

37 17 2015

भारखण्ड JHARKHAND

DEVELOPMENT AGREEMENT

This Development Agreement is made at Dhanbad on this the 28th day of May, 2015 between :- (1). Randhir Singh S/o. B N Singh, resident of "Parmar House, Baramuri, P.O - B Polytenic, P.S. - Dhanbad, Dist. - Dhanbad, State - Jharkhand. (2). Anubhav Kanodia, S/o. Late Om Prakash Kanodia resident of "Shastri Nagar, PS Bank more, Dhanbad, Jharkhand. (3) Ashoj Kumar S/O Rambharosh Yadav Resident of Bapu Nagar, PS- Sareaidhela, Dhanbad Jharkhand. (4) Mithlesh Kumar S/O Kaleshwar Yadav Resident Of Babudih, Post B Polytenic, Dist Dhanbad, Jharkhand called and referred to as Owners which expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, executors, administrators representative and assigns of the Part of the **FIRST PARTY** of the **ONE PART**, hereinafter called and referred to as **OWNER** which expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs, executors, administrators, representative and assigns of the Part of The **SECOND PARTY** of **ONE PART**.

Rs. 100

ONE HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

132038

SWASTI CONSTRUCTION

Mishra & Sonu

PARTNER

Mangal Kumar

DEVELOPMENT AGREEMENT

This Development Agreement is made at Dhanbad on this the 28th day of May, 2015 between :- (1). **Randhir Singh** S/o. B N Singh, resident of "Parmar House, Baramuri, P.O. - B Polytenic, P.S. - Dhanbad, Dist. - Dhanbad, State - Jharkhand, (2). **Anubhav Kanodia**, S/o. Late Om Prakash Kanodia resident of "Shastri Nagar, PS Bank more, Dhanbad, Jharkhand. (3) **Manoj Kumar** S/O Rambharosh Yadav Resident of Babu Nagar, PS- Sareaidhela, Dhanbad Jharkhand. (4) **Mithlesh Kumar** S/O Kaleshwar Yadav Resident Of Babudih, Post B Polytenic, Dist Dhanbad, Jharkhand called and referred to as Owners which expression shall unless excluded by or repugnant to the subject or context be deemed, to include their heirs, executors, administrators, representative and assigns of the Part of the **FIRST PARTY** of the **ONE PART**.. hereinafter called and referred to as **OWNER** which expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs, executors, administrators, representative and assigns of the Part of The **SECOND PARTY** of **ONE PART**.

SWASTIK CONSTRUCTION
Mithlesh Kumar

PARTNER

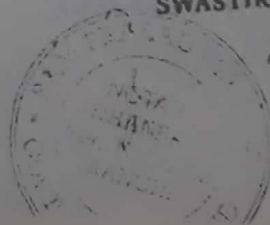
SWASTIK CONSTRUCTION

Manoj Yadav

PARTNER

SWASTIK CONSTRUCTION

A. K. Kanodia
PARTNER



LHA.

AND

SWASTIK CONSTRUCTION a Partnership Deed Company incorporated under the companies act, 1956 having its regd. office at Bhuli Road Near Bawarchi Restaurant, Nawadih Dhanbad, Jharkhand, represented through its Partners (1). **Randhir Singh** S/o. B N Singh, resident of "Parmar House, Baramuri, P.O. - B Polytenic, P.S. - Dhanbad, Dist. - Dhanbad, State - Jharkhand. (2). **Anubhav Kanodia**, S/o. Late Om Prakash Kanodia resident of "Shastri Nagar, PS Bank more, Dhanbad, Jharkhand. (3) **Manoj Kumar** S/O Rambharosh Yadav Resident of Babudih, PS- Sareaidhela, Dhanbad, Jharkhand. (4) **Mithlesh Kumar** S/O Kaleshwar Yadav Resident Of Babudih, Post B Polytenic, Dist Dhanbad, Jharkhand. hereinafter called and referred to as **DEVELOPER**, which expression shall mean and include its successors, legal heirs and permitted assigns of the **OTHER PART**.

