

ATIKSHA HOMES PVT. LTD.

Tishor Kanti

Director



# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : a760c8bc168a6fab1fd2

Receipt Date : 19-Aug-2021 12:12:20 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : Dhanbad

Stamp Duty Paid By : ATIKSHA HOMES PRIVATE LIMITED

Purpose of stamp duty paid : DEVELOPMENT AGREEMENT

First Party Name : RITESH ABHINAV AND OTHERS

Second Party Name : ATIKSHA HOMES PRIVATE LIMITED

GRN Number : 2107068855

ATIKSHA HOMES PVT. LTD.


Susmit Anand

Director

:- This stamp paper can be verified in the [jharnibandhan](#) site through receipt number :-

*Ritesh Abhinav*  
*Ritesh Kumar*  
*Ajay Kumar Sharma*

ATIKSHA HOMES PVT. LTD.  
*Kishlay Patil*  
Director



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

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

## DEVELOPMENT AGREEMENT

THIS AGREEMENT IS MADE on the Tuesday, 19<sup>th</sup> day of October 2021, by and between Sri Ajay Kumar Sharma, S/o. Late Deo Muni Sharma, Ritesh Abhinav & Vikash Kumar, S/o Late Vijay Kumar Dhanbad, P.S. Dhanbad, Dist. Dhanbad, hereinafter called & referred to as the First Party (which expression shall unless excluded by or repugnant to the context be deemed to mean & include their executors, heirs successors, administrator, legal representatives and assigns of the **ONE PART/LAND OWNER**.

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Tushar Kanti  
Director

**AND**

M/s **ATIKSHA HOMES PRIVATE LIMITED** having its registered office at C/o Sanjeev Ranjan, Shri Krishna Tower, Flat no. B2, 2<sup>nd</sup> Floor, Sahyogi Nagar, Saraidhela, Dhanbad-828127, Jharkhand. Represented through its Director namely (1) **KISHLAY RAJ** S/o Late Rajeev Ranjan, (2) **SUSMIT ANAND** S/o Ajay Kumar Singh, (3) **TUSHAR KANTI** S/o Late Vijay Kumar, Second Party (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor, administrator's & assign) of the **OTHER PART/DEVELOPER**.

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Whereas the first party become the absolute owner of the land measuring an area 39 kathas i.e. 64.35 dec. under katha 17 plot no. 336 & 7, Mouza: Hirapur, within municipal Corporation & district Dhanbad. That was purchased by the first party vide sale deed no. 5572, 3600, 5161, 4622 fully described in SHEDULE -'A', mentioned here-in-under.

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

- i. The First Parties has not created any encumbrances on the said property of any part thereof by way of sale, mortgage, exchange, lease, trust, easement rights gifts, liens, leave and license, rent, possession, charges, inheritance or any other encumbrances whatsoever.
- ii. The first parties has expressed his desire to develop the **SHEDULE-'B'** property by constructing multi-storied Residential Complex developed

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Director



Ajay Kumar Sharma



the constructed on the said property, as permissible by the competent authorities, by the Second Party on the term and conditions as set out in this Agreement.

And Whereas the Developers has agreed to develop the said land by constructing multi-storeyed building/apartment consisting of Flats with an object to sell the flat on ownership basis.

And Whereas the Developers has requested the Owners to allow him to develop the Schedule 'B' property / i.e. and on the negotiation made between the parties hereto , the Owners have agreed with the proposal made by the Developer and to authorize the Developer to develop the purpose of out the same to the desiring purchaser on the ownership basis.

And Whereas , the Developers has satisfied about the right , title, interest & possession of the owners, after looking into their deeds of the Schedule 'B' property and technically feasibility of the construction work of the proposed multi-storeyed building on the ownership flats/ units/ premises basis all the other related matter.

