

Development Agreement
1,47,21,600/-

P.S
Mago.

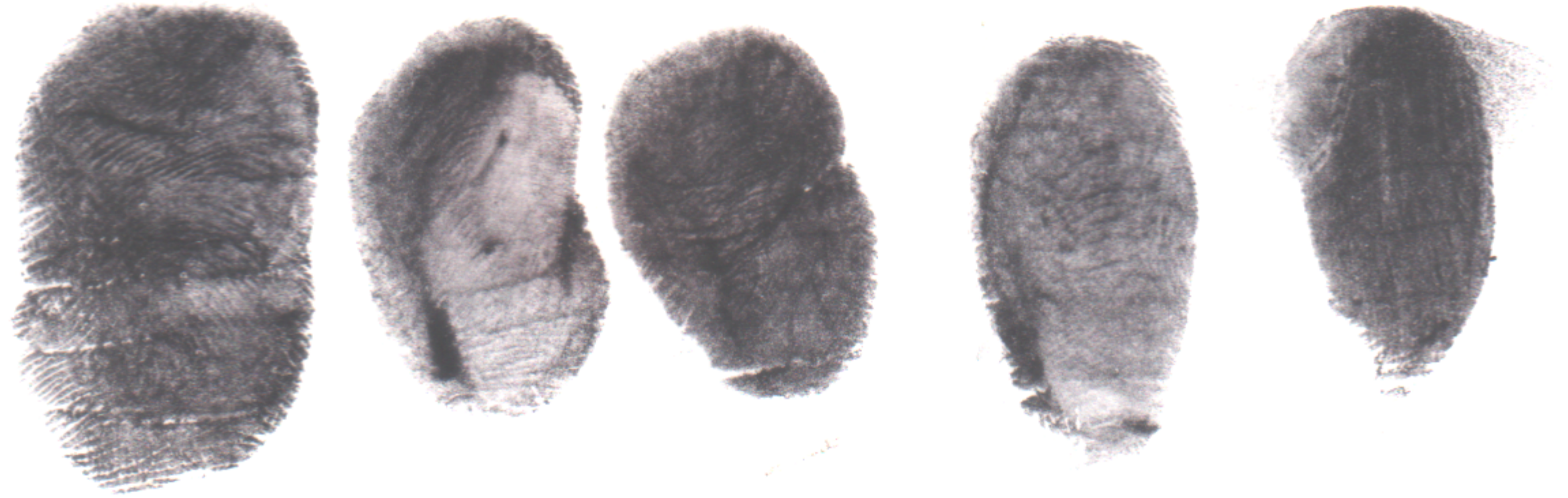
Stamp
100/-



ATTESTED

Lalit Bahal
Advocate

Pratap Singh
52974173



Ramesh Singh
52974173
52974173

विधि 21 के अधीन प्राचा: भारतीय स्थाप-संविनियम
(संशुधन स्थाप ऐक्ट), 1939 की अनुसूची
1 या 1क, से... 5... के अधीन
पंजीयत स्थाप-सहित (या स्थाप-शुल्क
में विमुक्त या स्थाप-शुल्क अपेक्षित नहीं)।

खाता नम्बर... 209,
फ्लोट नम्बर... 2096,
देय प्रतिबधित सूची में दर्ज नहीं है।

24/07/23

Pratap Singh
24/7/23

24/7/23

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DEVELOPMENT AGREEMENT

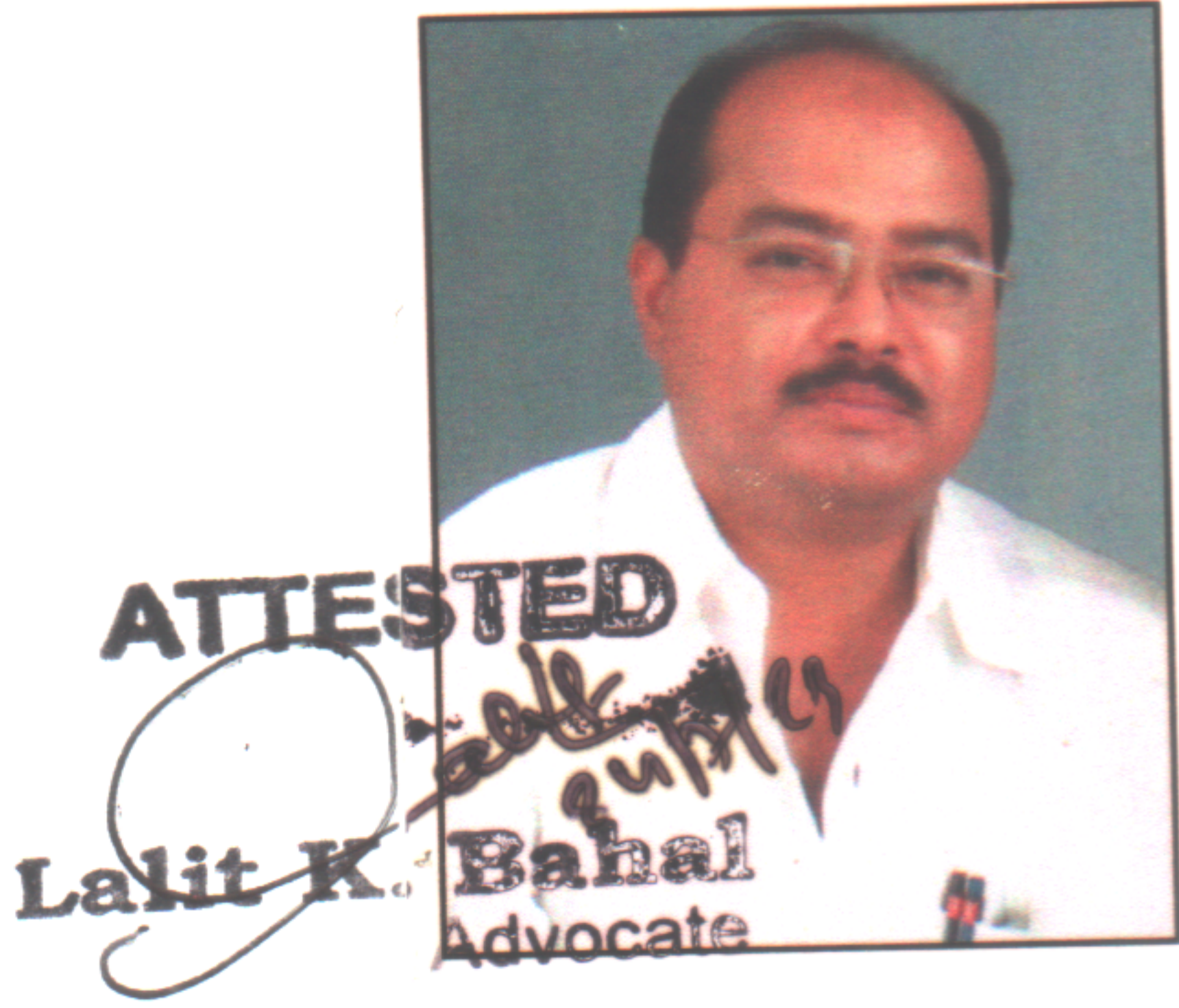
THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 24th DAY OF
JULY, 2023 AT JAMSHEDPUR,