Mithlesh Kumar
PARTNER

WHEREAS the OWNERS of first party of one part are absolutely seized and possessed and sufficiently entitled to the land, within Nawadih, Mouza no- 02 settlement plot no 556,557 & 567 appertaining to, khata no. 34, area 11290 sq.ft. (approx) or 26.4 Decimal more fully described in the schedule 'A' hereunder written. **xx**

SWASTIK CONSTRUCTION
PARTNER
Manoj Yadav

WHEREAS the OWNER of second party of one part is absolutely seized and possessed and sufficiently entitled to the land, within Nawadih Mouza, Mouza no- 02 settlement plot no 556,557 & 567 appertaining to, khata no. 34, area 11290 sq.ft. (approx) or 26.4 Decimal. more fully described in the Schedule "B" hereunder written.

AND WHEREAS in the manner aforesaid the OWNERS became absolute owners and continued in the absolute possession of the said property being the and agreed to confirm this agreement.

SWASTIK CONSTRUCTION

PARTNER



SWASTIK CONSTRUCTION

PARTNER

A. K. Kanodia

AND WHEREAS the DEVELOPER herein have approached the OWNERS with an intention to develop the said property and pursuant to the negotiations by and between the parties hereto and subject to the necessary approval being granted by the Competent Authority under the provisions of MADA which approval/sanction is agreed to the persuaded by the DEVELOPER at their own costs and expenses and also subject to the plan of the proposed development being sanctioned by the competent authority, which responsibility is agreed to be shouldered by the DEVELOPER herein as a result of which hereof the OWNERS are desirous of appointing the DEVELOPER as DEVELOPER of the said property more particularly described in the Schedule "A" & "B" hereunder written for the consideration and upon the terms and conditions hereinafter appearing :-

NOW WITNESSETH AND IT IS HEREBY AGREED BY AND THE PARTIES HERETO AS FOLLOWS :-

1. Unless the context or meaning otherwise requires, the following expression shall have the meaning assigned to them hereunder respectively :-

"AGREEMENT" means this agreement and shall include all schedules and annexure hereto.

- a) APPLICATION means the application made by the client/allotted to the development of purchase of flat upon execution of this agreement by the DEVELOPER and the land OWNERS, the application shall be deemed to form an integral part of their agreement provided that in case of any conflict between the contents of the Application and the provisions of this Agreement, the provision of this Agreement shall prevail.
- b) ASSOCIATION OF FLAT OWNERS means the Association of all the apartment/flat owners of the building acting as a group and termed as such in accordance with his present.

SWASTIK CONSTRUCTION
Mihilesh Kumar
PARTNER

SWASTIK CONSTRUCTION
Ranjit
PARTNER



A. K. Kanodiy

SWASTIK CONSTRUCT.
Mihlesh Kumar

PARTNER

SWASTIK CONSTRUCTION

PARTNER

Manoj Yadav



- c) OWNERS shall mean respective heirs, executors, administrators legal representatives and/or assigns.
- d) DEVELOPER shall mean **SWASTIK CONSTRUCTION** a Partnership Deed Company incorporated under the companies act, 1956 having its regd. office at 25, MahendraSarkar Street, Kolkata-700012 (West Bengal) and Head office Bhuli Road Near Bawarchi Restaurant, Nawadih Dhanbad, Jharkhand, represented through its Partners (1). **Randhir Singh** S/o. B N Singh, resident of "Parmar House, Baramuri, P.O. - B Polytenic, P.S. - Dhanbad, Dist. - Dhanbad, State - Jharkhand. (2). **Anubhav Kanodia**, S/o. Late Om Prakash Kanodia resident of "Shastri Nagar, PS Bank more, Dhanbad, Jharkhand. (3) **Manoj Kumar** S/O Rambharosh Yadav Resident of Bapu Nagar, PS- Sareaidhela, Dhanbad Jharkhand. (4) **Mithlesh Kumar** S/O Kaleshwar Yadav Resident Of Babudih, Post B Polytenic, Dist Dhanbad, Jharkhand & others and its heirs, executors, administrators, legal representatives and/or assigns.
- e) LAND shall mean the space on which proposed Multi Storied building to be constructed including vacant space to be left around each building and enclosed by existing boundary wall which is detailed in Schedule A & B below.
- f) BUILDING shall mean the proposed Multi Storied building to be constructed over the said land with sanctioned plan of MADA which will confirm to specifications which mentioned in **Schedule "D"** below.
- g) SALEABLE SPACE shall mean the space 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 thereof.
- h) ARCHITECT shall mean such Architect or Architects may appointed from time to time for the project at the said building.