NOW THESE PRESENT WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:-

- a) **Definition** – Unless there is any anything repugnant to the subject or context the following terms will have the meaning assigned to them.
- b) **OWNER** - shall mean Ajay Kumar Sharma S/O Late Deo Muni Sharma by Caste- Bhumihaar, By Profession – Business, By faith – Hindu , by Residing at Jharudih, Dhanbad , Dist.- Dhanbad and their legal heirs, executors, administrators representatives and assignee etc.
- c) **DEVELOPER** – shall mean M/s ATIKSHA HOMES PRIVATE LIMITED a Registered Company having its registered Office at Dhanbad. Represented through its Directors namely KISHLAY RAJ & SUSMIT ANAND and its executors, administrators, successors-in-office, legal representatives, and/ or assigns.

— Jitendra Abhisar

② 1/1/2020 Kumar

③ Ajay Kumar Sharma

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Tushar Kande  
Director

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Susmit Anand  
Director

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Director

- d) **LAND** – shall mean the land which is more fully described in the Schedule 'B' given below.
- e) **BUILDING** – shall mean the building proposed to be constructed over the land situated within the campus of "DEO VIHAR COMPLEX", to be constructed as per sanctioned plan by the competent authority of the name of the building/ Apartment will be decided with the consent of both the parties.
- f) **SALEABLE SPACE** – shall mean the space/area in the building available for independent use and occupation inclusive of proportionate share of the space, required after making due provisions for common facilities and the space required therefore.
- g) **ARCHITECTS** – shall mean such Architect or Architects, may be appointed from time to time for completion of project/building.
- h) **BUILDING PLAN** – shall mean a plan prepared by Architect appointed by the Developer for the construction of the Building on the said property and sanctioned by the D.M.C and/or by the other competent authorities, the expenses towards sanction of House Building plan by D.M.C, will exclusively be bear by the Developer.
- i) **OWNER'S ALLOCATIONS** – shall mean the 30% portion of the constructed area in the proposed building, which is to be allocated to the owner as part of the OWNERS'S portion in accordance with the terms and conditions of these presents including the proportionate share in the common facilities and amenities. Equal number of Car parking space and Flats shall be allotted to the OWNERS.
- j) **DEVELOPER'S ALLOCATIONS** – shall mean 70% of the remaining portion of the constructed area of the building on the said property after the allocation made to the owner including the proportionate share in the common facilities and amenities of the proposed building on the said properties.
- k) **COMMON FACILITIES AND AMENITIES** – shall include corridor, hall, ways, lift, stair room, tube well underground reservoir, over headed water tank, water pump, motors generators and other facilities for the establishment, locations, enjoyment, provisions, maintenance, management of the building to be used by the owners of flat. In addition

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 Director

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*Kishlay Raj*  
 Director

*Abhinav*

*Ajay Kumar Sharma*

*Pikash Kumar*

such as road available under DEO VIHAR campus will be used by owners of flats.

- l) It is decided and agreed by the parties that all the maintenance of constructed building /flats, Common areas and other will be done by the land owner or Builder. The developer as well as the flat owner shall have no interference or objection regarding the same.

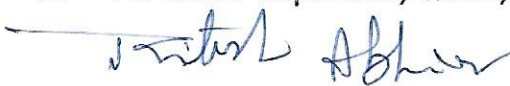
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**m) COMMON EXPENSES AND SERVICE CHARGES – shall mean and include**

- I. All cost of maintenance operating, replacing, repairing, white washing, painting, decorating, redecorating, rebuilding, reconstructing, like the common portion and common area in the proposed building including outer wall.
- II. The salaries of all persons employed for the common purposes including watchman /Guards, Security persons, light-man, Sweeper, Plumber, Electrician etc.
- III. Insurance premium for insuring the proposed building if any.
- IV. All charges and deposits for supplies common utilities to the landlords shall also be borne by the developer.
- V. Municipal tax, water tax and other levies in respect of the premises and the proposed building save those separately assess on the purchasers.
- VI. That cost of formation and operation of the association, (if any) for the maintenance and management of the premises of the proposed building, and the common portion thereof.
- VII. Cost of running maintenance repairs and replacement of lift, transformer (if any), Generator, pump and other common installation including their license fee, taxes and other levies(if any).
- VIII. Electricity charges for the electrical energy consumed for operation of the common services,
- IX. All litigation expenses incurred for the common purposes and relating to the common use and enjoyment of the common portions.
- X. All other expenses, taxes, rates, and other levies etc. are deemed by the

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Developers to be necessary or incidental or liable to be paid by the co-owners in common including such amount as we fixed for creating a fund for replacement, renovation, painting and/ or periodic repairing of the common portion.