BY AND BETWEEN:

PRITPAL SINGH (PAN : AEIPS6648N, UID No. XXXX XXXX 6516), son of
Late Harbans Singh alias Harbans Singh Paneser, grand-son of Late S.
Hukum Singh Panesar, by faith Sikh (General Caste), by nationality Indian,

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24/7/23



Pratap Saha

Sarandeep Singh

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with whatsoever house standing thereon, was purchased by the first party hereof against valuable consideration from its former owner Tara Singh, Son of Late Jota Singh, by virtue of registered Sale Deed No. 7697 dated 26.10.1983 registered at District Sub-Registry Office, Jamshedpur, and came in peaceful possession of the same;

AND WHEREAS while in possession the first party got the said purchased property mutated in his own name vide order passed in Mutation Case No. 115/2000-2001 by C.O., Jamshedpur (entered in **Vol. No. 4 Page No. 37** of Register-II) and he has been in peaceful possession of the said land, exercising all acts of ownership thereto, by paying ground rent to the Superior landlord the State of Jharkhand, through C.O., Mango, in his own name;

AND WHEREAS ALL THAT piece and parcel of raiyati land measuring 7 Kathas or 11 Decimals being in portion of New Plot No. 2096 a & b, recorded under New Khata No. 209 of Mouza Pardih, Ward No. 9 MNAC, P.S. Mango, Thana No. 1641, town and District East Singhbhum, State of Jharkhand, was acquired by the first party hereof by way of gift from his father Harbans Singh Paneser, Son of Late S. Hukum Singh Paneser, by virtue of registered Gift Deed No. 5205 dated 06.10.2001 registered at District Sub-Registry Office, Jamshedpur, and came in peaceful possession of the same;

AND WHEREAS while in possession the first party got the said property mutated in his own name vide order passed in Mutation Case No. 1907/2011-2012 by C.O., Jamshedpur (entered in **Vol. No. 56 Page No. 70** of Register-II) in his own name;

AND WHEREAS now the first party has been in peaceful possession of the entire lands mentioned above fully described in the Schedule "A" hereunder



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written and has been in peaceful possession and enjoyment of the same, without any interruption or impediment from any corner and has been exercising all acts of ownership by paying ground rent to the Superior landlord the State of Jharkhand, through C.O., Mango, in his own name;

AND WHEREAS the first party herein declares that he has not entered into any previous/earlier Development Agreement/ Agreement for Sale and/or any other documents with respect to the aforesaid property inter-alia containing land as aforesaid and the same is free from all encumbrances, charges, liens and attachments, and there is no notice in existence respecting acquisition or requisition thereof by any Government or Semi Government Authorities or statutory or any other authorities, in fact.

AND WHEREAS now the first party has decided to develop ALL THAT piece and parcel of lands measuring 11.26 Kathas described in the Schedule 'A' below out of the entire lands mentioned above, by demolishing the old and dilapidated house standing thereon and by constructing a multistoried building thereon to be consisted of several residential flats, parkings, commercial units/shops etc. and accordingly hereby appoints the Second party as his developer against the development of the said Schedule "A" below property, it has been agreed by and between the parties hereto that the Developer at its own costs prepare a Building Plan and get the same pass/approved through MNAC/Competent Authority, and the Developer the party of the Second Part herein will construct a multistoried building at its own cost in accordance with the building plan to be sanctioned by the Mango Notified Area Committee (MNAC), with all its variation;

AND WHEREAS in pursuant to the said proposal of the Developer the party of the Second Part, and the Owner, the party of the First Part herein have agreed to effect construction of a multistoried building upon the aforesaid plot of land and the Developer the Party of the Second Part hereto has agreed to develop the said land by constructing a multistoried building thereon as per terms and conditions hereinafter appearing.

Pritpal Singh
Paramdeep Singh
Raj Sudip Narayan Chowdhury

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NOW THIS AGREEMENT WITNESSETH and it is hereby and hereunder agreed by and between the parties as follows:

ARTICLE - I DEFINITIONS

Unless in this presents it is repugnant or inconsistent with:-

1. OWNER shall mean the said Pritpal Singh (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean includes his heirs, executors, administrators, legal representatives and assigns).
2. DEVELOPER shall mean the said **M/s. PEARL ASSOCIATES** a partnership firm, having its registered office at 'PEARL HOUSE' Holding No. 372/A, Line No. 12, Kashidih, P.S. Sakchi, in town Jamshedpur, District East Singhbhum, State of Jharkhand, Pin Code - 831001, represented by its partners namely (1) PARAMDEEP SINGH and (2) RAJ SUDIP NARAYAN CHOWDHURY (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean include its partners, successor or successors-in-office, legal representatives and assigns).
3. SAID LAND shall mean the land, morefully and particularly described in the SCHEDULE "A" hereunder written.
4. ARCHITECTS shall mean the Architect to be appointed by the Developer or such other Architect during the period of construction of the proposed building or process of progress thereof being appointed by the developer.
5. BUILDING/PREMISES shall mean the proposed multistoried building to be constructed upon the said land in accordance with the building plan required to be duly sanctioned by the Mango Notified Area Committee (MNAC) including all its variation, (morefully and particularly described in the SCHEDULE "D" hereunder written).

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Parvinder Singh

Arvind Seed

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6. UNDIVIDED SHARE shall mean undivided variable and impartable proportionate share in the land attributable and allocable to an unit/units within the building as aforesaid to be determined in relation to the area of the respective unit/units.
7. BUILDING PLAN shall mean the plan Inter-alia touching the construction of the building and contents thereof in the shape of commercial space/residential flats and other spaces including variations therein as permissible and modification/s thereof, if any, as well, requiring to be sanctioned by the Mango Notified Area Committee (MNAC) in the name of the Owner /Builder at the cost of the developer and other statutory variation including such modification/s or variations therein as may be required to be made or directed by the said Mango Notified Area Committee (MNAC) and agreed by the Owner.
8. TRANSFER with its grammatical variations shall include a transfer by possession and by other lawful means adopted for effecting transfer inter-alia of flats/commercial units/parking spaces in the multistoried building to be constructed under the project and inter-alia relate to transfer of the Developer's part or share of constructed areas within allocation meant for the developer or its nominee or nominees, if any, in the building to be constructed or portions or portions thereof to the intending purchaser/s thereof.
9. TRANSFEREES shall mean the purchaser/s to whom any flat, commercial units, parking spaces and/or other space or spaces in the said building will be transferred.
10. DEVELOPMENT AGREEMENT shall mean this agreement dated the 24th day of July 2023 between the Owner and the Developer in respect of SCHEDULE "A" property and construction of building thereon with terms and conditions embodied herein in detailed and the same shall have binding effect on both the executants/parties and on their **respective legal heirs and successors.**

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11. UNIT shall mean Flats, commercial units, parking spaces and other spaces within the building, on or at the said premises, each of them being part thereof.
12. SPECIFICATIONS shall mean the materials and specifications mentioned in the SCHEDULE "D" hereunder written.