CONTRACTOR
A. K. Kanodiy

R/S

SWASTIK CONSTRUCTION

Mihirlesh Kumar

PARTNER

SWASTIK CONSTRUCTION

A. K. Khandaj

PARTNER

Mangyala

- i) 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 (MADA) and/or other authorities.
- j) Since the area of both the owners are same and construction will be on Joint land hence The share of the first party of one part and second party of one part shall be in all respect in the said constructed building.
- k) OWNERS ALLOCATION shall mean the 25% - 25% Each Owners of the constructed area out of his share in the proposed building which is to be allotted to the first party of one part the land owners of **schedule "A"** in accordance with the terms and conditions of these presents including the proportionate share in the common facilities and amenities. And% of the constructed area out of his share in the proposed building which is to be allotted to the Second party of one part the land owners of **schedule "B"** in accordance with the terms and conditions of these presents including the proportionate share in the common facilities and amenities as described in the **schedule "C"** here under.
- l) DEVELOPER'S ALLOCATION shall mean the 25% - 25% Each of the constructed area out of the share of first party of one part and of the constructed area out of the share of second party of one part of the said property after the allocation to the land OWNERS out of the total sanctioned area by the MADA.
- m) COMMON AREAS AND FACILITIES in relation to the building means :-
 - i. The land on which such building is located and all easements, right and appurtenances belonging to the land and the building, terrace.
 - ii. The foundation, columns girders, beams supports, main wall, roots, hails, corridors, lobbies, stair-ways, fire escapes and entrances and exit of the building.

Rm



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A. K. Kanodey
PARTNER

SWASTIK CONSTRUCTION

Mihirlesh Khusari
PARTNER

Mang yalar

- iii. The basement, cellars, yards, gardens, opens areas, shopping Centre, storage space, and temple.
- iv. The elevates, tanks, pumps, motors, fans, compressor, ducts and in general all electrical installation
- v. Such other community and commercial facilities as may be prescribed.

n) RESERVED OR LIMITED COMMON AREAS AND FACILITIES means those Common areas and facilities which are designated in writing by the DEVELOPER before the allotment, sale or transfer of any other Apartment Flats, and kept as reserved for use of certain Apartment (Flats) or remain allotted to any Apartment (Flats) and to the exclusion of other Apartment (Flats).

1. It is agreed between owners and developer that the respective share of first party of one part the owners shall be 25% - 25% Each and the respective share of second party of one part the owner shall be% out of their share and developer share shall be of% of the constructed area against the share of first party of one part and% of the constructed area against the share of second party of one part The period of completion of the project shall be three (3) years from the date of Sanction of the plan From MAD A, it is also agreed that the Developer will try their best to get the plan sanction within six Months from date of this agreement.
2. The OWNERS do hereby nominate, constitute and appoint the DEVELOPER to fit develop the said property at their own cost more particularly described in the First Schedule hereunder written by constructing building/s thereon as per the plans/ specifications to be approved and/or sanctioned by the MADA.
3. It is further agreed that on getting the plan of the building approved by MADA, the parties will enter into another agreement demarking the allotment of flats.



SWASTIK CONSTRUCTION

A. K. Kanodiy
PARTNER

SWASTIK CONSTRUCTION

Mihalesh Kumbhar
PARTNER

PARTNER

Manoj yekar
PARTNER

4. In consideration of the OWNERS having appointed the DEVELOPER as the DEVELOPER of the said property and the OWNERS agreeing to allow the DEVELOPER to appropriate to themselves the entire profits arising from the development scheme as in hereinafter provided, from the execution of these presents, the OWNERS shall deliver or cause to be delivered all the title deeds, property card, certified copy of the plans of City Survey, etc. in relation to the property hereby agreed to be developed to Developer's Solicitors for the purpose of Investigation of Vendor's title to the said property.
5. Upon the payment of the said sum above, the OWNERS shall hand over the vacant and peaceful possession of the said property to the DEVELOPER and DEVELOPER shall thereafter be authorized to commence construction of buildings on the said land in accordance with the plans approved and/or sanctioned by the MADA as well as under any other law applicable and take such steps as may be necessary or expedient and incidental to carry out the development of the said land at their own costs, expenses. For the said purpose, the DEVELOPER shall be entitled to appoint Architects, Engineers, Surveyors, Contractors, Agents and other personnel and shall be entitled to take all such steps as may necessary or incidental for such development and construction work at their own costs and expenses
6. That after execution of this Development agreement and getting sanctioned of the plan by The MADA the OWNERS herein shall execute an Irrevocable Power of Attorney in favor of the DEVELOPER or their nominee(s) as may be desired by the DEVELOPER for the purpose of signing and/or executing all the applications, proceedings, plans, etc., to obtain necessary approval from the various authorities in connection with the development to be submitted by the DEVELOPER on behalf of the OWNERS to the Competent Authority, Urban Land Ceiling MADA