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n) **CONSIDERATION MONEY**

a. The DEVELOPER shall have to pay the OWNERS, jointly or severally, a sum of Rs. 15, 00,000 (Rupees Fifteen lakhs) only as a security deposits which will be refundable without interest. In case the landowner shall not refund the same, it shall be adjustable with the area allotted to the landlord/s @ current market price at the time of Agreement of the owners share to the developer or their nominated person.

b. In consideration of the above, a sum of Rs. 15,00,000/ (Rupees Fifteen lakhs) entire amount has been paid to the OWNER/Separately by way of Cheque no 441003 & 441004 of Ujjivan Small Finance Bank, branch Saraidhela, Dhanbad in their respective names which Owners hereby confirm, admit and acknowledge the same.

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

ATIKSHA HOMES PVT. LTD.  
Raj  
Director  
Kishorey

① Anurag Abhinav  
② Anurag Kumar  
③ Ajay Kumar Sharma

d. In the consideration of the aforesaid land, the OWNERS having interest giving license to the DEVELOPER to take possession and enter the property and to take possession and enter the property and to develop and construct- multistoried building thereon having dwelling units and/ or ownership flats and/ or commercial units on its own cost and conferring the right, power, privileged and benefits mentioned herein.

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

### 3. DEVELOPER RIGHT & DUTY

a. The DEVELOPER shall entitled to enter into any agreement with any building contractor, architecture, appoint agents assign the benefit of this contract for the purpose of development of said property in its own name and cost, risk and expenses.

b. DEVELOPER shall be entitled to allot flat or right in the building and structures to be constructed so far as they relate to developer allocation and to enter into any package, deal and arrangement in relation thereto.

c. That, after passing the map from competent authority, the DEVELOPER immediately executes agreement for allocation of share of flats as per the terms of this development agreement and thereby share of Developer and Land owners shall be defined properly.



② Vikas Kumar

③ Ajay Kumar Sharma

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Tushar Kevdi  
Director

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Susmit Arand  
Director

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Kishlay Raj  
Director

## POWER OF ATTORNEY:-

The OWNERS shall at the cost of the DEVELOPER within-right after execution of this agreement execute a Regd. General Power of the Attorney in favour of the Developer giving necessary powers require to carry out the work of development and for completion of the project work herein and to execute and sign, deed(s) documents in favour of the proposed purchasers of the Flats to the extent of DEVELOPER'S allocation in the said building, which is as essence of contract.

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## 5. OWNERS TO EXECUTE DOCUMENTS:-

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

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Director

All the properties specified in the deed of family settlement. Which have been given to Ajay Kumar Sharma by Ritesh Abhinav & Vikash Kumar free from all encumbrances & hence froth all the dues including taxes income tax, G.S.T., Sale Tax, property tax pertaining to these property.

## 6. TIME IS ESSENCE OF CONTRACT:-

The DEVELOPER covenants and agreed to complete the Development and construction of the Building with all amenities therein and thereon within 36 months with the grace period of six months and in worst circumstances if required another six months will be grace period, subject to force major reasons and/ or other reasons beyond the control of the Developer in which event & time to complete the construction of the said building shall reasonable stand extended from time to time. After 36 months and the grace period of 6 months the developer have to pay 20,000/- per month.

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Kishlay Raj  
Director

## 7. OWNER'S ALLOCATION:-

- ① Vikash Kumar
- ② Ajay Kumar Sharma



a. The portion of the building which is to be allocated to the OWNERS shall mean Sri Ajay Kumar Sharma, S/o- Late Deo Muni Sharma, by caste-Bhumihar, by profession- Business by faith Hindu, by residing at Jharudih, Dhanbad, Dist. Dhanbad, and car parking space, in equal number of Flats allotted to the OWNER.