ARTICLE - II

OWNER'S SHARE OR ALLOCATION shall mean 50% of the constructed area to be consisted of several residential flats with Car parking cum Scooter parking space, commercial units and 50% roof right etc. will go to the owner as owner's allocation. Owner's allocation is fully described in the SCHEDULE "B" hereunder written together with undivided proportionate share relating to the Owner's allocation in the said land whereon the said building shall be constructed as well as that of all common areas and facilities mentioned in the SCHEDULE "E" hereunder written, together with common expenses towards maintenance mentioned in the SCHEDULE "F" hereunder written, together with guidance and restriction mentioned in the SCHEDULE "G" hereunder written.

DEVELOPER'S SHARE OR ALLOCATION shall mean remaining 50% of the constructed area to be consisted of several residential flats with Car parking cum Scooter parking space, commercial units etc. will go to the Developer/Second party as Developer's allocation. Developer's allocation is fully described in the Schedule "C" hereunder written, together with right to ingress and egress with the common passage, within the proposed multistoried building as agreed to be constructed under the project comprising different Flats, parkings, commercial units and other spaces therein, together with undivided proportionate share in the said land whereon the said building shall be constructed with right to use the common portion thereof, and/or facilities within the said building, and/or the said land, excluding the Owner's share and allocation therein as mentioned above, hereinafter referred to as the Developer's Allocation.

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Subject to Owner having his allocation or share or part within the building together with his proportionate share respecting the same the Owner doth hereby grant exclusive right to the Developer to construct at its cost as agreed a multistoried building on the said plot of land, morefully and particularly described in the SCHEDULE "A" hereunder written, and also authorize the Developer herein to sell its portion, alongwith the proportionate share in the land and right to use and enjoy the common space terrace over the said building within its allocation to the intending purchaser or purchasers to be selected by the Developer herein.

It is also relevant to mention herein that after execution of this Development Agreement the owner will execute a registered General Power of Attorney for allowing developer to construct the proposed building on the owner's land.

ARTICLE - III BUILDING

1. That the Developer, as agreed shall at its own cost and expenses construct at the said premises a multistoried building according to the specification mentioned in the SCHEDULE "D" hereunder written in accordance with the plan so to be sanctioned by the Mango Notified Area Committee (MNAC), with all its variation, in compliance with all Municipal Rules, Regulations and provisions. The building to be constructed shall be made of good standard quality building materials and workmanship, without using substandard materials, and all such specifications, materials fixtures and fittings as shall be required therefore shall be approved of and/or certified by qualified Architect or Architects. Subject to approval of the Developer, and the qualified Architect as shall be engaged by the developer for construction of the building under the project such building materials being approved by the developer the approval thereof by the developer's architect shall be final and binding upon the parties. Any of such materials, however, shall not be of low or inferior quality the user whereof may cause defect or damage to the building under the project so that the proposed building does not suffer from any defect or damage for

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user or application of substandard building materials.

If the First party, any intending buyer/s will demand for the works beyond the specification described in the Schedule "D" hereunder written he/she/they will have to pay EXTRA for such additional works to the Second party.

2. That the Developer shall install and erect in the said multistoried building at its own cost and expenses, water storage tanks and overhead reservoirs together with other arrangements as shall be required to be provided in the building containing flats, commercial units and parking spaces and other spaces to be constructed in connection with the same being permitted by Mango Notified Area Committee (MNAC) and/or any other authority concerned.

3. That the Developer shall at its own cost and expenses and without creating any financial or other liability upon the Owner shall construct and complete the multistoried building upon the aforesaid land.

ARTICLE - IV DEVELOPER'S OBLIGATIONS

i) The Developer hereby agreed and covenant with the Owner not to transfer or assign the properties and the benefit of the Owner's allocation to the intending purchaser or purchasers thereof.

ii) The Developer hereby agrees and covenants with the Owner not to do any act, deed or thing whereby the Owner may be prevented from enjoying or selling/assigning, and/or disposing of any of the portions within the Owner's allocation in the building.

iii) The Developer shall complete the entire construction within 60 months from the date of initiation (Bhumipujan) of the construction. In the event, the Developer defaults in completion of the project within the prescribed period of 60 months, the owner shall be at liberty to extend a further grace period of twelve months.

iv) The Developer undertakes to bear all cost and expenses for the


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Sandeep Singh
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construction of the multistoried building proposed to be constructed at the said premises.

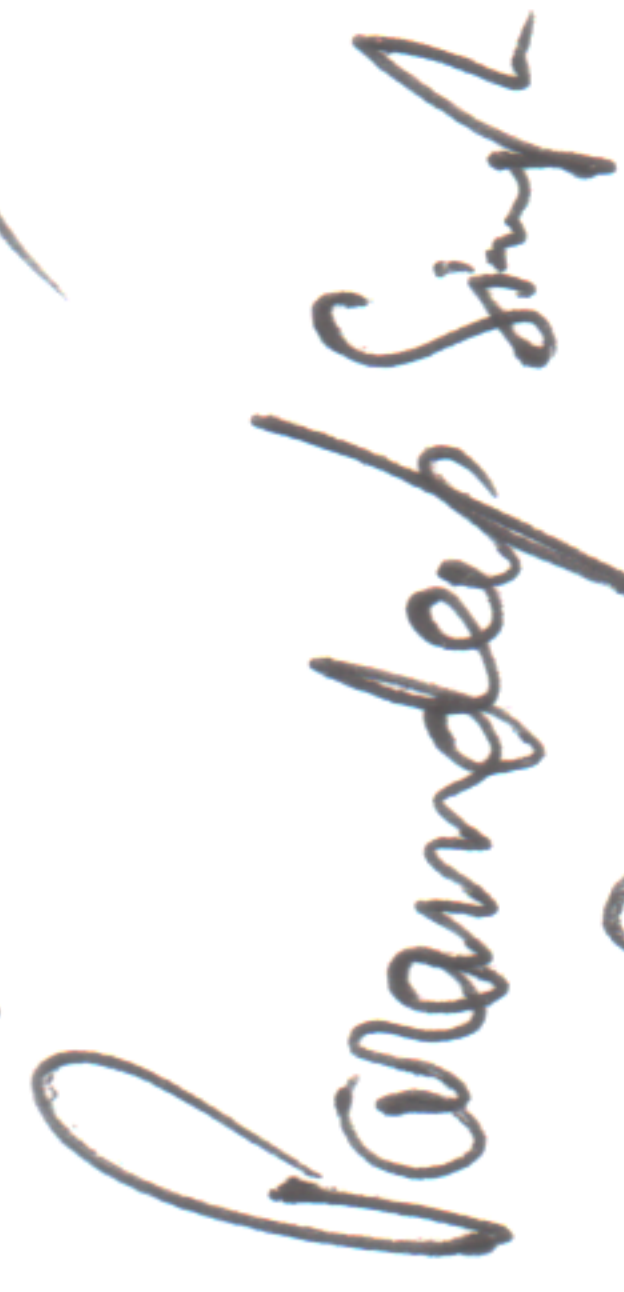
- v) The Owner shall not be responsible for any Income tax and other taxes in respect of the Developer's allocation in the proposed building.
- vi) Upon completion of the building the Developer shall first deliver the properties of Owner's allocation to the owner herein, in habitable condition.