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PARTNER



Authority or any other Government or Semi-Government Authority in connection with the development so as to facilitate the development of the property hereby agreed to be developed by the DEVELOPER on behalf of the OWNERS And the sale /mortgage 100% of the constructed area out the share of the first party of one part and % of the constructed area out the share of the second party of one part the said constructed apartment over the land as mentioned in schedule "A" & "B". The OWNERS hereby agree that, the said Power of Attorney shall not be, under any circumstances, revoked by the OWNERS as long as these presents subsist and remain binding upon the parties hereto.

7. The OWNERS shall render all assistance, co-operation and sign and execute or cause to be signed and executed all applications, plans, authorities and other writings as may be necessary or required to enable the DEVELOPER for development of the said plot and to obtain approval of the MADA and Planning Authority to the Plans, designs and drawings for constructing Multi Storied building and structures and shall on the execution there of execute irrevocable Power of Attorney in favor of the DEVELOPER or their Nominee/s to enable them to develop the said property and the DEVELOPER shall indemnify and keep indemnified and harmless the OWNERS and their estate and effects from and losses or damages or any consequences which may flow by virtue of their signing the said Power of Attorney.

8. The DEVELOPER shall not commence any work of development on the said property, unless the commencement certificate is Issued by the MADA/ Municipal Corporation In favor of the OWNERS.

9. The OWNERS shall make out a clear and marketable title to the said property here detorments and premises agreed to be developed and ultimately to be conveyed free from reasonable doubts and all encumbrances and shall at theft costs and expenses get in all outstanding

SWASTIK CONSTRUCTION
A. K. Kamodey
PARTNER

SWASTIK CONSTRUCTION
Mihirlesh Kussan
PARTNER

Mangal Yadav
PARTNER

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estates and clear all defects in the title and all encumbrances and claims on or to the said property including all claims by way of sale, exchange, mortgage, gifts, trust, here detorments, possession except the possession of agricultural tenants, easement, lease lien or otherwise. Provided, however, if the project is hampered due to any defects in title or possession of the land or any illegality with respect to the land, the OWNERS shall indemnify the DEVELOPER for all the loss sustained by the OWNERS.

10. It is agreed and understood that the OWNERS shall not in any way obstruct the development work to be carried out by the DEVELOPER and shall or thing whereby the DEVELOPER will be prevented from carrying out, the Development work envisaged under this Agreement.

11. The DEVELOPER shall be entitled to enter into usual Agreement for sale of flats to the extent of 100% constructed area against the share of first party of one part and 100% constructed area against the share of second party of one part of proposed apartment with various Intending buyers, on what is known as ownership basis, on such terms and conditions and at such price as the DEVELOPER may think fir and proper.

12. All amounts payable by the allotters of the dwelling units and the buildings to be constructed on the said piece of land or from the allotters of completed building in case of package deals under any arrangements made by the DEVELOPER with such allotters shall be received 100% constructed area against the share of first party of one part and 100% constructed area, against the share of second party of one part appropriated by the DEVELOPER to the extent of the share.

13. On completion of the said building the DEVELOPER shall issue a compliance report as per Jharkhand Apartment (Flat) Ownership Act, 2011 and give notice in writing to the OWNERS when the OWNERS would be at liberty to take possession on and from the date specified of the owners allocation i.e. 100%, out of the share of first party of one part and 100 %,

SWASTIK CONSTRUCTION
A. K. Karmadaj
PARTNER

SWASTIK CONSTRUCTION
Mihilesh Kwaray
PARTNER

SWASTIK CONSTRUCTION
Manoj Yadav
PARTNER

SWASTIK CONSTRUCTION
PARTNER



out of the share of second party of one part in the said building, on receipt of the notice on and from the date mentioned in the notice for taking possession, the OWNERS shall responsible to pay all taxes, services charges and other outgoings in respect of the common facilities in the said building proportionate to the proprietor/owner allocation. The Developer has no authority to sale or negotiate for sale of the portion fallen in the share of the OWNERS.