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

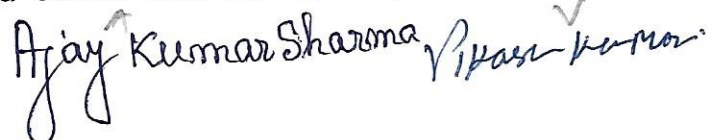

c. The parties shall adjust by paying the extra amount to each other for the excess area of any of the completed flat which area falls in excess of the actual allotted area if the either party. If OWNERS' area exceeds beyond the allocated portion of the OWNERS' share then the owners will pay the cost to the DEVELOPER of Pro-Rate Ratio of the apartment/ flat as calculated in the aforesaid manner for the excess constructed area. Excess area in the share if the developer shall be adjusted in the same manner.

d. On completion of the building, the DEVELOPER shall inform in writing to OWNERS to take physic possession/ ownership of the OWNER'S allocation in the building. On receipt of notice or on and from the date mentioned for taking possession, the OWNERS shall responsible to pay all taxes, service taxes and other outgoings in respect to proportionate share of common facilities on the building in respect to owner's share of flats. Any additional insurance premium, costs or expenses by way of maintenance for any particulars use any portion within the owner's allocations shall be paid by the owner.

e. The DEVELOPER shall bear the cost, security deposits for installation of electric meter, transformer, generator and Municipal water connection etc. in the said building to the extent of proportionate share of OWNER'S allocations share.

f. If extra floor passed by D.M.C. then same shall also be distributed between the land owner and the developer in the



 Ajay Kumar Sharma  Pawan Kumar

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Director

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Director

ratio of 30% OWNERS share and 70% DEVE LOPERS share of each of floor of the aforesaid building.

- g. The OWNERS shall have exclusive right to sale, mortgage, lease etc. on ownership basis to any intending purchaser in respect to OWNER'S allocation of 30% in each floor along with Car Parking space of the said building as indicated above.

#### 8. DEVELOPER'S ALLOCATION:

That the DEVELOPER is hereby empowered to execute agreement to sale and/ or absolute sale deed to transfer and convey in favour of any proposal purchase to the extent of DEVELOPER'S allocation i.e. 70% Developer's (share in the building to be constructed).

#### 9. RESTRICTIONS AS TO USER OF THE BUILDING

The provisions contained in any agreement, rules regulations, bylaws, and restrictions, contained herein.

- a) Neither the OWNERS, nor the DEVELOPER nor any person occupying any portion of the said building whether in the OWNER'S allocation or in the DEVELOPER'S, allocation shall use or permit to be used his portion or space occupied by him or his agents, for carrying on illegal or immoral trade or activity or allow to be done that might cause any nuisance of annoyance or hazard to anybody inside the building or outside the building or to store any inflammable or explosive material good or product. Developer and his customer cannot change all in outside (Balcony, window) of the building.

#### 10. NOT A DEMISE

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

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Tushar Kavale  
Director

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Susmit Anand  
Director

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Kishlay Raj  
Director

②  
Prakash Kumar  
Ajay Kumar Sharma

③  
Ajay Kumar Sharma

11. LICENCE TO DEVELOP:

The OWNER'S hereby entrusts hands over and giving licence to DEVELOPER to enter into said property to demolish the existing structures if any develop the property and construct multi-storeyed buildings thereon containing dwelling units/ ownership Flats/ commercial space with the best materials and in accordance with the plans and specifications mentioned hereinafter.

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Tushar Kaulchi  
Director

12. DELIVERY OF TITLE DEEDS

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

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SUSMIT ANAND  
Director

13. OWNER'S UNDERTAKINGS:

- i. The OWNERS declare that he has not agreed, committed to or contracted or entered into any agreement for sale or lease of the said property or any part thereof to any person other than the DEVELOPER and that he/she had not created any lien charge, mortgage or encumbrance on the said property and that he/she would keep the said property free from encumbrance during the subsistence if these presents.
- ii. The OWNERS further declares that he had not done any acts thing deed or matter whereby or by reasons if the said building and /or property may be effected or prevented in any manner what so ever and that he/she undertakes to remove any possible impediments to the implementation of these presents if the same as within their power and control.
- iii. The OWNERS declare that any authority, Municipal authority or any other authority has not issued any notices affecting the said property or imposing any restrictions on the development of the said property in the manner proposed herein.