ARTICLE - V OWNER'S OBLIGATIONS :

- A) The Owner shall handover and deliver all original/Xerox copies of required documents including his UID/PAN/ PHOTOGRAPHS etc. to the developer from time to time as per requirement, and to pay all outstanding dues as such Municipal tax, Holding tax, Ground rent etc. payable in respect of the said land till the date of execution of this development agreement.
- B) The Owner undertakes to deliver vacant and peaceful possession of the said land (morefully and particularly described in the SCHEDULE "A" hereunder written) to the Developer on the same day when this Development Agreement would be executed. It is to further clarify that the execution of this Development Agreement would mean also that the owner has delivered the vacant and peaceful possession of Schedule property to the Developer.
- C) Subject to preceding clauses, the Owner hereby grants exclusive license and permission to the Developer to construct, erect and complete the proposed building on the said land, in accordance with the building plan to be sanctioned for construction of the building under the project, with all its modifications and/or variations.
- D) The Developer at its own cost shall submit the building plan before the Mango Notified Area Committee (MNAC), appropriate Government and/or other authorities for sanction or approval of the plan required for the construction of the building on the premises, and pursue the same


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from time to time. The Developer shall comply with all the formalities require for all changes to be made in the building plan being required by the Mango Notified Area Committee (MNAC), and/or other statutory authority, being Governmental or other authorities as aforesaid, and shall comply with requirements for any sanction, permission, clearance, or approval as aforesaid, subject to full co- operation of Owner thereof.

E) The Developer abiding the condition herein shall be entitled to enter upon the Schedule "A" below land, erect and/or construct the proposed building with rights to transfer or otherwise deal with or dispose of its allocation or portions thereof, and the Owner shall not in any way interfere with or disturb, quiet and peaceful possession of the Developer's allocation mentioned as aforesaid.



F) The Owner hereby agrees and covenants with the Developer not to cause any interference or hindrance to the construction work of the said building by the developer on the said plot of land.

G) The Owner hereby agrees and covenants with the Developer not to sell, let out, grant, lease, mortgage, encumber and/or charge the said plot of land or any portion thereof till existence of the present Agreement.

H) That the Owner undertakes that during the continuance of this agreement he shall not enter into any Development or Sale agreement with the third Party in respect of the said land or any part thereof.

I) The Owner further shall not be entitled to claim any area and/or amount of sale proceed of the Developer's allocated portion mentioned above, nor shall be entitled to claim any share in the amount of sale proceeds from the intending Purchaser or purchasers of Developer's allocated portion thereof, as may be received by the Developer herein.

J) The Developer shall be entitled to fix the sign board on the said Property, for advertisement and insertions in news papers and other advertising media for making the project known to the public and to sell out portions thereunder in the shape of flats, commercial units, parking spaces etc. and other spaces to the prospective buyers against such


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Paramdeep Singh





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monetary consideration which shall be determined solely by developer, and in such matter and in the matter of receipt of booking and/or earnest money and also balance consideration money from the intending buyers of any portion within the developer's allocation or of different portions within the allocation of the developer the Owner shall not interfere in any manner whatsoever.

K) The Owner shall not be entitled to repudiate, rescind and/or revoke/cancel this development agreement and/or the registered General Power of Attorney as executed or to be executed, prior to completion of the development project within the agreed stipulated period herein, or act against terms hereof during the period of construction and/or completion of the building envisaged hereunder and/or that of disposal of the portion under the allocation of the developer as agreed by way of transfer and/or till completion of such development project as a whole.

Simultaneously with the execution hereof the Owner herein has handed over all original documents/papers relating to the said plot of land morefully and particularly described in the Schedule "A" hereunder written, to the developer herein.

Further with the execution hereof Owner shall execute an registered General Power of Attorney authorizing PARAMDEEP SINGH & RAJ SUDIP NARAYAN CHOWDHURY being the partners of M/s. PEARL ASSOCIATES the Developer herein, in respect of the said plot of land, to appoint Architect, Labour and to obtain electricity, Water, Sewerage, Drain from JUSCO/JBVNL and/or any other appropriate authority and to appoint Advocate/s in any court of law and to sign and execute jointly or severally any agreement for sale, Sale Deed, deed of conveyance for transfer and convey the flats/commercial units, parking space, and other spaces, within the building, or any part thereof, including the proportionate share of the said land, unto and in favour of the intending purchaser or purchasers, who shall be nominated by the developer herein except the allocation of the first party. Such General Power of Attorney will be irrevocable.


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Parvinder Singh


If the said Registered Sale Deeds or Deed under Conveyance cannot be registered due to any unforeseen reasons or others, in that event the Owner will be bound to sign and execute Deed of Conveyance or conveyances in respect of Developer's allocation and/or share in favour of the intending purchaser or purchasers, to be selected by the Developer and the Developer shall join as necessary party to the said Deed of Conveyance or Conveyances, without any claim. The Owner hereby agrees and covenants with the developer not to do any act deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocation and/or selecting the person in whose favour the developer shall sell/transfer the developer's allocation.

It is agreed that upon completion of the proposed multistoried building, and also upon hand over the possession of the Owner's allocations by the developer all proportionate levies and taxes which will be finally assessed by the Municipality, relating to the Owner's allocated portion in the proposed multistoried building shall be paid by the Owner.

The land Owner shall not be entitled to claim any other portion or portions of the constructed and covered area of the proposed multistoried building and any excess areas except the Owner's allocated portion in the said proposed building from Developer.