14. It Is agreed that the DEVELOPER shall carry out all the work of development in their name/s or In the name of their nominees, shall not do or cause to be done any act, deed, matter or thing In the name of the OWNERS. It is expressly understood that all the agreements, arrangements or writings which the DEVELOPER may enter into shall be in their own name and not In the name of the OWNERS. It is also expressly understood that the DEVELOPER will be entitled to the benefit of rights of development under any order or permission which may be Issued by the Government of Jharkhand.

15. The OWNERS hereby declares that:

- a) The said property is equivalent to freehold and is not held under any agreement;
- b) There are no outstanding encumbrances, mortgages, and liens (notice for acquisitions, requisitions or set back) easements, rights of tenants or outstanding interest or claim by any parties other than the Owner nor is the said property subject-matter of any pending suit or attachment either before or after judgment. No notification is issued under any Ordinance, Act, statute/rules or regulations affecting the said property;
- c) The OWNERS further declares that neither the OWNERS nor their predecessors-in-title nor any body claiming from/or under them or any of them have or have granted any right of way or easement or other rights to any person over the said property;

SWASTIK CONSTRUCTION
A. K. Kamaljit
PARTNER

SWASTIK CONSTRUCTION
Mihirish KUMAR
PARTNER

SWASTIK CONSTRUCTION
PARTNER

Rang yalar

SWASTIK CONSTRUCTION
PARTNER



SWASTIK CONSTRUCTION

A. K. Kanoodej
PARTNER

SWASTIK CONSTRUCT.

Mihilesh Kumar
PARTNER

SWASTIK CONSTRUCTION

Mangiyalar
PARTNER

16. The OWNERS will ensure that at the time when the DEVELOPER are allowed to enter upon the said piece of land described in the Schedule hereunder written, the said piece of land is absolutely vacant and nobody is in occupation of the same.
17. The OWNERS declares that the land, here detements and premises hereby agreed to be developed and conveyed are not subject to the easement or rights in the nature of easement.
18. The OWNERS hereby declares that no notice from Government or any other body or authority or under the MADA or Land Acquisition Act or Town Planning Act, The Defense of India Act or under any other legislative enactments, Government Ordinances, Order or Notification (including any notice for acquisition or requisition of plots or any part thereof) has been received by or served upon them or any other person/s interested therein nor the said plot or any part thereof included in any intended or publishes scheme of improvement of the Municipal, Government body or Public Body or authority.
19. The OWNERS hereby agrees to pay and discharge all taxes and outgoings in respect of the said land prior to the date on which the DEVELOPER are put in possession of the said land.
20. The OWNERS shall pay l outgoings including the ground rent ,municipal and Collector's bills and charges in respect of the said property hereby agreed to be developed and conveyed previous to the date of handing over of the possession to the DEVELOPER.
21. On the execution of these presents, the OWNERS have authorized and allowed the DEVELOPER to put up the notice/signboards indicating the proposed development scheme of the developer the said property.
22. From the date of the possession, the Developer shall be entitled to commence the construction of the new multi storied building at their own costs and responsibility and also enter into the agreement for sale of units

SWASTIK CONSTRUCTION
PARTNER



/flats, etc., herein at their entire responsibility on what is known as ownership basis'.

23. That, the Owners will not be held liable and responsible for any payments to be made whatsoever to the laborers, material supplier and the staff employed by the Developer and the dispute/difference related thereto and accrued thereupon to the Government Agencies or any local bodies in respect to the proposed construction over the schedule land of this Agreement and that will be the sole responsibility of the Developer including all legal consequences related and owners shall not be responsible for the same.

24. That, the owners will not be held liable or responsible for any untoward incident or accident etc. That may occur during the construction work of the said Apartment and the Developer will be solely responsible for the same and indemnify the Owners in case of any such eventuality

25. That, the Developer shall abide by the specification and ensure good quality of the proposed construction of the entire building and both the owners and the Developer shall strictly abide by the terms and conditions as agreed upon in this Agreement and both the parties ensure that all the terms and conditions of this agreement are fulfilled.

26. That, the developer's liability for the payment of taxes with respect to the newly constructed building over the schedule land shall cease after handing over the flats to the respective owners and then onward it will be the responsibility of the respective owners to pay the government.