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Kishlay  
Director

iv. That the land this Agreement is not prohibited by Govt. i.e.



dose not under Govt. land, Settled Land , Bhudari Land , Forest Land , Advasi Land and not belonging to any member of Scheduled Tribes Scheduled Caste or Backward classes, as defined under C.N.T Act and does not come under govt. Acquisition land and first party and second party satisfied with the contents of this deed, and the first party and his land dose not any reserved cast under C.N.T. Act

- v. The OWNERS hereby undertakes, agrees and covenants, not to cause any interference by himself/ herself or through others in the development of the property or in the construction of the new building on the said property by the DEVELOPER or through his agents to do any things, deed or act preventing the DEVELOPER from disposing of or transferring any portion of the DEVELOPER's allocation of the new building or to deal with the DEVELOPER's allocation in any manner whatsoever.

#### 14. DEED OF CONVEYANCE:

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

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

#### 15. ARBITRATION & JURIDICTION:

It is hereby agreed by the parties that all dispute and differences arising out of in relation to their presence or touching the development, demolition of old structure if any , construction of new building and in relation there to shall be referred to the arbitrator appointed by the

*[Signature]* Abhishek Ajay Kumar Sharma *[Signature]* Pawan Kumar

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*[Signature]* Tushar Kunte  
Director

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*[Signature]* Susmit Anand  
Director

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*[Signature]* Kishlay  
Director

parties having and on difference of their opinion with regard to the dispute & difference arises between the parties, the arbitrator may jointly appoint umpire Arbitrator whose decision will be final and bindings on the parties as par provision of arbitration and conciliation Act 1996.

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Vishal Lamba  
Director

### THE SCHEDULE "A"

(Land as par Sale Deed, acquired by the landowners)

Land belonging to Sri Ajay Kumar Sharma, S/o Late Deo Muni Sharma, And Vikash Kumar and Ritesh Abhinav, S/O- Late Vijay Kumar Sharma by caste- Bhumihar, by profession – Business by faith – Hindu by, residing at Jharudih, Dhanbad Dist. - Dhanbad acquired vid Sale Deed No Sale Deed No. 5572. 3600. 5161. 4622. All piece and parcel/Rayati right of land under Khata No 17, Plot no:- 336 &7, area measuring 39 katha i.e. 64.35 dec. within Mouza:- Hirapur, Mo, P.s. :- Dhanbad, District Dhanbad being butted and bounded as under:

North: - Boundary of Denobli School  
South: - Land of Muni Singh & Ajay Kumar Sharma  
East: - Part of this Plot  
West: - --Do--

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### THE SCHEDULE "B"

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

All piece and parcel/Rayati right of land under Khata No. 17, Plot No. 336 & 7 dec. within Mouza:- Hirapur, Mo, P.s. :- Dhanbad, District Dhanbad being butted and bounded as under:

North: - Boundary of Denobli School  
South: - Land of Muni Singh & Ajay Kumar Sharma  
East: - Part of this Plot  
West: - --Do--

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Kishlay Ray  
Director



Ajay Kumar Sharma

Vikash Kumar

THE SCHEDULE "C"  
THE COMMON PORTIONS

1. Stair case on all the floors.
2. Main gate of the said premises and common passage and lobby on the Ground Floor to Top floor excepting the allotted space to intending purchaser or purchasers on the ground floor.
3. Water pump, bath room, on the ground floor, water tank, water pipes, overhead tank on the roof, and other common plumbing installations.
4. Installation of common services viz. electricity, water pipes, sewerage, rain water pipes.
5. Lighting in the common space, passage, stair case including electric meter fittings.
6. Common Electric meter and box.
7. Electric wiring meter for lighting stair case, car parking space, lobby and other common areas (excluding those as are installed for any particular floor) and space required thereto.
8. Window, Doors, Grills and other fittings of the common area of the premises.
9. Such other common parts areas equipment's installation, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupancy of the units.
10. Electrical Wiring meters (excluding those are installed for any particular UNIT).
11. Lift facilities in the Building.
12. GENERAL COMMON ELEMENTS of all appurtenance and facilities and other items which are not part of any 'UNIT'.

a) All land and premises described in the SCHEDULE "B" herein

*Prakash Abhiser* *Ajay Kumar Sharma* *Vikash Kumar*

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*Tushar Kanti*  
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*Susmit Arand*  
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*Kishlay Raj*  
Director

above written.