That in case of death of the Owner herein the legal heirs and/or legal representatives of the said deceased Owner will be bound to execute in favour of the developer a fresh registered Power of Attorney on the same terms and conditions as previous General Power of Attorney without any changes of the any terms and conditions or demands mentioned in these presents.

That within the agreed stipulated period herein terms and conditions herein Owner undertakes not to do any acts, deeds, matter and things, against the developer which will obstruct the developer from carrying out the job of construction. Save and except if the Developer violate the terms and conditions herein. If the Owner does the same against the developer

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Ramandeep Singh
Anurag Singh

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and for that reasons the construction work is delayed and/or stopped, in that event developer shall be entitled to claim the cost of construction carried out by the Developer upto the date of stop work and also will be entitled to additional compensation which assessed by or registered valuer to be appointed by the Developer.

After the expiry of thirty days subsequent to the receipt of possession notice/certificate of constructed flat of owner's allocation, the Owner shall pay the Flat/Unit Owners' Association or to the Service provider of Services of Society, the proportionate service charges, maintenance charges, expenses or any other proportionate shares towards the repair, maintenance of common space, fixtures, electricity consumption, sewerage, plumbing etc.

ARTICLE - VI OWNER'S RIGHT:

The Owner shall be entitled to transfer and otherwise deal with the Owner's allocation of the building to any person/ persons and intending purchaser or purchasers in the manner he likes, with the assistance of the developer if necessary. To which the Developer will extend all his assistance in whatsoever manner. Be it noted that the entire commercial floors/units will be jointly sold by the owner/first party and the developer/second party to any intending buyer/s on prevailing market rate and the consideration amount will be distributed equally by transferring the amount in their respective Bank Accounts by the intending buyer/s.

ARTICLE - VII DEVELOPER'S RIGHT:

1. The Developer will hold and possess the said land as a Promoter and Developer and shall have authority to construct the building on the said land, at its own cost and expenses.
2. The Developer shall be entitled to enter into agreement with intending purchaser or purchasers for selling Developer's allocation within the building to be constructed under the project or portion thereof containing flats/units etc., settling terms therefore with the

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Baramdeep Singh

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- prospective buyers therefore and the Owner may join and/or sign and execute such Agreements for sale of such flats/units as a necessary party without making any objection to enable the developer to sell its allotted portion together with undivided proportionate share in the land below the same to the said intending buyers subject to requirements by the developer. The Developer/Second party will be at liberty to transfer properties of its allocation (Developer's allocation) in its own name and/or in the name of any person/s to be decided by them for which the first party/owner will have no objection at all.
3. The Developer shall also be entitled to receive and accept money by way of advance/earnest/part payments/ consideration price of the said flats/commercial units/ parking spaces etc., and other spaces, from the prospective buyers in respect of Developer's allotted portion, and/or share in the said proposed building with Flats, and other space or spaces as referred to as saleable areas, and can issue receipt in its name acknowledging such receipts in terms of this agreement without making the Owner liable or accountable for the same at any point of time.
 4. The Developer can take bank loan for the development work from any nationalized bank, private bank or from any other authority or person. In which case the owner or his property will no way be liable for mortgage.
 5. That the land Owner will not be liable or responsible for any dispute between the developer and intending purchaser and/or purchasers of Developer's allocation.
 6. It is understood that if to facilitate the construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer wherefor the Developer may need the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been made herein. The Owner hereby undertakes to do all such, acts, deeds, matters and things, and if necessary, shall execute necessary papers/instruments

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as may be required by the Developer for the purpose if the same do not in any way infringe and/or affect the rights and interest of the Owner in respect of the said plot and/or Owner' allocation and/or do not go against the spirit of this Agreement.

7. Any notice required to be given by the Developer shall be deemed to have been served upon the Owner at his aforesaid address, if delivered by hand duly acknowledged or served by speed post to have been served on the Developer by the Owner if delivered by hand and duly acknowledged or sent by prepaid speed registered post with acknowledgment due and vise-versa.
8. The "Owners' Association" to be formed by the Owners of the Building shall manage and maintain the entire colony/building and/or common parts and facilities thereof including all its out goings like common maintenance, Municipal taxes, salaries payable to Darwan and sweepers, common electricity bills as against illumination of common passage, running of pump, operating of and repairs of sanitary installation, plumbing, pump, operating of and repairs of sanitary installation, plumbing, pump etc., and white wash, and other items required for due maintenance of the building and/or common services and will be entitled to collect proportionate maintenance charges from the prospective buyer/s, occupant/s of the building.

ARTICLE - VIII FORCE MAJEURE

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent of its performance of relative obligations herein being prevented by the existence of force majeure which shall remain suspended for the time being, entitling them to be suspended from their obligations during the duration of the force majeure.
2. Force majeure shall mean earthquake, riot, storm, tempest, civil commotion, dispute at site, labour unrest, shortage of building

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Ramesh Singh
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materials etc. which is beyond the control of any of the parties.

ARTICLE IX JURISDICTION :

Courts at Jamshedpur shall have the exclusive jurisdiction to try and hear any and all disputes concerned which may have occurred between the parties.

ARTICLE X NAME OF THE PROPOSED BUILDING/ COLONY:

The proposed colony is decided to be named as "**RESHAM PEARL**" at Dimna Road, Mango, Jamshedpur, District East Singhbhum, State of Jharkhand, Pin Code - 831018.

SCHEDULE "A"

(Above referred to)

Within District East Singhbhum, District Sub-Registry Office at Jamshedpur, **Mouza Pardih, Ward No. 9 MNAC**, P.S. Mango, Thana No. 1641, recorded under **New Khata No. 209**, being in

Plot Nos.	Area measuring	Holding Nos. issued by Mango Nagar Nigam, Jamshedpur.
2096 a (Portion)	175 Sq.ft.	0090005924000X1
2096 b (Portion)	7933 Sq.ft.	0090005105000A1

Total Area measuring 8108 Sq.ft. or 11 Katha 5.22 Dhuls or 18.61 Decimals, OUT OF entire land measuring 14 Kathas or 22 Decimals of raiyati land now being used for commercial/homestead purposes, together with all its advantages, privileges, services and amenities thereon;

Which is bounded as follows:

North : Plot Nos. 2095, 2097 & 2096 (P) of Mr. Sucha Singh;

South : Portion of Plot No. 2096 (Mrs. Satnam Kour);

East : Dimna Road;

West : Road;

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NOTE : The said land aforementioned measuring 11 Katha 5.22 Dhuls Kathas or 18.61 Decimals is situated on the **MAIN ROAD**, and is shown in **RED COLOUR** in the Sketch map enclosed herewith which will be treated as a part of this Deed;

SCHEDULE "B"

(Above referred to)
(Description of owner's allocation)

The owner/first party will get ALL THAT 50% of the constructed area to be consisted of several residential flats with Car parking cum Scooter parking space, commercial units and 50% roof right etc.;

SCHEDULE "C"

(Above referred to)
(Description of Developer's allocation)

The Developer/Second party will get remaining 50% of the constructed area to be consisted of several residential flats with Car parking cum Scooter parking space, commercial units etc.;

NOTE : (1) The parties hereto have jointly agreed that they will separate their premises allocation by executing a **Supplementary Agreement** and by marking the properties of **OWNER'S ALLOCATION in RED COLOUR** and **DEVELOPER'S ALLOCATION in BLUE COLOUR**, after passing of the Building plan/permit.