27. If the Development/ sale is not completed due to any willful default on the part of the Owners, the Developer shall be entitled to specific performance of this Agreement.

28. In case the DEVELOPER fails to hand over the agreed share i.e. 26% of the proposed constructed Area out of the share of first party of one part and 31% of the proposed constructed Area out of the share of second party

SWASTIK CONSTRUCTION

A. K. Kanodiya

PARTNER

SWASTIK CONSTRUCTION

Mihir K. Kulkarni

PARTNER

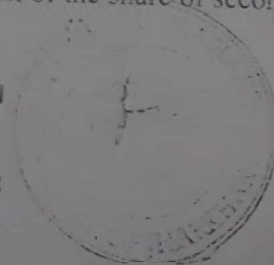
SWASTIK CONSTRUCTION

Ranjit Yadav

SWASTIK CONSTRUCTION

18/4/22

PARTNER



of one part within the stipulated period of 3 years from the date of approval of the drawing. The developer will liable to pay compensation @ Rs. 5,000/ (Rs. Five Thousand only) per month as negotiated or exempt by owners on reasonable cause.

29. A bye laws as per Jharkhand Apartment Act, 2011 shall be prepared by the parties herein for the management and administration of the said building, including the portion in common use and sharing the expenses of management administration and maintenance of amenities in the said building including the use thereof and such bye laws or any regulation framed under the said bye laws shall be binding on the occupiers of the said building, including in the owners allocation and in the developers allocation.

30. (a) After receipt of the owners allocation, completion of construction of the building for occupation and sale of flats & parking if any, the DEVELOPER shall make over the building formally to the OWNERS whereupon the OWNERS shall directly execute and deliver one or more deeds of conveyance in favor of proposed purchaser to the extent of their own share (land owners allocation) and the DEVELOPER may be join therein as confirming party, if so required all the expenses to be borne by the proposed purchasers.

(b) It is clarified herein that in regard to the share of the DEVELOPER allocations the DEVELOPER shall have power to directly execute and deliver one or more deed of conveyance in favor of the proposed purchasers to the extent of the DEVELOPER allocations through the power of attorney executed and granted by the OWNERS in favor of the DEVELOPER.

(c) The OWNERS & DEVELOPER hereby agree that the purchaser of the unit/units shall be entitled to create equitable or legal mortgage of his area of unit for obtaining loan from any financial Institution.

SWASTIK CONSTRUCT.

A. K. Kanadip

PARTNER

SWASTIK CONSTRUCT.

Mithilesh Kumar

PARTNER

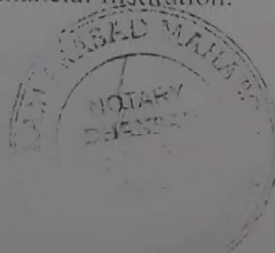
SWASTIK CONSTRUCTION

Ranjay Yadav

SWASTIK CONSTRUCTION

[Signature]

PARTNER



SWASTIK CONSTRUCTION

A. K. Kanojia
PARTNER

31. This agreement shall not be treated as a partnership between the OWNERS and the DEVELOPER.

32. It is hereby agreed by the parties that all disputes and differences arising out of, in relation to these presents or touching the development, demolition of the old structure, constructions specifications, allocations of new building and in relation thereto shall be referred to the sole arbitrator appointed by the parties hereto mutually or to the arbitral forum and only the Dhanbad Court shall have jurisdiction to entertain, try and determine or adjudicate all actions, suits, legal proceedings arising out of or in relation to this presents the award of arbitrator/arbitral forum or otherwise between the parties hereto.

THE SCHEDULE "A" ABOVE REFERRED TO

(THE LAND)

SWASTIK CONSTRUCTION

M. H. Kanojia
PARTNER

All the piece and parcel of Raiyati land situated within Nawadih Mouza, Mouza no. 02 Survey settlement plot nos. 557, 566 & 567 appertaining to khata no 34, area 11290 Sq.ft (approx) or 26.40 Dec. of land Deed by dildar kaji & Others at vide deed no 6742 dated 05.08.1941 which is butted and bounded as below.

| | | |
|-------|---|------------------------------|
| North | : | Part of plot no 567 and 557. |
| South | : | 25 Feet Road |
| East | : | Plot no 568. |
| West | : | 15 Feet Wide Road |

THE SCHEDULE "B" ABOVE REFERRED TO

(THE LAND)

SWASTIK CONSTRUCTION

M. H. Kanojia
PARTNER



M. H. Kanojia

All the piece and parcel of Ralyati land situated within Nawadih Mouza.
Mouza no. 02 Survey settlement plot nos. 557, 566 & 567 appertaining to khata
no. 34, area 11290 Sq.ft. (approx) or 26.40 Dec. of land purchased by
this sale deed no. 2684 dated 09/04/2015 which is butted and bounded as
below.

