middle	Index	Thumb.

Photograph, thumb impression and signature of the Developer No.-2

Praveen Kumar
(Advocate)
Civil Court, Ranchi



Praveen Kumar
6/3/17

				
Little	Ring	Middle	Index	Thumb.

Certified that this signature and finger print of all the fingers of the left hand of the each persons whose photographs are annexed/pasted with this agreement have been taken before me.

Typed by: Ranjeet Kumar

Shivjee Sahu

Drafted by:

Praveen Kumar
6/3/17
6-1140-1252/99