(2) The Second party has agreed to construct a separate residential unit measuring 1908 Sq.ft. (approx) for the first party at the Northern side of the said Schedule "A" land. Construction costs as per Actual Bills of the Civil Contactor, Electrical Contractor, Plumber, Carpenter, False Ceiling expert and Painter etc. will be adjusted from the properties of owner's allocation.

SCHEDULE "D"

(Above referred to)
(Description of specification)

FOUNDATION : R.C.C. foundation
STRUCTURE : R.C.C. framed structure with Tiscon/Sail and

Rajesh Singh
Rajandeep Singh
Rajesh Singh

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all branded Steel Bar;

- SUPER STRUCTURE** : Construction will be of brickwork, 9" thick Bricks work in main wall and all internal brick work 4.5" thick.
- PLASTERING** : 1:6 Cement mortar plastering inside & Outside.
- WALL FINISH** : (a) Internal wall finish: approved quality plaster of Paris/ Putty followed with one coat cement primer.
- (b) External wall finish: 1:6 Cement mortar plaster finished with two coat weather proof exterior paint.
- FLOORING** : Vitrified tiles of good quality and stair steps will be finished with tiles/kota stone.
- GARRAGE FLOORING** : Garage floor will be finished with I.P.S. & neat cement punning;
- BATHROOM/TOILETS & KITCHEN** : (a) Floor : Mat finish/antiskid ceramic tiles.
- (b) Walls : Printed glazed tiles upto 6'-0"
- (c) Sanitary ware : Jaguar fittings with Vitreous white ceramic sanitary ware of standard make with PVC cistern.
- (d) Fittings : In attached toilet one European W.C. with PVC, L/D cistern & one wash basin (White). One mirror, one towel rail, one shower, one soap tray in common toilet one I.C. with PVC, L/D cistern and one wash basin, one towel rail, one shower, one soap tray. All the bathrooms/toilets will be provided with 2 Nos. of hand holding support brackets at appropriate places.
- (e) Hot & Cold water line : Hot and cold water line will be provided in all the toilets (no geyser) with PVC pipes.
- (f) One Wash basin, one mirror and one towel ring will be provided in dining area at suitable place.
- (g) All C.P. fittings will be of Jaguar make.
- KITCHEN :** Cooking platform -black granite & printed glazed tiles in walls upto 3'-0" over cooking platform

Pratap Singh
Sandeep Singh
Sandeep Singh

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- area. One Stainless steel sink will be provided with one C. P. bib Cock. A Water Connection for Water Filter. One 15 Amp plug point (for heater), 4 Nos. 5 Amp plug points for fridge, microwave, mixer/grinder and acquaguard filter. One 9" round opening for exhaust fan and its electric connection.
- DOORS :** 32 mm thick Waterproof flush door finished with one coat of wood primer and 2 coats of synthetic enamel paint.
- DOOR FRAME :** M.S. Steel metal door frame.
- WINDOWS :** Brown/White Aluminums with plane glass 4 mm thick. Additional sliding panel with S.S. Mosquito wire net.
- ELECTRICAL :** All rooms with concealed wiring with copper conductor of standard make. All rooms to have two light points, one fan point, one TV point and one 5 amps plug point. In drawing and dining space, two fan points, four light points, two nos. of 5 amp. plug point and one refrigerator and one T.V. point & telephone point will be provided at suitable place. In kitchen one 15 amp., one Water filter point & 1 No. 5 amps. plug point, 1 light point & one exhaust fan point will be provided. In balcony one fan point & one light point will be provided. In toilet one exhaust fan, one light and one geyser point will be provided. One Call Bell point outside the main door.
- LIFT & STAIRCASE :** 2 Nos. of Lift (A to Z Make) will be installed. Staircase/s will also be constructed as per Building plan.
- SEWERAGES :** I.S.I. marked PVC pipe for sewer line work.
- ELECTRICITY :** Electricity will be provided through JBVNL/or any other Authority concern. Load capacity of Transformer will be increased as per requirement of the Residential and Commercial units in the proposed Building. A D.G. Set of adequate capacity will be installed by the Builder.
- WATER SUPPLY :** Round the clock water supply ensured with

Pratap Singh
Ramesh Singh
Ramesh Singh

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underground reservoir & overhead tank from Deep Boring/Govt. water supply.

Note : (1) All the Building plans, layouts, specifications etc. are tentative and subject to variation and modifications as decided by the Second party. All accessories such as furniture, electrical appliances cabinets etc. shown in the layout plans are only indicative and not part of sale.

(2) The intending buyer/s and/or the first party will have to pay the cost of electric meter, A.C. Wiring and fitting and any security deposit to the concern authority through the Second party/Developer if demand/required.

SCHEDULE "E"

(Above referred to)
(Description of common areas and facilities)

The Owner, Developer, intending Purchaser or Purchasers will be entitled to common use of the common areas and the common parts mentioned in this indenture shall include:-

1. All Passages and Stair cases on all the floors.
2. Stair cases landing on all floors.
3. Underground water reservoir;
4. Main gate of the said building/premises and common passage and lobby on the Ground Floor to Top floor.
5. Water Pumps, water Tank, water Pipes and Overhead tank on the ultimate roof, and other common Plumbing installation.
6. Installation of common services Viz. electricity, water pipes, Sewerage, rain water pipes,
7. Lighting in common Space, Passage, staircase including electric meter fittings etc.
7. Common Electric meter and box. Electric wiring, meter for lighting stair cases, lobbies and other common areas and space required thereof.
8. Windows, Doors, Grills and other fittings of the common areas of the premises.
9. Such other common parts, areas equipment, installation, fixtures,

Patricia Sad
Barney Sir
Barney

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fittings, covered and open Space in or about the said premises of the building as are necessary for use and occupancy of the units. Electrical wirings, meters (excluding those installed for any particular UNIT).