North : Part of plot no 567 and 557.
South : 25 Feet Road
East : Plot no 568.
West : 15 Feet Wide Road

THE SCHEDULE "C" ABOVE REFERRED TO

(THE COMMON PORTIONS)

1. Staircases on all the floors of the proposed building.
2. Staircase and the Lift Landings on all floors of the proposed building.
3. The common path, passages and areas in the Land comprised in the said premises and in the proposed building (excepting expressly such areas therein as are not needed or held or intended for use by any particular person) including the Beams, Foundation and support of the proposed building.
4. Driveway and lobby in the ground floor or basement of the proposed building (save except the car parking spaces demarcated by the developer therein and/or the open land at the said premises).
5. Boundary walls and the main gates of the said premises.
6. Drainage and the sewerage lines and connections.

SWASTIK CONSTRUCTION
A. K. Kartodij
PARTNER

SWASTIK CONSTRUCTION
Mithilosh Kumar
PARTNER

SWASTIK CONSTRUCTION
Manoj Yadav
PARTNER

SWASTIK CONSTRUCTION
PARTNER



SWASTIK CONSTRUCTION
A. K. Kanoody
PARTNER

7. All electrical connections, installations, wires, meters and fittings(excluding only those that are installed with the exclusive area of Flat, shop & office space in the proposed building and exclusively meant for its use).
8. Tube wells and their installations, if any.
9. Water pump and its installations, pump room water reservoir, water tanks and all common installations for carriage of water (save and except only those as are within any Flat and are for use by the occupier of such Flat or Flats) and are for use by the occupier of Flat or Flats (exclusively) in and and/or to and/or in respect of the proposed building.
10. Lift (if any) lifts well installations, lift room and the lift machine room in the proposed building.

THE SCHEDULE 'D' ABOVE REFERRED TO

BRIEF SPECIFICATION OF DEVELOPMENT WORK

SWASTIK CONSTRUCTION
Mihirish Krissar
PARTNER

1. STRUCTURE :-

Re-enforced cement concrete framed structure with R.C.C. columns beams and slabs. All exterior bricks work shall be of 9" thick with red bricks / fireclay bricks.

2. FLOORING:-

Entire floor shall be finished with MARBLE/vitrified tiles Skirting of height.

3. ELECTRICAL WIRING AND FITTING:-

All wiring will be concealed minimum twenty points will be provided with in flat including, bed room, kitchen, and bathrooms other points to be charged extra.

SWASTIK CONSTRUCTION
Manoj Yadav
PARTNER

SWASTIK CONSTRUCTION
PARTNER



SWASTIK CONSTRUCTION

A. K. Kanodil
PARTNER

SWASTIK CONSTRUCTION

Mihlesh K. K. K.
PARTNER

SWASTIK CONSTRUCTION

Mangj yalar
PARTNER

4. DOORS :-

(Only one door provision in each room)

- (i) Main Door 6.6"0.6" Wooden frame and Ply cover (palla).
- (ii) Inside 6'6"x36 wooden frame and Ply cover (Palla)
- (iii) Kitchen 61.6"x2.6" Fiber/Flush Door
- (iv) Bathroom 6'.6"x2'.6" Fiber/Flush Door
 - (a) 10 Ms Door Bolt (Stainless Steel) from out side
 - (b) Commercial Ply Door Cover 30 m.m. thick of hard press Quality

5. WINDOWS :-

Good Quality steel frames windows with glass/ Aluminum window.

6. KITCHEN :-

Floor Marble/vitrified tiles Cooking platform Black/ Green stone
up to Slower & upper Glazed files 2' above the platform Water Point
Two Sink One Sink made by Stainless Steel /stone.