- b) All private ways, curves, side – walls areas of the said premises except the other Garage spaces on the Basement.
- c) Exterior conduits, Utility lines underground storages tanks.
- d) Public connection, maters gas, electricity, telephone and water owned by public utility or other agencies providing such services and located outside the building.
- e) Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
- f) All elevations including shafts, shafts walls, machine room and apartments, facilities.
- g) All other facilities or elements or any improvements outside the unit but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
- h) The foundation, Corridor , Lobbies , Stairways Entrance and exists path way , Footing, columns , Girders, Beams , supports and exterior wall of compel beyond and 'UNIT' side or interior load bearing walls within die buildings or concrete floor slab except the roof slab and all concrete ceilings and all staircases in the said building.
- i) Conduits, utility lines, telephone and electrical systems contained within the said building.
- j) That the customers have to pay Rupees Twenty Five Thousand only to the Deo Vihar Society for the development of the society Campus.

ATIKSHA HOMES PVT. LTD.

Tishar Kaur  
Director

ATIKSHA HOMES PVT. LTD.

Susmit Anand  
Director

ATIKSHA HOMES PVT. LTD.

Kislay  
Director

① Jitesh Abhishek

② Pooja Kumar

③ Ajay Kumar Sharma

**SCHEDULE-D**  
**(Specification of Construction)**

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

ATIKSHA HOMES PVT. LTD.  
Tushar Kauli  
Director

**SANITARY WARE AND FITTINGS:-**

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

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Susmit Anand  
Director

**KITCHEN PLATFROM AND SINK**

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

**DOOR AND WINDOWS:**

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

ATIKSHA HOMES PVT. LTD.  
Kishorey  
Dir.

*Abhishek*

② *Rikash Kumar*

③ *Ajay Kumar Sharma*



LS:-

1. Interior walls will be decorated with plaster of paris with one coat of cement primer, wall putty etc. of the branded make.

2. Exterior will be finished with weather coat.

Plumbing and waste water lines:-

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

ATIKSHA HOMES PVT. LTD.  
Tushar Kaur  
Director

### ELECTRICITY SUPPLY AND WIRING

1. Wiring will be concealed and suitable for 1/3 phase supply. The main supply shall 3 phase in accordance with rules and Regulations of Jharkhand Rajya Urja Vikash Nigam Ltd. And Required space within the compound to erect a transformer.
2. That cost of all the electrification, transfer installation, meter Installation, wiring and other amenities shall be borne by the developer
3. Each flat will be provided with a separate mete located on the main Electrical panel board. A separate meter (s) for common services will be provided C.C.T.V Camera on required places and intercom on every Flats and Common Space, main door and all entrance if the project Known as 'DEO VIHAR COMPLEX'.
4. All bedroom living and dining areas shall have one plug point , two light points, one fan points. A plug point in addition the master bedroom Living and dining area shall have a 15 A plug point. In addition the bedroom living and dining areas shall have a 15A plug point One 15A plug Point will be provided in kitchen and toilet.