GENERAL COMMON ELEMENTS of all appurtenances and facilities and other items which are not part of the said 'UNIT'

- a. All private ways, curves, side-walls and areas of the said premises.
- b. Exterior utility lines, underground storage tanks.
- c. Public connection, meters, electricity, telephone and water owned by public utility or other agencies providing such services, and located outside the building.
- d. Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
- e. All other facilities or elements or any improvement outside the flat 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.
- f. The foundation, corridor, lobbies, stairways entrance and exists, Path ways, footings, Columns, Beams, Supports, and exterior walls beyond the said 'UNIT', side or interior load bearing walls within the building or concrete floor slab and all concrete ceiling and all staircase in the said building.
- g. Utility lines, telephone and electrical systems contained within the said building. The structure in the said building will jointly be undivided property among the Co-Owner, the Owner and the intending Purchaser or purchasers of different units, subject to limitation, if any, to their such rights of the said building, the purchaser or purchasers being together entitled to use and enjoy the ultimate roof and/or terrace with the Owner, intending purchaser or purchaser without causing inconvenience to one another, but none of the co-owner/occupants of the building will claim for top roof & Corridor of the building, these will be controlled and maintained by the Builder/Owners' Association to be formed in future by the owners/occupants of the building.

Pritpal Singh
Harmandip Singh
Narender Singh

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SCHEDULE "F"
(Above referred to)
(Description of obligation)

The Owner and intending Purchaser or Purchasers within the building shall have to bear proportionately: -

1. The expenses of administration, maintaining, repair, replacement of the common parts, equipments, accessories, common areas, and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the stair cases, the landing, the gutters, rainwater pipes, motors, pumps, water, electric wiring, Installations, sewerages, drains and all other common parts, fixtures, fittings and equipments, in, under or upon the building enjoyed or used in common by the Owner, developer and intending purchaser or other occupiers thereof..
2. The cost of clearing, maintaining and lighting the main entrance, passage, landings, stair case and other parts of the building as shall be enjoyed or used in common by the occupiers of the said building.
3. The cost and charges reasonably required for the maintenance of the building and for keeping strict vigilance round the clock and other incidental expenses relating thereto.
4. The cost of decorating the exterior of the building.
5. The cost of repairing and maintenance of water pump, electrical installations, over lights and services charges, and suppliers of common utilities.
6. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightning, civil commotion, etc.
7. Ground rent, municipal taxes, multistoried building tax, if any, and other similar taxes i.e. Holding tax, electricity/telephone bill etc. save those separately assessed on respective UNIT.
8. Such other expenses as are necessary or incidental expenses for maintenance and up-keep of the building and Govt. duties, as may be determined by the flat and/or Unit Owner' Association, as shall be formed by the Unit-Owner, as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof in accordance with the



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provisions of law in the State or as amended from time to time being obligatory on their part in the fullest legal sense of the term.

9. The share of the Owner, and intending purchaser or purchasers in such common expenses shall be generally proportionate in accordance with the liability of any unit, as against the total amount as may be incurred in any of the heads of such expenses (to be calculated @ super built up area in Sq.ft.) with the proportion of the areas within the same as against the total areas within the proposed building to be covered thereunder.

SCHEDULE "G"

(Above referred to)

(Description of guidance and restrictions)

The guidance respecting possession and/or user of the Unit/Flat inter-alia shall include the impositions and restriction as under:-

1. The Owner and intending Purchaser or Purchaser and other occupier, if any, of the building, shall not be entitled to use the aforesaid UNIT for the following purpose.
2. To use the said 'UNIT' and ultimate roof or terrace or any portion thereof in such manner which may or is likely to cause injury, damage, nuisance, or annoyance to the Owner or occupiers of the other units, nor to use the same for any illegal or immoral purpose in any manner whatsoever,
3. To carry on or permit to be carried on upon any 'UNIT' any offensive or unlawful business whatsoever, nor to do or permit to be done anything in any flat which may be illegal or forbidden under any law for the time being in force.
4. To demolish or cause to be demolished or damaged any 'UNIT' or any part thereof.
5. To claim division or partition of the said land and/or the building thereon, and common areas within the same.
6. To do or permit to be done any act deed or thing which may render void or voidable any Insurance of any flat and/or unit, any part thereof, or cause any increase in premium payable in respect thereof.

Pratap Singh
Randeep Singh
Randeep Singh

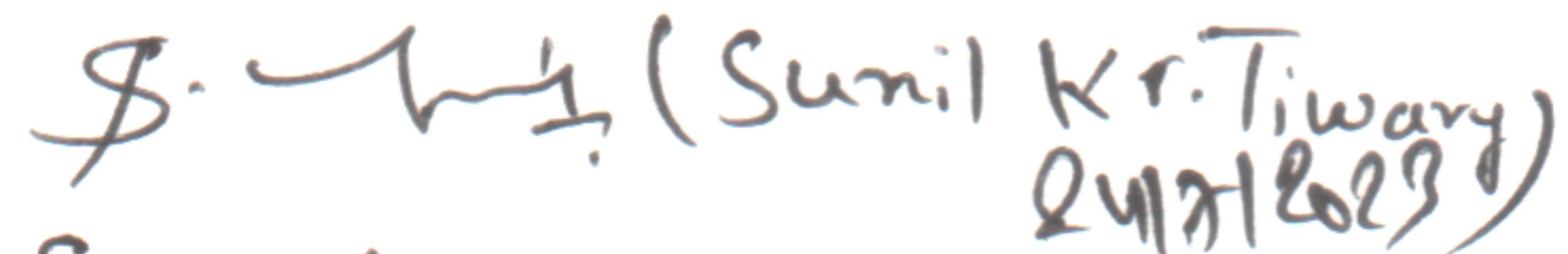
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7. To decorate the exterior of any unit, which may affect the other UNIT within the said building, or the structure thereof, in any manner whatsoever.
8. To throw or accumulate any dirt, rubbish or other refuse or permit the same to be thrown, or accumulate in any 'UNIT', or any portion of the building housing the same.
9. To avoid the liability or responsibility of repairing any portion, or any component part of any unit, or fittings and fixtures therein for storing water, sewerages etc. in the event of such portion or part, or fixtures and fittings within any unit, and/or unit demanding repairs thereby causing inconvenience and injuries to other unit Owner as may be affected in consequence nor to avoid obligation for going free access to any unit or portion thereof to men agent, masons, as may be required by the Unit Owner' Association from time to time therefore on request therefore by such Association,
10. To paint outer walls or portion of their unit, common walls or portions of the building, exclusive of the getup thereof, they being entitled to paint inside the walls and portions of their unit only in any colour of their choice.
11. To encroach any common portion of the building, not to obstruct, jeopardize the user thereof, not to encumber any of such portion in any manner whatsoever.
12. The Owner of any UNIT shall, must have the obligations to form an association of such unit Owner being members thereof for such purpose according to the provisions of Apartment Ownership Act. And bye Laws as amended upto date, the decisions of the said Association as per unanimous resolution of the members thereof shall always be binding on the members, be that in relation to guidance of members, or maintenance, safety and security of the building or otherwise as shall be taken in the Interest thereof.