7. TOILETS:— 2 Nos.

- (A) Floor : Marble/vitrified tiles.
- (B) Wall : Glazed tiles up to 6' feet
- (C) Water point : Two (0) Washbasin: One
- (B) Pan : One commode/Indian pan with flush
- (F) Water level : One
- (G) Shower poin : One

SWASTIK CONSTRUCTION
PARTNER



SWASTIK CONSTRUCT.

A. K. Kanodiy
PARTNER

SWASTIK CONSTRUCT.

Mihlesh K...
PARTNER

SWASTIK CONSTRUCT.

Manoj Yadav
PARTNER

8. INTERNAL AND OUTER WALLS :-

All internal walls to be finished with cast of snow white plaster of Paris and outer walls shall be made with 9' brick and partitioned (inner) walls shall be constructed by 4.5"

9. STAIR CASE:-

Stair case, room be provided with cover by either Cemented or Iron Grill for Light and Ventilation as per approved designed from the authority.

10. WATER SUPPLY:-

R.C.C overhead reservoir will be provided at top roof as per the sanctioned designed, Suitable Electric pump with motor win be installed at ground floor to deliver water to overhead reservoir from deep tube well or water storage built at basement to store water supply though connection from Dhanbad Municipality water connection.

11. INSIDE FINISH:-

4.5" wall with cemented plaster with Paris.

12. OUT SIDE FINISH:-

4.5" wall with cemented plaster with Paris.

13. STAIRCASE:- Grey mosaic flooring/ Kota stone/Marble

Parking:- Ample reserved on cost parking space for car/ two wheelers.

Generator:- Stand by generator for lightning in all common area and water supply.

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Manoj
PARTNER



Lift:- 5 persons capacity of reputed make.

14. OUTSIDE OF ENTIRE BUILDING

Out Side of the building and boundary wall to be completed by cement sq plaster.

15. WHITE WASHING OF BUILDING

The outer wall, the common area, service area, Basement etc. and stairs case to be colored with snowcap paints. Except the front side i.e. 16 feet Road wide Sub Road. The front side to be colored after completing the putty work.

SCHEDULE "E"

The first party of one part the executor shall be entitle to get 26% constructed area out of his share inclusive of common area and service area proportionately in the proposed building which is to be constructed by the developer. 26% area out of his share of the roof will be under control of owners, but as it is the common area, there should not any type of masonry construction, tower fixing and gardening work etc.

The developer shall be entitle to get 100% constructed area out of the share of first party of one part inclusive of common area and service area proportionately and 100% area out of the share of first party of first part of the roof shall under developers allocation., but as it is the common area, there should not any type of masonry construction, tower fixing and gardening work etc.

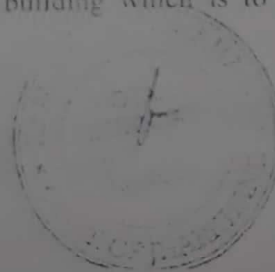
The second party of one part the executor shall be entitle to get 100% constructed area out of his share inclusive of common area and service area proportionately in the proposed building which is to be constructed by the

SWASTIK CONSTRUCTION
A. K. Kanojia
PARTNER

SWASTIK CONSTRUCTION
M. H. B. K. Kanojia
PARTNER

SWASTIK CONSTRUCTION
M. H. B. K. Kanojia
PARTNER

SWASTIK CONSTRUCTION
PARTNER



developer, 100% area out of his share of the roof will be under control of owner, but as it is the common area, there should not any type of masonry construction, tower fixing and gardening work etc.

The developer shall be entitle to get 100% constructed area out of the share of second party of one part inclusive of common area and service area proportionately and 100% area out of the share of first party of first part of the roof shall under developers allocation.. but as it is the common area, there should not any type of masonry construction, tower fixing and gardening work

WITNESSES:-

- 1) Brijay Kumar Gupta
- 2)

Signatures of Owners :-

- 1) [Signature]
- 2) Mangj Yadav
- 3) Mihbilosh Kumar
- 4)

Signatures of Developer :-

SWASTIK CONSTRUCTION

[Signature]

PARTNER

SWASTIK CONSTRUCTION

Mangj Yadav

PARTNER

Mihbilosh Kumar

PARTNER

SWASTIK CONSTRUCTION

A.K. Kanodiy

PARTNER



**NOTARY
DHARNAD**

Notary Public
Dharnad
No. 100/1000
Dharnad