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Susmit Anand  
Director

### TELEPHONE AND T.V. CABLES

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

1. Anshu Abhishek

2. Bikash Kumar

3. Ajay Kumar Sharma

ATIKSHA HOMES PVT. LTD.  
Kishlay Raj  
Director

## EXHAUST OPENING

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

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

## AMENITIES:

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

## SEWERAGE :-

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

## SERVANTS ROOM / PARKING:-

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

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

## LIFT:-

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

## GENERATOR:-

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

② Prikash Kumar -  
Ajay Kumar Sharma

ATIKSHA HOMES PVT. LTD.  
Tushar Kante  
Director

ATIKSHA HOMES PVT. LTD.  
SUSMIT ANAND  
Director

ATIKSHA HOMES PVT. LTD.  
Kishlay Raj  
Director

## SCHEDULE-E

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

1. Not to carry on or permit to be carried on upon any 'UNIT' any offensive or unlawful or activities illegal or forbidden under any law for the time being in force.
2. Not to demolish or cause to be demolished or damaged any 'UNIT' or any part thereof.
3. Not to do or permit to be done any act deed or thing which may render void or voidable.
4. Not to claim division or partition of the said land and/ or the building there on, and common areas within the same.
5. Not to decorate the exterior of the said unit which may affect the other FLAT/ UNIT / CAR-PARKING SPACE and other SPACE within the said building or the structure thereof, in any manner whatsoever.
6. Not to throw or accumulate any dirt, rubbish , whatever or other refuse of permit the same to be thrown or accumulated in any 'UNIT' or any portion of the building housing the same.
7. Not to avoid the liability or responsibility of repairing any portion within the allocation of the parties or those or any component part of the unit as shall be sold and transferred for gains or fitting and fixture therein for storing water, sewerages etc., in the event of such portion or part or fixtures and fitting within the flat and / or unit demanding repairs thereby causing in convenience and injuries to other flat or unit owner as may be affected in consequence.
8. Not to paint outer walls or portion of their unit, common wall or portions of the building, exclusive of the getup thereof. They will be entitled to paint inside the wall and portions of their unit only in any colour of their choice.
9. Not to use the any unit giving the same complete shape, of an temple or a mosque or a church as a whole, save and except using it for the purpose only for observing religious rituals or obligations installing images, statues, photography therefore worship of gods and /or performance of religious

ATIKSHA HOMES PVT. LTD.  
Tushar Kamal  
Director

ATIKSHA HOMES PVT. LTD.  
SUSMIT ANAND  
Director

ATIKSHA HOMES PVT. LTD.  
Kishlay Kuf.  
Director

Abhinav

Ajay Kumar Sharma

Ritika Kumar

igation's day to day or otherwise or special occasions.

10. The purchaser of any unit together with other purchaser or owner of other unit s shall must have the obligations for guidance of members, or maintenance, safety and security of the building or otherwise as shall be necessary in the interest thereof.

11. Not to cause sound pollution to the inconvenience of other unit- owner using , and /or manipulating musical instruments loud speakers, tape recorders etc., without indiscriminately as such.

12. Not to encroach any common portion of the building as aforeside nor to obstruct, jeopardizes the user thereof, nor to encumber any of such portion in any manner whatsoever.

**Note:-**

I. All material to be used in the proposed building must be of above mentioned branded/reputed companies or equivalent to ISI Brand.

II. This agreement has been executed in two original copies. One copy will be kept in the possession of the landlord and the other copy will be kept in the possession of the developers. Both the copies are same in all respect and is being signed by both the parties.

IN WITNESS WHERE OF THE PARTIES HERE TO HAVE EXECUTED AND DELIVERED THESE PRESENTSON Tuesday, 19<sup>th</sup> day of October 2021 FIRST ABOVE WRITTEN.



② Vikash Kumar

③ Ajay Kumar Sharma

ATIKSHA HOMES PVT. LTD.  
  
Tushar Kaul  
Director

ATIKSHA HOMES PVT. LTD.  
  
Susmit Anand  
Director

ATIKSHA HOMES PVT. LTD.  
  
Vishay  
Director

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

Witnesses:-

1. Signature of First Party (The landlords)

1. *Trishit Abhisar*

2. *Rikash Kumar*

3. *Ajay Kumar Sharma*

Signature of Second Party (The Developer)

ATIKSHA HOMES PVT. LTD.

1. *Kishlay Raj*  
Director

ATIKSHA HOMES PVT. LTD.

2. *Svsmrit Anand*  
Director

ATIKSHA HOMES PVT. LTD.

3. *Tushar Kanti*  
Director