IN WITNESS WHEREOF both the parties have hereunto set their respective hands and signatures on this the day, month, year and place first


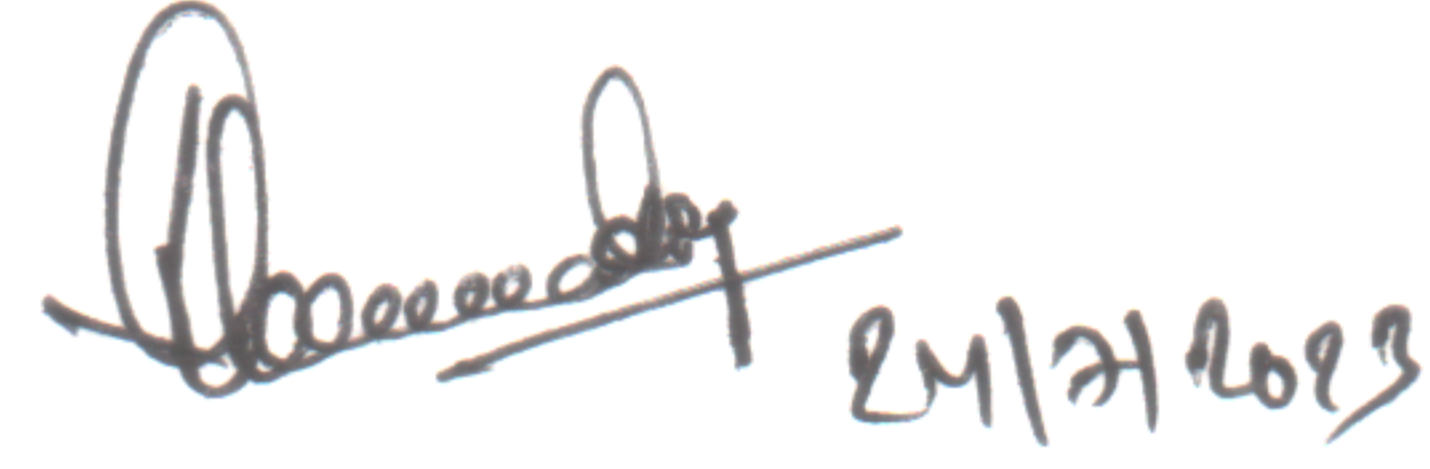
mentioned above at the outset.

WITNESSES:

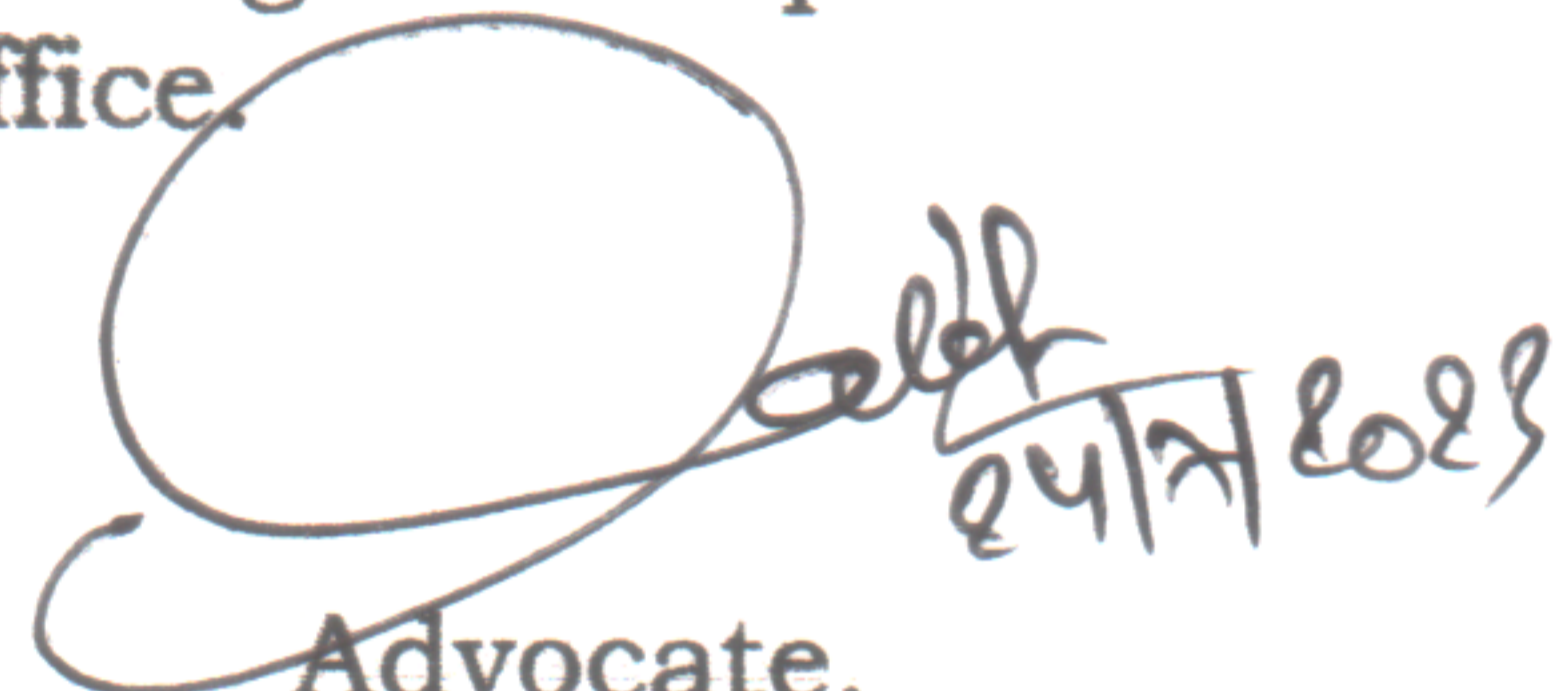
1.  (Sunil Kr. Tiwary)
24/7/2023
Son of Mr. Rameshwar Tiwary
H. No. 44/A, New Tata line Gopalpur
JSA


Signature of the first party/owner
24/7/2023

2.  (Anurag Singh)
24/7/2023
Son of Rameshwar Singh
H.No. - 15 Pujari, Refugee Colony



Signature of the Second Party/
Developer
24/7/2023

Drafted by and printed
through Computer in my
office.


Advocate.

Certified that the finger prints of the left hand of each persons, whose
photographs are affixed in this Agreement have been obtained by me.

L.K. Bahal 
Advocate, Jamshedpur.
24/7/2023